



"Leaders in Manufacturing with Pride, Dignity and Security"

AGREEMENT

Between

FPI FIREPLACE PRODUCTS INTERNATIONAL LTD.

And

**SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS
(Affiliated with A.F.L. - C.I.O. -C.L.C.)**

February 1, 2022 to January 31, 2025

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IRONWORKERS

Standards of Excellence

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker member and our commitment to be the most skilled, most productive and safest craft in the Building Trades.

As Union Ironworker members, we pledge ourselves to uphold our word, as given through our Collective Bargaining Agreement, and display the professionalism expected of our trade and Union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence.

It is a commitment to use our training and skills, each and every day, to produce the highest quality work worthy of our name and consistent with the collective bargaining agreement.

As an Ironworker member, I agree to:

- 1. Adhere to my responsibilities under the Collective Bargaining Agreement for start and quit times, as well as lunch and break times.**
- 2. Allow my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns or any activities that affect our good name.**
- 3. Respect the Customer's and Employer's rights, property and tools as I do my own. Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.**
- 4. Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.**
- 5. Do my best to work in a manner consistent with the quality, productivity and safety of every task that I am assigned.**
- 6. Do my best to help every co-worker return home safe at the conclusion of every shift. The Ironworkers' Standards of Excellence will increase the pride, the productivity and craftsmanship of every Ironworkers member throughout North America. This commitment will improve work place conditions, increase work opportunities, and help maintain our wages, benefits and standard of living. In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.**

AGREEMENT

THIS AGREEMENT, executed and effective as of the first day of FEBRUARY, 2022 by and between:

FPI FIREPLACE PRODUCTS INTERNATIONAL LTD.
6988 VENTURE STREET
DELTA, B.C.
V4G 1H4

hereinafter referred to as the "Company" and SHOPMEN'S LOCAL UNION #712 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (affiliated with A.F.L. - C.I.O.), hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes, lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, (as referred to in Article 1 of this Agreement) to prevent waste, unnecessary and avoidable delays and expenses, and for the further purpose of at all times securing for the Company sufficient skilled workers and, insofar as possible, provide for labours' continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal fabricating industry that fabricating costs may be as low as possible, consistent with fair wages and conditions and for the further purpose of establishing the necessary procedures by which these objectives may be accomplished.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 - BARGAINING UNIT AND UNION RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agency for those employees, duly certified under The Labour Relations Code of British Columbia for the purpose of Collective Bargaining with respect to rates of pay, hours of employment and all other working conditions.

1.02 The Union or any of its members will not distribute propaganda or transact any other business of the Union on the Company's time except as may be provided for in this Agreement.

1.03 Employees of the Company who are excluded from the bargaining unit, set forth and described in Article 1 (1.01), except for the purpose of instructing employees, demonstrating proper methods and procedures of performing work operations, experimenting, installing new procedures, or in cases of emergency or due to severe absenteeism, shall not perform production and maintenance work normally assigned to hourly rated employees.

1.04 Wherever the masculine is used in this Agreement, it shall be construed as if the feminine had been used where the appropriate gender application so requires, the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, the parent body of the Union (hereinafter referred to as the "International") is not a party to this Agreement of any amendments thereto, and said International; its officers, agents or representatives, shall not be responsible or liable for breach of this Agreement or any amendments thereto, where such breach has not directly or indirectly, been caused, authorized, ratified, advised or directed by said International, its officers, agents or representatives; and similarly, said International, its officers, agents or representatives shall have no right of redress against the Company for breach of this Agreement or any amendment thereto.

ARTICLE 3 - UNION SECURITY

3.01 Each of the Company's employees as defined in Article 1 hereof, shall as a condition of employment, be or become a member of the Union not later than the first day following the completion of their probation period (500 working hours). Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing.

3.02 Subject to the provisions of The Labour Relations Code, and upon receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained his or her membership in good standing therein as provided for in this Section, the Company shall discharge such employee and such employee shall not be re-employed during the life of this Agreement unless or until he or she complies with the provisions of this Section.

3.03 In the event of an increase in the work force, the Company will notify the Union of the number and classifications of employees required and the Company shall have the choice of selection of available members. In the event that Shopmen's Local Union #712 is unable to supply the Company within 24 hours with competent employee(s), as defined by the Company, then the Company shall have the right to employ any other competent worker(s) from any other source provided, however, that such workers hired shall be required to be registered at the Union office before commencing work. In the event that the Union refers an employee who subsequently turns out to be unqualified or unsuitable during the probation period, then the Employer may reject and terminate the said employee without recourse.

3.04 As a condition of employment, each new employee will sign a check off authorization. The Company agrees to deduct from the first pay of each month the earnings of every employee covered by this Agreement, a sum equal to the monthly dues as set forth in Subsection 3.05 below and remit same to the Financial Secretary of the Union not later than the fifteenth (15th.) day of the month in which the deduction is made, with a list in duplicate, of the names of the employees to whom said monies are to be credited. Should any employee have no earnings due him or her on the first day in any month, such deduction shall be made from the next succeeding pay of the employee in question. Upon receipt of such deduction and list, said Financial Secretary shall receipt and sign one copy of the list and promptly return same to the Company.

3.05 The Union dues, as of the date hereof, are an amount equal to one and three quarter ($1\frac{3}{4}$) hours pay, plus the International Per Capita Tax, in an amount as advised by the Union to the Company, received by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours' pay or more in any month shall have full dues deducted).

Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such date a new Agreement is negotiated. Such dues shall not be changed except in accordance with the provisions of the International Constitution and Bylaws of the Union and, in such event, said Financial Secretary shall notify the Company in writing. The Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.

In addition to the applicable hourly wage rate for each hour worked by employees, the Employer and employees shall equally share the total contribution of three eighths of one percent ($\frac{3}{8}$ of 1%) i.e. 7.5 cents per hour over the length of this agreement. The total contribution is equivalent to 2.5 cents per hour, each year and should be submitted to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a non-profit, jointly trusted Cooperative Trust established pursuant to the laws of Canada and the United States. The general purposes of the Trust include improvement and development of the Union Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions to which the Employer, to the extent bound by this agreement, hereby covenants and agrees to be bound.

3.06 Upon receipt of a signed individual authorization from any employee hired, or re-hired after the effective date of this Agreement, the Company shall withhold from such employee's earnings for payment of initiation and/or reinstatement fee. The sum to be deducted shall not exceed one hundred and fifty (\$150.00) dollars for initiation fee and two hundred and fifty (\$250.00) dollars for reinstatement fee. Such amount shall be withheld from the earnings of the employees in question in accordance with the provisions of such authorization, and when the full amount of such fee has been withheld such authorization, shall be null and void. Such initiation and/or reinstatement fee shall not be changed except in accordance with the provisions of the International Constitution and Bylaws of the Union and in such event, said Financial Secretary shall notify the Company, in writing stating the amount to be deducted thereafter.

3.07 It is expressly understood and agreed that, upon receipt of proper proof, the Union will refund to the Company or to the employee involved, any Union dues erroneously collected by the Company and paid to the Union.

3.08 The Company agrees that any present employee covered by this Agreement, employed by them at the date of signing of this Agreement, as a condition of employment, shall maintain his membership in the Union in good standing. Should a member of the Union fail to maintain his membership in good standing by being more than thirty (30) days in arrears with the payment of monthly Union dues, the Union shall promptly notify the Company in writing, and the Company, upon receipt of such notification, shall inform the employee the conditions of his continued employment, and with employee authorization, make the necessary deductions from the next pay cheque.

3.09 Under no circumstances shall a Chief Shop Steward or Stewards Committee or any employee of the Company covered by this Agreement make any arrangements with Management, superintendent, general foreman or foreman, that will change or conflict in any way with any clause or section or terms of this Collective Agreement.

ARTICLE 4 - MANAGEMENT PREROGATIVES

4.01 The Union recognizes and agrees that except as specifically delegated, granted or modified by this Agreement, the Company retains the rights and authority to manage the operations as it sees fit to maintain the continuity of the business. These rights are retained solely and exclusively by the Company, and remain without limitation within the rights of management. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

4.02 Without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to decide the products it will manufacture, establish standards of workmanship, hire, discipline or discharge for just cause, transfer employees from one department to another, and to make and alter from time to time rules and regulations to be observed by the employees, except that these rights shall not supersede any other express provisions of this Agreement. The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committeeman or Steward. The Shop Steward will witness the issuing of a written warning by signing the document, this however, will not be construed as his approval or disapproval of the warning. Verbal or written discipline letter(s) expire after one (1) year.

4.03 The Company reserves the right to appoint Charge Hands according to operational needs. This position will not be posted.

4.04 The Company reserves the right to determine that an employee who has been appointed as a Charge Hand is not satisfactorily performing the duties of a Charge Hand, and will return the employee to the job classification worked in prior to the Charge Hand appointment after discussion with a Union Representative.

Management reserves the right to assign employees to any job within their job classification or lower.

4.05 BARGAINING UNIT WORK

The parties recognize and agree that the operations of the Company's affairs and processes necessarily involves persons in positions which are excluded from the bargaining unit from time to time doing work within the scope of the certified bargaining unit as described in Section 4.06 and 4.07. It is further understood and agreed that such involvement in bargaining unit work will not be used to erode the bargaining unit, eliminate jobs for union members, or negate training opportunities for employees desiring to learn other skills within the bargaining unit.

Upon notification of the Shop Steward, a new supervisor to the Department may perform Bargaining Unit work providing it is within the first six (6) months of his appointment and no employee is laid off because of the training (to a maximum of two hundred (200) hours).

4.06 For greater certainty, but without detracting from the generality of the foregoing paragraph, the parties specifically agree that excluded personnel may perform bargaining unit work, upon notification of the Union in the following situations:

- Training and instruction of Union Members.
- In the event of any emergency as defined in Article 4.07.

4.07 An "emergency" shall be deemed to exist where action by non-bargaining unit personnel is necessary to:

- Avoid or eliminate a dangerous or hazardous condition.
- Avoid loss or damage to Company's property or equipment.

4.08 When the Company finds it necessary to lay-off or discharge a Chief Shop Steward, the Business Agent of the Union shall be notified prior to such lay-off or discharge.

ARTICLE 5 - HOURS OF WORK

5.01 This Article describes the regular work-day and the regular work week, and is not intended and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. The regular scheduled work week for each employee shall begin with the starting time of his or her regularly scheduled shift on Monday for each week as set forth herein. When more than one shift is employed, the shifts shall be named respectively, night shift, day shift and afternoon shift. It is understood that Maintenance and other situations may vary from this clause by mutual agreement between the Company and the Union.

5.02 In all divisions, when only one shift is employed, a regular workday starting Monday to Thursday shall consist of eight and one-half (8 ½) consecutive hours, exclusive of the lunch period, with pay for eight and one-half (8 ½) hours and six (6) consecutive hours, on Friday with pay for six (6) hours between 6:00 a.m. and 6:00 p.m. and the regular work week shall consist of forty (40) hours. When two (2) shifts are employed, a regular work day for the day shift shall be as outlined in the above paragraph. The regular work day for the afternoon shift shall, consist of ten (10) consecutive hours, exclusive of the lunch period, with pay for ten (10) hours, between 2:30 p.m. and 4:00 a.m., and the regular work week for the afternoon shift shall consist of forty (40) hours. A premium of 3.5% percent per hour above employees' regular rate shall be paid for hours worked on the afternoon shift. A premium of 4% percent per hour above employees' regular rate shall be paid for hours worked on the night shift. Should the Company wish to schedule a third shift, both parties would meet to review the starting and completion times for the three shifts.

ALTERNATE SHIFTS

These shifts will apply to employees in areas where 24 hours of operation are deemed necessary by the company to maintain production such as the Parts Department and Sub Assembly robots. The scheduled shifts to be worked are eight (8) hours per day, five (5) days per week. The shifts would be as follows:

- DAY SHIFT: Monday to Friday from 6:00 am to 2:00 pm
- AFTERNOON SHIFT: Monday to Friday from 2:00 pm to 10:00 pm
- NIGHT SHIFT: Sunday to Thursday from 10:00 pm to 6:00 am

Breaks will be as per the existing contract. Employees would be paid for forty (40) hours per week but breaks will be staggered to ensure the machines are kept running. Overtime and shift premiums shall be paid according to the existing contract.

Shifts will be manned based on ensuring the continuous operation of the machines and by seniority. If there is a reduction in working hours, the Turrets may revert back to twelve (12) hour shifts with mutual agreement as outlined in the following paragraph.

Monday through Thursday from 6:00 a.m. to 6:00 p.m. for the day shift, and 6:00 p.m. to 6:00 a.m. for the night shift, with the following breaks:

- Two (2) fifteen (15) minute breaks.
- Two (2) Half hour breaks.
- Regular Hours Paid - 10 Hours
- Overtime Hours Paid - 1 Hour

When shift changes are made, employees will be granted twelve (12) consecutive hours off duty between shifts. An employee by order of the Company, who commences a new shift during the required twelve (12) consecutive hours will be paid applicable overtime rate for all such hours worked during the twelve (12) consecutive hours.

Be it also understood that employees who have a shift change at Company request, not lose any hours of work in the week of question. The night shift (if any) which starts on Monday, shall immediately precede the day shift and the afternoon shift (if any) shall immediately follow the day shift.

5.03 EMPLOYEE'S RESPONSIBILITY

Employees shall be in their respective working area ready to commence work at their designated starting time, and they shall not leave their working area except at times which are not inconsistent with the terms of this Agreement.

5.04 The starting time and quitting time of the various shifts, as herein provided for, may be changed from time to time by mutual agreement between the Company and the Union.

5.05 All employees must punch in and out of the shop using the time clock(s) assigned to them. This can only be done using their own employee number and the job numbers they have been directed to use.

5.06 The foregoing provisions of this section are not intended and shall not be construed as preventing overtime work. It is understood that there shall be no discrimination in the assignment of overtime work and overtime shall be allocated as equitably as practical among the employees qualified to perform the work in question.

It being further understood that employees assigned to perform a job during the regular work hours shall be given preference when overtime work is required on such jobs. It shall not be mandatory for an employee to work overtime. However, if all employees capable of doing the work refuse, the less senior employee(s) shall again be asked to work the required overtime.

It is agreed that the Union or any of its representatives and employees covered by this Agreement, will not attempt to dissuade, persuade or prevent any employee from voluntarily performing overtime.

5.07 For the duration of this Agreement there shall be two (2) rest periods of fifteen (15) minutes duration, work station to work station, one of which shall be during the first four (4) hours of each shift and the second during the second four (4) hours of each shift. It is understood that special arrangement by mutual agreement between the Company and the Union may alter this provision.

During such rest periods each employee shall be paid the applicable hourly rate and no work shall be performed during such period or periods and the employees may, if they desire to do so, obtain and consume refreshments or food. It is expressly understood that if conditions of work make it impossible for anyone to have coffee during the predetermined coffee break period then the break shall be allowed as soon thereafter as the condition allows and in any case not later than thirty (30) minutes beyond the predetermined coffee break period. In the case of automated C.N.C. equipment, the Company may stagger lunch breaks so that the machines will be constantly working whenever possible.

5.08 Senior employees shall be granted preference of shift when more than one shift is employed, providing work continuity, quality and productivity can be maintained. Senior employees shall give the Company two (2) weeks' notice if they wish to change shifts. If there is a question assigning employees to a shift, Management and the Union will meet to mutually resolve the issue. The Company, wherever possible, will provide employees with five (5) days' notice of shift changes, providing work continuity; quality and productivity can be maintained.

When a shift change is initiated by an employee, the employee must stay on the shift they requested for a minimum of four (4) months. However, the Company reserves the right, based on possible production changes, to change this shift before the four (4) month period.

ARTICLE 6 - OVERTIME

6.01 Time worked in excess of standard hours of work shall be considered as overtime and rates shall apply as follows:

The first three (3) hours worked in excess of eight and one-half (8 1/2) hours in the day from Monday to Thursday, and six (6) hours on Friday inclusive, shall be paid at time and one-half.

All hours worked in excess of eleven and one half (11 1/2) hours in the day from Monday to Thursday and nine (9) hours on Friday inclusive shall be paid at double time.

The first eight (8) hours worked in excess of forty (40) hours in the week, excluding those hours worked in excess of the scheduled shifts shall be paid at time and one-half. The following overtime hours are to be paid at double time.

All pre-approved holiday pay in a working week will be considered as hours worked in that working week.

All overtime worked on Sunday shall be paid at double time. Employees required to work three (3) overtime hours shall be provided with a meal up to a value of seven dollars (\$7.00), at the Company's expense, with a fifteen (15) minute break to consume such meal which will be paid for by the Company on a straight time basis. This clause does not apply if employee is specifically notified one (1) day in advance.

All work done on any General Holiday as declared by the Provincial Government of the Province of British Columbia, or day observed as such, shall be paid for as provided for in the next succeeding Article.

The Company shall provide a meal up to a value of seven dollars (\$7.00) on weekends and statutory holidays if assigned work exceeds four (4) hours unless employee is notified one (1) day in advance that he is required to work more than four (4) hours.

6.02 A fifteen (15) minute coffee break shall be granted at the end of the regular shift prior to commencing overtime, provided the overtime period is more than two (2) hours. Break to be paid at straight time.

ARTICLE 7 – STATUTORY HOLIDAYS – HOLIDAY PAY

7.01 Subject to conditions contained in Subsection 7.02 below, employees who have been in the continuous service of the Company thirty (30) calendar days or more prior to a holiday shall be paid a regular day's pay.

For the purpose of this Agreement the following shall be recognized and observed as holidays:

New Year's Day
Easter Monday
BC Day
Remembrance Day

Family Day
Victoria Day
Labour Day
Christmas Day

Good Friday
Canada Day
Thanksgiving Day
Boxing Day

and any other one (1) day declared as statutory holiday by Federal or Provincial Governments.

7.02 All employees shall be paid for (1) one full scheduled shift for each statutory holiday.

In order to be eligible to receive a regular day's pay for any of the Holidays, or days observed as such, an employee must have been employed at least thirty (30) calendar days prior to the occurrence or observance of the Holiday in question and provided further, such employee must have worked for the Company on the last regularly scheduled work-day immediately preceding and on the first regularly scheduled work-day immediately following the Holiday in question unless his or her failure to work for the Company on such day or days, was due to absence because of being on paid vacation, as hereinafter provided for in this Agreement, or because of confirmed illness or injury that occurred or commenced on the Holiday, the day immediately following the Holiday, or because of lay-off by the Company that commenced not more than thirty (30) days next preceding the Holiday in question, or because of death in the immediate family (mother, father, spouse, children, brother, sister, grandparents, and in-laws), or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to employees drawing Workers' Compensation or Weekly Indemnity Benefits.

7.03 Should any of the foregoing Holidays occur or be observed during the vacation period of any employee, such employee will be paid his regular day's pay for each such holiday in addition to his vacation pay and he will receive one (1) additional consecutive days' vacation for each such holiday.

7.04 All work performed on any such holiday or day observed as such, will be paid for at double time rate. In addition to such double rate for work performed, each employee will be paid his regular day's straight rate for holiday pay.

ARTICLE 8 - RATES OF PAY AND WORK ASSIGNMENTS

<u>CLASSIFICATION</u>	<u>"A"</u> <u>FEB.1/22</u>	<u>"B"</u> <u>FEB.1/23</u>	<u>"C"</u> <u>FEB.1/24</u>
TURRET PUNCH OPERATOR/SETTER	\$30.16	\$30.91	\$31.66
ROBOTIC WELDING OPERATOR/SETTER Must successfully complete both theory and practical training programs as per Company documentation Minimum qualifications - Level "C" or equivalent welding ticket. Must have knowledge, be proficient, and be responsible for the following: <ul style="list-style-type: none"> • Safety protocols • Loading and unloading, fixture changeovers and operation • Proper set-up, change out and maintenance procedures • Troubleshooting programs through teach pendant • Programming through teach pendant 	\$30.16	\$30.91	\$31.66
JOURNEYMAN With certificate of Qualification (trained through Apprenticeship Program) and or equivalent.	\$37.55	\$38.30	\$39.05
MAINTENANCE Including robotic fixture fabrication and maintenance	\$30.94	\$31.69	\$32.44
WELDER Minimum qualification – Level "C" or equivalent	\$27.18	\$27.93	\$28.68
INSPECTION (INS) Must successfully obtain Gas Certificate of Qualification, Gas Appliance Service Person (C Ticket) Must have knowledge, be proficient, and be responsible for the following: <ul style="list-style-type: none"> • Full understanding and ability to conduct ITS/OMNI inspection/test procedures and written reports • Must be able to process RMA product and documentation • Must be able to process Non-Conformance product and documentation • Must have proficient reading and writing skills • Knowledge and use of RF bar code scanners • Must be able to read drawing and part specifications Testing for the inspection rate will include and consist of conducting and processing ITS/OMNI tests, RMA's, Non-Conformance, product transfers through RF scanners, drawing/dimension understanding.	\$25.62	\$26.37	\$27.12
CNC BRAKE PRESS OPERATOR Must have ability to set up and program their machine	\$27.18	\$27.93	\$28.68
TURRET TOOL MAINTENANCE <ul style="list-style-type: none"> • Must be able to set and operate CNC 3 Axis surface grinder • Must have knowledge of punch and die clearances • Must be able to disassemble and rebuild multi tools • Must be able to make judgment on amount of grinding to be done on a punch or die • Must be able to communicate with supervisor and turret operators when new tooling requires ordering 	\$25.62	\$26.37	\$27.12

CLASSIFICATION

SHIPPER/RECEIVER

Forklift Driver

Knowledge of product: part numbers finished goods warranty items Knowledge of necessary paperwork for shipping and receiving:

- Packing slips
- Weigh bills
- Customs papers
- Able to grid and load trucks
- Familiar with freight company procedures
- Oversee forklift driver

Customer service skills required for any shipping/receiving position

"A"
FEB.1/22

"B"
FEB.1/23

"C"
FEB.1/24

\$25.62

\$26.37

\$27.12

INTERIM SHIPPER

This will apply to PW1 employees who are suitable and working in the Shipping Department. They will be paid \$0.50 per hour above the PW1 rate, and to qualify they must have the following minimum qualifications:

Forklift Driver:

Knowledge of FPI product:

Knowledge of necessary paperwork:

Bar Coding:

has passed forklift course

part numbers and warranty items

packing slips and weigh bills

able to operate handheld scanner

able to pick orders from handheld scanners

understanding of bar coding procedures

has signed off on procedures training

able to load trucks using handheld scanner

SHIPPER POSITION

An interim shipper may test for Shipper rate at any time but if they fail, they may not test again for 3 months. If an employee fails twice, they will not be allowed to test again. To qualify for Shipper, the employee must be able to:

Complete customs papers - Must understand and be able to fill out required paper work for customs for truckloads, LTL, and Courier shipments. Understanding of "Country of Origin" and tariff classes and their implications.

Grid and Load Trucks - Must be able to grid trucks (stoves and accessories) and load.

The test for the Shipper rate will consist of gridding and loading 3 trucks and preparing the necessary customs paper work. Any mistakes will be considered a fail. Any employee qualified as interim shipper who does not qualify for Shipper after twelve (12) months will revert back to PW1 rate.

RECEIVER

Employees must have the following qualifications:

• Certified Forklift Driver	• Knowledge of bar-coding procedures
• Knowledge of necessary paperwork, packing slips, weight bills etc.	• Must be able to demonstrate ability to use and follow instructions from handheld scanner.
• Able to pick order for assembly lines	• Knowledge of cycle counting procedures
• Able to receive and label steel and maintain/organize steel racks	• Understanding of Quality Control inspection procedures
• Ability to maintain Receiving cage within TM (bar-coding) system	• Understanding of reorder cards

CLASSIFICATION

"A"
FEB.1/22

"B"
FEB.1/23

"C"
FEB.1/24

PRODUCTION WORKER 1

Over 2000 hours worked:

- Assembler – Gas, Wood and Accessories
- Assembler – Sub – Assembly
- Finisher – Gas, Wood and Accessories
- Packer – Gas, Wood and Accessories
- Parts Grinder
- Painter Helper
- Brick Saw
- Insulation Cutter
- Pallet Maker
- Spot Welder
- Warranty Helper
- General Helper
- Finish Grinder
- Finish Painter
- Forklift Operator(must be certified)
- Machine Feeder
- Inspection Helper (INS)
- Warranty
- Valve Assembly and Test
- Manual Pack
- First Aid (must be certified)
- Janitor (must be forklift certified)

\$24.42

\$25.17

\$25.92

PRODUCTION WORKER 1

Over 1000 hours worked:

\$22.45

\$23.20

\$23.95

PRODUCTION WORKER 1

Under 1000 hours worked:

\$21.62

\$22.37

\$23.12

<u>CLASSIFICATION</u>	<u>"A"</u> <u>FEB.1/ 22</u>	<u>"B"</u> <u>FEB.1/ 23</u>	<u>"C"</u> <u>FEB.1/ 24</u>
STUDENT <small>As defined in Article 8.02</small>	\$20.62	\$21.37	\$22.12

STUDENTS ADDITION TO CLAUSE

Students must be hired by the Company only if the following requirements are met:

- No present employee is laid off who is willing to do the job.
- They are employed only between the period June and September.
- They are a student and going to school full time after their employment at F.P.I.
- The number of student employees will not exceed the number of Production Worker 1 employees.

Students will not become members of the Union and they do not retain seniority but they must pay the Union Dues.

Students will be paid at a rate of one dollar (\$1.00) below Production Worker 1.

CHARGE HAND - A Charge Hand is any employee who is able and willing to instruct others in the performance of their work and is responsible for assisting with the quality and productivity in their department and, is so recognized by the Company. To be paid \$1.40 above his/her rate.

IMPROVERS – To be paid two (\$2.00) dollars per hour below the classification rate for the 1st six (6) months of improvership and one (\$1.00) dollar per hour below the classification for the 2nd six (6) months of improvership.

It is understood that an employee's rate of pay shall not be reduced as a result of accepting an improver's assignment.

FIRST AID ATTENDANT LEVEL 2 REQUIREMENT

There will be one designated (qualified) First Aid Attendant at the plant and they will be paid one dollar and twenty five cents (\$1.25) per hour above their classification rate, also one backup (qualified) First Aid Attendant at the plant (when possible), and they will be paid fifty cents (\$0.50) per hour above their classification rate. The Company will pay the fee when a designated First Aid Attendant is retested for their certificate.

Should the Company undertake new or different work operations not covered by the above classification, such work operations shall be classified and the minimum wage rates established therefore through prompt negotiations between the Company and the Union and in any event, within fourteen (14) days of the commencement of such operations. Failing an agreement with respect to the classification and minimum wages within said period, the matter will be automatically referred to a mutually agreed Arbitrator for a final and binding determination which said determination must be made within twenty-eight (28) days of the commencement of such operations.

ARTICLE 9 – PAYDAYS

9.01 Employees shall be paid by cheque or bank deposit on a regularly designated pay day once every two (2) weeks. When an employee is laid off or discharged, he shall be paid all wages due him immediately, if possible, but not later than two (2) working days after termination. Employees who voluntarily quit shall be paid all wages due them immediately, if possible, but not later than five (5) working days after termination.

9.02 All work performed shall be paid for on an hourly basis unless otherwise provided for.

9.03 In the event the Company desires to establish an "Incentive Bonus Plan" or similar Plan(s), these Plans shall be subject to negotiations and shall not be put into effect until mutually agreed to by the Company and the Union.

ARTICLE 10 – REPORTING PAY

10.01 Any employee who is scheduled or required to and does report to work on any day and is not put to work for at least four (4) hour, shall be paid at the applicable straight time hourly rate or the applicable overtime rate, whichever is correct for four (4) hours' actual work on that day, except where failure to so put such employee to work is occasioned by non- operation of the plant or a substantial part thereof, as a result of fire, Act of God, failure of power or major breakdown of equipment. In this event, one (1) hour would be paid if personal notification was not made. Employees will standby for such hour if, requested. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.

10.02 Any employee who by order of the Company reports for work during the twelve (12) consecutive hours immediately following the regular quitting time of his regular shift, Monday to Friday, for all time worked during such twelve-hour period, shall be paid either the applicable overtime rate therefore, or four (4) hours' pay, whichever is the greater.

10:03 Any employee injured while working for the Company at the Company plant who is sent to a doctor by the Company's First Aid Attendant with the knowledge of the supervisor, if possible, and returns to work during the regular working hours the same day, shall be paid by the Company at the applicable wage rate for such time thereby lost on such day by such employee; and if he shall on any subsequent day on which he performs work for the Company be requested by the doctor to take further treatment for such injury during his regular working hours he shall be paid by the Company the applicable wage rate thereby lost on such day by such employee provided satisfactory proof is furnished by the doctor to the Company giving particulars of employee's visit. Should an injured employee be admitted to a hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such employee is injured such employee shall receive the applicable hourly rate for the full shift. This clause shall not apply where the lost time is being paid by the Workers' Compensation Board.

10.04 Five (5) paid sick days will be granted to each employee within a calendar year, as defined in most recent updated version of the British Columbia Employment Standards Act (ESA).

10.05 Any employee who by order of the Company is required to produce a doctor's note or similar for time lost that bares cost, shall submit receipt for reimbursement to a maximum of \$60/calendar year.

ARTICLE 11 - VACATIONS

11.01 Employees will receive vacations and be paid for the vacations in accordance with the following schedule.

Years of Continuous Service	Vacation Period	Vacation Pay
Less than one Year	1 day for each major fraction month worked (max 10 working days)	4% of Gross Pay
1 Year but less than 3 Years	2 Weeks	4% of Gross Pay
3 Years but less than 8 Years	3 Weeks	6% of Gross Pay
8 Years but less than 15 Years	4 Weeks	8% of Gross Pay
15 Years and over	5 Weeks	10% of Gross Pay

11.02 The above vacation percentages will be paid on total earnings for the year prior to the anniversary date of the employee. Employees will be allowed to withdraw, per calendar year, 1 weeks accrual. The money must be taken in one lump sum on a regular scheduled pay day.

11.03 Vacations shall not be cumulative, but must be granted and taken in the calendar year in which they are due. Vacations shall be granted at a time most desired by the employee in question, with due regard for seniority, provided however, the final allocation of vacation periods shall rest exclusively with the Company in order to ensure continuity of plant operations. The Company shall give each employee at least sixty (60) days' advance notice of the vacation period allotted to him, otherwise the employees shall take their vacation in accordance with their original request. It is further provided that employees may, with the permission of the Company, take their vacation during some other period in the current calendar year and, provided further, that employees entitled to two (2) and three (3) weeks' vacation may, with the permission of the Company, take their vacation in non-consecutive weeks. Employees must give the Company thirty (30) days written notice for vacations of up to 2 weeks which vary from the shutdown period and sixty (60) days' notice for any vacations greater than 2 weeks.

Employees are encouraged to plan for the Summer and Christmas vacation shutdowns, which will be posted by the Company by January 31st. Employees requesting vacations that vary from the vacation shutdown periods, should submit the vacation request to the Company by Feb 28th so that the Company has time to review and approve or revise them as required. The Company will reply to submitted requests within 1 week.

Employees will be entitled to use 5 days per year, of their vacation entitlement for personal time in increments of 1 to 4 days with appropriate monies. In addition, employees will be allowed to take 5 vacation days in increments of 1 to 4 days with appropriate monies provided 30 days' written notice has been given. All other vacation requests must be in weekly segments with the appropriate monies. All monies to be paid on a regular scheduled pay.

11.04 In the event an employee's employment relations are severed for any reason before such employee has received his or her vacation or vacation pay, such employee shall receive vacation pay at the time his employment relations are severed.

ARTICLE 12 - INSURANCE, MEDICAL AND DENTAL

12.01 INSURANCE COVERAGE

<i>Life Insurance</i>	Employee:	\$50,000
	Spouse:	\$10,000
	Children:	\$5,000
<i>Accidental Death & Dismemberment</i>	Employee	\$50,000
Waiting Period:	Three (3) Months for new Employees	
Premium Division:	Employer:	75%
	Employee:	25%

12.02 MEDICAL COVERAGE

<i>Medical Services Plan of British Columbia (MSP)</i>	Coverage will commence on the first day of the month following the month of employment	
Premium Division:	Employer:	100%

12.03 DENTAL COVERAGE

<i>Dental</i>	Basic	80% annual max \$2,000
	Major and Restorative	50% annual max \$2,000
Annual Deductible:	\$25.00 once per year per family	
Waiting Period:	3 months for new Employees	
Premium Division:	Employer:	100%

Coverage is provided for basic and major restorative dental expenses, but there is not an orthodontic coverage.

12.04 EXTENDED HEALTH COVERAGE

<i>Extended Health Coverage</i>		
Global Medical Coverage for Travel *out of Province	*Prescription Drugs *Paramedical Services	
Eye Exams:	\$100 for adults every 24 months	\$50.00 for children up to age 18 every 12 months
Annual Deductible:	\$25.00	
Reimbursed Expenses:	80% with unlimited lifetime maximum	
Waiting Period:	Three (3) months for new employees	
Premium Division:	Employer:	85%
	Employee:	15%

12.05 DISABILITY INSURANCE

<i>Employment Insurance</i>	First 17 (seventeen) weeks	Service Canada
<i>Long Term Disability</i>	After 17 weeks of EI	Insurance Carrier
Coverage:	66% of average monthly earnings to a maximum of \$3,000 per month	
Premium Division:	Employer:	50%
	Employee:	50%

An employee will receive disability benefits if the disability extends past seventeen (17) weeks (E.I. will cover the first seventeen (17) weeks) equal to 66% of average monthly earnings to a maximum of \$3,000 per month.

12.06 An employee on leave of absence or temporarily laid off may continue his coverage for three (3) months by paying the full amount of the Insurance, Medical and Dental Premiums. The Company agrees to remit same with their regular group billing returns. In order for an employee to be eligible for the provisions of Subsections 12.01, 12.02 and 12.03, an employee must apply and remit payment to the Company prior to their billing date.

12.07 If a covered employee is off work due to a time loss injury caused through work and is accepted by the W.C.B., the Company will maintain the agreed premiums for the employees' Medical, Extended Health Benefits, Insurance and Dental Plans for the duration of the employee's absence up to a maximum of one (1) year, and as long as the employee maintains their contributions.

12.08 If a covered employee is absent from work due to a confirmed illness or injury which is not work related, the Company will maintain the agreed premiums for the employee's Medical, Extended Health Benefits, Insurance and Dental Plans for eighteen (18) weeks and as long as the employee maintains their contributions. An employee may continue their coverage for an additional thirty-four (34) weeks as long as the employee pays 100% of the benefits premiums. The employee must remit payment to the company prior to the first of each month.

ARTICLE 12(A) CANADIAN NATIONAL SHOPMEN PENSION FUND

(A) The "Company" and the "Union" signatory to this Collective Agreement individually and collectively agree that each will remain a Contributing Employer and Participating Labour Organization, respectively, in the CANADIAN NATIONAL SHOPMEN PENSION FUND (hereinafter referred to as the "Pension Fund") and each agrees to remain a Contributing Employer and Participating Labour Organization in said "Pension Fund" for the duration of this Collective Agreement, including any renewals or extensions thereof. Said CANADIAN NATIONAL SHOPMEN PENSION FUND and the "Agreement and Declaration of Trust" shall be considered as being a part of this Collective Agreement as though set forth herein at length.

(B) Said "Pension Fund" was established and exists for the purpose of providing pension benefits for eligible employees of firms represented for the purpose of collective bargaining by Shopmen's Local Unions of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. Therefore, the "Company" and the "Union" signatory to this Agreement agree to remain participating entities in said "Pension Fund" for the purpose of providing pension benefits for the "Company's" employees included in the bargaining unit described and set forth elsewhere in this Agreement. By remaining a Contributing Employer in the "Pension Fund", the "Company" does not agree to be, and shall not be considered as, a fiduciary with respect to the "Pension Fund". The "Company" shall have no liability or obligation to the "Pension Fund" beyond its obligation to timely contribute, as set forth herein, and as may be set forth by federal or provincial law. The "Company" and the "Union" further agree to cooperate in informing participating employees and beneficiaries in the "Pension Fund" as to the benefits they are entitled to. Therefore, booklets, literature or other pertinent information supplied by the "Fund Administrator" shall be distributed by the "Company" at its place of business to its covered employees.

(C) Said "Pension Fund" shall, pursuant to and in accordance with the "Agreement and Declaration of Trust," be administered by a Board of Trustees and said "Pension Fund" adopted by said Trustees shall at all times conform with the requirements of the Income Tax Act (Canada) so as to enable the "Company" at all times to treat payments made to said "Pension Fund" as a deduction for income tax purposes.

(D) Commencing on the first day of February 2022, and continuing until midnight January 31, 2023, the "Company" agrees that for each hour of pay paid to each employee to whom this Agreement is applicable, for any reason provided for in this Collective Agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and fifty cents (\$2.50) per hour.

Commencing on the first day of February 2023, and continuing until midnight January 31, 2024, the "Company" agrees that for each hour of pay paid to each employee to whom this Agreement is applicable, for any reason provided for in this Collective Agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and sixty cents (\$2.60) per hour.

Effective on the first day of February 2024, and for the duration of this Collective Agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this Collective Agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and seventy cents (\$2.70) per hour.

(E) Payments by the "Company" to said "Pension Fund", as provided for in the preceding Subsection, shall be transmitted by the "Company" to the Trustees of said "Pension Fund" no later than the 15th. day of each month for the preceding month. Failure of the "Company" to make such monthly payments to the above stated date shall constitute a breach of this Agreement and shall additionally obligate the "Company" to pay to the Fund interest at the rate of 12% per annum from the date contributions are due until the date paid plus liquidated damages as may be provided in any collection policy approved by the Pension Fund's Trustees.

(F) The terms of this Section may not be modified or amended in any manner by any other agreement. The "Company" and the "Union" hereby certify that they have not entered into, and will not enter into, any other agreements that would purport to modify any terms of, or obligations imposed upon, either of them by this Section.

ARTICLE 13 - MATERNITY LEAVE

13.01 The Company will grant Maternity Leave based on provisions set out in British Columbia Employment Standards Act at the time of the leave. Employment Standards Act provides seventeen (17) week maternity leave of absence for each pregnancy. The pregnant employee can take up to sixty-one (61) weeks of unpaid parental leave after their maternity leave.

Employees must submit a written request to their employer at least four (4) weeks before taking any maternity or paternity leave.

All male employees can request three (3) days leave with pay providing the following requirements are met:

- The employee must submit a doctor's letter verifying pregnancy or birth certificate listing the employee as the parent.

This applies only once (1) per child.

ARTICLE 14 – SENIORITY

14.01 New employees, including employees who are re-hired after a break in continuity of service with the Company, as hereinafter provided for in this Section, shall be regarded as probationary employees until they have completed an aggregate total of five hundred (500) working hours within the period of six (6) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. During the aforementioned probationary period, employees may be discharged or may be laid off without reference to length of service; and, in either event, the Company shall be under no obligation to re-employ such person. Upon completion of the aforementioned probationary period, employees shall have plant wide seniority status in accordance with their length of continuous service from the date of hiring. In the event of a reduction of the workforce, the Company and the Union shall meet to determine the most appropriate means of reducing the work force in accordance with Article 14.02.

Layoffs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of continuous service, as the term "continuous service" is used in this Section, and the employee's seniority status shall not be affected by such interruptions; provided, however, the continuous service of an employee and his seniority status is based on thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise:

(a) Absence from work without leave, as hereinafter provided for in this Agreement, for three (3) consecutive work days, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.

(b) Failure to report or return to work, when laid off in accordance with the following: any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employees in writing by registered letter addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report to work, which shall not be more than ten (10) working days after the mailing or sending of such notice. A copy of such notice shall be given to the Chief Shop Steward within twenty-four (24) hours after same is mailed or sent.

The employee shall reply by mail or telegram addressed to the Company, within three (3) working days after the mailing or sending of such notice, whether he will report for work at the time stated.

(c) Discharge for proper cause.

(d) If he resigns or quits.

(e) When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness. Employees who have failed to perform work for the company for a period of 3 years shall not continue to accumulate seniority unless the failure to work was due to a work related injury.

When a permanent vacancy occurs within a classification, it shall be posted in the plant for a period of five (5) working days. Application for job postings must be submitted in writing to the employee's Supervisor on the forms provided. Selection of the successful applicants will be made in accordance with Article 14.02.

14.02 When any vacancy occurs above Production Worker 1, or when a new job is instituted above Production Worker 1, the job will be posted on all shop bulletin boards, at least five (5) working days before such vacancy or new job is to be filled. In the event that training of employees is necessary in order to fill vacancies or new jobs, preference will be given to those employees who have the most seniority. Such employee shall be given ten (10) working days (or a lesser time by mutual agreement between the Company and the Shop Committee) in which to demonstrate his or her ability to perform the work in question.

14.02(A) An employee that gets accepted for any posted job vacancy, above Production Worker 1, must successfully go through all necessary training and corresponding performance and ability tests before classification pay rate in question will be given. If for any reason, the employee does not pass during the testing and therefore does not proceed into the new position and classification pay rate, they shall not be allowed to re-apply for this same position in the future for a term of one (1) year. An employee shall apply for the same position not more than two (2) times in a five (5) year period.

If the employee selected for a new position does not pass during the testing period the company will select the next successful candidate who applied for the posted position.

After 30 days from the initial selection process the company shall repost the position providing the selected candidate has to be replaced.

Once an employee has been accepted and passed all testing into a posted job vacancy, they shall stay in this position for a minimum of three (3) months before applying for another posted job vacancy.

14.02(B) In all cases of promotions (except to Supervisory/Charge Hand positions) or demotions, when vacancies occur, when new jobs are created, when jobs are abolished or re-established, as well as in all cases of increase or decrease of forces, employees shall be given preference in accordance with their length of continuous service with basic orientation, subject to their relatively equal ability to perform the work in question as per mutual agreement between management and the Shop Committee. In order to receive basic orientation, any employee wishing to bump another employee, the employee must notify the Shop Steward within four (4) hours of notification of his/her layoff who in turn will notify the supervisor.

14.03 In the event of layoffs, upgrading/promotion and downgrading demotions, employee and the Chief Shop Steward shall be notified at least two (2) working days prior. This clause shall not apply to layoffs of less than eleven (11) working days duration. In either case the Shop Steward shall be notified of the layoff.

14.04 The Company shall post in the applicable division location, lists showing the current seniority standing of each employee and shall furnish the Union a copy of such lists. Revised lists will be posted every three (3) months and sent to the Union Office. Any appeals from the seniority list as posted must be made within ten (10) regular work days of postings; otherwise, the list will be considered final. If an employee is absent from work, because of being on vacation, confirmed illness or layoff under seniority, the appeal must be made within ten (10) regular work days of return to work. Such seniority list shall include the following:

1. Employees' name and clock number.
2. Employees starting date.
3. Employees' regular classification and regular rate of pay.

14.05 The Company shall, each month, furnish the Union and the Shop Steward, a list of the names of its employees who, during the preceding month, left the employ of the Company and reason therefore, and the names of all employees hired or returned to work during the preceding month. This list shall show the name, classification, regular rate of pay and badge or clock number of each such employee.

14.06 An employee transferred to a position in the Company outside the Bargaining Unit, shall maintain his/her accumulated seniority for a period of twelve (12) months for the time worked in the bargaining unit. He/she will accumulate additional seniority for the first six (6) months for time spent outside the bargaining unit. If he/she does not return to the bargaining unit within the twelve (12) month period indicated above, he/she would relinquish all seniority rights to the Bargaining Unit.

14.07 Employees within the bargaining unit disabled in the Company's service or incapacitated by reason of age or infirmity may be exempted by mutual agreement between the Company and the Union from the provision of this Section and may be given preference or such work as they are capable of performing.

ARTICLE 15 - LEAVE OF ABSENCE, BEREAVEMENT PAY, JURY DUTY

15.01 Compassionate applications for leave of absence, without pay, shall be granted by the Company to any employee for compassionate reasons, defined in the most recently updated version of the British Columbia Employment Standards Act (ESA), without prejudice to the employee's seniority or other rights.

Non-compassionate applications for leave of absence must be made in writing three (3) months in advance to a representative of the Company designated by it for such purpose and be approved in writing by such Company representative and a copy thereof given to the Chief Shop Steward for the Union. Generally, such leave of absence will be for a period of not more than forty-five (45) calendar days, providing all accumulated holidays have been taken, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Non-Compassionate leave shall not be granted in consecutive years.

Any employee elected or appointed as a Union Officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave without pay for a period of a single term of office, or three (3) years, whichever is the lesser, subject to renewal at the end of such period at the option of the Company.

Employees granted "leaves of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with his accumulated seniority and, in any event, shall be re-employed as soon as work is available in accordance with such employee's seniority status. Any employee, who, while on leave of absence, obtains employment with another employer, without having obtained prior permission to do so from the Company and the Union, shall be subject to discharge.

15.02 BEREAVEMENT PAY

Bereavement pay of three (3) days only will be paid by the Company for the death of spouse, children, mother and father, brother, sister, mother-in-law, father-in-law and grandparents. Requests for bereavement pay must be made within three (3) days after the death of the relative.

These days will be paid providing the employee attends the funeral on a regular work day or is unable to attend because the funeral is outside the Province of British Columbia. Payment of wages is subject to employee providing the Company with verification.

15.03 JURY DUTY

Any employee who, by order of any Court, is required to serve as juror shall for each such regular working day, be paid by the Company the difference between the amount the employee receives for service as a juror and the amount that would have been paid to such employee by the Company at such employee's straight time hourly rate, it being understood that if such employee is not accepted as a juror and is released by the Court from such service, he shall report to work for the Company as soon as possible if such release occurs during the hours of such employee's shift. Within twenty-four (24) hours after receipt of subpoena or summons, same shall be submitted by the employee to his or her immediate supervisor which shall constitute proper notice that such employee will be absent from work on the day or days specified in such subpoena or summons.

It is the employee's responsibility to provide evidence of service and amount of pay received.

Any employee in receipt of a subpoena or summons shall be placed on permanent day shift from the date of first appearance until completion of their service as juror or until released by the Court.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 A Chief Shop Steward and two (2) other Shop Stewards shall be appointed by the Union from among its members employed by the Company. To facilitate the Chief Shop Steward in his duties, all parties agree that the Chief Shop Steward shall be placed on the day shift.

16.02 The Chief Shop Steward and two additional Shop Stewards shall constitute the Shop Committee. In the absence of the Chief Shop Steward, three (3) Department Shop Stewards shall constitute the Shop Committee. The Shop Steward's shall not be discriminated against for performing their duties as hereinafter provided for.

The Union shall notify the Company within fifteen (15) days after the signing of this Agreement of the names of its members who are appointed as Shop Stewards and shall within fifteen (15) days notify the Company when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of the Supervisors whom the Stewards should contact when seeking information or in connection with adjustments if disputes that may arise. The Company shall within fifteen (15) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their job, must first obtain permission from their Working Foreman.

16.03 Grievance as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

16.04 The Company, employee, or Union must present all grievances within ten (10) working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:

STEP 1: Any employee who believes that he has a justifiable complaint or unsatisfied request will discuss the matter with his Department Supervisor, with the Steward present. At this stage the employee must clearly state that he is initiating Step 1 of this Grievance Procedure. The Department Supervisor shall give his reply within two (2) working days, or at a time mutually agreed upon.

STEP 2: Should the employee be dissatisfied with the Department Supervisor's disposition of such complaint, the grievance may be referred to the Department Manager. At this Step the grievance shall be put in writing giving all particulars including the applicable Section of the Agreement if interpretation or alleged violation of the Agreement is involved. The Department Manager will answer the grievance in writing within five (5) working days, or at a time mutually agreed upon. (Where the employee's Supervisor does not report to a General Foreman, then the employee's Supervisor will handle Step 2).

STEP 3: If no settlement is reached in Step 2, the grievance may be referred to the General Manager of the Company or in his absence his representative. The General Manager will answer the grievance in writing within five (5) working days or at a time mutually agreed upon.

16.05 Grievances not processed from one Step to another within ten (10) working days shall be deemed to be settled on the basis of the last written reply to the Grievor or the Company. Failure to reply to the grievance by either party within the agreed time limit shall mean that the grievance is conceded.

16.06 All settlements arrived at under this Section shall be final and binding upon the Company, the Union and the employees or group of employees concerned.

16.07 The Union or the Company shall have the right to initiate a group grievance or a grievance of a general nature at Step 3, Subsection 16.04.

16.08 Insofar as possible, all grievances and disputes not settled as provided for in Step 1 of this Section shall be taken up on one day of each week to be mutually agreed upon. Grievances necessitating immediate action shall be handled during working hours without loss of pay to the Shop Committee.

16.09 The Shop Stewards provided for and mentioned in this Article 16 shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this Agreement. They shall not have, or deem to have, any other authority to act for or bind the Union.

ARTICLE 17 - ARBITRATION

17.01 Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the interpretations application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the Grievance Procedure as set forth in the preceding Article of this Agreement shall upon the written request of either party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Subsection 16.04 of the preceding Article of this Agreement, be submitted to a Board of Arbitration which shall be composed in the following manner: one member of the Board of Arbitration shall be selected by the Company and one member selected by the Union within seven (7) working days after receipt of such written request. The two Board Members so selected shall endeavor to agree upon a third member of the Board of Arbitration, and in the event such third member is not mutually agreed upon within two (2) weeks, such third member shall be selected by the Minister of Labour (B.C.) as provided for in the Labour Relations Act and such third member shall be Chairman of the Board of Arbitration.

The Board of Arbitration shall hear and determine the difference or allegation and shall issue a majority decision in writing, such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do so or refrain from doing anything required of them by the decision of the Board of Arbitration. The expense of the Board Member selected by the Company shall be paid by the Company; the expense of the Board Member selected by the Union shall be paid by the Union and the expense of the Chairman shall be borne equally by the Company and the Union.

17.02 The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this Agreement, nor shall the Board of Arbitration have any authority to alter or change any of the provisions of this Agreement, or substitute any new provisions in lieu thereof, or make any decision inconsistent with the terms and provisions of this Agreement. It is expressly understood and agreed that the foregoing provisions for arbitration shall not apply to any dispute as to terms or provisions to be incorporated in any proposed new agreement between the parties. Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinabove provided for shall be submitted to the Board of Arbitration who made the award, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing, the substance thereof, and such interpretation or construction shall be binding upon all parties.

ARTICLE 18 - STRIKES AND LOCKOUTS

18.01 The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it nor its representatives will, during the term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises. The Union further agrees that any employee or employees participation in, taking part in, instigating or assistance in instigating such strike, picketing, sit-down, stand-in, or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this Agreement, shall be subject to discharge. The term "slow-down" shall mean a condition of willful restriction or reduction of production by an employee which is within such employee's reasonable control. No employee shall be disciplined for refusing to cross a legal picket line.

ARTICLE 19 - PLANT VISITATION

19.01 An authorized representative of the Union shall be permitted to visit the office of the Company during normal office hours and after notifying a representative of the Company, designated by it for such purpose, and defining the reason for the visit, will be permitted to visit the Company's shop during working hours with reasonable frequency, to investigate any matter covered by this Agreement.

ARTICLE 20 - BULLETIN BOARDS

20.01 Two (2) Bulletin Boards shall be made available for the shop by the Company for the exclusive use of the Union for the posting of Union notices relating to meetings, appointment of committees, election of officers, seniority schedules, dues, entertainment, health and safety, provided, however, that all such notices must be approved by the Personnel Manager or his delegate.

20.02 Shop Stewards shall ensure that the requirements as stipulated in this Subsection are adhered to and ensure that the Bulletin Boards are maintained in an orderly manner.

ARTICLE 21 - SAFETY AND HEALTH

21.01 The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Company has the right to discipline employees who do not follow safe work practices. The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment.

21.02 There shall be established a Safety Committee in accordance with the General Accident Prevention Regulations of the Workers' Compensation Act (B.C.) which shall be composed of not more than three (3) men selected by the Union, together with Management Representatives. The Committeeman shall investigate any unsafe conditions that may exist in his department, and shall report his findings to the Company's Supervisor and the Company agrees to make reasonable efforts to improve any safety and health defect which the Committeeman may report.

Once every two (2) months, three (3) of the Union's Committeeman, one of which shall be a Shop Steward, together with Management's Representatives, shall make a complete survey of the entire plant and shall report their findings and recommendations to the Company which agrees to make reasonable efforts to improve any safety defect which may exist. A copy of the Safety Report shall be mailed each two (2) months to the Union office.

21.03 The Company agrees to make reasonable provisions for the health of its employees while working for the Company.

21.04 Any employee suffering injury while in the employ of the Company must report immediately to his supervisor and/or First Aid Attendant, or as soon thereafter as possible. It is understood that all accidents must be reported to the First Aid Attendant before leaving the premises. Any employee who is reporting an injury must complete an accident investigation with Management and the Union before they leave the premises or come back and participate as soon as possible. Any employee unable to return to work after outside medical aid must advise his supervisor as to the extent of his injury or disability, within twenty-four (24) hours. Any employee not following the above procedures will be subject to discipline. Employees who are on a return to work program through W.C.B. will have to be on the day shift.

21.05 The Company shall provide, free of charge to employees requiring the following items:

- Safety glasses, goggles, shields and ear protection, measuring tapes, gloves, coveralls, utility knives and masks.
- Replacement of welding and burning lenses.
- Welding helmet (with lens) allowance, where required or worn by employee: fifty (50%) percent of the cost reimbursed up to a maximum of \$175.00 once every two (2) years or replacement of welding lenses, fifty (50%) percent of the cost reimbursed up to a maximum of \$50.00 once every two (2) years. Only one of the above options may be used in a two (2) year period. Proof of purchase required
- Safety hats complete with suspension.
- Employees assigned to perform work in outside departments will be supplied with rain gear.
- The Company will reimburse each employee only who is required to wear prescription glasses, \$350.00 once every two (2) years. This amount covers either vision change or damaged lenses. Evidence of purchase would be required.
- Safety boot allowance, where required or worn by the employee, (\$140.00) per calendar year. If unused in one calendar year, an employee will be allowed to carry over up to 50% (\$70.00) towards the next years purchase. This applies once every two (2) years.
- Any employee not wearing coveralls or other safety equipment provided will be subject to discipline.
- Welding jacket allowance where required or worn by the employee, of fifty percent (50%) up to thirty dollars (\$30.00) per calendar year, one (1) per year.

21.06 All items issued to employees as described in the above Section will be on a sign-out basis. All such articles will be returned in good condition (fair wear and tear excepted). Replacement items when necessary will be issued upon return of original items to the Supervisor. If such articles are not returned, the replacement cost shall be deducted from the employee's pay cheque.

21.07 Adequate washroom and lunchroom facilities will be provided by the Company and kept in a sanitary condition. The Company shall supply towels, hot water, soap, and other supplies normally found in washrooms. Employees will cooperate by observing the simple rules of cleanliness. Anyone caught vandalizing these or other areas of the plant will be discharged.

21.08 TOOL REPLACEMENT

All Journeyman and Improvers required to have their own tools will submit to an inspection and provide written list giving brand names where possible to his Foreman or person designated by the Company. Any of the above tools damaged or worn out will be replaced at no cost to the employee when the above mentioned tools are given to the Foreman or person designated by the Company.

21.09 Any new employee caught removing Company or fellow employees property from the plant without permission will be discharged.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 In the event that the Company introduces a technological change which results in:

- (a) Displacement of employees from employment with the Company. The Company will cooperate with Canada Employment Centre training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.
- (b) An employee being terminated will receive one (1) weeks' pay for each year of seniority in excess of three (3) years' seniority, to a maximum of nine (9) weeks.

ARTICLE 23 - SEVERANCE PAY

23.01 When the employment of an employee is terminated by the Company due to permanent plant closure for reasons other than those set out in 23.02 below, the Company, in addition to accrued vacation pay, shall pay an employee the following:

- One (1) weeks' pay for every two (2) years' service, over three (3) years up to a maximum of nine (9) week's pay.

23.02 The above Subsection does not apply when an employee retires, resigns, or is discharged for just cause nor does it apply when plant closure follows a labour dispute.

23.03 Should the Legislature of the Province of British Columbia enact legislation dealing with severance pay upon termination of an employee from employment, the provisions of that legislation shall supersede this Collective Agreement.

ARTICLE 24 - SAVING CLAUSE

24.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally Dominion or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 25 - INTERIM AMENDMENT

25.01 This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Article 25; and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment. The giving of such written "Request for Interim Amendment" shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Article 25, such disagreement shall not be reviewable under the Grievance Procedure set forth in Article 16, nor arbitrable under the provisions and procedure set forth in Article 17 of this Agreement.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of JANUARY 31, 2025, and unless written notice be given by either party to the other at any time within the four (4) months immediately preceding such date of a desire for change therein or to terminate same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at any time within the four (4) months immediately preceding the expiration of such contract year. Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year shall have the effect of terminating this Agreement at such time. However, if the notice given is titled "Request for Interim Amendment" and specifies that it is given under Article 25 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Article.

The operation of Section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.

RATIFICATION AND ACCEPTANCE

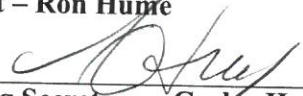
By signature and/or seal of their authorized representatives, the Parties indicate their ratification, acceptance and agreement to all of the foregoing amendments and particulars.

DATED AT: Delta this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

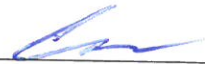


President – Ron Hume



Recording Secretary – Carlos Henriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Thibault

Letter of Intent #1

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: Premium for designated positions

Due to the problems in manning these positions, we are trying to bring stability by proposing a premium to those employees who are continuously working in those designated positions.

Designated Positions:

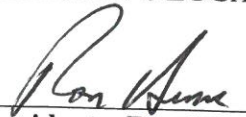
- Wood stove line welding, only those welders who are welding stoves on the wood lines (Line 2 and Line 6)
- Wood stove line grinding, only those employees who are grinding stoves on the wood lines (Line 2 and Line 6)
- Painters, only employees who are painting in a paint booth (stoves and accessories)
- Pallet makers

All employees, who are currently working at the above designated positions, will remain in those positions when this plan is effective. When someone leaves one of these positions, management has the right to assign another employee in order to maintain quality and productivity. Employees in these positions may be bumped during layoffs. If an employee is missing and another employee is assigned to work in one of those positions, the temporary employee must have worked for at least 4 hours in order to be eligible for the full days' premium pay.

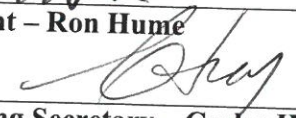
The premium will be 4% percent per hour above the rate classification.

Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

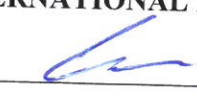


President – Ron Hume



Recording Secretary – Carlos Henriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Joubault

Letter of Intent #2

**Between
FPI Fireplace Products International LTD.**


**And
Ironworkers Local Union #712**

SUBJECT: Banking Overtime


- This will apply to all plant employees
- The premium of all overtime worked will be banked (the employee will be paid the straight time rate for overtime worked and the overtime portion will be banked).
- The employee will be allowed to bank a maximum of five (5) days (40 hours) per year.
- Must be withdrawn in eight (8) hour increments
- At the end of the fiscal year (end of February), any outstanding money will be paid out. There will be no carry over.
- The year is defined March to February.
- The correct form must be filled out and given to the employee's supervisor in order for the employee to be paid. The payout will only be administered through the automated payroll system which will require the employee to ensure they claim in a pay period.
- This revised program is to commence March 1, 2001.

Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

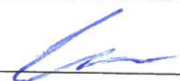


President – Ron Hume



Recording Secretary – Carlos Henriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Thibault

Letter of Intent #3

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: Turrets and Laser

Where it is necessary and feasible, and with mutual agreement with the Union, one operator will be allowed to run more than one machine at a time.


This will be reviewed in one year.

Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712




President – Ron Hume



Recording Secretary – Carlos Henriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Thibault

Letter of Intent #4

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: CNC Training for the position of Turret Punch Operator, CNC Brake Press Operator, Welder or Robotics Welding


- The Management will decide when and how many employees are required to attend training classes, which will be posted.
- Selection of employees will follow section 14.02 of the collective bargaining agreement
- Management reserves the right to test the aptitude of all the applicants prior to acceptance into the training program (tests to be determined after consultation with the Union).
- Management has the discretion of which courses are to be taken (these may vary depending on the courses offered by local educational institutions)
- Management will pay for the course, but the employee must pay 50% upon completion and passing of the course. If an employee for any reason fails the course, or resigns from the Company while attending the course, the full amount must be refunded by the employee.
- Management retains the right to decide whether an employee who has passed the courses is qualified to stay in the position during training for the above mentioned positions.

Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

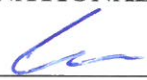


President – Ron Hume



Recording Secretary – Carlos Henriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Thibault

Letter of Intent #5

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

**SUBJECT: Internal training courses offered for CNC Brake Press Operator
and Welder**

Internal Courses Offered:

- Precision Press Brake Operation Workshop
- Welding Fundamentals and Standard Practices and possible others in future as required and brought forth.

Management will decide when and how many employees are required to attend internal training courses.

Internal courses, as part of the training for attaining such positions as CNC Brake Press Operator classification or Welder classification will be paid for in full by the Company. If the employee attends this training on a non-regular scheduled shift (i.e.: Saturday), they will do so on their own time (the company will not pay their wages during the days of training).

If an employee for any reason fails the course or resigns from the Company while attending the course, the 50% of the amount must be refunded by the employee.

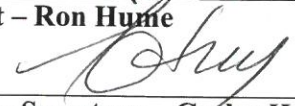
If an employee, who has successfully passed the internal course, and is about to begin or is progressing through their shop floor training, changes their mind to cease training towards the job classification in question, the full amount of the course must be refunded by the employee.

Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712



President – Ron Hume



Recording Secretary – Carlos Henriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Imbault

Letter of Intent #6

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: Apprenticeship

Rate of Pay

1 st 900 hours of Apprenticeship	→	70% of Journeyman Fabricator's Rate
2 nd 900 hours of Apprenticeship	→	73% of Journeyman Fabricator's Rate
3 rd 900 hours of Apprenticeship	→	75% of Journeyman Fabricator's Rate
4 th 900 hours of Apprenticeship	→	79% of Journeyman Fabricator's Rate
5 th 900 hours of Apprenticeship	→	83% of Journeyman Fabricator's Rate
6 th 900 hours of Apprenticeship	→	86% of Journeyman Fabricator's Rate
7 th 900 hours of Apprenticeship	→	90% of Journeyman Fabricator's Rate
8 th 900 hours of Apprenticeship	→	95% of Journeyman Fabricator's Rate

Apprentices will receive regular wages from the Company while attending school. All other expenses will be the responsibility of the Apprentice.

If an Apprentice needs to repeat a term of schooling, no further wages will be paid by the Company and expenses will be the responsibility of the Apprentice. An Apprentice must complete their schooling within the matching year in order to move to the next pay rate.

If an employee begins an apprenticeship and decides to terminate his apprenticeship for any reason, he would not be eligible for an apprenticeship again in the future.

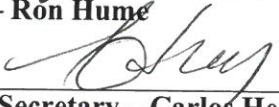
Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



President – Ron Hume



Recording Secretary – Carlos Henriquez



M. Mibault

Letter of Intent #7

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: Temporary Shift Change

The Company will institute, on a temporary 1 year period, a dayshift with the starting hours of 6:00 am to 3:00 pm from Monday to Thursday and from 6:00 am to 12:00 pm on Friday. All breaks will be adjusted from the current times to correspond with new start and end times. The Company and the Union will meet within 1 year to determine if this shift shall continue or if the previous shift shall be reinstated. This shift is dependent on ensuring that continuity of business and productivity are maintained. This letter of intent does not supersede any Union or Company rights with the agreement.

Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712



President – Ron Hume



Recording Secretary – Carlos Enriquez

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



M. Gribault

Letter of Intent #8

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: Early Retirement

The Company will offer any employee who is between the years of age 60 to 67, an early retirement payment of 1 week per year of service up to a maximum of 16 weeks. This payment will be taken as a onetime lump sum payment. Employees may retire at any time between turning 60 and 67 but must notify the Company in writing of their intentions to retire from the Company and provide 6 months' notice unless agreed upon by the Company.

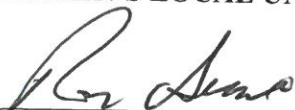
One time offer upon ratification of the Contract (Feb 1, 2016):

The company will offer any employees who are over the age of 67, an early retirement onetime lump sum payment of 1 week per year of service up to a maximum of 16 weeks. Employees must notify the Company in writing before April 30th, 2016 and provide a minimum of 6 months' notice (unless agreed upon by the Company) and retire by December 31, 2016.)


Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

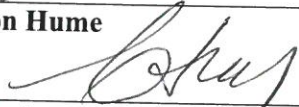
**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



President – Ron Hume



M. Shubault



Recording Secretary – Carlos Henriquez

Letter of Intent #9

**Between
FPI Fireplace Products International LTD.**

**And
Ironworkers Local Union #712**

SUBJECT: Vacation Carry Over

Employees with 4 weeks' or more vacation entitlement will be allowed to carry over up to a maximum of 2 weeks' vacation from year to year.

If an employee is going to have more than the allowed vacation carry over, the Company will meet with the employee and schedule vacation time for that employee to ensure they do not have more than the allowed carry over.

If an employee is planning an extended vacation in the next year and submits in writing, a vacation request stating such to the Company, and the request is approved, the employee will be allowed to carry over more than the maximum 2 weeks. This provision is available only once per employee per two year period and employee requests to grant extensions will not be allowed.

Union and management will be reviewing in one year.

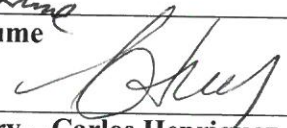
Signed this 11 day of August 2022.

SHOPMEN'S LOCAL UNION #712

**FPI FIREPLACE PRODUCTS
INTERNATIONAL LTD.**



President - Ron Hume



Recording Secretary - Carlos Henriquez



M. Thibault