

MEMORANDUM OF AGREEMENT

June 24, 2021

BETWEEN

TREE ISLAND INDUSTRIES
(The Company)

And

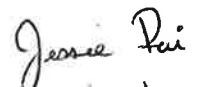
MoveUp LOCAL UNION No. 378
(The Union)

All provisions of the previous Collective Agreement (with a term of October 1, 2015 to September 30, 2020) shall remain the same except for the amendments set out herein. All provisions of the renewed Collective Agreement or in this last offer will become effective on the date of ratification unless specified otherwise. The wage increases in this memorandum shall apply retroactively, to the expiry of the previous Collective Agreement.

The terms and provisions contained within this offer are subject to a ratification vote by the Members covered by this Collective Agreement.

This document is complete with the exception of any errors or omissions. All amended items are in bold font.


7/8/21


7/10/21

17. HOURS OF WORK AND SHIFT PREMIUMS

Amend to Read:

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.

iv) **The shift rotation noted above may be amended with mutual agreement of the Employee and the Employer.**

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

- 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:

A. J.
7/9/21

Jessie Pei
7/10/21

Crew A

Friday 8:00 a.m. – 10:00 a.m.
Saturday 6:00 a.m. – 8:00 a.m.
Sunday 6:00 a.m. – 8:00 a.m.

Crew B

10:00 p.m. – 11:00 p.m.
6:00 p.m. – 8:00 p.m.
6:00 p.m. – 8:00 p.m.

- iii) For the purpose of training, the provision of Article 9.06 (a) shall not apply.
- iv) **When a Part Time Shift Supervisor is requested to cover a temporary absence during their regular days off, they will only attract overtime if they exceed eight (8) hours in a day or forty (40) hours in a week. Articles 18.01 and 18.03 shall not apply. The definition of hours and scheduled hours of work in Article 9.06 will not apply except the Employee will be entitled to two (2) consecutive days off.**
- v) Quality Assurance Technicians or Shift Supervisors shall continue to provide weekend coverage when a Part Time Regular Shift Supervisor is absent **and there are plant and/or maintenance employees to supervise.**

Amend to Read:

17.09 Shift Premiums

- a) 12 Hour Shift – Employees will receive a premium of ~~thirty-five~~ **forty** cents (\$~~3.540~~) 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 sixty cents (\$.60) per hour for all hours worked on afternoon shifts and graveyard shifts.

AS
7/9/21

Jessie Dai
7/10/21

24. SICK LEAVE AND LONG TERM DISABILITY

Amend to Read:

24.03 Sick Leave Allowance

- a) Entitlement in Calendar Year of Hire - Employees shall be entitled to three (3) paid sick leave days on the first (1st) of the month following three (3) full months of employment. For each additional month of service such Employees shall be entitled to one (1) additional day of paid sick leave **up to a maximum of one hundred and twenty (120) days. Employees with more than one hundred and twenty (120) days at ratification <insert ratification date> will maintain their current balance of sick leave, and should the balance fall below one hundred and twenty (120) days, the maximum entitlement shall then apply.**
- b) Additional Coverage – Between the time an Employee's sick leave accumulation as set out in 24.03 a) above is exhausted, and the expiry of the LTD waiting period, the Employer shall continue to provide the Employee with income at sixty six and two-thirds percent (66 2/3%) of their basic earnings.

*J. Rai
July 20/21*

Renumber to Read:

~~26.01~~ 26.02 Court Duty

An Employee summoned to Jury Duty or as a witness (not a defendant or a plaintiff) on a regular work day shall be paid wages amounting to the difference between the amount paid them from the court and the amount they would have earned had they worked on such days. Employees on leave under this Article shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. The Employer will compensate Employees when they are required to testify for the Employer's business.

~~26.02~~ 26.03 Religious Holidays

Leave of absence without pay for religious holidays may be granted, which permission shall be consistently applied and shall not be unreasonably denied by the Employer.

~~26.03~~ 26.04 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.

~~26.04~~ 26.05 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.

~~26.05~~ 26.06 Examination Leave

Leave of absence with pay shall be granted by the Employer to allow Employees time off work to undertake examinations in respect of training or education courses or programs approved by the

[Signature] 7/8/21

Jessie Rai
7/10/21

Employer, provided such examination takes place during working hours. If a final exam on a work day occurs outside of working hours, then, an Employee, on request, will be given up to four (4) hours paid leave, on that day to prepare for the examination.

~~26.06~~ **26.08** Employee Entitlements During Leaves of Absence

An Employee granted any leave of absence, or extension, pursuant to this Article shall be kept "whole" in all respects under this Agreement including, but not limited to, seniority, service and vacation accrual; the right to apply for job postings; benefits plans coverage and benefits; and all other rights and entitlements as if he or she had remained working for the duration of the leave of absence, including any extension thereto, unless this Agreement expressly provides otherwise. For example, it is understood and agreed that if the leave of absence is unpaid, the relevant salary and benefits provisions of this agreement shall not apply during the leave of absence, except where the Employer chooses to pay the required premiums whereupon benefit plan coverage shall be maintained.

~~26.07~~ **26.09** No Call Back From Leave of Absence

- a) Once an Employee has commenced an approved leave of absence, such Employee shall not be called back to work by the Employer, without the consent of the Employee.
- b) If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.

~~26.08~~ **26.10** Return to Work

- a) Return to Former Position – Upon completion of any leave of absence granted pursuant to this Agreement, the Employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave, unless in the interim the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.
- b) Delay in Returning to Work – An Employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the

A.A.
7/9/21

Jessie Pui
7/10/21

Employer with reasonable grounds for the delay. In the event the Employee does not provide reasonable grounds for the delay, the Employee may be subject to discipline.

33. OCCUPATIONAL HEALTH AND SAFETY

Amend to Read:

33.05 First Aid Attendants

- a) Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the required Industrial First Aid Certificate shall be borne by the Employer and leave of absence with pay to a maximum of eight (8) hours per day, to take the necessary courses shall be granted.
- b) Employee's required to possess an Industrial First Aid Certificate ~~who are designated to act as the First Aid Attendant in addition to their normal job responsibilities~~ shall receive the following allowances: First Aid Level 2 or 3 \$1.10 (one dollar and ten cents) per hour for all hours worked. **When a First Aid Attendant is the only First Aid Attendant on the premises, they shall receive an additional premium of \$0.10 per hour worked.**

As
7/9/21

Jessie Rice
7/10/21

45. BENEFIT PLANS

Increase coverage for the following paramedical services (not included in CBA):

Massage Therapists and Physiotherapists – Increase to ~~\$250.00~~ **\$450.00** combined each calendar year.

49. DURATION AND RETROACTIVITY

Amend to Read:

49.01 Duration

This Agreement shall be binding and remain in full force and effect to midnight September 30th, ~~2015~~ **2025** and thereafter in accordance with this Article.

Amend to Read:

49.02 Notice to Bargain

- a) This Agreement may be opened for Collective Bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other Party on or after May 31st, ~~2015~~ **2025**.
- b) Where no notice is given by either Party prior to May 31st, ~~2015~~ **2025** both Parties shall be deemed to have given notice under this Article on June 1st, ~~2015~~ **2025** and thereupon Article 49.03 below applies.

**APPENDIX A
SALARY SCHEDULE – ANNUAL SALARIES**

Amend to Read:

Adjust General Wage Increases:

Year 1	1%
Year 2	1.5%
Year 3	1%
Year 4	1%
Year 5	2.5%

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7/9/21

Jessie Rui
7/10/21

Year 1 - October 2020

Grade	Min	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
1	43,897	44,798	45,701	46,607			
2	47,399	48,377	49,355	50,331			
3	51,240	52,301	53,359	54,418			
4	53,961	55,111	56,257	57,404			
5	58,457	59,701	60,945	62,189			
6	62,072	63,797	65,518	67,242	68,968		
7	66,235	68,073	69,913	71,753	73,593		
8	71,042	72,621	74,202	75,779	77,360	78,936	
9	76,373	78,068	79,766	81,464	83,158	84,858	
10	82,282	83,806	85,327	86,853	88,376	89,901	91,423
11	88,438	90,076	91,711	93,352	94,986	96,625	98,265
Shift Supv.	86,864	88,474	90,081	91,690	93,297	94,907	96,515

Year 2 - October 2021

Grade	Min	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
1	44,555	45,470	46,387	47,307			
2	48,110	49,103	50,095	51,086			
3	52,009	53,085	54,160	55,234			
4	54,771	55,937	57,101	58,265			
5	59,334	60,597	61,860	63,122			
6	63,003	64,754	66,500	68,250	70,002		
7	67,228	69,094	70,962	72,830	74,697		
8	72,108	73,710	75,315	76,916	78,520	80,120	
9	77,519	79,239	80,962	82,686	84,406	86,131	
10	83,516	85,063	86,607	88,156	89,702	91,250	92,795
11	89,764	91,427	93,087	94,753	96,411	98,074	99,739
Shift Supv.	88,167	89,801	91,432	93,065	94,696	96,330	97,962

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7/9/21

Jessie Pei
7/10/21

Year 3 - October 2022

Grade	Min	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
1	45,001	45,924	46,851	47,780			
2	48,591	49,594	50,596	51,597			
3	52,529	53,616	54,701	55,786			
4	55,318	56,497	57,672	58,848			
5	59,927	61,203	62,478	63,753			
6	63,633	65,401	67,165	68,933	70,702		
7	67,901	69,785	71,672	73,558	75,443		
8	72,829	74,447	76,068	77,685	79,306	80,921	
9	78,294	80,031	81,772	83,512	85,250	86,992	
10	84,351	85,913	87,473	89,037	90,599	92,162	93,722
11	90,662	92,341	94,018	95,700	97,375	99,055	100,736
Shift Supv.	89,049	90,699	92,346	93,996	95,643	97,294	98,942

Year 4 - October 2023

Grade	Min	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
1	45,451	46,383	47,319	48,257			
2	49,077	50,090	51,102	52,113			
3	53,054	54,152	55,248	56,344			
4	55,872	57,062	58,249	59,437			
5	60,526	61,815	63,103	64,390			
6	64,269	66,055	67,837	69,622	71,409		
7	68,580	70,483	72,388	74,294	76,198		
8	73,557	75,192	76,829	78,462	80,099	81,730	
9	79,077	80,832	82,590	84,348	86,102	87,862	
10	85,195	86,773	88,348	89,928	91,505	93,084	94,660
11	91,568	93,265	94,958	96,657	98,349	100,045	101,744
Shift Supv.	89,939	91,606	93,270	94,936	96,600	98,267	99,931

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7/9/21

Jessie Pei
7/10/21

Year 5 - October 2024

Grade	Min	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
1	46,587	47,543	48,502	49,464			
2	50,304	51,342	52,379	53,416			
3	54,381	55,506	56,630	57,753			
4	57,268	58,488	59,705	60,922			
5	62,039	63,360	64,681	66,000			
6	65,876	67,707	69,533	71,363	73,195		
7	70,294	72,245	74,198	76,151	78,103		
8	75,396	77,072	78,749	80,424	82,101	83,773	
9	81,054	82,852	84,654	86,456	88,255	90,059	
10	87,324	88,942	90,556	92,176	93,792	95,411	97,026
11	93,858	95,596	97,332	99,074	100,808	102,546	104,287
Shift Supv.	92,188	93,896	95,602	97,309	99,015	100,723	102,430

LETTER OF UNDERSTANDING No. 10

Amend and then Renew:

BETWEEN
 TREE ISLAND INDUSTRIES LTD.
 ("Employer")

AND

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

Re: Retirement (**Current Employees as of <insert ratification date>**)

Upon retirement, if an Employee's age plus years of continuous service are equal to or exceed eighty (80), the Employee will receive one day's pay, at their current classification rate, for each year of continuous service.

An Employee shall be entitled to a prorated Salary Bonus for the year of retirement. The Bonus shall be calculated on the base salary earned up to and including the last day worked. The Bonus will be paid at the beginning of the following year when the payout amount is determined.

A.O.
 7/9/21

Jessie Pui
 7/10/21

LETTER OF UNDERSTANDING No. 15

Amend and then Renew:

BETWEEN
TREE ISLAND INDUSTRIES LTD.
("Employer")

AND

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

Re: Local 378 Incentive Plan

708 GR July 20/21

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. **(There shall be no Target set for Fiscal Year 2020, 2021 and 2022).** Accordingly, incentives shall be paid in accordance to the table:

FISCAL YEAR	2020	2021	2022	2023	2024
INCENTIVE PAY PER MEMBER	\$250	\$800	\$900	\$900	\$1000

*AB
7/9/21*

*Jessie Pei
7/10/21*

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.

LETTER OF UNDERSTANDING No. 17

Insert to Read:

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

AND

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

Re: LOU 17 Transition from Steam Generator Premium to First Aid Premium for Existing Shift Supervisors

Effective March 1, 2022, Article 19.02 – Steam Generator Premium will be of no further force or effect and will be deemed to be deleted from the Collective Agreement.

Between <insert ratification date> and March 1, 2022, all Shift Supervisors will be required to undertake Occupational First Aid Level 2 "OFA Level 2" training under the provisions of Article 33.05 (a) and if successful shall receive the First Aid premiums stipulated in Article 33.05 (b). If unsuccessful, they will have the opportunity to re-attempt OFA Level 2 training at the Company's expense. If still unsuccessful, they will continue to be paid the Steam Generator Premium until either September 30, 2025 or until they obtain their OFA Level 2 ticket at their own expense, whichever occurs sooner.

*AS
7/9/21*

*Jessie Pui
7/10/21*

Supervisors hired after October 1, 2020 will not be entitled to either the Steam Generator premium or the OFA premium unless directed to obtain the OFA Level 2 ticket.

Delete:

~~19.02 Steam Generator Premium~~

~~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.~~

AA
7/9/21

Jessie Pai
7/10/21



(Canadian Office and Professional Employees Union, Local 378)

**TREE ISLAND
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 21, 2020	Time:
UP#1	1	<i>Amend</i>	

ARTICLE 1 – PARTIES

1.01

This Agreement is made and entered into by and between:

Tree Island Industries Ltd.
(hereinafter termed the "Employer")
Party of the First Part

and

MoveUP, Canadian Office and Professional Employees Union (COPE), Local 378
(hereinafter termed the "Union")
Party of the Second Part

As evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

E&OE

Signed off this 29 day of October 2020

For the Union

For the Employer

[Signature]

[Signature]



**TREE ISLAND
PROPOSALS 2020
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: October 21, 2020	Time:
UP#8	28	Amend	

ARTICLE 28 – UNION REPRESENTATION

28.03 Leave of Absence for Union Business

- a) Employees who are acting as full time officers or representatives of the Union or who are hired, elected or appointed to positions representing ~~COPE, Local 378~~ the Union or COPE National Union shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Employer.
- b) An Employee on leave pursuant to this Article 28.03 may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case s/he shall be responsible for reimbursing the Employer on a monthly basis for the cost of such continued coverage, unless either the Union or COPE makes such monthly payments on behalf of the Employee.

E&OE

Signed off this 29 day of October 2020

For the Union

For the Employer

[Signature]

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**TREE ISLAND
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 23, 2020	Time:
EP#3	17.07 07	Union Counter	

ARTICLE 17 – HOURS OF WORK AND SHIFT PREMIUMS

17.11 Christmas Shutdown

c) The Employer shall provide all Employees with a minimum of ~~ninety~~ forty-five (9045) calendar days prior written notice of a planned Christmas shutdown.

f) The Employer shall give at least ~~sixty~~ thirty (6030) calendar days advance notice to each Employee who is scheduled to work, in accordance with the provisions of this Article 17.11, during a Christmas shutdown. This provision shall not apply to circumstances beyond the control of the Employer.

E&OE
Signed off this 29 day of October 2020

For the Union

For the Employer

Neil Chiu

Wate



(Canadian Office and Professional Employees Union, Local 378)

**TREE ISLAND
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 23, 2020	Time:
EP#10	24.07	<i>Union Counter2</i>	

Article 24 - SICK LEAVE AND LONG TERM DISABILITY

24.07 Long Term Disability Plan - amend d) as below:

- d) Continuation of Employment and Benefits - An Employee who is eligible for or in receipt of benefits under the LTD Plan shall not be terminated by the Employer ~~except on the condition that Article 26.08 (a) applies~~ and benefits shall continue during any period of eligibility, subject to the Employee, if requested to do so by the Employer, providing a medical report from a medical practitioner of the Employee's choice attesting to the continued disability. The costs for obtaining such medical report shall be borne by the Employer
- e) Upon return to work following recovery, an Employee who was on claim for less than twenty-four (24) months shall continue in their former job; an Employee who was on claim for more than twenty-four (24) months shall return to an equivalent position for which the Employee has the required knowledge, skills, qualifications and any other requirements, pursuant to Article 16.05, exercising their seniority rights if necessary, pursuant to Article 40.02 of the collective agreement.

E&OE
Signed off this 29 day of October 2020

For the Union

For the Employer

Date _____
Time _____

Employer Counter to Union Proposal #7

Submitted October 23, 2020

26.06 – Gender Transition Assistance

When an Employee indicates to the Employer they are embarking on a gender transition process, the Employer, the Union and the Employee will work together to tailor a gender transition plan. Such plan shall include any medical or other required unpaid leaves of absence and workplace accommodation up to the point of undue hardship for the Employer. The Employer and the Union will enforce their respective harassment free work environment policies and will not accept any discriminatory actions. The Employee shall not lose any seniority.

Paul Smith
10/29/20

J. White
10/29/2020

Date 10/22/20
Time 1053

Submitted October 22, 2020

Employer Counter to Union Proposal #7

26.01 – Legislative Leaves of Absence - Create new article and renumber remaining articles

Employees meeting the criteria for such leaves will be granted leaves of absence in accordance with the provisions of Part 6 of the Employment Standards Act for Compassionate Care leave, Critical Illness or Injury Leave, Reservist Leave, Leave Respecting Disappearance of a Child, Leave Respecting the Death of a Child and Leave Respecting Domestic or Sexual Violence.

Carl Smith
10/29/20

J. White
10/29/2020

Date _____
Time _____

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.

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, **gender identity or expression**, marital status, family status, **genetic characteristics**, 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.

Neil Hunter
10/29/20

JWate
10/29/2020

Date _____
Time _____

40 – DISPLACEMENT, LAYOFF AND RECALL

40.01 Layoff of Regular Employees – Amend subsection d) as per the below

- a) If it is necessary to layoff regular Employees in a department or location due to shortage of work, organizational changes, or for reasons other than technological or procedural changes, as outlined in Article 41, the Employer shall meet with the Union, in a timely manner, and advise the Union of the proposed reduction and the jobs and Employees affected. Layoff is defined as one or more Employees losing their employment with the Company.
- b) Prior to laying off any regular Employee, the Employer shall terminate temporary Employees in the department or location affected.
- c) Regular Employees shall be laid off in inverse order of their seniority, provided that the retained Employees have the present ability to perform the job.
- d) Regular Employees who are to be laid off will receive four (4) week's written notice **or four (4) weeks' salary in lieu of notice at the Employer's discretion** except in cases of unforeseen operational requirements. A copy of such written notice will be sent to the Union.

Neil Smith
10/29/20

Waste
10/29/2020

Date _____
Time _____

Submitted October 26, 2020

Employer Proposal #11 – Appendix E – Job – Revised to remove Blue Circle references

Appendix E – Job Grades and Classifications – Amend to read as below:

GRADE 1

~~CENTRAL STORES ASSISTANT~~

GRADE 2

RECEPTIONIST
A/R ASSISTANT
ACCOUNTS PAYABLE ASSISTANT
~~ADMINISTRATIVE ASSISTANT~~
OPERATIONS/HUMAN RESOURCES CLERICAL ASSISTANT

GRADE 3

*PURCHASING ASSISTANT/BUYER
OPERATIONS/HUMAN RESOURCES ASSISTANT
PLANT PAYROLL ASSISTANT
SHIPPING ASSOCIATE
CENTRAL STORES ASSISTANT
HR/PAYROLL ASSISTANT

GRADE 4

SENIOR A/P SPECIALIST
INSIDE SALES REPRESENTATIVE
INVENTORY COORDINATOR
~~TRANSPORTATION COORDINATOR~~
MARKETING ASSISTANT
*INSIDE SALES SYSTEMS COORDINATOR
ASSISTANT SCHEDULER/PLANNER
FINANCIAL ACCOUNTANT ASSISTANT

GRADE 5

INTERMEDIATE DRAFTSPERSON
QUALITY ASSURANCE TECHNICIAN
SENIOR PAYROLL ASSISTANT
ASSISTANT ACCOUNTANT
*POWER PACK COORDINATOR
PURCHASING/OPERATIONS ASSISTANT
*SCHEDULER/PLANNER
HELP DESK SUPPORT SERVICES SPECIALIST
SENIOR SHIPPING ASSOCIATE

Accounts Payable Supervisor *GR* *July 20/21*

MA
10/29/20

• Internal Supply Chain Coordinator
GR
July 21/21

White *10/29/2020*

Date _____
Time _____

GRADE 6

QUALITY SYSTEMS COORDINATOR
IT SUPPORT SPECIALIST
CHEMICAL TECHNOLOGIST
ACCOUNTANT
TRANSPORTATION AND LOGISTICS COORDINATOR
SENIOR QUALITY ASSURANCE TECHNICIAN

GRADE 7

MECHANICAL TECHNOLOGIST
CUSTOMER SERVICE SUPERVISOR
INTERMEDIATE PROGRAMMER/ANALYST
PLANT PAYROLL SUPERVISOR
*CENTRAL STORES COORDINATOR
SENIOR SCHEDULER/PLANNER
NETWORK ANALYST ENGINEER
NETWORK SYSTEMS SPECIALIST
*MAINTENANCE COORDINATOR

GRADE 8

QA SUPERVISOR/~~NON-COMPLIANCE COORDINATOR~~
PRODUCTS STANDARDS SUPERVISOR
SENIOR BUYER
MARKET RESEARCH ANALYST
TRAFFIC SUPERVISOR

gr
July 20/21

GRADE 9

SENIOR DESIGNER (ELECTRICAL)
PRODUCT SEGMENT SPECIALIST
*PROGRAMMER ANALYST

GRADE 10

SENIOR PROGRAMMER/ANALYST

GRADE 11

APPLICATION DEVELOPMENT MANAGER
APPLICATION SUPPORT MANAGER
QUALITY SYSTEMS ENGINEERING MANAGER
METALLURGIST

SHIFT SUPERVISORS

SHIFT SUPERVISORS
SHIPPING SUPERVISORS

* Blue-circled job

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10/29/2020

Date _____
Time _____

- LOU 2 Job Sharing – Renew
- LOU 3 Shift Supervisors – Filling in on day shift– Renew
- LOU 4 Conflict Resolution – Renew
- LOU 6 Career Path Development – Renew
- LOU 12 Market Increase Adjustment – Renew

Paul Smith
10/29/20

Abelardo 10/29/2020



(Canadian Office and Professional Employees Union, Local 378)

**TREE ISLAND
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 21, 2020	Time:
UP#15	LOU #4	Amend	

LETTER OF UNDERSTANDING No. 4

BETWEEN

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

AND

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

Re: Conflict Resolution

WHEREAS, the Employer and the Union share a common desire to promote harmonious interpersonal relationships in the workplace among all persons employed by the Employer, both inside and outside of the bargaining unit represented by ~~COPE, Local 378~~ the Union; and

WHEREAS, the Union and the Employer recognize that, from time to time, some interpersonal relationships in the workplace can be or become dysfunctional; and

WHEREAS, the Parties agree that dysfunctional interpersonal relationships in the workplace may be helped by conflict resolution undertaken by persons with appropriate professional expertise;

NOW, THEREFORE, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) The Parties agree to establish a program of conflict resolution to provide Employees of the Employer, both inside and outside of the bargaining unit represented by ~~COPE, Local 378~~ the Union, with a process for resolving dysfunctional interpersonal relationships in the workplace.
- (2) When the Employer and the Union concur that a particular interpersonal relationship in the workplace is dysfunctional and may benefit from intervention in the form of conflict resolution, a conflict resolution specialist shall be selected by mutual agreement between the Parties and engaged to provide appropriate professional services. The Parties shall agree on a case-by-case basis whether the costs for these professional services shall be borne exclusively by the Employer or should otherwise be shared by the Parties. Notwithstanding anything, involvement by any Employee in the bargaining unit in any such conflict resolution shall be on a strictly voluntary basis.

AS
10/29/20

J. White
10/29/2020

- (3) Conflict resolution arising out of this Letter Of Understanding shall be done on a confidential basis, save and except that the Employer and the Union shall retain the right to require such reporting by any conflict resolution specialist engaged under this Letter Of Understanding as they in their sole discretion may, by mutual agreement, deem appropriate.

Such reports shall themselves be treated by both Parties as confidential. Without limiting the generality of the foregoing, no report by any conflict resolution specialist operating under this Letter Of Understanding shall be reflected in any manner in the personal file maintained by the Employer in respect of any Employee in the bargaining unit and the Employer shall not use any such report for any purpose related to the discipline or discharge of any bargaining unit Employee or for the purpose of any job selection or displacement, layoff or recall under the Collective Agreement.

- (4) Bargaining unit Employees who participate in conflict resolution under this Letter Of Understanding shall be granted the necessary time off work by the Employer for such purpose and this time shall be deemed to be time worked to be paid for by the Employer. Bargaining unit Employees thus granted such paid time off work shall be kept "whole" in all respects under the Collective Agreement as if they had remained working.
- (5) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (6) 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 29 day of October 2020

For the Union

For the Employer





Insert a new LOU #16:

LETTER OF UNDERSTANDING No. 16

BETWEEN

TREE ISLAND INDUSTRIES LTD.

("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

("Union")

Re: Bi-Weekly Payroll

The Company will strive to go to a bi-weekly payroll system as soon as business requirements allow it to take place. When bi-weekly pay is implemented, Articles 15.05 and 9.05 will be revised as follows:

10/29/20 gw

15.05 Employees to be Paid ~~Twice Monthly~~ **Bi-weekly**

a) ~~Employer to Pay Twice Monthly~~ The Employer shall pay Employees ~~on a twice monthly bi-weekly~~ basis for the life of this Agreement.

9.05 Salary Payment

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

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

*Not done
10/29/20*

Warte