



**2010 - 2013
AGREEMENT**

BETWEEN:

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS, LODGE 359**

AND:

**WESTERN TITANIUM
(A Division of Ellett Industries)**

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**THIS 2010 - 2013 AGREEMENT COMMENCING
JUNE 1, 2010 TO May 31, 2013
MADE AND ENTERED INTO**

BY AND BETWEEN:

**WESTERN TITANIUM (a Division of Ellett Industries)
1753 McLean Avenue
Port Coquitlam, B.C.**

(Hereinafter referred to as the "Company")

AND:

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND
HELPERS LODGE 359.**

(Hereinafter referred to as the "Union")

This Agreement, governing wages and working conditions in the Company's fabricating shop, shall govern relations between the Company and the Union:

ARTICLE 1:00 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

- 1:01 The Company recognizes the Union as the sole bargaining agent for all its employees, as duly certified under the Industrial Relations Act.
- 1:02 The Union agrees to cooperate with and assist in every legitimate way, the Company to conduct a successful business, bearing in mind that both parties must give service to the public.
- 1:03 The purpose of this Agreement is to stabilize the industry and to promote peace and harmony between the Company and the Union, and to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste expense, and avoidable and unnecessary delays.

ARTICLE 2:00 MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 2:01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.

- 2:02 It is the exclusive function of the Company to hire, promote, demote, transfer, discipline, or discharge for cause, employees in the bargaining unit, subject to the provisions of this Agreement.
- 2:03 The Company has the right to make and alter from time to time rules and regulations to be observed by the employees, provided they are not inconsistent with this Agreement.
- 2:04 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of the Company.

ARTICLE 3:00 ACCESS BY UNION

- 3:01 Authorized Agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to in the operation. Management to be notified before entering shop or plant.

ARTICLE 4:00 UNION SECURITY

- 4:01 The Company agrees as a condition of employment that all employees covered by this Agreement shall be or become members of the Union within ninety (90) days after employment. All employees who become members of the Union shall remain members of the Union during the term of this Agreement.
- 4:02 The Company will deduct from each employee, in accordance with Chapter 122, Section 10 of the Industrial Relations Act, the amount of dues or levies as may be authorized by the employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of the Local Lodge of the Union as designated by it with its Constitutional Provisions.
- 4:03 In the event that new or substitute employees are required; the Union shall be given first opportunity to supply the required employees. If the Union is unable to supply the required employees within forty-eight (48) hours, the Company may obtain same elsewhere.
- 4:04 All new, substitute and/or casual employees, as a condition of employment shall sign a form authorizing the deduction of dues or levies, and initiation or reinstatement fees of the Union. Such signing shall be carried out at the Union office or by the Shop Steward prior to the commencement of employment.
- 4:05 All new employees who work five (5) days or more shall, as a condition of continued employment, pay dues for that month. Such dues shall be deducted from the new employee's first pay period and forwarded with the next regular dues remittance to the Union.

4:06 Upon completion of ninety (90) days employment, the employer shall deduct from the new employee the remaining levies, and initiation or reinstatement fees of the Union.

4:07 All deductions as required under this Article, shall be made in each calendar month the employee is employed by the Company.

The monies so deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union once each month, accompanied by a statement listing the names of the employees and their Social Insurance Number, for whom deductions were made and the amount of each deduction.

ARTICLE 5:00 HOURS OF WORK

5:01 In the shop, eight (8) hours per day shall constitute a days work between 7:00 a.m. and 5:00 p.m. but may be changed by mutual consent.

5:02 Afternoon shift: When two (2) shifts are employed, the second shift shall immediately follow the first shift and shall be paid eight (8) hours pay for (7½) seven and one-half hours work plus (3½) three and one-half percent per hour bonus.

Second Shift Option: It is understood and agreed by both parties to this agreement that while plant is operating two shifts per day without a third shift following it. The afternoon shift employees will work (37½) thirty seven and one-half hours per week on a four day per week basis and be paid for 40 hours plus a bonus of 3.5%.

1st Day	-	9 ½	hour work day
2nd Day	-	9 ½	hour work day
3rd Day	-	9 ½	hour work day
4th Day	-	9	hour work day

5:03 Night Shift: When (3) three shifts are employed the third shift shall immediately follow the second shift and shall be paid eight (8) hours pay for seven (7) hours work plus four percent (4%) per hour bonus.

5:04 For the purpose of defining the work week, it shall be from 7:00 a.m. Monday to 7:00 a.m. Saturday.

5:05 The starting time and lunch period may be changed by mutual consent.

5:06 (a) When and employee is required to change to the second or third shift it shall be for a maximum of two (2) weeks. Unless the job requires the specialized skills of an employee, then the change shall be for the duration of the job.

- (b) When there is a requirement to hire additional employees for the afternoon shift it is understood that these employees shall remain on that shift with no change as set out in Section 5:06 (a) of this Agreement.

5:07 Additional Shifts: If an employee is moved more often than from one shift to another shift and back to his original shift in one calendar week, he will be paid double rate for the balance of that week.

ARTICLE 6:00 OVERTIME

- 6:01 (a) Time worked in excess of standard hours of work as herein specified shall be paid at overtime rates and all overtime shall be paid at two times their regular rate.
- (b) All employees shall be paid two times their regular rate for any hours worked on Saturday and Sunday.

6:02 An employee shall have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall.

6:03 Employees called to work on Saturday, Sunday or a Recognized Holiday shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

- 6:04 (a) Overtime shall be distributed equally among the employees in that a particular job classification who have signified voluntarily that they wish to work overtime. The Shop Steward to be notified at least two (2) hours in advance by the Foreman of manpower requirements.
- (b) When outside work is required the company shall endeavour to distribute this work equitably among the employees in that particular job classification providing the necessary skills and qualifications are present.

6:05 BANKED OVERTIME

- (a) Individual employees shall be entitled to bank all overtime provided, however, they declare their intentions prior to June 30 in any year. Such declaration shall be irrevocable until all banked time has been expended or until March 1, of the following year, whichever comes first.
- (b) For each overtime hours worked, the employee shall be entitled to one (1) hour straight time pay, plus one (1) hour banked or two (2) hours banked.

- (c) In a one (1) year period, each employee shall bank no more than eighty (80) premium hours, for which he shall receive a maximum of two (2) weeks off with pay at one hundred percent (100%) of his effective wage rate, at time overtime was worked.
- (d) Subject to operational requirements, employees may seek approval to use their banked time in conjunction with their annual vacations. If banked time is not taken in conjunction with the annual vacation, the time off shall be taken each year as arranged between the employee and the company.

ARTICLE 7:00 RECOGNIZED HOLIDAYS

7:01 The Employer agrees to provide all employees with the following recognized holidays, without loss of pay providing he works the day previous and the day following such holiday. (See Section 9:05)

- | | |
|---------------------|---------------------|
| 1. New Years Day | 8. Dominion Day |
| 2. Heritage Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Remembrance Day |
| 4. Easter Monday | 11. Christmas Day |
| 5. Commonwealth Day | 12. Boxing Day |
| 6. B.C. Day | 13. Floater |
| 7. Labour Day | |

"Any Statutory Holidays, subsequently declared by the Federal or British Columbia Provincial Governments will replace existing Non-Statutory recognized holidays named in this Article. The Company will consult with the Union to arrive at a mutually acceptable agreement when deciding which Non-Statutory holiday will be changed to a Government Statutory Holiday

7:02 Employees required to work on these holidays shall receive double their regular rate of pay plus one day's pay for the holiday.

7:03 In the event that a Recognized Holiday falls on a Saturday and/or Sunday the said holiday shall be observed on the following Monday.

7:04 When the 25th or 26th of December falls on a Saturday and/or Sunday compensating normal week days will be observed immediately following the said holidays.

7:05 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at 8:00 a.m. on the day recognized as the Holiday.

ARTICLE 8:00 VACATIONS

- 8:01 1st Year as per Holiday Act at 4.2% of gross earnings.
- 3 weeks after 2 years of service at 6.2% of gross earnings.
- 4 weeks after 7 years of service at 8.2% of gross earnings.
- 5 weeks after 14 years of service at 10.2% of gross earnings.

6 weeks after 22 years of service at 12.2% of gross earnings.

8:02

Vacation Eligibility

- (a) Vacation eligibility shall be calculated to the employee's anniversary date with the Company.
- (b) Vacation eligibility is resolved in the principle that the employee gets all vacation and vacation pay earned.

When an employee reaches his qualifying anniversary date he will become entitled to one additional week of vacation with pay, in accordance with the current Collective Agreement.

At the next cut-off date (May 31, his vacation time and pay will be adjusted to the cut-off date.

- (c) All time spent on Workers' Compensation or a Weekly Indemnity Claim shall count as time worked in calculating annual vacations.

Lay-off up to three months.

ARTICLE 9:00 LEAVE-OF-ABSENCE

9:01

The Company agrees to grant leave-of-absence with pay to employees who are designated by the Business Manager of the Union to represent the employees in conference with management of the Company during working hours. This will apply to contract negotiations and grievances. It is understood that during contract negotiations only one employee, who shall be selected by the Union, will be granted leave-of-absence with pay.

9:02

An employee who is required to attend a Union Convention or perform any other function on behalf of the Union, necessitating a leave-of-absence shall, upon application, be granted leave-of-absence by the Company without loss of seniority. It is also agreed that only two employees be absent at one time to attend such Union function.

9:03

Jury Duty Pay. If any employee is selected for jury duty, the Company shall grant the employee leave-of-absence with pay, which shall be the difference between his regular pay and monies received for Jury Duty for any employee who has six (6) months or more continuous service.

9:04

Bereavement Pay. On the death of a father, mother, wife, mother-in-law, father-in-law, brother, sister or child of an employee, the employee so affected, providing he attends the funeral, shall be granted three (3) days leave-of-absence with pay provided they are working days. In the case of grandparents, the employee shall be granted one (1) day.

- 9:05 (a) Recognized Holidays. If an employee requires additional time off on the day before or the day after a Recognized Holiday, he shall be required to notify the Company prior to such day off, of his intentions. Further, it is understood that there shall be a maximum of 3 employees off at any one time. If a dispute should arise it will be settled on a seniority basis.
- (b) If an employee is unavoidably detained the issue will be resolved between the shop committee and management.

ARTICLE 10:00 CLASSIFICATIONS AND WAGES

- 10:01 Classifications and wages shall be those agreed upon and set out in Appendices A and B attached hereto and forming part of this Agreement.
- 10:02 Pay Day. The Company shall, every Friday, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a Recognized Holiday falls on the regular pay day, payment will be made the preceding day. Payment of wages will be made during working hours. In the event that an employee is laid off, the Company shall pay such employee, not later than two (2) business days after he is laid off, all wages earned by such employee, excluding authorized deductions.
- 10:03 Pay Statement. The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of overtime hours worked and the respective hourly rates applicable therein. The statement shall also show the total wages for the pay period and the total deductions there from.
- 10:04 An employee shall be required to fill out time slips daily, on Company time, if the Company so requests.
- 10:05 Wages by Classification. If an employee is assigned to a job in a higher classification than his regularly assigned job, he shall receive the rate of pay for such higher classification for the period of time he is assigned to the job in that higher classification.

ARTICLE 11:00 OUTSIDE WORK

- 11:01 It is agreed that when the Company directs the employees to do work away from the shop, then the employees shall be working under the wages and conditions of the Standard Construction agreement with the Union.

ARTICLE 12:00 HEALTH & WELFARE AND PENSION PLAN

12:01 Effective June 1, 2010 the Company agrees to pay an amount equal to two dollars and forty three cents (\$2.43) x 173 hours per month for each employee covered by this Agreement to cover the cost of the Boilermaker Shop Health and Welfare Plan. This payment to be paid in advance of the first working day of each month.

No payment will be made for the month in which an employee is hired and no additional payment will be required for overtime.

- 12:02 (a) It is agreed that the Company shall pay to the Boilermakers' Health & Welfare Plan, premiums up to three (3) months while an employee is on weekly indemnity; on Workers' Compensation claims for the duration of the claim.
- (b) Each employee is entitled to one month's coverage following the month of layoff.

12:03 Lodge 359 Shop Pension Plan. Effective June 1, 2010 two dollars and eighty cents (\$ 2.80) per hour for each hour worked shall be contributed by the employer to the Boilermakers' Pension Trust Fund or to such other person or corporation in trust as the parties hereto may agree from time to time, writing, on behalf of every employee covered by this Agreement. Payment shall be made by the employer directly to the Fund by the fifteenth (15th) day of the month following the month that such contributions cover, provided that an additional period up to a further fifteen (15) days may be granted by the Trustees if they deem it advisable. Such payment by the employer shall be accompanied by such statement as may be required by the Trustees. The complete policies, management and control of this Plan will be in the hands of the Trustees.

It is understood and agreed that the contributions to the Boilermakers' Pension Trust Fund shall be in addition to the compulsory Canada Pension Plan contributions which are required by law.

ARTICLE 13:00 SENIORITY

13:01 The principle of seniority shall govern layoffs and rehire. The employer shall give first consideration to those employees with the greater length of service subject to the following conditions.

13:02 An employee shall not be entitled to seniority rights until he has been continuously employed for a period of ninety (90) days and then his seniority shall date back to the time of hiring. The first ninety (90) calendar days shall be considered a probationary period.

13:03 In cases of increasing or decreasing forces, the Company shall practice and apply the principle of seniority rights by departments, and/or by classification work. It is recognized that skill, efficiency, and good conduct must also be taken into account when layoffs and rehires are necessary.

- 13:04 An employee shall not suffer loss of seniority because of absence due to sickness, accident, or otherwise, if such absence is approved or authorized by the Company. If an employee finds that he is unable to report for work, he should notify the Company as soon as possible preferably before the end of his first missed shift.
- 13:05 During a prolonged absence from work due to an accident, or injury, covered by Workers' Compensation, an employee will continue to accrue seniority for a period of time provided that he will not continue to accrue seniority after the date at which he would normally have been laid off if he were at work.
- 13:06 An employee shall continue to accrue seniority if off or on non-compensable sickness for a period of six (6) months unless he would have normally been laid off before the six month period.
- 13:07 An employee who has seniority shall maintain his seniority on layoff up to a period of eighteen months provided the employee accepts employment or recall.
- 13:08 The Chairman of the Shop Committee (Shop Steward) shall be given a list of those members to be laid off prior to the time of layoff. "Prior" shall mean one day or pay in lieu of for the Shop Committee to ensure the conditions of this Agreement are complied with.

ARTICLE 14:00 SHOP COMMITTEE

- 14:01 The importance of the Union maintaining at all times a Shop Committee, consisting of qualified employees of the Company familiar with plant conditions, is recognized.
- 14:02 The selection of the Shop Committee is recognized as a function of the Union. The Chairman of the Committee shall be the Shop Steward. The Company agrees that the Shop Steward shall not suffer any discrimination by reason of holding such offices.
- It is deemed important that, in the event of a layoff, they shall be the last man in their classification to be laid off.
- 14:03 At least one (1) member of the Shop Committee shall act on a Safety Committee. This appointment to be rotated every six (6) months.

ARTICLE 15:00 SAFETY AND HEALTH

- 15:01 The Company will supply suitable accommodations where employees may have their lunch and change room.
- 15:02 Adequate washroom facilities shall be provided by the Company and kept in sanitary conditions.

Employees will cooperate by observing the simple rules of cleanliness.

15:03 The Company agrees to supply welding leathers as tool crib items (3 pair), special gloves or mitts as required for welders. The Company will also furnish dark or clear flash glasses to employees. All employees will be responsible for the safety glasses issued to him under his signature and such glasses must be returned to the employer on or before the completion of his employment. In any case where the employee fails to return the glasses issued to him, the employer may deduct the cost of this item from the employee's pay cheque.

Any employee requiring prescription eyeglass lenses shall be supplied one (1) pair per year after six (6) months of service with the company.

15:04 The Company will provide and maintain adequate heat in the shop during any cold weather periods.

15:05 (a) Any employee suffering injury on the job must report immediately to the First Aid Department (Attendant) or as soon thereafter as possible and also report to his Foreman on returning to work.
(b) Injured Employee-Daily Earnings. Employees involved in time loss accidents while on the job shall receive eight (8) hours' pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid a maximum of two (2) hours time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practical.

15:06 All employees, as well as the Company, shall observe the simple rules of good housekeeping and sanitation.

15:07 It is recognized and agreed that safety of employees is the mutual responsibility of the employees and the employer and that the Safety Committee should devise plans for the furtherance of safety measures including recommendations and, if necessary, recommendations of a disciplinary nature for the enforcement of such safety measures.

15:08 The Company shall pay upon receipt for safety toe work boots up to a maximum of one hundred dollars (\$100.00) per year after six (6) months of working service.

15:09 The Foreman shall sign a safety slip before any employee proceeds to work on any vessel or tank which has contained explosive or inflammable materials.

15:10 The Company shall furnish all rubber gloves, rubber aprons, rubber boots, and respirators; also, eyewash and acid neutralizer to be made available when the nature of the job requires their use.

- 15:11 The Company shall supply coveralls to shop members in good repair and of suitable fitting which shall be cleaned once a week at no expense to the employees. All employees shall sign for and be responsible for his coveralls.
- 15:12 Employees working alone. No employee covered by this agreement shall be required to work alone on any shift or any overtime work.
- 15:13 Cleanup Time. Employees will be allowed five (5) minutes personal cleanup time at the end of each shift. Warning buzzer to be provided.
- 15:14 Employees will be supplied with form fitted ear plugs, after six months of service.

ARTICLE 16:00 GENERAL PROVISIONS

- 16:01 Any rights and privileges of employees now in effect but not specifically mentioned in this Agreement, shall be continued and no changes shall be put into effect until mutually agreed upon by the Company and the Union.
- 16:02 (a) It is agreed that each employee shall file an inventory list of the tools with the Shop Superintendent on the day he commences employment. Any additional tools that may be purchased by the employee will be added to such list at the time they are brought upon the Company's premises. The inventory list shall be used for the purpose of tool(s) replacement only. It is further agreed that the employer will replace or repair any broken or worn-out tools or tool boxes not due to the employee's negligence. The Company agrees to provide insurance to cover the employee's tools in the event of theft.
- (b) When metric tools are required they shall be supplied by the company as tool crib items.
- 16:03 Wages shall be paid to each employee on the job during normal work hours. Payment shall be made once per week for the wages due from the previous week.
- 16:04 When the company finds it necessary to lay off or discharge a Shop Steward, the Business Manager of the Union shall be notified prior to such layoff or discharge.
- 16:05 Employees on the seniority list with twelve (12) months or more seniority will, if recalled to work, be guaranteed a minimum of five (5) day's work, or pay equivalent thereto.
- 16:06 (a) When the company finds it necessary to work after the regular shift in excess of two hours all affected employees shall be supplied with a hot meal at a restaurant designated by the company.

It is further agreed that the time in travel and consuming the meal shall be on the employees own time and held to a minimum. If this provision is not met each employee shall receive \$ 12.00 in lieu of the meal.

- (b) Also, it is agreed that, when possible, the company will notify employees who have agreed to work over their regular shift at least two (2) hours before the end of their shift.

16:07 Employees shall take orders from the Plant Manager or Superintendent only when their immediate Foreman or Charge Hand is absent from the Shop. However, should management require an engineer or specialist, the shop members when directed by their immediate supervisor will take instructions or directions from said people.

16:08 When employees are notified eight (8) hours prior to the commencement of their regular shift not to report for work, there shall be no wages paid. When employees are not notified eight (8) hours prior to the commencement of their regular shift and do report for work and are sent home, they shall be paid two (2) hours wages at straight time pay with the exception of Saturdays, Sundays and/or Recognized Holidays which shall be paid at prevailing overtime rates.

When employees have commenced working and are sent home prior to a lunch period, they shall receive four (4) hours wages at straight time rates with the exception of Saturdays, Sundays and/or Recognized Holidays which shall be paid at the prevailing overtime rates. Employees who start work after the lunch period and are then sent home shall be paid for four (4) hours at straight time rates except on Saturdays, Sundays, and/or Recognized Holidays which shall be paid at prevailing overtime rates.

16:09 Each employee shall be allowed a ten minute coffee break once during each half shift. The coffee break shall, so far as possible, equally divide each half shift.

16:10 The Company shall inform the Shop Stewards of all new job openings so that the shop members may have the first opportunity to apply, providing in the opinion of the Company, the member has the necessary qualifications.

ARTICLE 17:00 GRIEVANCE PROCEDURE

17:01 Any dispute under this Agreement shall be settled under the Grievance Procedure as set out and provided for in the Industrial Relations Act.

"Grievance" means any differences between the parties bound by this Agreement concerning the interpretation, application, operation or alleged violation thereof, and "Party" means one of the parties to this agreement.

17:02 All grievances shall be finally and conclusively settled without stoppage of work in the manner following:

- (a) To solve a grievance, an employee shall first, with his Shop Steward discuss it with his Foreman or Supervisor.
- (b) Failing settlement within three (3) days of a grievance under Clause (a) the particulars shall be set forth in writing by the party and processed with an official of the Company.
- (c) Failing settlement within three (3) days under Clause (b) it shall then be processed by an officer of the Union with an official of the Company.
- (d) If the grievance is not composed pursuant to Clause (c) within seven (7) days, or such longer term as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:
 - 1. The party desiring the arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
 - 2. The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
 - 3. The two arbitrators so appointed shall confer to select a third person to be Chairman and, failing to agree within three (3) days of a person willing act, either of them may apply to the Labour Relations Board to appoint such a third member.

The Arbitration Board shall sit, hear the parties, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

17:03 Each party shall pay its own costs and expenses of arbitration; the remuneration and disbursements of its appointee to the Board, and one-half (1/2) of the compensation and expenses of the Chairman and of the stenographer and other expenses of the Board.

ARTICLE 18:00 TECHNOLOGICAL OR PROCEDURE CHANGES

18:01 In the event the employer proposed the introduction of equipment in its operation requiring specialized training, the employer agrees to give first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, the employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change.

18:02 It is agreed that when an employee is displaced by reason of technological change the displaced employee shall receive two (2) weeks pay for each year or part thereof of service with the Company.

- 18:03 Any dispute arising out of technological changes shall be settled through the Grievance procedures set forth in this agreement.
- 18:04 All employees laid off due to plant or parts of plant closure shall be given four (4) weeks notice of such closure or severance pay in lieu of such notice as follows:
- (a) Employees laid off with eight (8) to ten (10) years of service will receive two (2) weeks (10 days) pay.
 - (b) Employees laid off with ten (10) or more years service will receive two (2) weeks (10 days) pay plus one (1) days pay for each year of service over ten (10) years.
 - (c) Severance pay can only be exercised once and Article 13.07 shall not apply.

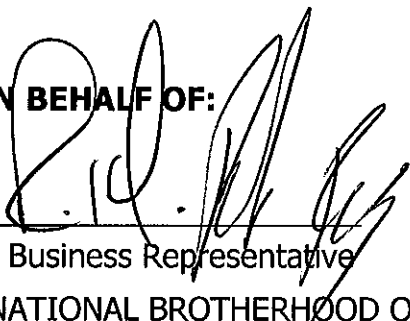
ARTICLE 19:00 SAVING CLAUSE

- 19:01 No provision of this agreement shall be used to remove working conditions or reduce wages presently in force.
- 19:02 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this agreement shall not invalidate the remaining portions hereof and such remaining portion shall continue in full force and effect.
- 19:03 Non Bargaining Unit Employees - Working. No employee outside the Bargaining Unit will use hand tools or do work which is normally done by employees in the Bargaining Unit, except when instructing or training employees or in an emergency beyond the control of the Company.
- 19:04 Work Retention and Sub-Contracting. Where the Company's facilities, space, and trained personnel are available, the Company shall continue to have all work which is presently performed by employees of the bargaining unit, retained and performed by employees of the bargaining unit.
- 19:05 Where work must be performed by others, the Company where possible, shall have its sub contract work performed by a Union Shop.
- 19:06 Picket Line. It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an employer with whom the picketing Union has a dispute.
- 19:07 The Union reserves the right to render assistance to other Labour Organizations.

ARTICLE 20:00 DURATION OF AGREEMENT

- 20:01 This Agreement shall be effective from June 1, 2010 and continue in full force and effect until May 31, 2013 and continue in effect thereafter from year to year unless written notice of intent to terminate or amend the Agreement is received sixty (60) days prior to the Anniversary Date.
- 20:02 Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties of this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.
- 20:03 It is mutually agreed by the parties hereto specifically to exclude from this Agreement the provisions of Section 66(2) of the Labour Relations Act, and it shall not be applicable to this Collective Agreement.

SIGNED ON BEHALF OF:



Rob Kappel, Business Representative
THE INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS & HELPERS
LODGE 359



Geoffrey Birch
WESTERN TITANIUM
(A Division of Ellett Industries)

Nov 17, 2010

DATE

APPENDIX "A"

	June 1, 2010	June 1, 2011	June 1, 2012
Journeyman (if Boilermakers, Machinists, Welders, Pipefitters, Assemblymen, qualified)	\$32.53	\$33.02	\$33.68
Machine Operator (Saw, Drill, Rolls)	\$28.81	\$29.24	\$29.83

Foremen

At the Company's discretion, one (1) or more employees may be chosen by the employer to act as Foreman, and employee acting as Foreman shall receive Foreman's rate of not less than 15% above the rate of Journeyman. All Foremen shall be members in good standing of the Union. Foreman will be a Journeyman.

Charge Hands

Charge Hands shall be paid not less than twelve percent (12%) above the hourly rate of Journeymen.

Lead Hands

Lead Hands shall be paid not less than four percent (4%) above the hourly rate of Journeymen.

When employees are required to work overtime one employee shall be designated Charge Hand. When additional shifts are required one employee shall be designated Charge Hand.

First Aid Man with Level I to receive sixty cents (60¢) above his regular rate.
First Aid Man with Level II to receive ninety-five cents (95¢) above his regular rate.
First Aid Man with Level III to receive ninety-five cents (95¢) above his regular rate.

Helpers

	June 1, 2010	June 1, 2011	June 1, 2012
Start	\$19.27	\$19.56	\$19.95
After six months	\$20.50	\$20.81	\$21.22
After twelve months	\$21.86	\$22.19	\$22.63
After eighteen months	\$22.95	\$23.29	\$23.76

APPENDIX "B"

Apprenticeship Provisions:

- B:01 Apprentices covered by this Agreement shall, upon completion of their probationary period of ninety (90) days, form part of the bargaining unit and shall be required to become and remain members of the Union.
- B:02 When Apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay, and Government subsidies the Apprentice may receive.
- B:03 Apprentices can be required to take orders from the Journeyman with whom they are working as well as the regular Company Supervisor.
- B:04 The ratio of Apprentices in the plant shall be one Apprentice to four (4) Journeymen.
- B:05 An Apprentice having served his required time at the trade and having passed the necessary examinations will automatically be classified as a Journeyman and paid rates as enumerated in the Appendix "A" of this Agreement.
- B:06 Apprentice Wage Rate for a four (4) Year Term of apprenticeship
- | | |
|-------------------|-------------------------|
| Start to 6 months | 50 % of Journeyman Rate |
| 6 to 12 months | 60 % of Journeyman Rate |
| 12 to 18 months | 65 % of Journeyman Rate |
| 18 to 24 months | 70 % of Journeyman Rate |
| 24 to 30 months | 75 % of Journeyman Rate |
| 30 to 36 months | 80 % of Journeyman Rate |
| 36 to 42 months | 85 % of Journeyman Rate |
| 42 to 48 months | 90 % of Journeyman Rate |

LETTER OF UNDERSTANDING

Subject: Retraining of Long Term Employees

The Company and the Union have agreed in principle to the concept of assisting long term employees in preparing for alternate employment in the event their positions become redundant through economic conditions.

It this happens, the company will discuss the situation with the Union and the appropriate Government Agencies to work out a plan of action that is in the best interest of the employees concerned.

In the event that positions within the Boilermaker group become redundant, Company will transfer these employees to other positions within the Company if openings exist.



Rob Kappel, Business Representative
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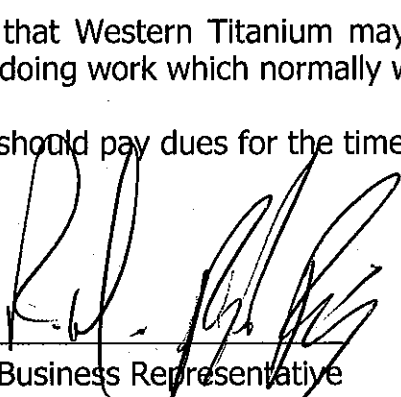
DATE

LETTER OF UNDERSTANDING

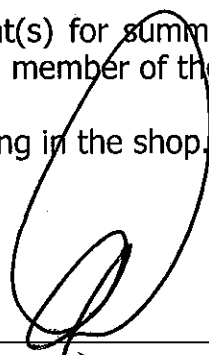
Subject: Summer Help Students

It is agreed that Western Titanium may hire student(s) for summer work as long as they are not doing work which normally would go to a member of the bargaining unit.

The student should pay dues for the time spent working in the shop.



Rob Kappel, Business Representative
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LETTER OF UNDERSTANDING

Subject: Shop Pension Fund and Health & Welfare Fund Contributions

It has been mutually agreed upon that Western Titanium (a division of Ellett Industries) will increase all member's Boilermaker Lodge 359 Shop Pension Plan Contribution Rate by \$0.23 per hour worked, effective January 1, 2011. This will bring the total contribution rate to \$3.03 per hour worked.

Further, it is agreed that effective May 1, 2011 there will be a \$0.15/hour increase by the company to the Shop Pension Plan and/or Health and Welfare Fund (to be allocated by Union).

Further, it is agreed that effective May 1, 2012 there will be a \$0.10/hour increase by the company to the Shop Pension Plan and/or Health and Welfare Fund (to be allocated by Union).



Rob Kappel, Business Representative

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