

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280
(PRODUCTION WORKER SECTION)**

**ORCA MANUFACTURING LTD.
PRODUCTION AGREEMENT**

**ORCA MANUFACTURING LTD.
717 EAST HASTINGS STREET
VANCOUVER, B.C.
V6A 1R3**

May 1, 2005 – April 30, 2009

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AGREEMENT

This Collective Agreement named for reference the **PRODUCTION AGREEMENT** dated the 1st day of May **2005**.

BY AND BETWEEN:

**ORCA MANUFACTURING LTD.
717 EAST HASTINGS STREET
VANCOUVER, B.C.
V6A 1R3**

(Hereinafter referred to as “the Company” or “the Employer”)

PARTY OF THE FIRST PART

AND:

**SHEET METAL WORKERS’ INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280 on behalf of its PRODUCTION WORKER
SECTION**

(Hereinafter referred to as “the Union”)

PARTY OF THE SECOND PART

Establishes by mutual consent the following terms and conditions:

ARTICLE 1 - PREAMBLE

- A. The general purpose of this Agreement is to establish uniform and fair wages, hours and working conditions for all Employees of the Company covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between Employer and Employee and to prevent waste, unnecessary and avoidable delays and expense so that labour or other costs may be as low as possible, consistent with fair wages and working conditions.
- B. This is a multi-purpose Agreement that is applicable in its general form to manufacturers of “production” sheet metal, plastic and related products. Also, it may be applicable to maintenance and other services. It applies only indirectly to the sheet metal trade of the building and construction industry. The Employee-members directly covered shall be termed “Production Workers”, shall not do the work of the Sheet Metal Worker or Roofer, and shall not be required to qualify as Sheet Metal Workers or Roofers under the terms of the Apprenticeship and Tradesmen’s Qualification Act.

ARTICLE 2 - SCOPE OF AGREEMENT

- A. This Agreement shall apply to all Employees engaged in fabrication, production, servicing and related work in or from the shop or plant or the Employer, excluding Management personnel, office staff and Journeyman Sheet Metal Workers, Roofers and their Apprentices hired in accordance with Sections “C” and “D” of this article.
- B. A general list of the products fabricated or services rendered with description of the type of plant contained in Schedule “D”, attached to and part of this Agreement. Such products shall be termed “Production” articles.
- C. All fabrication work falling within the regular jurisdiction of the sheet metal trade and coming in direct competition with Employers signatory to the Standard Forms of Agreement of Local Union No. 280, (E.G. ventilation and air-conditioning fittings, etc. general sheet metal and jobbing work).
- D. All field work coming within the trade jurisdiction of the Sheet Metal Worker or Roofer of the building and construction industry shall be done by Journeymen of Local Union No. 280, at the appropriate rate and conditions.

If no Journeymen are available that are qualified for the work, then qualified plant Employees may be employed in the field, provided twenty-four (24) hours notice is given to the Union. All such work shall bear the rate and conditions of the Journeyman or Apprentice as outlined in the Standard Agreement of Local Union No. 280.

ARTICLE 2 - SCOPE OF AGREEMENT (continued)

- D. (cont'd) All Employees required to hold a Sheet Metal Tradesmen's Qualifications Act shall be journeymen members of Local Union No. 280 and shall be employed in accordance with the terms of the Standard Agreement (S.M.) of Local Union No. 280.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. Within the framework of this Agreement, the Company reserves the exclusive right to manage the business, to decide the products it will manufacture, the services it will render, the methods by which the work will be done and the general standards of workmanship.
- B. Also, within the framework of this Agreement, the Company reserves the right to engage, discharge, suspend, or discipline Employees for just cause, to promote or transfer Employees from one department to another, to increase or decrease the working force and to make reasonable rules for the safety of the plant and for the guidance and safety of its Employees.

ARTICLE 4 - UNION SECURITY

- A The Union shall be the sole bargaining authority for all Employees covered by this Agreement and it is agreed that all present and future Employees coming under the scope and provisions of this Agreement shall become members of, and/or maintain membership in the Union.

All new Employees shall be informed of this Section.

Union membership will be available to all on an equal basis without discrimination, subject only to the By-Laws and Constitution of the Union.

- B. The Company agrees to notify the Union when additional Employees are required; it is understood however, that in the event that the Union is unable to supply the requirements of the Company for additional Employees after reasonable notice, forty-eight (48) hours, these additional Employees may be secured from other sources, provided that the Employees so obtained shall first obtain a "clearance" from the Union.

This obtaining of a "clearance" from the Union shall ensure that all Employees are proper members or applicant-members of the Union, have properly signed appropriate dues check-off cards, and have qualified themselves for benefits in due course under the Standard Welfare Plan, International Accident Benefits, etc.

ARTICLE 4 - UNION SECURITY (continued)

C. Union Dues and Initiation Fees

The dues shall not be changed except in accordance with the provisions of the International Constitution and By-Laws of the Local Union, and in such event, the Financial Secretary shall notify the Company in writing.

The Company agrees to deduct each month from the earnings of each and every Employee covered by this Agreement, such sum by way of monthly dues as may be fixed by the Union, or such sum as payment or partial payment on an initiation fee as may be fixed by the Union under the provisions of its Constitution.

The total monthly amount to be deducted shall be deducted from the first pay of the month of each Employee and promptly remitted to the Union by the fifteenth day of the following month, together with an itemized list of the names of the Employees to whom said monies are to be credited. Should any Employee have no earnings due to him on the first pay of the month, deductions shall be made from the next succeeding pay of the Employee.

The Company is requested to co-operate in prompt remission of dues stated above, as the Constitution of the Union provides for Accidental Death & Dismemberment benefits of five thousand dollars (\$5,000.00) for each full member and only each member who is paid up in advance for the current month.

ARTICLE 5 - REPRESENTATION

- A. Business Representatives of the Union shall have access to the shop or plant during lunch hours, which are 12:00 p.m. to 12:30 p.m. for conducting Union business, but at other times shall first ask permission of the Management.
- B. A Shop Steward shall be recognized and shall not be discriminated against for the performance of his duties within the terms of this Agreement.
- C. The Employees of the Company who are Production members of the Union shall elect a Shop Committee consisting of a Chairman and two members, and the Company shall recognize same.
- D. The Chairman of the Committee shall be considered the Shop Steward.
- E. Management-Shop Committee meetings shall be held when so desired by the Shop Committee Chairman and/or Management. These joint meetings shall consist of the Shop Committee members, the Shop Foreman or Superintendent, a responsible Manager or Director of Company and the Business Representative of the Union if able to attend.

ARTICLE 5 – REPRESENTATION (continued)

- F. These joint meetings shall handle and process any grievances as outlined in the following Article. Questions of safety, health, etc. shall be proper topics of discussion and settlement by these joint meetings. The joint meeting shall also function as a Production Committee, as both Parties to this Agreement commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted production in the plant.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A. “Grievance” shall mean any difference or controversy by and/or between the persons or parties bound by this Agreement, concerning its terms, interpretation, application, operation or alleged violation thereof. It shall further mean differences concerning alleged violation of existing social of labour legislation.
- B. Attempts shall be made in the first instance to settle all grievances by informal discussion between Parties hereto. Except in the case of wage claims or claims on fund payments, all grievances shall be first presented within thirty (30) days of awareness by the aggrieved, or judged to be abandoned.
- C. Should informal discussion fail to achieve a solution, either Party may invoke a sitting of a Special Joint Committee composed of six (6) persons; three (3) persons to be nominated by each Party. This Joint Committee shall meet within three (3) days of its invocation. If this Joint Committee should fail to effect a settlement, the grievance may be referred to an Arbitration Board by either Party.

ARTICLE 7 - ARBITRATION

- A. When requesting arbitration of the other Party to a dispute the requesting Party shall, at the same time and in the same communication, state who its nominee on the Arbitration Board shall be.
- B. Upon receipt of the above communication, the other party shall, within five (5) days inform the initiating Party of its nominee to the Arbitration Board.
- C. The Minister of Labour shall be asked to appoint a nominee, if the conditions of the Sub-section “B” above are not met within the required time.
- D. The two nominees or appointees shall, within five (5) days, endeavour to agree upon a Chairman; if they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a Chairman.

ARTICLE 7 - ARBITRATION (continued)

- E. The Arbitration Board shall meet and render their decision within ten (10) days of the Chairman's appointment, unless an extension of time is mutually agreed upon.
- F. The question of whether a particular dispute is arbitrable, is itself a matter for the Arbitration Board.
- G. Each Party shall stand the cost and expense of its own nominee to an Arbitration Board and one-half the cost and expense of the Chairman.
- H. The decision of the Arbitration Board shall be final and binding on all Parties.

ARTICLE 8 - WAGE RATES AND CLASSIFICATIONS

- A. Wage rates shall be as shown in Schedule "A" attached to and part of this Agreement.
- B. Labour classifications shall be as laid out in Schedule "B", attached to and part of this Agreement.

Should new classifications be required that do not obviously fit into the attached Schedule of Classification, the Union and the Company shall immediately sit down and negotiate a satisfactory name and wage rate for such new classification. The agreed rate will become part of this Agreement.

ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK

- A. Regular workdays shall be from Monday to Friday inclusive and regular work hours shall be from 7:30 a.m. to 4:00 p.m. Lunch shall be from 12:00 p.m. to 12:30 p.m. The regular workweek shall be forty (40) hours and the regular workday shall be eight (8) hours.
- B. All overtime shall be paid at one hundred and fifty percent (150%) of the appropriate wage rate for the first two (2) hours, and at two hundred percent (200%) for any additional hours worked in the day. Saturdays will be paid at one hundred and fifty percent (150%) of the appropriate wage rate for the first eight (8) hours; all hours worked over eight (8) hours will be paid at two hundred percent (200%). Sundays and Statutory Holidays shall be paid at two hundred percent (200%) of the appropriate wage rate.

ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK (continued)

- C. When it is found necessary to work what is generally known as a second or third shift, the hours of work and payment thereof shall be as follows:

The rate of pay shall be the day shift rate of pay.

Night shift up to midnight, one-half (1/2) hour premium pay (i.e.: seven and one-half (7 ½) hours worked = eight (8) hours paid).

Graveyard shift crosses after midnight up to 7:00 a.m. Seven (7) hours worked, eight (8) hours paid.

- D. Should any Employee covered by the terms of this Agreement be transferred from one shift to another, it must be for a period of two (2) consecutive working days. There must be an eight (8) hour break between shifts, or the usual overtime rates will be paid. Shift work, whenever possible will be for a three (3) week duration. Shift work is a condition of employment.
- E. When there are three (3) to seven (7) men on an afternoon or graveyard shift, one (1) must be designated as a Lead Hand. If there are over seven (7) on these shifts, one (1) must be designated as a Foreman. Lead Hands and Foremen for all shifts including day shift shall be named and posted on the Union Bulletin Board.

ARTICLE 10 - HOLIDAYS AND VACATIONS

- A. The recognized "Statutory Holidays" that shall be observed are:

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

and any other day declared as such by the Provincial or Federal Governments.

If a Statutory Holiday(s) fall on a Saturday or a Sunday, the following or preceding work day(s) shall be observed.

Every worker covered by this Agreement shall be entitled to three (3) additional holidays that shall, with mutual consent not unduly withheld, be observed by giving his Employer one (1) week notice of his intentions. It being understood that job conditions may dictate the particular days these holidays are to be observed (i.e. jobsites closed due to construction industry holiday).

ARTICLE 10 - HOLIDAYS AND VACATIONS (continued)

- B. Employees shall receive three (3) weeks annual vacation.

While the annual vacation may be taken in more than one (1) period, it shall not be unduly fragmented.

It shall be a violation of this Agreement for an Employee to forego his paid vacation or to work for wages during his vacation period.

When the vacation is taken shall be determined by mutual agreement between the Employer and the Employee.

- C. Employees shall receive combined Holiday and Vacation Pay at the rate of twelve percent (12%) of gross earnings. This shall represent six percent (6%) for three (3) weeks annual vacation and six percent (6%) for Statutory Holidays.

The foregoing Holiday and Vacation Pay shall be paid to the Employee on each and every pay cheque.

ARTICLE 11 – PAYMENT OF WAGES

- A. *Wages shall be paid to each Employee on the job during working hours or by registered mail at least every second Friday.*
- B. *The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages in order that the payroll may be prepared.*
- C. *In the event that an Employee covered by this Agreement ceases for any reason to be an Employee of the Employer, the Employee shall be paid all his wages, including holiday and vacation pay in the following manner:*

1. *If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid not later than one (1) working day after he ceases to be an Employee and his separation slip shall be made available or mailed not later than two (2) working days after he ceases to be an Employee. (Paycheque may be sent via registered mail or courier by mutual consent.)*

- D. *Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.*

If the Employer can prove, in writing, that it was beyond his Company's control, then the above clause does not apply.

All Employees shall receive one (1) hour notice of layoff or one (1) hour straight time pay in lieu thereof at the Employer's option.

ARTICLE 11 – PAYMENT OF WAGES - Continued

- E. The Employer will provide a separate or detachable itemized statement with each pay showing the amount of the cheque, hours worked at straight time, at overtime and an itemized list of all deductions.*

ARTICLE 12 – HEALTH BENEFIT FUND

- A. It is understood by both Parties that payments on behalf of all Employees covered under this Agreement will be in accordance with the terms of the Standard Sheet Metal Agreement.
- B. These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.
- C. The *Health Benefit* Fund will provide benefits to Employees and Employers who become eligible on a schedule to be determined by the Trustees.

ARTICLE 13 - PENSION FUND

- A. It is understood by both Parties that payments on behalf of all Employees covered under this Agreement will be in accordance with the terms of the Standard Sheet Metal Agreement.

These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 14 – LOCAL 280 COUNCIL FUND

Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the employee to the Local 280 Council Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form. None of these monies in direct control of Local 280 will be used for political or anti-employer activities.

ARTICLE 15 – LOCAL UNION NO. 280 PROMOTION FUND

- A. *Effective April 1, 2006, three cents (\$0.03) per hour for each and every hour or part hour of employment in any production classification will be paid by the Employer to the Trustees of the Local Union No. 280 Promotion Fund.*

These monies will only be used for promotion of the unionized sector of the Sheet Metal Industry.

- B. *These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance form.*

ARTICLE 16 - REST PERIODS

- A. Employees shall be entitled to two (2) rest periods of ten (10) minutes each per day; one (1) period before and one (1) period after lunch break.

ARTICLE 17 - SAFETY AND HEALTH

- A. All parties agree to accept, promote and conform to the Accident Prevention Regulations of the Workers' Compensation Board.
- B. It is agreed that clean and adequate lunchroom and toilet facilities shall be available to the work force.
- C. All reasonable eye and ear protection to be made available to the Employees.

All gloves, lenses, eye and ear protection must be turned in and distribution of these items to be controlled by mutual agreement.
- D. First Aid Attendant, with ticket, shall receive forty cents (\$0.40) per hour. All courses and lost wages to be paid by Company. First Aid Attendant must maintain qualification on his own time. All courses to have prior approval of the Company.
- E. Once a year, the Company will pay 50% of the cost of one pair of safety work boots for each Employee (to a maximum of \$50.00) upon submission of a receipt.

ARTICLE 18 - TERMINATION

- A. Termination shall be as per Employment Standards.

ARTICLE 19 - TOOLS

- A. Production Employees shall possess for use, in good condition, at their own expense, a standard set of hand tools as follows:

	Production Lead Hand
	Production Worker I
Production Welder I	Production Worker II
Production Welder II	Production Worker III

One Welding Helmet	One Tape 10'
One Tape 10'	

- B. Inexperienced Helpers after three (3) weeks, shall have the following:

1 Tape - 10'

ARTICLE 20 - ACCIDENT

- A. Where a man is injured during the first half of a shift, he shall be paid a minimum of four (4) hours of that shift. Where he is injured in the second half of a shift, he shall be paid a minimum of eight (8) hours for that shift.

ARTICLE 21 - BULLETIN BOARD

- A. A Bulletin Board shall be made available by the Company for exclusive use of the Union and for the posting of this Agreement and other Union notices in the lunchroom.

ARTICLE 22 - UNION LABEL

- A. During compliance with all the provisions of this Agreement, the Company may by arrangement with the Union display the Union Label of the Sheet Metal Workers' International Association on any or all items produced exclusively under the terms of this Agreement.
- B. The Company agrees that all Union Labels shall be the property of the Union and said permission to display the Union Label may be revoked by the Union for causes the Union deems adequate.
- C. The blue Union Label shall be used on "Production" articles. The yellow Label shall only be used on "Trade" articles fabricated in accordance with Article 2, Section "C".

ARTICLE 23 - AMENDMENTS

- A. By mutual agreement between the Parties to this Agreement, any Article or Section thereof may be amended, revised, or deleted, or new Articles or Sections added during the life of this Agreement.
- B. For convenience, any such amendments, deletions or additions will be put in the form of a duly signed Schedule, which will be attached to and become part of the Agreement.

ARTICLE 24 - TECHNOLOGICAL CHANGE

- A. In view of the possible impact on manpower and conditions or employment resulting from technological changes and automation it is agreed that the Parties hereto utilize to the best advantage of the Company and the Employees all scientific improvements and establish a committee to be known as the Committee on Automation consisting of equal representation by the Employer and the Unions. The Committee's duties shall be to investigate and submit recommendations on all aspects of automation, mechanization and methods, and to include the following:

ARTICLE 24 - TECHNOLOGICAL CHANGE - Continued

training and retraining
alternate employment opportunities within the Company.

In addition, the Company will, if possible, inform the Committee six (6) months prior to the introduction of any new equipment which will require extensive retraining or will result in loss of employment.

In addition, the Company will co-operate with the Union and the Government in matters of training and retraining.

Both Parties further agree to any further requirements stated in the Industrial Relations Act on Technological Change.

ARTICLE 25 - SAVINGS AND DEPOSITION

- A. It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should it later be proven that it would be a violation of any legally effective order or statute to comply with any provision or provisions of this Agreement, both parties agree to promptly renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such orders or statutes and the other provisions of this Agreement shall not be affected thereby.
- B. Copies of this Agreement shall be deposited with the Minister of Labour and with the Labour Relations Board.

ARTICLE 26 - DURATION OF AGREEMENT

- A. All provisions of this Agreement shall be effective from May 1, **2005** to midnight on April 30, **2009**. The established wage scales and conditions specified herein shall continue in force and effect pending negotiations and settlement of any proposed changes suggested by either party.
- B. It is mutually agreed that if the terms of this Agreement should be for more than one (1) year, that the provisions of Section 50, Sub-section 2 of the Labour Relations Code shall be excluded from the operation of this Agreement.

IN WITNESS WHEREOF the duly authorized Officers and/or Representatives of both Parties hereby affix their signatures.

ORCA MANUFACTURING LTD.

Name of Company

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280**

Name of Union

Name

Name

Name

Name

Date

Date

Seal

Seal

SCHEDULE "A"**Wage Rates**

Category	April 1, 2006	May 1, 2006	May 1, 2007	May 1, 2008
Foreman	\$26.05	\$26.68	\$27.31	\$28.05
Production Lead Hand	25.52	26.14	26.75	27.48
Production Worker I	24.06	24.64	25.22	25.91
Production Worker II	23.19	23.75	24.31	24.97
Production Worker III	22.36	22.90	23.44	24.07
Production Lead Welder	25.52	26.14	26.75	27.48
Production Welder I	24.66	25.25	25.85	26.55
Production Welder II	23.19	23.75	24.31	24.97
Painter	23.19	23.75	24.31	24.97
Inexperienced Helper I	17.86	18.29	18.72	19.22
Inexperienced Helper II	14.39	14.74	15.09	15.49
Assembler	14.00	14.34	14.68	15.08
Shipper and Receiver	22.52	23.07	23.61	24.25
Janitor	15.19	15.56	15.92	16.36

SCHEDULE “B”

Classifications & Definitions

Foreman - Generally responsible for the overall operation of the production shop.

Production Lead Hand - Responsible to the Foreman and charged with direct supervision of the various categories or workers covered by this Agreement. Capable of doing extensive layout and fitting. Capable of performing the general work of the shop within reasonable time limits.

Production Worker I - Responsible for, and capable of doing layout, fitting and performing the general work of the shop within reasonable times and under a minimum of supervision.

Production Worker II - Capable of performing specified work of the shop within reasonable times and under a minimum supervision of a Production Lead Hand, Production Worker I, Production Lead Welder or Welders I and II. The work of this job classification shall also include the operation of the CNC Punch Press as needed.

Production Worker III - Capable of doing specified work under close supervision of a Production Lead Hand, Production Worker I or II, or Production Lead Welder or Welders I and II.

Production Lead Welder - Responsible to the Foreman and charged with direct supervision of the various categories or workers affected by this Agreement. Capable of performing manual or semi-automatic welding for all processes and positions covered under C.W.B. Standard W47.1-1983. Capable of reading and understanding drawings and all welding symbols. Capable of welding mild steel, stainless steel, aluminum and plasma cutting. Capable of layout and fitting.

Production Welder I - Capable of performing manual or semi-automatic welding of mild steel, stainless steel, aluminum and plasma cutting with a minimum of supervision. Capable of doing some layout and fitting.

Production Welder II - To fit, weld, burn or otherwise execute such work as designated and overseen by a Production Lead Hand and/or Welder I, and to work in conjunction with a Production Worker I, II or III or Welder II.

NOTE: Re: Production Lead Welder and Welders I and II

As the shop is Certified to C.W.B. Standard W47.1: all welders should be tested and certified to this Standard.

Painter - Capable of doing surface preparation, cleaning, priming and painting with a minimum of supervision.

SCHEDULE "B"**Classifications & Definitions (continued)**

Inexperienced Helper I & II - This category is for the purpose of hiring new Employees with previous experience. The new Employee will start as an Inexperienced Helper II. Should the Employee remain with the Company for a period of one thousand (1,000) hours he will be raised to the Inexperienced Helper I level until he has completed three thousand (3,000) hours of work. Existing Employees will have the first opportunity to apply for job postings within the Company providing that they have the required skills and ability to perform the duties outlined in the job posting. The Employee will be used as a Helper in the shop, helping the Shearman, Brakeman and Production Workers. He shall be limited to the use of Hand Tools, Grinders, Drills, Punch Presses, Ironworker Machines and Saws. He may work as Welder Trainee (Helper I only). There may be a maximum of four (4) Helpers with Union permission.

Assembler See Letter of Understanding #3

Janitor

- To clean shops and washrooms
- To maintain landscaping
- To clean offices
- To clean yard
- To drive between Shops
- To clean crops

ORCA MANUFACTURING LTD.**SCHEDULE "D"****Plant Description, "Production" Articles or Services**

The production of the Employer is engaged in the manufacture and fabrication of production items as listed below and power shearing and braking that is not related to work as defined in the trade jurisdiction of the Standard Sheet Metal Agreement.

- 1.) Standard line of wok ranges, steamers and noodle ranges complete with accessories.
- 2.) Standard line of ethnic or western cooking appliances, complete with accessories.
- 3.) Standard line of cold and heated display cases complete with accessories.
- 4.) Standard line of catalogued salad tables and hot food tables, economy pot sinks, knock down nonwelded work tables, shelving and range hoods.

For the purposes of this agreement, "standard line" will be defined as those items found in regular sales literature using stock sizes. Any items made to measure will be made under the terms and conditions of the Standard Sheet Metal Agreement.

Accessories will be defined as small items used to enhance the operation of the appliance but not including other main components or any items listed in the list of products.

e.g.: an accessory to the wok range would be the spice rack or the basketball hoop sieve holder.

Stock components that are included in the manufacture of made to measure items and equipment shall be made under the terms of the Standard Agreement.

The number of Production Workers employed shall not exceed a ratio of one (1) Production Worker to every eight (8) Journeymen or Apprentices employed.

A Company may exceed the above ratio if they are operating a Production only shop or if the stainless Standard Agreement shops are operating with full employment and with approval from Local Union No. 280.

LETTER OF UNDERSTANDING - #1

BETWEEN:

ORCA MANUFACTURING LTD.

(the "Employer")

AND

LOCAL UNION NO. 280, SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION on behalf of its PRODUCTION WORKERS SECTION

(the "Union")

WHEREAS the Employer is engaged in the manufacture of various products which the Union agrees constitute production;

AND WHEREAS the custom sheet metal work will continue to be performed by Sheet Metal Journeymen and apprentices employed at Orca Manufacturing Ltd.

AND WHEREAS the Parties have agreed on the terms of a new production collective agreement to apply to the production work;

AND WHEREAS the Union is presently certified to represent Employees of Orca Manufacturing Ltd.;

NOW THEREFORE the Parties agree as follows:

The Employer and the Union will execute a collective agreement in the form of the attached collective agreement to cover the production work.

ORCA MANUFACTURING LTD.

Company

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 280

Name of Union

Name

Name

Name

Name

Originally dated this 14th day of September 1998, at the City of Vancouver, in the Province of British Columbia and reaffirmed this day of 2006.

LETTER OF UNDERSTANDING - #2

BETWEEN:

ORCA MANUFACTURING LTD.

(the “Employer”)

AND:

**LOCAL UNION NO. 280, SHEET METAL WORKERS’
INTERNATIONAL ASSOCIATION on behalf of its PRODUCTION
WORKERS SECTION.**

(the “Union”)

WHEREAS the Employer is engaged in the manufacture of various products which the Union agrees constitute production work;

AND WHEREAS the custom sheet metal work will continue to be performed by Sheet Metal Journeymen and apprentices employed at Orca Manufacturing Ltd.;

AND WHEREAS the parties have agreed on the terms of a new production collective agreement to apply to the production work;

AND WHEREAS certain Employees who have been employed by Orca Manufacturing Ltd. will now be employed by the Employer under the production collective agreement;

AND WHEREAS the parties have agreed on certain terms and conditions with respect to those Employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

- | | | |
|----|---|---|
| 1. | Journeyman Sheet Metal Workers }
Sheet Metal Worker Apprentice } | Wages, conditions as per the
Standard Agreement of Local Union
No. 280. |
|----|---|---|

Description of Work:

All work performed in the field shall be performed by Sheet Metal Workers and/or the rate and conditions of the Standard Agreement. This would not apply to that work acknowledged to be in the jurisdiction field of another trade.

All Sheet Metal Workers shall be holders of the Trade Qualification Certificate issued by the Province of British Columbia.

LETTER OF UNDERSTANDING - #2 (continued)

- 2. The Parties agree that the said Employees will pay Union dues to the Union in accordance with the Standard Sheet Metal Working Agreement;
- 3. Except as otherwise specified in this Letter of Understanding the said Employees will be covered by the terms and conditions of employment set out in the collective agreement between the Employer and the Union relating to the production work.

ORCA MANUFACTURING LTD.

Company

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280**

Name of Union

Name

Name

Name

Name

DATED this _____ day of _____ 2006.

LETTER OF UNDERSTANDING #3

BETWEEN

ORCA MANUFACTURING LTD.
(the "Employer")

AND

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,
LOCAL UNION NO. 280**
(the "Union")

The Assembler shall be described as follows:

To assemble items using only mechanical fasteners and small hand and power tools. The Assembler can assist the Operator on the shear or brake, or assist other Production workers on a temporary basis as needed in order to maintain full employment. He will be paid the rate of Inexperienced Helper II for the full day if he assists other Production workers during the day.

Existing Assemblers will have the opportunity to apply for a job posting as an Inexperienced Helper 1 or higher classification, providing that they have the required skills and ability to perform the duties outlined in the job posting.

Because of the Assembler Classification the Job Posting conditions shall be as follows:

Job Posting and Employee Opportunity

When a position within the scope of the Agreement is to be filled, a notice thereof shall be posted on the Bulletin Board in advance of such position being filled, and any interested employees shall apply in writing to the Company and show reasons why they might be considered for the position. The Company will give every consideration to employees applying for the position.

Dated this _____ day of _____, 200__.

ORCA MANUFACTURING LTD.
Company

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 280**
Name of Union

Name

Name

Name

Name