

COLLECTIVE AGREEMENT

BETWEEN

PURITY ZINC METALS
a division of
North American Zinc Company

-and-

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the
International Brotherhood of Teamsters

SEPTEMBER 21ST, 2009 – SEPTEMBER 20TH, 2010

CHANGE OF ADDRESS

Dear Brothers/Sisters:

We require up-to-date addresses for all of our Teamster members. When you receive your Union dues receipt, if the receipt reads **BAD ADR** this means **BAD ADDRESS** or **INCORRECT ADDRESS**.

If your dues receipt reads **BAD ADDRESS**, or the address on the receipt **is incorrect**, please let us know by either mailing in a correct address to TEAMSTERS LOCAL NO. 879, 460 Parkdale Avenue N., Hamilton, Ontario, L8H 5Y2 or by calling the Hamilton office at:

(905) 547-3231 or 1-800-528-8879

Your assistance in this matter would be appreciated.

14067(01)

ATTENTION

TEAMSTERS LOCAL 879 MEMBERS

It is extremely important that if you receive a job-related injury the following steps and recommendations be followed enabling the W.S.I.B. to process your reports in a timely fashion.

Important WSIB Information All Members Should Know: **How to Report an Incident and/or Accident**

“Steps to Follow in Case of Injury”

1. **INCIDENT AND/OR ACCIDENT:** Report immediately to supervisor, (foreman) and union steward. If Doctor or health care professional suggest time off, get it in writing at the time it is recommended.
2. **REPORT INJURY PROPERLY:** Workers reporting incidents and/or injuries must always include: time, place, type and cause of injury, full names of witnesses and a full explanation of how the injury occurred and what they were doing.
3. **COLLECT WITNESS INFORMATION:** Have your witnesses write down what happened, date, time, and sign it. When reporting an incident and/or injury it is in your best interest to have a job steward or witness present.
4. **BE CONSISTENT IN YOUR REPORTS:** You have to fill out first-aid, employer, hospital admittance, emergency room doctors and your own doctors' reports. WSIB will receive copies of all reports.
5. **LET PEOPLE KNOW OF YOUR PAIN:** This helps document injuries that are not visible or seem inconsequential at the time.
6. **KEEP ALL CORRESPONDENCE:** Keep a journal of all conversations with WSIB. Keep short notes of what both parties have said. Take copies of all correspondence and keep a copy for your personal file.
7. **KEEP COOL:** When talking to the WSIB, stay cool. The Board documents all incidents.

UNION DUES RECEIPTS

Please be advised that receipts for Union dues are sent to your Steward, generally the Chief Steward,

If you have not received your dues receipt, check with your Steward.

Should you have any questions in this regard, contact the dues department in the Teamsters 879 Hamilton office at 547-3231 or 1-800-528-8879.

MEMBER'S REMINDER

APPLICATION FOR WITHDRAWAL

Application for a withdrawal card must be filed with the Union office within ten(10) days by the member who has been laid-off, terminated or is discharged from the Company, including sickness, accident or leave-of-absence.

THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER.

Members who fail to file an application for withdrawal with the Union office will immediately fall into arrears.

Should a member **return to work at any time** during this period the withdrawal application will become null and void, and if once again absent for work for any reason must re-apply for withdrawal.

Applications for Withdrawal are to be sent to:

TEAMSTERS LOCAL UNION NO. 879
460 Parkdale Ave. N.
Hamilton, Ontario L8H 5Y2
Phone: (905) 547-3231
Fax: (905) 545-4633

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North American Zinc Company
(hereinafter called the "Company")

-and-

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the

International Brotherhood of Teamsters
(hereinafter called the "Union")

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly bargaining relations between the Company and the Union with respect to the matters hereinafter dealt with.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union for the duration of the contract as the bargaining agent of all employees of Purity Zinc Metals at Stoney Creek, save and except foremen, persons above the rank of foreman, office and sales staff, and students employed during the school vacation period.

Company to give Letter of Intent to form part and parcel of this Collective Agreement re: students not replacing regular employees who may leave for any reason.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer, except as it may be affected by this Agreement and in accordance with the terms of this Agreement, to:

- a) maintain order, discipline, and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any Employee, provided that a claim of discriminatory promotion, demotion or transfer or a claim that an Employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided;
- c) generally to manage the operation and undertakings of the Employer and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which the Employer in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer;
- d) decide on the number of Employees needed by the Employer for the efficient operation of any item of equipment or plant and for the carrying out of any undertaking by the Employer.

All the rights, benefits and privileges which the Employees now enjoy, receive or possess in respect to any or all of the following matters, namely, salary or wages, hours of employment, statutory holidays, vacation period, cumulative sick leave, overtime pay, leave of absence, shall continue to be enjoyed and possessed by the Employees.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

- 4.01 All employees who are members of the Union shall remain members of the Union in good standing as a condition of employment.
- 4.02 All new employees shall become **and** remain members of the Union upon completion of their probationary period as a condition of employment.
- 4.03 All employees hired shall as a condition of continued employment authorize the Company to deduct the amount equal to the Local Union's Initiation fees of fifty dollars (\$50.00) in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees, including their Social Insurance numbers, from whom the money was deducted at the same time as the Union dues are remitted.
- 4.04 Each employee who is a member of the Union shall sign an Authorization for Deduction of the current Union dues from the earnings accumulated to the credit of such employee.
- 4.05 The Company agrees, during the term of this Agreement, to deduct Union dues in accordance with authorizations provided pursuant to this Agreement, from all employees, including probationary employees, in a manner and as directed by the Local Union. The Company will remit such monies so deducted to the Local Union

within fifteen (15) days of the following month along with a list of names and social insurance numbers of employees from whom such monies were deducted.

The Employer agrees, during the term of this Agreement, to deduct initiation and/or re-initiation fees in accordance with authorizations provided pursuant to this Agreement, from all employees and remit such monies so deducted to the Local Union at the same time the Local Union dues are remitted.

- 4.06 The Union will notify the Company in writing of any arrears in dues, initiation and re-initiation caused for any reason, and the Employer will commence deductions in amounts prescribed by the Local union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above.
- 4.07 The Union will supply the Company with Application for Membership forms and Dues Deduction Authorization forms which shall be signed by all employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership forms are returned to the Union within seven (7) days from the date of hire. The Company shall show the total of the yearly monthly dues deductions on the employees' T-4 slips.
- 4.08 It is understood and agreed that the union shall save the Company harmless from any and all claims which may be made against it by the employees for amounts deducted from earnings herein provided.

ARTICLE 5 - NO STRIKE - NO LOCKOUTS

- 5.01 In view of the orderly set-up for the handling of the Company and employees' complaints coming within the scope of this Agreement, the Company agrees that there shall be no lock- out and the Union agrees that there shall be no slow-down, sit-down, strike of other stoppage of or interference with work, during the term of this Agreement. It is agreed that a breach of this Article may constitute grounds for discipline, subject to the Grievance Procedure.

ARTICLE 6 - STEWARDS

- 6.01 The Union shall appoint a reasonable number of Shop Stewards not to exceed three (3), (one of which shall be designated as a Chief Steward) who shall be recognized for the purposes of investigating and processing grievances. Only two (2) Stewards are to be present at grievance meetings and negotiations.
- 6.02 Notwithstanding their seniority status, Stewards will continue to work as long as work is available which they are willing and able to do. Where there is more than one Steward, the Chief Steward will be the last employee to be laid off.
- 6.03 It is understood that Shop Stewards have their regular work to perform on behalf of the Company and when it is necessary to service a grievance, they will not leave their work without notifying the foreman. When resuming their regular work they will report to the Foreman and if requested give a reasonable explanation as to their absence. The

Company agrees to pay for all regular lost time hours from work for employees on the negotiating committee during contract negotiations where management is involved up to a maximum of eight (8) hours and allow a maximum of twelve (12) hours for the employee to return to his scheduled shift pattern. The Company will attempt wherever possible to schedule such meetings to minimize disruptions in employees' work schedule.

- 6.04 The Union shall inform the Company in writing of the names of the Stewards and any subsequent change in the names of the Stewards. The Company shall not be asked to recognize any Steward until such notification has been received.
- 6.05 In order to serve as Steward, an employee must have at least one (1) years seniority.
- 6.06 The "Negotiating Committee" shall consist of no more than two (2) seniority members, one of which shall be the Chief Steward.

ARTICLE 7 -GRIEVANCE PROCEDURE & ARBITRATION

- 7.01 All grievances will be dealt with and disposed of as hereinafter provided. The employee having a grievance shall meet with his immediate supervisor and Steward, if requested. If a resolution is not reached, the Steward will present the grievance in writing to the works manager. The Company shall decline to consider any grievance the alleged circumstances of which originated or occurred more than seven (7) calendar days prior to its presentation. The works manager shall deal with the grievance and render his decision in writing not more than seven (7) calendar days following the day

upon which the grievance was received or the grievance will automatically go in favour of the Union. If more time is required, a formal extension will be granted to both parties, if both parties mutually agree.

- 7.02 No disciplinary action of any kind to be taken after seven (7) calendar days from incident. If more time is required a formal extension will be granted to both parties, only if both parties mutually agree.

ARTICLE 8 – ARBITRATION

- 8.01 If Management's decision be not satisfactory to the employee concerned, the Union may serve notice in writing to the Company within five (5) days of the delivery of the decision and reference the grievance to a Grievance Mediator and/or a sole Arbitrator.
- 8.02 The jurisdiction of the sole Arbitrator shall be limited to a decision on the dispute or questions set forth in the grievance. In arriving at a decision, the sole Arbitrator shall not change or disregard any provision of the Agreement, nor establish or change any wage or rate of pay.
- 8.03 The expenses, if any, of the Grievance Mediator and/or the sole Arbitrator shall be divided equally between the Company and the Union.
- 8.04 It is understood that Management may at any time request a meeting with the Union Grievance Committee to discuss any complaint with respect to the conduct of the Union, its officers, or committee men, in its relationship with the Company or other employees and that if such complaint by Management is not settled to the mutual satisfaction

of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way and to the same extent as the grievance of an employee.

- 8.05 Both parties agree to dispose of grievance of the foregoing procedure as speedily and effectively as possible.
- 8.06 There will be a Labour/Management Committee established to discuss and resolve issues that may arise between Labour and Management.
- 8.07 The Company and the Union agree that the Company has the right to discipline or discharge any probationary employee for any reason satisfactory to the Company provided that in doing so, the Company does not act in bad faith and this shall constitute a lesser standard pursuant to Section 43.1 (2) of the Labour Relations Act., R.S.O. 1990, C.L.2, as amended. The Company and the Union agree that the discipline or discharge of a probationary employee shall not be subject to a grievance.

ARTICLE 9 - DISCHARGE

- 9.01 In case of discharge of an employee, he will be allowed to call the appropriate Steward immediately and the dismissed employee shall be allowed to have a thirty (30) minute conference in private with his Steward. If a Steward is not readily available one shall be called in.
- 9.02 In case of discharge, the Grievance Procedure will be shortened by immediately going to Step Two.

ARTICLE 10 - SENIORITY

- 10.01 a) An employee will be considered probationary for the first four hundred and eighty (480) hours worked during a period of twelve (12) months and will have no seniority rights during the probationary period. Upon completion of his probationary period, his seniority shall date back to the first day worked.
- b) All probationary employees working eight (8) hour shifts shall serve four hundred and eighty (480) hours (~~60 days~~) probation during a twelve (12) month period. All probationary employees working twelve hour shifts shall serve four hundred and eighty hours (480) (~~40 days~~) probation during a twelve (12) month period.
- 10.02 A seniority list is to be posted every three (3) months and a copy is to be forwarded to the Local Union Office.
- 10.03 An employee shall lose his seniority standing:
- (a) if he voluntarily quits his employment with the Company
 - (b) if he is discharged for just cause
 - (c) if he is absent from work without leave for more than three (3) consecutive working days, unless in the opinion of the Company there is reasonable justification for such leave
 - (d) if he is laid off as noted below:

<u>Length of Service</u>	<u>Time Seniority Retained</u>
one year or less	length of service
one year to two years	12 months
two years to five years	18 months
over five years	24 months

- (e) Recalled employee must report to work within five (5) days from date notified via phone call. Recalled employees must be medically fit to perform their essential duties of their position.

An employee with more than 5 years seniority from the original date of hire, will keep such date of seniority for pension purposes only effective date of signing of collective agreement.

ARTICLE 11 - JOB POSTING, PROMOTION, DEMOTION & TRANSFER

- 11.01 Permanent vacancies shall be offered to those who are absent due to illness, compensation, leave of absence or vacation, via phone call. Job openings must be posted within seven (7) calendar days of the vacant position and posted for seven (7) calendar days and chosen within seven (7) calendar days. The new incumbent must report and perform the position within forty-five (45) calendar days provided they are medically fit to perform their normal duties. Posting limits may be extended by mutual consent.

Temporary vacancies of forty-five (45) days or more that are known by the Company will be posted within the plant and offered in accordance with the provisions of the Collective Agreement. The temporary vacancy will only be considered

temporary for as long as the Company knows that the employee that is being replaced will be returning to work. Once the Company knows that the employee will not be returning, this will be considered a permanent vacancy. Therefore this vacant position shall be filled in accordance with the provisions of the Collective Agreement as a permanent vacancy.

11.02 **An** employee accepting a new job posting will be required to perform the duties of that position for a minimum of forty-five (45) calendar days, where the employee has the option of going back to his former job after serving the balance of a ninety (90) calendar day term. If the Company is not satisfied with the performance of the employee within the probationary forty-five (45) calendar day period, the employee shall return to his former position. If he wishes to return to his former position after forty-five (45) calendar days he must submit in writing, a forty-five (45) calendar day notice. The ninety (90) calendar day term will only be applied in the beginning of the employee acceptance of this new job position knowing the Company reserves the right to send an employee back within the first forty-five (45) calendar day probationary period only. This time frame laid out above in Article 11 will not start until the completion of the training period that calls for ten (10) working days consisting of a minimum of eight (8) hours a day. If less than forty-five (45) calendar days have passed, removal from new posting will be mutually agreed to by the Company and the Union.

- a) Unless mutually agreed to by the parties to this Agreement, an employee who has been accepted for a new position cannot apply for any new job

or vacancy for a period of twelve (12) months from the date of starting that new position unless the employee would be going to a higher classification and rate of pay, at this time he must fulfill his obligation under Article 11.02.

- b) Any employee who wishes to resign from a position must give the Company forty-five (45) calendar days written notice.

11.03 Any employee who is demoted or transferred to a lower paying position shall have their rate of pay maintained for the balance of the pay period.

11.04 Employees returning to work following illness, compensation, leave of absence, will go back to the job they were doing prior to being off work provided they are able to perform their essential functions of the job.

ARTICLE 12 - LAY-OFFS

12.01 If it is necessary to generally reduce the working force, employees shall be laid off on the basis of seniority based on length of service with the Company within the bargaining union, provided that remaining employees are qualified to perform available work. Recall will be made on the same basis. Regular employees will not be laid off due to contracting out of work normally performed by the employees.

Any senior employee who is laid off or whose job is discontinued shall have the right to bump into another job provided he has the necessary qualifications, subject to Article 12.02

- 12.02 No employee to be laid off out of seniority without first having at least ten (10) working days training on junior employee's job.
- 12.03 Except in the case of emergency (hydro and gas shortage, fire, flood, or any other event the Company has no control over) layoffs of five (5) working days or less, any employee who is laid off shall receive either forty (40) hours pay or forty (40) hours working notice. Morning notice equals first day. Where management is not able to contact the employee/employees during the morning of the first day of layoff notice, they will inform one of the stewards before noon of that day, who will confirm by signature that all reasonable efforts have been made for direct contact. This will fulfill the Company's obligation under the terms of the collective agreement, but the Company will continue its efforts to contact the employee/employees directly as early as possible.
- 12.04 Any employee who is laid-off and then subsequently recalled will be paid the rate of the job he is recalled to perform and shall not be required to complete a probationary period again as spelled out in Articles 10.01 (a) and 10.01 (b).

ARTICLE 13 - WAGES

- 13.01 The wage rate to be paid to the employees shall be in accordance with Schedule "A" attached to this Agreement.

ARTICLE 14 - HOURS OF WORK

- 14.01 An employee will be allowed a cumulative of five (5) minutes late per pay period without penalty. Once an employee has used up his (5) minutes per pay period and reports for work after his regular starting time, he will be taken as being late and will have fifteen minutes docked each day he is late. Lateness over fifteen (15) minutes will be docked in fifteen minute zones. Habitual lateness will be subject to further disciplinary action being taken by the Company **up** to and including discharge.
- 14.02 Continental Shifts - twelve (12) hour shifts - 8:00 a.m. to 8:00 p.m. to be worked subject to Article 15.04 - Shifts Scheduling. The hours of work can be changed only by mutual agreement.

ARTICLE 15 - OVERTIME

- 15.01 The initial offer of overtime shall be voluntary and in order of departmental seniority. Employees who normally perform the work within a given classification, including the spare, shall have the first opportunity to work any overtime within that classification. Mandatory overtime will be allotted by reverse-seniority and resorted to only when failure to fill an absent position on a voluntary basis. It is understood where the most junior employee is required to work the overtime and he has a valid reason why overtime cannot be worked, the next junior employee, by reverse-seniority, will work.

All hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day will be paid for at a rate of time and one-half. All hours worked

in excess of four (4) hours overtime in a day will be paid for at the rate of double time. Any overtime hours for which a premium has been paid will not be counted in the forty (40) hour of one work week. All hours worked on the first day of rest will be paid for at a rate of time and one-half. All hours worked on the second or third consecutive day of rest will be paid for at double time.

15.02 There will be no pyramiding of overtime. Two premium rates will not be paid for the same hours worked.

15.03 Scheduled hours of work for eight (8) hour shifts are defined as those hours listed under HOURS OF WORK or

- (1) those in common practice at the plant at the time, or
- (2) whenever at least eighteen (18) hours notice has been given to the employee. When less than eighteen (18) hours of notice is given, time and one-half will be paid for the first eight (8) hours worked on the new shift, double time will be paid for all hours beyond eight hours. The Company agrees to notify those working in the maintenance department required to work a Saturday shift by Thursday noon, except in an emergency situation.

15.04 **SHIFT SCHEDULING-** for twelve (12) hour shifts

The Company will post schedules of work for each department four (4) weeks in advance. A minimum of eighteen (18) hours notice will be given for changes of shifts. Where less than eighteen (18) hours notice is given, time and one-half will be paid for the first twelve (12) hours worked on a new

shift, double time will be paid for all hours beyond twelve (12) hours. This is not to include the extension of scheduled shift whether a man works before or after the shift. This will be treated as overtime. However if the assignment to a different work schedule is due to floods, storms or other causes beyond the control of the Company, and known to the Company for less than twelve (12) hours in advance thereof, the foregoing provisions of this section shall not apply.

- 15.05 If, for any reason other than the failure of an employee to report for work at the commencement of his scheduled shift and ~~an~~ employee is called in or has his shift extended with the result that he has less than a twelve (12) hour break between work periods, he will be paid time and one-half for the succeeding work period. Any call-in that does not extend into the succeeding work period shall not apply to this paragraph unless the actual time worked exceeds four (4) hours.
- 15.06 a) The Union agrees that reasonable notice will be given by the employee if he is sick and not able to report to his next shift. This will be waived in extreme cases such as car trouble in transit, family sickness calling for hospitalization and such instances.
- b) All appointments shall be arranged after normal working hours. Absence for an appointment must be cleared two (2) days before the day of the appointment.
- 15.07 An employee who reports for work unless otherwise previously notified by the Company will receive a minimum of four (4) hours work or four (4) hours of pay if no work is available for that day.

- 15.08 When a statutory holiday occurs during the work week Sunday to Sunday eight (8) hours pay at straight time will be allowed for all employees working eight (8) hour shifts not having to work it. Employees working twelve (12) hour shifts will be allowed nine (9) hours pay at straight time not having to work it. All employees must qualify for the holiday pay. Eight (8) hour employees, if scheduled to work on a statutory holiday, will be paid time and one-half for all hours worked on the statutory holiday and double time for all hours worked beyond eight (8) hours worked. Twelve (12) hour employees, if scheduled to work, will be paid time and one-half for all hours worked on the statutory holiday and double time will be paid for all hours worked beyond twelve (12) hours on the statutory holiday.
- 15.09 In the case of shift give-aways the following rules will apply.
- a) Maximum of one (1) shift give-away per employee every two (2) months.
 - b) Maximum of one (1) shift give-away in any twenty-four hour period.
 - c) Shift give-away approval form to be filled out and signed by all parties.
 - d) Minimum of two weeks notice should be given of all proposed shift give-aways. However the Company will consider shorter notice requests based on specific situations and requirements.
 - e) A shift give-away is only to be given to another similar permanent classification. Lead Hand to

Lead hand or Dust Man to Dust Man or # 2 Operator to # 2 Operator.

- f) All requests for shift exchanges, giveaways, floaters and vacations must be made on the appropriate form and placed in the mail box provided. All requests must have a response within thirty-six (36) hours if schedule is posted for the date involved, and forty-eight (48) hours if not posted. Failure to meet response time frame will assume request is approved.

15.10 At the employee's discretion, overtime to be taken as time off on an hour-for-hour basis, provided:

- 1) Forty (40) hour banking cap maximum be allowed per calendar year.
- 2) Two week minimum time off notice to be provided by employee and approved by management.
- 3) To be taken in no less than 8 hour increments, or taken as contribution to the pension plan, or as is normal in the pay cheque each week.

ARTICLE 16 - ABSENT DUE TO SICKNESS

16.01 The Company may at it's discretion require a member of the bargaining unit to provide a Doctor's note (medical certificate) dated during the period of the absence as a result of illness.

16.02 The Company agrees to pay up to a seventeen dollar (\$17.00) maximum for the cost of a Doctor's note or Medical Certificate. The employee will be required to show proof of payment.

ARTICLE 17 - CALL-IN

- 17.01 If an employee who has punched out after having completed his regular work period for the day is called back for emergency work, he will be given a minimum of four (4) hours pay at the regular rate or for time worked at the overtime rate, whichever is greater.
- 17.02 On a departmental twelve (12) hour call in, seniority by classification shall be the ruling factor except if the employee who would normally be called under such classification is already scheduled to work the following shift then he would not be eligible.

ARTICLE 18 - TEMPORARY ASSIGNMENT

- 18.01 When an employee is temporarily assigned to a higher classification, he shall receive the rate for his own classification or the rate of the higher classification, whichever is greater, for the total hours worked at the higher classification.
- 18.02 Where a lead hand leaves the job after his scheduled shift has begun, or in the case of a pre-shift call-in, where the lead hand notifies the Company of inability to work, the Company will replace him with the qualified man from that department.
- 18.03 If the Dustman leaves the job after his job has begun or in the case of a pre-shift call-in where the Dustman notifies the Company of inability to work, the Company will replace him as follows. If greater than six (6) hours of the shift remains, he will be replaced by the most qualified person on that shift until such time as the call-in arrives; call-in selection will be as by seniority, including spares

that may be on that shift. If less than six (6) hours remains on vacant shift, the Company will replace him with the most qualified man working on that shift only.

ARTICLE 19 - MEAL ALLOWANCE

- 19.01 Meals will be paid in accordance to the E.S.A. (Employment Standards Act) up to fifteen dollars (\$15.00) including delivery cost. No receipt will be required and to qualify employee must work a minimum of two (2) hours overtime after completing his regular shift.

ARTICLE 20 - REFRESHMENT BREAK

- 20.01 There will be two (2) fifteen (15) minute refreshment breaks during each eight (8) hour shift without loss of pay. Time of break to be taken so as not to interfere with operations.
- 20.02 Thirty (30) minute lunch must be taken between the fourth (4th) and fifth (5th) hour worked.
- 20.03 There shall be three (3) twenty (20) minute paid lunch breaks on twelve (12) hour shifts.
- 20.04 For the period of July to August there will be:
2 - 20 minute refreshment breaks
1 - 30 minute lunch break
- 20.05 Whenever temperatures between the months of July and August, exceed 30 degrees Celsius, there will be no less than three (3) employees on each holding alloy furnace.

ARTICLE 21 - LEAD HAND

21.01 When an employee performs the duties of a Lead Hand, he shall receive the rate established in Schedule "A". The Lead Hand classification shall be subject to all the terms of the Collective Agreement.

21.02 A Lead-Hand shall be defined as a person who may perform work and directs the work of others while performing the duties of a Lead-Hand. It is understood that they shall not have the authority to hire, fire, suspend or otherwise discipline other employees and shall be a Union member.

A Lead-Hand shall not perform work of an employee who has been demoted or transferred to a lower paying position (i.e. dust packing). No employee shall perform two classifications at one time (i.e. dust packing and Lead Hand). There must be a Lead Hand on duty at all times.

ARTICLE 22 - PAID HOLIDAYS

22.01 Days designated as paid holidays are as follows:

- New Years Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Last working day prior to Christmas Day
- Christmas Day
- Boxing Day
- Last working day prior to New Year's Day

One Floater Holiday
Attendance Incentive Floater Day

Add Family Day for the contract year
September 21, 2009 to September 20, 2010
only.

- 22.02 In the event a holiday falls on a Saturday or Sunday, the following Monday will be designated as the Company holiday. If a Statutory Holiday falls on an eight (8) hour shift employee's day off, the employee will be given the following scheduled work shift off.
- 22.03 a) Floater to be taken on an individual basis and the employee must give two (2) weeks notice to the Company. The Company will however consider shorter notice in emergency situations or subject to plant operation and scheduling. If the Floater day is not taken, the Company will pay straight time hours for the Floater on the last pay of September.
- b) Employees not required to work on any of the above-named holidays will receive an allowance equal to eight (8) hours base pay for eight (8) hour scheduled shifts and an allowance equal to nine (9) hours base pay for twelve (12) hour scheduled shifts..
- 22.04 In the event that a paid holiday falls during the vacation of an employee he may:
- a) notify his supervisor prior to taking his vacation that he will take the holiday on the day immediately following his vacation; or

- b) arrange by agreement with his supervisor prior to taking his vacation, to take the holiday on a fixed day following his vacation. In the event that the paid holiday is not substituted in accordance with this paragraph, the employee shall receive holiday pay equal to eight (8) hours base pay.

22.05 To qualify for payment on the above-designated holidays when not worked, an employee must work his regular scheduled shift, (or approved substitute hours) immediately prior to and immediately following such holidays, unless his absence has been caused by one of the following reasons: sickness, or accidents evidenced by a doctor's certificate and such that the employee is not on compensation or sick pay. An employee will not be paid for holiday pay in case of a leave of absence or lay-off in excess of seven (7) days, or in receipt of bereavement pay.

22.06 Employees who qualify shall be paid such holidays plus time and a half for the first eight (8) hours worked, and double time and a half (2-1/2) for over eight (8) hours worked. An employee who has not qualified for holiday pay but works on such holidays shall be paid at the rate of time and a half for all hours worked. An employee not working when scheduled shall not receive any holiday pay. This paragraph refers to eight (8) hour shifts.

22.07 Unless agreed to by the Company, no more than one (1) Lead Hand or one (1) Dustman will be allowed off at the same time, unless the two (2) spare employees in those departments are available to work at the time involved.

- 22.08 Christmas Holidays and New years Holidays to be put on a separate cheque.
- 22.09 The Company will provide one (1) day additional floater for a perfect attendance record during a continuous nine (9) month period.
- 22.10 Notice for Statutory Holiday work will be posted two (2) weeks in advance. Cancellation of work on posted Statutory Holidays with less than seven (7) days notice will result in eight (8) hours base pay for eight (8) hour shift and twelve (12) hours base pay for twelve (12) hour shift employees.

ARTICLE 23 – VACATIONS

- 23.01 Each employee of the Company during the first calendar year of his employment shall accrue a half-day vacation per month worked. An additional no paid vacation may be granted to bring said vacation period to one (1) week. The employee shall receive vacation pay equal to four percent (4%) of his total pay prior to June 30th of the year in which the vacation is taken.
- 23.02 On the 30th day of June after an employee has completed one year of continuous service with the Company, he shall be entitled to two (2) weeks of vacation pay equal to four percent (4%) of the total pay of the employee since July 1st of the previous year.
- 23.03 On the 30th day of June after an employee has completed five (5) years of continuous service with the Company, he shall be entitled to three (3) weeks vacation with vacation pay equal to six percent

(6%) of the total pay of the employee since July 1st of the previous year.

23.04 On the 30th day of June after an employee has completed ten (10) years of continuous service with the Company, he shall be entitled to four (4) weeks vacation with vacation pay equal to eight (8%) percent of the total pay of the employee since July 1st of the previous year.

23.05 On the 30th day of June, after an employee has completed seventeen (17) years of continuous service with the Company, he shall be entitled to five (5) weeks vacation pay equal to ten percent (10%) of the total pay of the employee since July 1st of the previous year.

23.06 On the 30th day of June, after an employee has completed thirty (30) years of continuous service with the Company, he shall be entitled to six (6) weeks vacation pay equal to twelve percent (12%) of the total pay of the employee since July 1st of the previous year.

23.07 Vacation cannot be accumulated from year-to-year, but must be taken within a year after it is earned.

23.08 All employees are expected to take two (2) weeks vacation. If there is a designated shutdown, employees with vacation time owing are expected to use it. Vacation for shutdown shall only be for a maximum two (2) week period. Those employees with two (2) weeks or less vacation will not be penalized vacation time during a designated shutdown.

23.09 Vacation schedule is to be posted from February 1st to March 31st of each year. The Company is to

designate the shutdown on the schedule by seniority. Once an employee has designated his vacation choice and that choice has been accepted by the Company, it may not be changed except by mutual agreement. Employees not designating their vacation choice prior to March 31st will be subject to the requirements of the operation and be given preference in the order that they make their request, seniority not to be the controlling factor and subject to two (2) weeks notice to the Company. However, the Company will consider all requests on shorter notice and will accommodate these requests whenever circumstances allow. All vacation requests must be in writing, signed and presented to Management for approval. Management will confirm the acceptance in writing, as per Article 15.09 (f).

- 23.10 No employee shall take more than two (2) weeks vacation at one time during July and August, except where such additional vacation time does not interfere with any other employees' two (2) week entitlement.
- 23.11 All employees who so desire shall be entitled to two (2) weeks vacation during July and August. Employees with twenty-five (25) or more years service will be allowed three (3) weeks off in July and August, subject to Article 23.09. In order to exercise three (3) weeks vacation during July and August, the request must be made on the March vacation posting.
- 23.12 Vacation wages will be paid in the first week of July and will be taxed as earned. If a request is made for an early vacation pay, it will be made at management discretion.

- 23.13 Unless agreed to by the Company, no more than one (1) Lead Hand or one (1) Dustman will be allowed off on vacation at the same time, unless the two (2) spare employees in those departments are available to work at the time involved.
- 23.14 On the twenty-five (25) year anniversary date of vacation increase, the Company will grant one (1) extra week vacation for that year only. The employee may work or take the time off by mutual consent and the leave will not be unreasonably withheld.

ARTICLE 24 - JURY DUTY

- 24.01 Each employee who is summoned to and reports for jury duty, as prescribed by applicable law, shall be paid by the Company the difference between the employee's basic hourly rate for the number of hours **up** to eight (8) (*twelve hours for employees on twelve hour shifts*) that he otherwise would have been scheduled to work and the daily jury fee paid by the Court. The Company will allow a maximum of eight (8) hours (*12 hours if applicable*) before or after Jury Duty for the employee to report for work as scheduled.
- 24.02 The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of sixty (60) days in any calendar year and in order to receive payment under this section, an employee must meet all the following eligibility requirements:
- (a) The employee shall give a minimum of twenty-four (24) hours notice to his department head that he has been summoned for Jury Duty. Employees are

requested to inform the Company as soon as they have received such notices in order to facilitate shift rescheduling.

- (b) The employee shall furnish satisfactory evidence to the Company that he reported for and performed Jury Duty on the days for which he claims payment.
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.
- (d) The employee must produce to the Company a cheque or voucher from the Court showing the amount paid and the dates in reference to which such payment is made, exclusive of meal and /or travel allowance.
- (e) Any employee subpoenaed as a witness shall be paid the difference between witness fees and his regular hourly rate up to three (3) days.

ARTICLE 25 - LEAVE OF ABSENCE

- 25.01 It is agreed that any employee covered by this Agreement who is elected to an executive office of the Union shall receive every consideration of the Management and his fellow employees to make it possible for him without pay to attend Union meetings, provided that such attendance does not seriously affect production. An employee who is elected or appointed to be a Business Representative of the Union shall be granted, upon written request, leave of absence without pay for a period of not exceeding twelve (12) months and maintain full seniority rights. No more than one employee shall be on such leave at any one time.

25.02 Any employee requesting a personal leave of absence must do so in writing. All requests will be given every consideration by the Company.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 When a death occurs in the immediate family of a seniority employee (ie: spouse, common-law spouse /legally recognized spouse, mother, father, step-mother, step-father, son, daughter, step-child, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law, and spouse's father, mother, brother, sister), the employee will be granted up to three (3) consecutive scheduled working days off with pay. Twenty-four (24) hours pay for eight (8) hour shift and thirty-six hours (36) pay for twelve (12) hour shift.

If more time is required for any reason relating to the death, the employee will be given a leave of absence, without pay.

Bereavement Leave will require proof of death.

26.02 One shop steward will be allowed the necessary time off to attend the funeral of a fellow Union member of Purity Zinc Metals, with up to four (4) hours pay.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Company agrees that the Union may use the Company's bulletin boards and will provide one for the Union's exclusive use designated for the purpose, provided that the use by the Union of the bulletin boards shall be restricted to the posting

thereon only of such notices as have received the approval of Management prior to posting and that the subject matter of the notices shall be restricted to matters pertaining to recreational or social activities. Notices of meetings or notices of the results of elections in regard to the affairs of the Union may be posted without prior Management approval. All notices must be signed by an authorized representative of the Union.

- 27.02 Use of the Bulletin Boards by the Union or its representatives will be continued so long as the boards are used in the manner provided above.
- 27.03 The Union agrees that it will not distribute pamphlets or other publications on the premises of the Company without the Company's prior approval.

ARTICLE 28 - MEDICAL - HOSPITAL AND WELFARE PLANS - PENSION

- 28.01 The Company agrees that employees covered by this Agreement, along with their legally recognized spouse and dependents (your unmarried children under 21 years of age or dependent on you for support, and your unmarried children 21 years of age or over who is a full-time student attending or on vacation from an educational institution and dependent on you for support. This age restriction does not apply to a mentally retarded or physically handicapped person who had this condition and was insured as your dependent immediately before the age of 21), shall during the term of said Agreement be entitled to participate in all such Welfare plans as are in effect for the plant employees in general. The

Company further agrees that any changes or amendments that may be made to such plans during the lifetime of this Agreement shall be made applicable to the employees covered by this Agreement.

The Health & Welfare Plan will include:

- Vision care - \$200.00 per family member every two (2) years, equivalent to those outlined in the current Group Benefits booklet.
- Life Insurance at \$20,000.00 per employee.
- Weekly Indemnity equivalent to 70% of daily insurable earnings up to E.I. weekly maximum for sick benefits.

28.02 Dental Coverage will be equivalent to those outlined in the current Group Benefits booklet and will include the following:

- Current O.D.A. fee schedule
- Maximum coverage per family member is \$2,000.00
- Major restorative coverage is 50/50 co-insurance
- Denture Plan is 50/50 co-insurance.

28.03 **Pension contributions:** The Company will contribute weekly as follows:

Length of Service **9/21/09**

Less than 3 years
but more than 1 year \$18.00

Less than 5 years
but more than 3 \$26.00

More than 5 years \$44.00

Any new employees who have completed twelve (12) months of service, must join the Pension Plan immediately and match the Company's weekly contribution.

- 28.04 In the case of an employee on Short/Long Term Disability or on Workers' Compensation for a period of more than twelve (12) months, the above benefits will be suspended until the employee returns to work full-time.
- 28.05 In the event of lay-off, benefits will continue until the end of the next month following lay-off.

ARTICLE 29 - BARGAINING UNIT-WORK

- 29.01 No plant employee excluded from the bargaining unit shall perform work normally done by employees covered by this Agreement except while studying the production operations, demonstrating safety procedures, training employees, testing equipment, putting new equipment into operation, or when immediate action is required to prevent the loss of property or product and/or injury to persons; nor shall any employee in the bargaining unit be displaced by reason of such work.

ARTICLE 30 - GENERAL

- 30.01 The Company agrees to supply each employee of the bargaining unit with a copy of this Collective Agreement and also copies of all benefit plans.
- 30.02 The Company agrees to supply on a one for one basis CSA approved safety shoes subject to approval by Management. The Company agrees to **an** allowance of two hundred dollars (\$200.00) maximum for prescription safety glasses every two years for employees only.
- 30.03 Duties of Lead Hands to be an appendix to the Agreement.
- 30.04 Rules and Regulations to form part of the Collective Agreement. For the purpose of clarification under Rules and Regulations, one week shall equal forty (40) hours.
- 30.05 Letter of Understanding attached to the Appendix shall form part and parcel of this Agreement.
- 30.06 The Company agrees to continue Long-Service Awards, starting at five (5) years service.
- 30.07 The Company agrees to implement Payroll Savings Plan, providing all employees participate and a set amount is agreed to.
- 30.08 The Company shall ensure that lunchroom and change areas are kept clean and sanitary subject to employee co-operation and self discipline.

- 30.09 The Company agrees to implement a direct deposit payroll system.
- 30.10 The Company agrees to pay overtime of eight (8) hours or more per week on a separate payroll cheque if requested in advance by the employee.
- 30.11 When making up time, the employee will do so in their own department. If **an** employee cannot make up time in his own department, the employee shall be allowed to make **up** time in another department, as long as the employee is qualified and does not displace other workers. All such requests will be submitted in writing before time has been taken. It will be understood that the Company, at it's discretion, may refuse or approve any written requests regarding the matter. Any employee making up time will be paid the pay rate as of that department.
- 30.12 All uniform rentals are to be paid by the Company. Clean uniforms must be put on before going home.
- 30.13 A fifteen (15) minute wash-up period (paid at straight time) will be allowed at the end of a shift for anybody working in the dust department, sonic sifter, side station or dust room helper and maintenance department. They must be performing these duties for at least the last two (2) hours of the shift.
- 30.14 Proper training will be allotted for all new employees. Company will provide forty (40) hours in total training for sweat furnace and ash furnace to new employees within a two (2) week period. This training for new employees will occur within six (6) months of attaining seniority status. Training new

employees will be done by an employee who is fully qualified for that particular job or management.

- 30.15 The Company will provide tow motor training immediately after hiring new employees, excluding students.

ARTICLE 31 -WARNINGS

- 31.01 All verbal warnings to be in writing and witnessed.
- 31.02 No employee to be forced to sign anything against his will.
- 31.03 All warnings, etc., to be removed from an employee's file after a designated period of time. (This language to be discussed during the Rules and Regulations meeting.)

ARTICLE 32 – TERMINATION

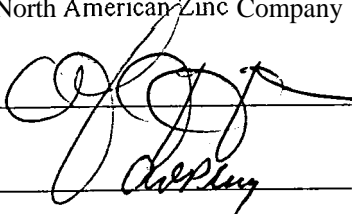
- 32.01 This Agreement shall continue in force and effect from September 21st, 2009 until September 20th, 2010, and thereafter from year to year unless either party serves the other written notice of its desire to amend the Agreement within one hundred and twenty (120) days prior to the expiry date of the Agreement or the corresponding date of any year thereafter. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

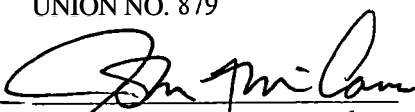
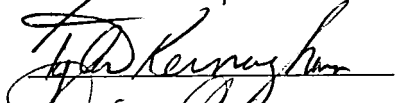
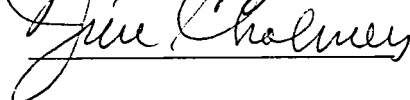
In the event of such written notice of proposed new Agreement or amendments to this Agreement, negotiations shall take place within ten (10) days of service of the said notice.

Dated at _____ Ontario, this — day of _____ 20__

PURITY ZINC METALS
a division of
North American Zinc Company

TEAMSTERS LOCAL
UNION NO. 879



SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>Effective: 9/21/06</u>	<u>Effective: 9/21/07</u>	<u>Effective: 9/21/08</u>
Lead Hand	\$26.18	\$26.48	\$26.48
Lead Hand Maintenance	\$26.18	\$26.48	\$26.48
Mechanic	\$24.23	\$24.53	\$24.53
Maintenance Mechanic	\$24.23	\$24.53	\$24.53
No. 1 Dustman	\$22.73	\$23.03	\$23.03
Side Station	\$22.42	\$22.72	\$22.72
No. 2 Operator	\$22.17	\$22.47	\$22.47
Labour Pool	\$21.61	\$21.91	\$21.91
Head Shipper	\$24.00	\$24.30	\$24.30
Shipper Helper	\$22.73	\$23.03	\$23.03
Janitor	\$21.61	\$21.91	\$21.91
Floater	\$22.44	\$22.74	\$22.74
Students	\$ 9.54	\$ 9.84	\$ 9.84
Probationary	\$13.05	\$13.35	\$13.35

Wage scale has been extended until September 20th, 2010.

New employees will receive the rate of pay per hour as per the above schedule under Probationary, until their probationary period is completed. It is understood that previously employed employees will not be subject to this Article for the purposes of the wage rate only. Recalled employees shall receive the wage they were receiving prior to the lay-off.

A maintenance department employee will receive an "On Call" payment of twenty-five (\$25.00) per week for being on call. The employee must respond to call-in to qualify for payment. If no call-in situation arises, payment is still made.

SHIFT DIFFERENTI

A shift differential of forty (40) cents per hour shall be paid for all hours worked on the second (evening) shift, and a shift differential of fifty (50) cents per hour for all hours worked on the third (night) shift.

Continental Shift - shall receive a shift differential of eighty-five (85) cents per hour for all hours worked on the 8:00 p.m. to 8:00 a.m. shift.

DAY UM

One dollar (\$1.00) per hour over and above the base rate and shift premium being paid for all hours worked.

COST-OF-LIVING ALLOWANCE

The current COLA will be rolled into the base rate leaving no float or carry forward.

The amount of COLA shall be determined as set out herein on the basis of the CPI for Canada as established and released by Statistics Canada and on the basis of the Index for 1971 = 100.

COLA will be adjusted quarterly every January, April, July and October based on the COLA for the previous month and will be rolled into the Base Rate after the release of the final CPI.

COLA, as set out herein, is to be frozen for the duration of this 2006-2009 Collective Agreement.

During the term of this Agreement, three (3) cents will be generated for every full point increase in the CPI above the August setting of 397.8, limited to ~~fifty~~ (50) cents in the first year and limited to sixty (60) cents in each of the second and third years of this Agreement.

A decline in the Index shall not result in a reduction of classification rates.

PURITY ZINC METALS

a division of
North American Zinc Company

PLANT RULES & REGULATIONS

Rules and Regulations are necessary for the effective operation of the Plant, and to ensure the rights and safety of all employees. A discharge, disciplinary lay-off or written warning shall not be given to any employee without adequate investigation by the Superintendent, the Foreman, a Union Committeeman, **and** the employee concerned.

CAUSES FOR POSSIBLE DISCHARGE ARE:

1. Falsification of Personnel Records.
2. Deliberate falsification of Production Records.
3. Three (3) consecutive working days absent without notice to Management.
4. Consuming intoxicants or drunkenness while on duty.
5. Deliberate restricting production control.
6. Deliberate destruction or removal of Company's or other employee's property.

- 7. The giving or taking of a bribe as an inducement to obtaining work or retaining a position.

CAUSES OF SUSPENSION & POSSIBLE DISCHARGE ARE

- 1. Reporting for work under the influence of alcohol or narcotics.
- 2. Leave the premises while on duty without permission of a Supervisor. If a Supervisor is not on duty or available, the Lead Hand must be informed.
- 3. Sleeping on duty.
- 4. Fighting on Company premises.
- 5. Threatening, intimidating, coercing or interfering with fellow employees on Company property.
- 6. Knowingly violating Safety Rules and Regulations.

Action for these offences shall be administered in accordance with the following schedule:

- First offense - one week off without pay
- Second offense - possible discharge

CAUSES FOR WARNING, SUSPENSION AND POSSIBLE DISCHARGE ARE:

- 1. Lateness without justifiable excuse twice (2) in a thirty (30) day period.
- 2. Absent without justifiable excuse once (1) in a thirty (30) day period.

3. Habitual failure to punch time card (three times in a thirty day period).
4. Creating or contributing to unsanitary conditions or poor housekeeping (recognized and accepted standards to be used as the basis of action).
5. Horseplay.
6. Quitting work or wasting time or leaving assigned work area without permission during working hours.
7. Posting or removing of any material on Company Bulletin Boards, unless approved by Management.
8. Defacing Company property or any material on Company Bulletin Boards.
9. Operating of machinery or equipment without proper authority.
10. Knowingly punching another employee's time card or altering time card.
11. Vending, soliciting or collecting contributions unless approved by Management.
12. Distributing written or printed matter on Company property unless approved by Management.
13. Failure to give two (2) hours notice, if possible, to the Company of any absence or tardiness in advance of the beginning of the shift.

14. Reading of books, magazines or newspapers while on duty, except where required in the line of duty.

Action for these offences shall be administered in accordance with the following schedule:

- | | |
|----------------|--------------------------------------|
| First offense | - warning |
| Second offense | - written disciplinary notice |
| Third offense | - up to one (1) week off without pay |
| Fourth offense | - possible discharge |

These lists constitute some of the reasons for which disciplinary action will be taken. As situations arise, which are not covered on these lists, action will be taken in the same manner and to the same degree. Five infractions of rules, which call for warnings or suspensions in any twelve (32) month period, will be sufficient cause for discharge.

An employee's record shall be cleared of any offence when twelve (12) months have elapsed since the date of its occurrence, and only those offences which have occurred during the preceding twelve (12) months will be considered in determining whether a particular offence is the first, second, third or fourth offence.

Nothing contained in these rules shall be deemed to restrain or limit the Company's right to discharge employees for just cause.

No disciplinary action shall be taken after five (5) working days from date of offence.

LETTER OF UNDERSTANDING

BETWEEN:

PURITY ZINC METALS

- and -

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the
International Brotherhood of Teamsters

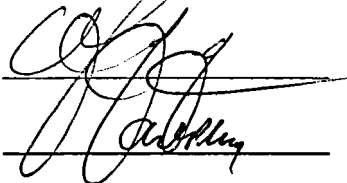
It was agreed during 2006 contract negotiations to renew this Letter of Understanding between the above-cited parties.

It is agreed and understood that Purity Zinc Metals, for the duration of the Collective Agreement, will contribute the sum of one hundred dollars (\$100.00) per month, by separate cheque, at the same time as Union dues are remitted, to the Teamsters Local Union No. 879 referencing the Advancement Fund.

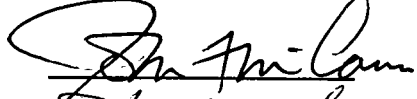
The first payment will be due for the month of November 2009.

Dated at _____, Ontario, this _____ day of _____ 20____.

On behalf of
PURITY ZINC METALS



On behalf of
TEAMSTERS LOCAL 879


Tyler Kernaghan
Eric Chalmers

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