

COLLECTIVE AGREEMENT

BETWEEN

**ROYAL BUILDING PRODUCTS -
ROYAL FLEX-LOX PIPE**

AND

TEAMSTERS LOCAL UNION No. 213

April 1st, 2013 - March 31st, 2017

**WALTER CANTA
Secretary-Treasurer**

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ROYAL FLEX-LOX PIPE

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THIS AGREEMENT made as of the 1ST day of April , 2013.

BY AND BETWEEN: **ROYAL BUILDING PRODUCTS -
FLEX-LOX PIPE**
3065 Sumas Mountain Road
Abbotsford, B.C. V3G 2L4

(hereinafter referred to as "The Company")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters
490 East Broadway
Vancouver, B.C. V5T 1X3

(hereinafter referred to as "The Union")

WHEREAS, it is the intention and purpose of the Company and the Union to foster and promote harmonious industrial relations between the Company and its employees.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION AND EXTENT

Interpretation:

- 1:01 The headings of each Article of this Agreement may be referred to but not included in the interpretation of the various Sections thereunder, and this Agreement shall be interpreted as a whole.
- 1:02 In the event that any word, phrase, sentence, section, or article of this Agreement is declared invalid by any Court of competent jurisdiction, only such word, phrase, sentence, section, or article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

ARTICLE 2 - UNION SECURITY

Coverage:

- 2:01 The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at the classified occupations listed in the Appendix and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

Membership:

- 2:02 All employees covered by this Agreement must be members in good standing of the Union.
- 2:03 Any employee who does not retain his membership in the Union shall not be retained by the Company within the bargaining unit or certification.
- 2:04 Any employee who has been laid off for any reason, and who does not retain his membership in the Union, will not retain his seniority with the Company.

Authorization of Deductions:

- 2:05 New employees shall be required to sign authorization cards for the deduction of initiation fees, dues and assessments, as required by the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made.

Dues shall be deducted from the second pay period previous to the quarter for which they are applicable. The Company shall record on each employee's T-4 Slip, the total Union Dues deducted and submitted on behalf of that employee.

Picket Lines:

2:06 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a legal picket line as determined by the Labour Relations Board of BC, and recognized by the Union.

Dispatch Hall and Hiring:

2:07 The Company shall advise the Union Dispatch Office of all new job openings. The Dispatch Office shall refer any available, suitable applicants for consideration. In filling each vacancy every effort will be made to obtain the best applicant available from all sources, and the final hiring decision shall be the responsibility of Management.

2:08 When employees are hired as provided above, they shall be considered employees of the Company and shall have fourteen (14) days in which to become members of the Union. As a condition of continued employment, the employee must remain a member in good standing of the Union.

Strike and Lockout:

2:09 During the term of this Agreement, there shall be no lockout by the Company and no strike, stoppage of work or slow down, either partial or general, authorized by the Union.

Contract and Hired Trucking:

2:10 The Company agrees that work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work and members of the bargaining unit normally performing this work would be laid off as a result.

2:11 Should it become impossible for the Company to hire outside equipment locally from:

- (a) Companies or Dependent Contractors with employees under agreement to this Local Union, or
- (b) Dependent Contractors of this Local Union,

then the Company shall be free to hire outside equipment from:

- (a) Companies or Dependent Contractors with employees under agreement to another Teamsters Local, or
- (b) Dependent Contractors of another Teamsters Local.

In every instance, such equipment shall be operated by members of the Teamsters Union.

Shop Stewards:

2:12 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given to the Shop Steward to carry out his duties.

Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off, without pay, by the Company.

Working on Construction:

- 2:13 In the event that the Company should require any employee covered by this Agreement to engage in work on new construction, in the confines of a construction site for which more favourable wage rates than those herein contained are paid, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged.
- 2:14 The above paragraph shall not apply to employees who deliver the products from the Company's established shipping points. It shall, however, apply to employees who are required to remain on the site to off-load or distribute materials from vehicles other than those operated by the Company.
- 2:15 The Business Representative of Local 213 shall have access to all jobs and plants, etc. covered by this Agreement, in carrying out their regular duties, after first notifying the Employer.
- 2:16 The Company shall establish, or continue, during the term of this Agreement, a Labour Management Committee.
- 2:17 This Committee shall meet during working hours, at least once each month.
- 2:18 The senior representative of Management or his delegate shall attend these meetings.
- 2:19 The Parties agree that the issue of job training shall be referred to the Labour Management Committee who shall seek input from the bargaining unit and shall make recommendations to the Company.
- 2:20 (a) Plant and shift supervisors are primarily responsible for the department management and supervisor duties, and will not normally perform a job which is covered by a bargaining unit employee.
- The exceptions to the foregoing will be in cases of experimentation or product development, training situations or emergencies.
- (b) It is agreed that, in the application of (a) above, no bargaining unit employee will be laid off or down-graded.

ARTICLE 3 - NEW CLASSIFICATIONS

Rates and Effective Dates:

- 3:01 The Company shall notify the Union when any new classification or job coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing classification or job. The Union and the Company shall negotiate on the rate to be established and the rate, once established, shall be retroactive to the introduction date of the new classification or job. Whenever a new process is introduced the employees shall be paid the new rate less twenty-five cents (25¢) per hour or their previous rate, whichever is higher, for up to a twenty-one (21) working day training period.

ARTICLE 4 - DISCHARGE OF EMPLOYEES

- 4:01 The Company has the right to discharge any employee for just cause. Employees shall be notified, in writing, the reason for such dismissal and a copy of notice to be sent to the Union within seventy-two (72) hours of the discharge.

ARTICLE 5 - MANAGEMENT RIGHTS

5:01 The management and operation of and the direction and promotion of its working forces is the exclusive responsibility of the Company, provided, however, that nothing in any of the provisions of this clause shall, in any way, limit, void or affect the other provisions of this Agreement.

ARTICLE 6 - WAGES AND WAGE STATEMENTS

Wages:

6:01 The Company shall pay wages to every employee and Dependent Contractor covered by this Agreement, at the hourly rates for the various classifications contained in the Appendix. These rates are the minimum rates. The Appendix shall be deemed to be contained in and form part of this Agreement.

Statement:

6:02 The Company shall provide every employee covered by this Agreement with a separate, detachable written or printed itemized statement in respect to all payments made to such employee by the Company each pay day. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amounts of wages, vacation pay, pay for Statutory Holidays, and all deductions made therefrom.

Payment of Wages:

6:03 Employees shall be paid by direct bank deposit every second (2nd) Friday during normal banking hours.

Termination Cheques:

6:04 If an employee is terminated by the Company he shall be paid all monies owing forthwith. The monies due will be payable through head office and will be mailed to the employee upon request.

If an employee terminates of his own accord he will be paid on the next scheduled pay day.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7:01 EIGHT (8) HOUR SCHEDULE

(a) The work week for all employees in a non-continuous operation covered by this Agreement shall be five (5) consecutive days of eight (8) hours duration, commencing 7:00 a.m. Monday and ending not later than 3:30 p.m. Friday or commencing 8:00 a.m. Monday and ending not later than 4:30 p.m. Friday

(b) Shipping:

The work week for employees working less than 12-hour continuous shifts in the Shipping Department covered by this agreement shall be five (5) consecutive days of eight (8) hours duration, commencing 7:00 a.m. and ending not later than 3:30 p.m. or commencing 8:00 a.m. and ending not later than 4:30 p.m.

If required, a mid-day shift may be scheduled commencing at:

- i. 10:00 a.m. and ending not later than 6:30 p.m.
- ii. 12:00 p.m. and ending not later than 8:30 p.m.

An individual's work week may include a Saturday or Sunday, but not both. There shall be a premium of \$0.25 per hour for the mid-day shift.

This clause will supersede other clauses in Article 7:01 but will not negate language pertaining to additional eight-hour shifts.

- (c) The work week for Maintenance employees only shall be as described in 7:01 (a), or from Tuesday to Saturday (under this schedule Monday becomes a normal day off or alternatively an overtime day).
- (d) Once established, the work week cannot be changed unless agreed to by the signatories to this Agreement.
- (e) No maintenance work shall be performed on Saturdays, Sundays or Mondays by other than Maintenance employees.
- (f) All hours worked immediately prior to or immediately following an employee's regular hours shall be totalled and paid as follows:

First two (2) hours. . .One and one-half (1 1/2X) times the rate.
All hours thereafter. . .Two (2X) times the rate.
- (g) Any time worked in excess of eight (8) hours daily shall be paid for at the appropriate overtime rates. There shall be no more than one hundred and sixty (160) straight time hours worked in any twenty-eight (28) day period.
- (h) When additional eight (8) hour shifts are required, a two (2) week swing shift shall be established. The senior employees shall have the first choice as to which shift they shall start at and will then swing.
- (i) In the event that additional shifts are not required for three (3) consecutive days, or more, overtime rates shall be paid.
- (j) Where more than one (1) shift is required and continued for three (3) or more consecutive days, seven and one-half (7 1/2) hours exclusive of lunch period shall constitute the second shift for which eight (8) hours shall be paid. Seven (7) hours exclusive of lunch period shall constitute the third shift for which eight (8) hours shall be paid.
- (k) Additional shifts shall not commence more than one (1) hour prior to the end of the previous shift.
- (l) A thirty (30) minute meal period will be taken midway in each shift.
- (m) A coffee break shall be allowed each employee of the Company as close to midway in the first half of the shift and as close to midway in the second half of the shift as possible. Time allowed for coffee breaks shall be ten (10) minutes each.
- (n) Where overtime preceding or following an employee's normal shift goes beyond two (2) hours the employee shall be entitled either to a hot meal or ten dollars (\$10.00) to cover the cost of a hot meal. This condition shall be repeated each four (4) hours.

7:02 **TWELVE (12) HOUR SCHEDULE**

- (a) Where a continuous operation is required, employees shall work a twelve (12) hour schedule as posted, inclusive of a thirty (30) minute paid meal break.

- (b) There shall be three (3) coffee breaks as follows:
 - One ten (10) minute break between 10:00 & 11:00
 - One ten (10) minute break between 3:00 & 4:00
 - One fifteen (15) minute break between 5:30 & 6:30.
- (c) The hours of work for continuous operations shall be forty-two (42) hours per week averaged over a two (2) week pay period. Overtime shall be paid for time worked in excess of forty (40) hours averaged over each two (2) week pay period and for time worked in excess of twelve (12) consecutive straight time hours.
- (d) All hours worked in excess of twelve (12) hours in a day or in excess of eighty (80) straight time hours in the two (2) week averaging period shall be paid for at the rate of double time.
- (e) Where an employee works four (4) twelve (12) hour shifts in either week of an averaging period notwithstanding that he may have worked less than three (3) shifts in the other week of that averaging period, he shall nevertheless receive four (4) hours overtime. For the purpose of this section, a Statutory Holiday shall be regarded as hours worked.
- (f) When an employee on the twelve (12) hour shift is required to work overtime he shall receive a meal if he is to work in excess of two hours overtime. If mutually agreed, he may take that meal at the commencement of the overtime or he may defer the meal time. Where the meal time is deferred, a meal may be provided at the agreed to alternative time or a ten dollar (\$10.00) allowance may be paid to cover the cost of a hot meal. Where more than one (1) employee is involved in overtime, only one (1) of the two meal options shall be chosen, and the decision of the majority shall govern.
- (g) The existing conditions of an additional twenty cents (20¢) per hour while working on a continuous shift operation, shall be continued for the term of this Collective Agreement.
- (h) All employees working the 8:00 P.M. to 8:00 A.M. shift shall receive a fifty cent (50¢) per hour premium.

7:03 Where the decision is that an employee will complete the overtime and then take the meal allowance as provided for in 7:01 (m) and 7:02 (f), the employee shall have one-half (½) hour added to his overtime pay to cover the time required to eat the meal.

7:04 **GENERAL**

- (a) Double time shall be paid for all hours worked on an employee's normal day off provided that the employee has worked in excess of the total number of scheduled straight time hours in his/her two-week pay period.
- (b) Ten (10) hours shall be the minimum break between the end of a shift and the start of the next shift. Otherwise, overtime rates will apply to the end of the ten (10) hour break and regular time for the balance of the regular shift.
- (c) Maintenance employees who are called out for emergency repairs shall be paid a minimum of four (4) hours at straight time pay or for the time worked at two times the hourly rate (double time), whichever is greater. Such employees shall have the right to go home when the particular work for which they were called out has been completed.

Maintenance employees who assist with emergency repairs via the telephone/email will be paid a minimum of one (1) hour at straight time.

(d) **Crew Change on Same Rotation:**

Employees shall be notified prior to the completion of their shift if they are not required the following day and shall not report until recalled.

Employees who are on their days off, or on holiday shall be notified no less than twenty-four (24) hours in advance of any change in their scheduled shift commencement. Notice to the employee must be given by his immediate supervisor.

(e) **Crew Change to Opposite Rotation:**

When it becomes necessary to transfer an employee from one shift to another, the employee must be given forty-eight (48) hours notice of such change. Should an employee be transferred without the required forty-eight (48) hours notice, he shall be on overtime rates for the first shift worked, or if an employee is required to start his new shift with less than sixteen (16) hours from the finish of his previous shift he shall be on overtime rates for the first shift worked. The sixteen (16) hour limitation may be waived by mutual agreement between the Company and the employee.

(f) Statutory Holidays or annual vacation days which fall on an employee's normal work day shall be deemed to be hours worked.

(g) Overtime shall be on a voluntary basis. Where the overtime is a continuation of a current shift, such overtime shall be offered successively starting with the most senior qualified employee(s) on shift in the department concerned as defined in 9:03(a). However, if there are no volunteers, it is understood that the most junior qualified employee(s) on shift shall be required to work the overtime.

Where the overtime is required by an employee(s) on his scheduled day(s) off, such overtime shall be offered successively and due to availability, starting with the most senior qualified employee(s) in the department concerned. However, if there are no volunteers, it is understood that the most junior qualified and available employee(s) shall be required to work the overtime.

Allocation of overtime will continue to be subject to considerations of qualifications and fatigue.

(h) The Employer shall give a minimum of seven (7) days' notice prior to moving from a normal shift operation (7:01) to a continuous shift operation (7:02) or from a continuous shift operation to a normal shift operation.

(i) The Company shall not require any employee covered by this Agreement to work less than four (4) nor more than four and one-half (4 1/2) consecutive hours at any time without a one-half (1/2) hour break.

(j) If an employee starts his day's work, he shall be paid not less than four (4) hours regular pay at his/her posted rate for the day. If work is to be made available at a lower classification, he shall be notified the day previously.

(k) If an employee works on a temporary basis at a higher classification (not for training purposes), they will be paid the higher rate for the hours worked rounded up in two hour increments (e.g.: four (4) hours plus one minute to six (6) hours will be paid as six (6) hours).

(l) Any employee who reports but does not commence work shall be paid two (2) hours pay at his regular rate.

ARTICLE 8 - SENIORITY

- 8:01 All new employees shall have a probationary period of four hundred and eighty (480) hours worked.
- 8:02 The Company shall keep on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment and classification. The Company will forward a copy of said list to the Union at least once every six (6) months.

8:03 Job Posting

- (a) Applications for newly created classifications may be submitted within two shifts upon return from vacation.
- (b) The Company shall post, and keep posted for not less than one hundred and twenty (120) hours, or five (5) consecutive working days, in a conspicuous place, at each place of business maintained by the Company, notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee has the required qualifications. If an employee is not at work during the period of the posting, and if that employee had previously indicated his interest, in writing, to apply for any such posted position, the employee will automatically be considered for the posted position by the Company. The awarding and assignment of the posted position shall be done within seventy-two (72) hours of the closing of the position, however, exceptions to the above may be necessary when evaluating required qualifications (e.g.: candidates who may not be readily available due to being on different shifts or vacations, etc).

In addition to the above, the Company shall post training positions for certain key jobs. The applicant shall be selected in accordance with the criteria outlined in the preceding paragraph and shall receive the training necessary to allow him to take over the job on a relief basis. When his training has been completed, he shall be used for short term relief work for vacation and other absences. This arrangement shall not affect the requirement for posting of permanent vacancies as outlined in the preceding paragraph.

- (c) Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job, or a trained employee who posted for a training position, may be given preference.
- (d) The successful applicant shall be on a trial period in his new job for twenty-one (21) days worked, during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings. The foregoing trial period may be extended by mutual consent.

The exception to the above will be that employees promoted to the job of Extrusion Operator or Journeyman will have a trial period of forty-five (45) days worked.

- (e) In order to minimize wasted training investment, no employee may change job positions through the posting procedure more than once in any twelve (12) month period unless mutually agreed. This same rule applies to trainee postings. Any subsequent postings to be reviewed by Union and Management.
- 8:04 Employees shall retain re-hire rights for six (6) months from the date of layoff where they have seniority of one (1) year or less, and will retain their re-hire rights for one (1) year where their seniority is in excess of one (1) year. Such employees shall retain their full seniority.

Ex-employees who are hired after the expiration of the re-hire period shall be considered as new employees.

8:05 Should a properly notified employee, however, not report for work, his name shall be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number. If an employee is laid off for a period of thirty (30) days, or longer, he shall be given a maximum of seven (7) days to report for work.

8:06 Employees classified as Take-Off Standard shall have the right to select, with the Production Supervisor, or in his absence, the Extruder LeadHand Operator, which line they shall work on in accordance with seniority, subject to the Company's right to ensure that large diameter and/or critical extrusion processes are manned by qualified Take-Off Standard personnel.

ARTICLE 9 - LAYOFF PROCEDURE

9:01 Long Term Layoff

- (a) A long term layoff shall be defined as a layoff which will be of thirteen (13) weeks or longer.
- (b) A long term layoff shall be conducted on the basis of plant seniority with the most junior employee being the first laid off, the next most junior employee being the second laid off, etc.
- (c) In the event that a junior employee cannot be replaced by an available, remaining employee who can fill the job requirements efficiently, that employee shall be retained, and the next most junior employee laid off.

9:02 Short Term Layoff

- (a) A short term layoff shall be defined as a layoff which will be of less than thirteen (13) weeks duration.
- (b) For the purposes of short term layoffs, plant jobs will be classified into "protected" and "unprotected" jobs.

"PROTECTED" - Jobs above labouring and entry level jobs shall be referred to as "protected" jobs. Employees in "protected" jobs shall not be displaced as the result of a layoff which occurs because of a curtailment or closure of another Department.

"UNPROTECTED" - Jobs considered to fall into the "unprotected" categories are: Labourer, General Yardman, Plastics Take-Off.

- (c) A short term layoff shall be achieved first by a Department curtailment and, secondly, by a plant layoff.

i) Department Curtailment

Employees of the affected Department(s) shall move back down through the categories of the progression ladder in the reverse order to which they moved up. The employees who occupy the bottom jobs in the Department and who have the least Department seniority will be released from the Department(s) for re-assignment or for layoff according to their Company seniority.

ii) Plant Layoff

Those employees released as a result of the Department curtailment will be laid off or retained in accordance with their Company seniority and shall not be retained in preference to more senior employees in unprotected categories in other Departments.

iii) Re-Assignment

Those employees released as a result of the Department curtailment whose Company seniority is sufficient that they are not affected by the Company layoff will be assigned to the jobs vacated by the laid off employees, the most senior being given first choice, the next most senior second choice, etc.

- iv) The Company layoff will be determined by overall Company seniority but will be confined to the unprotected categories until all of the unprotected employees have been laid off.
- v) If the number released as the result of a Department curtailment as outlined in (a) is in excess of the total number of junior employees in unprotected categories, then the least senior of those released from the Department who cannot be assigned as outlined elsewhere in this procedure shall be laid off.

9:03 General

- (a) The Company, when laying off employees, shall lay them off in reverse order of seniority subject to required qualifications, and in accordance with Article 9.
- (b) Employees shall receive one (1) calendar day's notice of lay-offs which are two (2) weeks or less and four (4) calendar days' notice of lay-offs in excess of two (2) weeks, except in situations where a lay-off is necessitated as a result of occurrences beyond the Company control, such as fire, flood, power failure, mechanical failure, which results in stoppage of a line or delay in delivery of material essential to the Company.
- (c) Where a layoff exceeds thirteen (13) weeks, employees shall receive advance notice or pay in lieu of notice in accordance with the following table:

Service	Notice or Pay in Lieu:
0 - 6 months less 1 day	nil
6 months - 3 years less 1 day	2 weeks
3 years - 4 years less 1 day	3 weeks

For each additional year, the employee shall be entitled to an additional one (1) week's notice or pay in lieu thereof up to a maximum of eight (8) weeks.

- (d) The notice referred to in 9:03 (c) shall not include vacation time off. For example, if an employee was scheduled for vacation prior to the time layoff notice was given, and prior to the date of layoff, the vacation period would not be counted in computing the required advance notice.
- (e) When an employee is laid off temporarily, and the layoff is extended to the point where the layoff exceeds thirteen (13) weeks, the employee becomes entitled to layoff notice in accordance with 9:03 (c). Where adequate notice had not been given in advance, the employee shall be entitled to the appropriate pay in lieu of notice.

- (f) For the purposes of layoff, rehire and callout overtime, the Company shall be deemed to have the following Departments:

Pipe Extrusion
Shipping and Yard
Maintenance.

- (g) Senior employees whose jobs have been discontinued shall have the right to request a layoff rather than re-assignment and would then be entitled to wait for recall to a more acceptable job, if an opening occurs during their recall period (Article 8:04).

(h) **Bumping Rights**

An employee displaced from his job as a result of a curtailment shall have the right to displace a junior employee who is not affected by the resulting layoff, providing he has previously worked on that job on a regular basis within the Company.

(i) **Re-Assignment and Re-Hire Provisions**

- i) Employees re-assigned to another Department as a result of a Department curtailment shall have the right to return to their previous Department in the order of their previous Department seniority.
- ii) Employees laid off from the plant shall be re-hired in accordance with their Company seniority, subject to required qualifications and subject to the provisions of Article 8:04.
- iii) Employees shall be re-assigned as outlined above at the end of the current pay period.

ARTICLE 10 - STATUTORY HOLIDAYS

10:01 Every employee who has completed his probationary period shall receive a day's pay for New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and December 31st provided however, that the employee shall have worked his "scheduled" work day before and after such holiday, unless express permission to be absent shall be obtained from his Supervisor or Manager. Any employee required to work on any of the above holidays shall receive double time (2x) in addition to the day's pay.

A floater holiday shall be observed once annually. The floater shall be the day immediately preceding or following the employee's scheduled day(s) off closest to the employee's birthday. The choice shall be made by the employee subject to operational requirements.

10:02 (a) If a Statutory Holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive Statutory Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays or the preceding Friday and following Monday.

- (b) i) When a Statutory Holiday listed in 10:01 is observed during an employee's vacation or normal day(s) off, the employee shall receive a day off with pay in addition to his vacation pay. The employee may:

- 1) Take the day(s) in conjunction with his vacation;
- 2) Take the day(s) off mid-week or in conjunction with other scheduled days off;

- 3) Accumulate such day(s) and take them off at one time.
 - ii) The days off chosen will be by mutual agreement between the employee, the Company and the Union; and will not conflict with the vacation schedule. Such holidays must be taken within the calendar year earned or as mutually agreed.
 - (c) Statutory Holiday pay shall be based on the employee's normal straight time work schedule. An employee on an eight (8) hour daily schedule shall receive eight (8) hours Statutory Holiday pay; an employee on a twelve (12) hour daily schedule shall receive twelve (12) hours Statutory Holiday pay.
- 10:03 (a) Lay-Off - Employees on lay-off shall be entitled to Holiday Pay for any Statutory Holidays which occur within twenty (20) days following the date of lay-off or which occur within twenty (20) days immediately preceding the date of return to work.
- (b) Illness or Accident - Employees absent as a result of illness or accident shall be entitled to Holiday Pay for any Statutory Holidays which occur within three months following commencement of the illness or incapacity.

ARTICLE 11 - ANNUAL VACATIONS - FOR EMPLOYEES HIRED BEFORE APRIL 1ST, 2013

Two (2) Weeks:

11:01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during this period shall be entitled to two (2) consecutive weeks vacation with pay equal to two (2) full weeks straight time pay at the employee's regular rate, or four percent (4%) of annual gross earnings, whichever is the greater.

Three (3) Weeks:

11:02 Each employee who has completed five (5) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to three (3) consecutive weeks vacation with pay equal to three (3) full weeks straight time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

Four (4) Weeks:

11:03 Each employee who has completed eight (8) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of four (4) weeks vacation with pay equal to four (4) full weeks straight time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

Five (5) Weeks:

11:04 Each employee who has completed fifteen (15) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of five (5) weeks vacation with pay equal to five (5) full weeks straight time pay at the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

Six (6) Weeks:

11:05 Each employee who has completed twenty-four (24) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of six (6) weeks vacation with

pay equal to six (6) full weeks straight time pay at the employee's regular rate, or twelve percent (12%) of annual gross earnings, whichever is the greater.

Seven (7) Weeks:

11:06 Each employee who has completed thirty (30) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of seven (7) weeks vacation with pay equal to seven (7) full weeks straight time pay at the employee's regular rate, or fourteen percent (14%) of annual gross earnings, whichever is the greater.

Summary:

11:07 Years of Service	Length of Vacation	Payment (whichever is the greater)
1 year to 2 years less a day	2 weeks	2 full weeks or 4% annual gross earnings
2 years to 8 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
8 years to 16 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
15 years to 24 years less a day	5 weeks	5 full weeks or 10% annual gross earnings
24 years to 30 years less a day	6 weeks	6 full weeks or 12% annual gross earnings
30 years and over	7 weeks	7 full weeks or 14% annual gross earnings

FOR EMPLOYEES HIRED AFTER APRIL 1ST, 2013

Two (2) Weeks:

11:08 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during this period shall be entitled to two (2) consecutive weeks vacation with pay equal to two (2) full weeks straight time pay at the employee's regular rate, or four percent (4%) of annual gross earnings, whichever is the greater.

Three (3) Weeks:

11:09 Each employee who has completed five (5) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to three (3) consecutive weeks vacation with pay equal to three (3) full weeks straight time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

Four (4) Weeks:

11:10 Each employee who has completed ten (10) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of four (4) weeks vacation with pay equal to four (4) full weeks straight time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

Five (5) Weeks:

11:11 Each employee who has completed fifteen (15) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of five (5) weeks vacation with pay equal to five (5) full weeks straight time pay at the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

Note: Employees working the twelve (12) hour shift shall have their vacation pay computed on the basis of forty (40) hours straight time and two (2) hours overtime per week.

Where single days of vacation are taken, the vacation pay for each day shall be computed by dividing by seven the total pay the employee would receive by working the normal two (2) week schedule.

Vacation Pay:

Vacation pay may be paid on separate cheques.

11:12 The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each twelve (12) months in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, six (6) week, or seven (7) week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent through Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to requalify by working the minimum of one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above.

11:13 An employee's anniversary date of hire shall be used as the date to calculate an employee's vacation entitlement and pay.

11:14 Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay said employees double time (2X) for the day. In addition, the employee shall have the option of being paid his vacation pay for the day or of rescheduling the vacation day with pay.

Vacation Overtime:

11:15 (a) As of January 1st of each year each employee shall have the choice of being reimbursed in full for overtime worked or for banking the overtime premium and receiving it as time off in accordance with the provisions outlined below. Once this total has been reached, the employee shall have the option of receiving pay for all subsequent overtime worked or of continuing to bank the overtime premium for the purpose of contributing same to his RRSP account.

(b) The maximum which can be accumulated and taken as time off in the calendar year shall be forty (40) hours or forty-eight (48) hours. Once this total has been reached, the employee shall have the option of receiving pay for all subsequent overtime worked or

of continuing to bank the overtime premium for the purpose of contributing same to his RRSP account.

- (c) Accumulated overtime must be taken by December 31st of each year. Any accumulated overtime not taken shall be paid out in cash at the rate incurred or, at the employee's option, shall be paid into his RRSP account.
- (d) For the purpose of this Article, overtime shall be hours worked beyond forty (40) hours per week, or beyond the forty (40) hours per week average in the continuous operation two (2) week averaging period.
- (e) Only by agreement between the Company and the Union may an employee receive cash payment of accumulated overtime for urgent compassionate or personal reasons.
- (f) Overtime shall be credited in terms of hours and when taken as time off shall be paid out at the same hourly rate as accumulated. At the time of retirement, all accumulated hours in the employee's accumulated overtime bank will be paid out in total.
- (g) An employee may request and receive accumulated overtime off at any time which is mutually agreeable to the employee and the Company. Except in emergency situations or in situations where it is mutually acceptable to waive the time requirement, employees must apply for accumulated time off two (2) weeks in advance. Every effort will be made by the Company to grant such time off when requested, but the decision shall be influenced by the number off at that time and relief available.

11:16 The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.

Choosing Vacations:

11:17 The Company shall post a vacation calendar from February 1st to March 15th each year for the benefit of the employees. After the aforementioned period, vacations shall be allocated as mutually agreed upon by the Company and employees.

11:18 Employees taking their annual vacation between November 1st and February 28th, at the Company's request, shall be entitled to an additional one (1) week's holiday, with pay.

ARTICLE 12 - GRIEVANCE PROCEDURE

Qualifying Period:

12:01 Any difference between the Company, the Union or the employees covered by this Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement shall be considered a grievance. Where a grievance refers to a particular occurrence or incident, other than a payroll error, no consideration shall be given by either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. In the case of payroll errors, the time limit will be thirty (30) days.

12:02 The steps of the Grievance Procedure shall be as follows:

STEP 1

An employee(s) shall take his grievance up with the Supervisor. The employee shall have the right to have the Shop Steward present.

STEP 2

Should a solution not be reached at Step 1, then the Shop Steward, accompanied by the employee, shall discuss the matter with Management. If no solution is reached, then the Shop Steward shall submit the grievance in writing.

The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the Agreement that has been violated and it shall provide a statement as to the remedy or relief being sought. The Company shall reply, in writing, within seven (7) days.

Notwithstanding the above, if an 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.

STEP 3

In the event that the said representatives fail to reach a satisfactory settlement within seven (7) days after submission of the grievance, or within such longer time as agreed to by the Parties, then it shall be referred to the Union's Business Agent and Management.

If a satisfactory settlement is not reached within fifteen (15) days after the meeting between the Business Agent and Management, the matter may be referred to Arbitration as set out below.

12:03 Upon receipt of notification from the grieving Party that it intends to proceed to arbitration, the Parties shall confer to select a single Arbitrator. If they fail to agree on an Arbitrator willing to act, either of them may apply to the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

(a) i) If the parties agree, an arbitration board of three (3) persons may be chosen to act in the same capacity as a single arbitrator. The Party desiring arbitration shall appoint a member to the Board and shall notify the other Party in writing of the appointment.

The Party receiving the notice shall, within seven (7) calendar days thereafter, appoint a member to the Board and notify the other Party in writing of the appointment.

- ii) The Arbitrators so appointed shall confer to select a third person to be Chairman. If they fail to agree on a Chairman willing to act, either of them may apply to the Director of the Collective Agreement Arbitration Bureau to appoint the Chairman.
- (b) The Arbitrator or Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement.
- (c) The Arbitrator or Board of Arbitration shall have all the powers given to arbitrators pursuant to the Labour Relations Code.
- (d) If a Party notifies the other Party that it intends to proceed to arbitration, but an Arbitrator is not agreed upon and no steps are taken toward the appointment of an Arbitrator for ninety (90) days following the notice to go to arbitration, the grievance shall conclusively be deemed to be abandoned.
- (e) Each of the Parties hereto shall bear one-half (1/2) the fees and expenses of the Arbitrator or Chairman.

12:04 If reprimands are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the reprimands, otherwise it shall be null and void. In any case, two (2) years from the date of occurrence, such reprimands shall be deleted from the employee's file.

ARTICLE 13 - HEALTH & WELFARE

13:01 Effective August 1, 1984 the Employer will provide for all present employees, a benefit plan, a summary of which forms Appendix "B" of this Agreement. Actual benefits are outlined in the Contracts of Insurance which create the benefits. The eligibility requirements and payment of benefits under the Benefit Plan are governed by the Contracts of Insurance which do not form part of this Agreement. The Employer's liability with respect to the Benefit Plan is limited solely to making the Benefit Plan available, as outlined in Appendix "B", and to making the payment of the Employer's share of the premiums.

13:02 Employees hired after August 1, 1984, will be covered on the first (1st) day of the month following their probationary period.

13:03 Employees who have been laid off and who have no less than twelve (12) months' service at the date of layoff will continue to receive full coverage for four (4) months following the date of layoff.

13:04 The Company agrees to pay one-seventh (1/7th) of the amount of weekly indemnity per day off for the first (1st), second (2nd) and third (3rd) days an employee is off work due to non-compensable sickness or injury. This shall apply only where the employee's Weekly Indemnity claim has been established for the sickness.

13:05 When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident.

13:06 The Company shall establish, or continue, a safety committee of which Management personnel shall not outnumber Union members. This committee may meet in conjunction with the Labour Management Committee and shall operate as required by the WorkSafeBC regulations.

13:07 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to report in writing to the management or garage foreman any vehicle considered unsafe. Such vehicle shall be tagged "out of service" until properly repaired.

All Company mobile equipment shall be equipped with an amber rotating roof light and with an audible backup warning system. All Company pick-up trucks shall be equipped with an audible backup warning system.

13:08 The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

13:09 The Company shall pay employees who are requested by the Company to take a physical examination. The examination shall be during working hours.

13:10 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regular assigned duties, the following procedure shall be applied.

13:11 The Company shall assign the employee to other duties if possible. In the event that it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect to the employee. Should the Union, or the employee, disagree with

the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.

- 13:12 Where there is no agreement between the two (2) physicians on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- 13:13 The findings of the consultant shall be final and binding.
- 13:14 The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
- 13:15 Should the consultant deem the employee capable of carrying out his regular duties, then the employee shall not suffer any loss of earnings caused by his having been removed from, or temporarily suspended from, his regularly assigned duties.
- 13:16 The Company agrees to maintain on its premises, adequate, clean, sanitary washrooms, having hot and cold water and toilet facilities.
- 13:17 The Company shall provide and properly maintain adequate lunchrooms. Employees are expected to keep the lunchrooms clean and tidy.
- 13:18 Should the Company or the Superintendent of Motor Vehicles require licenses beyond normal requirements for the job an employee is doing, such as air tickets, or requiring an employee to be bonded, the Company will allow time off and use of Company equipment, as required, without loss of pay to the employee and the Company shall be required to pay for any examinations, including medical, licenses or bond required.
- 13:19 Should an insurance company refuse to insure any employee, the Company and said Union will endeavour to find employment within the Company so that the employee will not lose his employment.

ARTICLE 14 - SAVINGS CLAUSE

- 14:01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

ARTICLE 15 - LEAVE OF ABSENCE

- 15:01 (a) Leave of absence may be granted at the discretion of the Company. All applications for leaves of absence must be made in writing. All applications shall be replied to in writing and a copy of such reply will be remitted to the Union. Employees' seniority protection shall be in accordance with the Union regulations.
- (b) Any employee hereunder on leave of absence engaged in gainful employment, without prior written permission from both the Company and the Union, shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.
- 15:02 Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be allowed time off, without loss of pay, to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or action as outlined above.

- 15:03 The Company shall continue to pay any employee whose absence is due to serving jury duty for a period of up to four week's pay, provided, however, that all sums received by the employee by way of payment for jury duty shall be turned over to the Company, to the end that no employee shall receive both his regular applicable rate and jury duty pay.
- 15:04 It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.
- 15:05 In the event of a death in his immediate family, and upon the request of a regular employee, twenty-four (24) hours of straight time off will be paid for by the Company. Immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, and grandparent. In addition, if the employee is notified of the death while he is working, he will be excused from, and paid for, the balance of the working shift and such time shall not be charged against the bereavement leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company.

ARTICLE 16 - WORK CLOTHES & SAFETY EQUIPMENT

- 16:01 Coveralls will be supplied to employees and, in addition, wet weather gear will be available as required.
- 16:02 The Company shall provide each employee, who has completed one (1) year of service, up to two hundred and fifty dollars (\$250.00) every twenty-four (24) months towards the purchase of safety footwear. A sales receipt must be provided to the Company. It shall be mandatory for all employees to wear such footwear when in receipt of same as per this clause.
- 16:03 Each employee, upon completion of their probationary period, shall be reimbursed for the cost of one (1) pair of silicon form-fitted ear protection, to a maximum of one hundred dollars (\$100.00). Replacement shall be the employee's responsibility.
- 16:04 Wherever and whenever the Company or the Workers' Compensation Act regulations require equipment to be used on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 17:01 Notwithstanding the provisions of Article 3, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this collective agreement applies.
- 17:02 Should automation cause jobs to disappear, the employee shall have the opportunity to work (providing he has the seniority) at another classification. Should training be required the employee shall be allowed up to twenty-one (21) days without any loss of pay.
- 17:03 The Company shall pay to each employee with two (2) or more years of service, severance pay in the amount of one (1) week's pay for each year of service when his employment is permanently discontinued due to automation or technological change.
- 17:04 Severance pay as outlined in Article 18:03 shall be paid to each employee whose employment is permanently discontinued as a result of the sale, lease, transfer, or closure, either in whole or part, of the Company's operation(s).
- 17:05 Employees laid off as a result of the conditions outlined in 18:04 may receive their severance pay immediately upon layoff or may elect to be placed on a re-hiring list and defer the receipt

of severance pay for the seniority retention period outlined in Article 8:09. If they are rehired within the seniority retention period they would return with no loss of seniority. An individual may elect to take severance pay at any time during the seniority retention period, or, in any event, those who have not been rehired by the expiration of the period shall, at that time, receive their severance pay entitlement. Rehire rights shall cease upon the payment of severance pay.

ARTICLE 18 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

18:01 The Employer shall make contributions at the rate of two cents (2¢) per hour for all regular and overtime hours worked for each employee covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the 1st day of June, 2000.

ARTICLE 19 - DURATION

19:01 This Agreement shall be for the period from and including April 1st, 2013, to and including March 31st, 2017, subject to the right of either party to the Agreement within four (4) months immediately prior to the date of expiry of this Agreement, which is March 31st, 2017, by written notice, to require the other Party to the Agreement to commence collective bargaining.

19:02 It is agreed and understood that all retroactive pay shall be paid in full within fourteen (14) days from date of ratification on the condition this "Memorandum of Agreement" is signed by the Union Representative.

19:03 This shall apply to all past and present employees who worked during the period to which the retroactivity is applicable.

19:04 All changes to the Collective Agreement shall be effective on the date of signing unless otherwise specified.

19:05 The operation of sub-section 2 of Section 50 of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 20 - EMPLOYEES REGISTERED RETIREMENT SAVINGS PLAN

20:01 The Company agrees to make payments directly to the Employees Group R.R.S.P. for each employee working in job classifications covered by the collective agreement equal to eight percent (8%) of his gross earnings received from the Company.

20:02 It is understood that contributions shall be payable in respect to the gross earnings of employees on the first (1st) day of the month following their required waiting period. It is further understood that gross earnings shall mean all amounts paid to an employee which are reported as earnings to the employee on a T-4 slip (or equivalent form should the designation of this form be changed), but shall not include amounts included as earnings on the T-4 slip which are taxable benefits.

20:03 Contributions along with a list of employees for whom they have been made, the amount of gross earnings and the contributions in respect to the gross earnings for each employee shall be forwarded by the Company to the Trust Company or other financial institution handling the Group R.R.S.P. program. Such contributions shall be forwarded no later than twenty-one (21) days after the end of the month.

20:04 The Company shall permit, upon the request of the Union and/or an employee, to carry out an audit to ensure that the Company is paying to the Plan all contributions due under the terms of the collective agreement.

20:05 As noted in Article 11:11(a) & (b), Vacation Overtime accumulated in excess of the annual limit of forty or forty-eight hours per year will only be deposited into Group R.R.S.P.s. Should any employee request emergency payout of these Group-destined funds, no more V.O.T. banking will be permitted for the rest of the year or for at least six months, whichever is longer. However, payout of V.O.T. monies in conjunction with a layoff (considered an exception for the purpose of this clause) will not disqualify subsequent V.O.T. banking for six months or to year-end, as applicable.

DATED at _____, British Columbia, this _____ day of _____, 2013.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

Royal Building Products - Royal Flex-Lox Pipe

Teamsters Local Union No. 213

APPENDIX "A"

CATEGORY	Effective April 1/13	Effective April 1/14	Effective April 1/15	Effective April 1/16
MAINTENANCE				
Maintenance Leadhand	\$33.03	\$33.69	\$34.36	\$35.05
Electrical Technician	\$32.71	\$33.37	\$34.03	\$34.71
Journeyman	\$30.51	\$31.12	\$31.74	\$32.38
EXTRUSION				
Extrusion Leadhand Operator	\$28.23	\$28.80	\$29.37	\$29.96
*Assistant Operator		\$25.63	\$26.14	\$26.66
0 to 1,500 hr.	\$25.12	\$23.72	\$24.19	\$24.67
Set-up	\$28.23	\$28.80	\$29.37	\$29.96
Blender	\$24.26	\$24.74	\$25.24	\$25.74
0 to 750 hr.	\$23.10	\$23.57	\$24.04	\$24.52
**Take-Off - Standard	\$22.14	\$22.59	\$23.04	\$23.50
1,501 to 3,000 hr.	\$20.06	\$20.26	\$20.46	\$20.67
+ 0 to 1,500 hr.	\$18.21	\$18.21	\$18.21	\$18.21
Grinder	\$20.62	\$21.04	\$21.46	\$21.89
QA Tech	\$22.98	\$23.44	\$23.91	\$24.39
0 to 1,500 hr.	\$22.48	\$22.70	\$22.93	\$23.16
SHIPPING & YARD				
Shipper Leadhand	\$25.64	\$26.16	\$26.68	\$27.21
Loader Operator	\$22.14	\$22.59	\$23.04	\$23.50
1,501 to 3,000 hr.	\$20.06	\$20.26	\$20.46	\$20.67
+ 0 to 1,500 hr.	\$18.21	\$18.21	\$18.21	\$18.21
***Labourer	\$19.86	\$20.26	\$20.66	\$21.07
1,501 to 3,000 hr.	\$17.08	\$17.25	\$17.42	\$17.60
0 to 1,500 hr.	\$14.89	\$14.89	\$14.89	\$14.89

- *Provided there are at least six lines operating, there shall be one (1) Assistant Operator scheduled per shift.
- First Aid premium - Level 1 - \$0.25/hr
Level 2 - \$1.00/hr
- Dual Ticket Journeyman premium - \$2.00/hr

**** Take-Off qualifying period** - The Take-Off Person will be paid at the hourly rate as shown above under the following terms:

1. During the first accumulated 1,500 hrs. of work - 1,500 Hr. Rate. The employee must successfully complete the safety orientation training and all quality control procedures.
2. After accumulating 1,500 hours of work - 1,501 to 3,000 Hr. Rate. The employee must demonstrate the ability to maintain the printers, perform minor extrusion adjustments, and assist on changeovers.
3. After accumulating 3,000 hrs. of work - Standard Rate. The employee must demonstrate a thorough understanding of the extrusion processes and changeover procedures.

******* A Labourer can be utilized in any of the **MAINTENANCE, EXTRUSION, or SHIPPING & YARD** Departments.

+ These rates reduced by \$1.00 during the probationary period.

APPENDIX "B"

- Group Life Insurance - \$37,000
- Dependent Life Insurance: Spouse \$5,000. and \$2,500. per dependent child
Waiver of premium to age 65 No age reduction
- Accidental Death & Dismemberment - \$25,000.
- 24 hour benefit
 - No age reduction
 - Loss of one hand or one foot or sight of one eye - 66 2/3%
 - Loss of thumb and index finger or at least four fingers on one hand 33 1/3%
 - Paraplegia, Quadriplegia, Hemiplegia - 100%
- Weekly Income - 66 2/3% of weekly income to a benefit equal to the maximum E.I. benefit and adjusted as the E.I. benefit level increases
- 1st day accident
 - 4th day sickness
 - Maximum benefit period of 52 weeks
 - Recurrent disabilities - 30 days
- Long Term Disability- 66 2/3% of monthly earnings to a maximum benefit of \$2,000 per month
- Benefit commences after weekly income benefit ceases or 365 days after disability commenced, whichever is longer
 - Benefit payable to age 65 or earlier recovery
 - Two year own occupation definition of disability
 - No preexisting conditions apply
 - Alcohol and drug causes - covered
 - Mental and Nervous disability - covered
 - Rehabilitation provision at 50% with no time limit
- Extended Health Care - \$25.00 deductible per single or married employee per calendar year then 100% of covered expenses
- Drugs including Pharmacare Co-insurance
 - No lifetime maximum
 - Hospital outside of the Province for emergency - no maximum. For elective use, max of \$75. per day
 - Up to private hospital and includes hospital Co-insurance charges
 - Private duty nursing services
 - Speech therapy, podiatrist, chiropractor, osteopath, naturopath - \$20. per visit with no maximum on the number of visits
 - Psychologists - \$20./half hour - family; \$10./patient for group psychotherapy and testing; \$20. all other visits
 - Hearing Aids
 - Orthopedic shoes
 - Cardiac Rehabilitation to \$200.
 - Eyeglasses and contact lenses up to \$250. in any two year period
 - Convalescent Hospital in Canada covered to age 65
 - Dispensing fee maximum of \$10/prescription

Dental

- Basic Services - 100%
 - Major Restorative - 60%
 - Orthodontics - 50%
- Lifetime Maximum limitation of:
- Effective ratification, \$3200/person;
 - Effective April 1, 2014, \$3300/person;
 - Effective April 1, 2015, \$3400/person;
 - Effective April 1, 2016, \$3500/person.
-
- Basic and major services - Combined annual reimbursement limit of:
 - Effective date of ratification - \$3200/person
 - Effective April 1, 2014 - \$3300/person
 - Effective April 1, 2015 - \$3400/person
 - Effective April 1, 2016 - \$3500/person

 - Examinations, fluoride treatment, cleaning, scaling and polishing covered as is any dental work necessary
 - X-Rays no restriction
 - Open space restorative, replacement of an existing appliance, dentures lost, stolen or misplaced are services covered by the Plan.

For a more complete and detailed explanation of benefits, see your Brochure.

LETTER OF UNDERSTANDING No. 1

BETWEEN: **ROYAL BUILDING PRODUCTS -
ROYAL FLEX-LOX PIPE**
3065 Sumas Mountain Road
Abbotsford, B.C. V3G 2L4

(hereinafter referred to as "The Company")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters
490 East Broadway
Vancouver, B.C. V5T 1X3

(hereinafter referred to as "The Union")

APPRENTICES

Notwithstanding any other provisions of this Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the position of Apprentice.

1. Candidates for a posted job vacancy as an Apprentice shall:
 - (a) Successfully complete an appropriate aptitude test prior to appointment.
 - (b) Have a minimum of five (5) years' In-Plant Production experience.
 - (c) Undertake apprentice program in compliance with the British Columbia Ministry of Skills, Training and Labour.
 - (d) Over the period of the apprentice program based on successful completion of each of four (4) in-class technical training sessions, pay increases will occur as per the following:

Apprentice Rate Schedule

Session No. 1 - 60% of Journey Rate
Session No. 2 - 70% of Journey Rate
Session No. 3 - 80% of Journey Rate
Session No. 4 - 90% of Journey Rate

2. The Ministry of Skills, Training and Labour requires each Apprentice to attend trade school on an annual basis. The Apprentice will be on temporary lay-off during these periods.
3. Those candidates not successful after their first session will be returned to their previous classification and if a domino effect is created, all others return to their previous job without recourse to the Grievance Procedure. Candidates not successful after Session No. 2 etc. shall have the right by seniority to bump the most junior employee in the unprotected categories.
4. Maintenance overtime shall be offered first to the most senior Journeyman on shift. If there are no Journeymen available, then the overtime shall be given to the most senior qualified apprentice on shift.

This letter forms part of the Collective Agreement which expires March 31st, 2017.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2013.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

Royal Building Products - Royal Flex-Lox Pipe

Teamsters Local Union No. 213

LETTER OF UNDERSTANDING No. 2

BETWEEN: **ROYAL BUILDING PRODUCTS -
ROYAL FLEX-LOX PIPE**
3065 Sumas Mountain Road
Abbotsford, B.C. V3G 2L4

(hereinafter referred to as "The Company")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters
490 East Broadway
Vancouver, B.C. V5T 1X3

RE: SEASONAL EMPLOYEES

The term of employment for Seasonal Employees shall be April 1st to October 31st. The Employer reserves the right to terminate the employment of Seasonal Employees, who are considered unsuitable, at any time. Seasonal Employees shall be entitled to the provisions of this Collective Agreement, except as follows:

- Article 8 - Seniority
- Article 9 - Layoff Procedure
- Article 11 - Annual Vacations (Vacation pay shall be in accordance with the Employment Standards Act of British Columbia.)
- Article 14 - Health and Welfare
- Article 16 - Leave of Absence
- Article 18 - Technological Change
- Article 21 - Employees Registered Retirement Savings Plan

Effective April 24, 2013 Seasonal employees shall be paid at a rate of thirteen dollars and forty cents (\$13.40) per hour.

A returning Seasonal employee shall receive an additional one dollar (\$1.00) per hour over the rates listed above.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2013.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

Royal Building Products - Royal Flex-Lox Pipe

Teamsters Local Union No. 213

LETTER OF UNDERSTANDING No. 3

BETWEEN: **ROYAL BUILDING PRODUCTS -
ROYAL FLEX-LOX PIPE**
3065 Sumas Mountain Road
Abbotsford, B.C. V3G 2L4

(hereinafter referred to as "The Company")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters
490 East Broadway
Vancouver, B.C. V5T 1X3

(hereinafter referred to as "The Union")

Canadian Joint Grievance Panel

It is agreed by the Parties to introduce an alternative grievance resolution procedure utilizing the Canadian Joint Grievance Panel Inc. This procedure may be utilized only by the mutual agreement of the Company and Union for each grievance.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2013.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

Royal Building Products-Royal Flex-Lox Pipe

Teamsters Local Union No. 213