



“Leaders in Manufacturing with Pride, Dignity and Security”

AGREEMENT

Between

RICHMOND STEEL RECYCLING LIMITED

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.)

December 1, 2021 to November 30, 2024

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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.**
- 4. Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.**
- 5. Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.**
- 6. Do my best to work in a manner consistent with the quality, productivity and safety of every task that I am assigned.**
- 7. 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.**

COLLECTIVE AGREEMENT

THIS AGREEMENT, executed and effective as of December 1, 2021, by and between:

**BETWEEN: RICHMOND STEEL RECYCLING LTD.
11760 Mitchell Road
Richmond, B.C. V6V 1V8**

(hereinafter referred to as the "Company")

**AND SHOPMEN'S LOCAL UNION #712 OF THE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS**

(hereinafter referred to as the "Union")

PURPOSE OF AGREEMENT

Whereas, the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.

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

1.01 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in Paragraph 3.01.

1.02 The parties recognize that the Company has the authority to contract out or contract in work.

ARTICLE - 2 INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers the parent body of the Union (hereinafter referred to as the "International"), is not a party to this Agreement or 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 and representatives shall have no right of redress against the Company for breach of this Agreement or any amendments thereto.

ARTICLE 3 - UNION RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer employed at and from 11760 Mitchell Road, Richmond, B.C., except those excluded by the Act, foreman, supervisory staff, office and clerical employees, sales employees, Scale/Scrap Purchaser, plant guards and security personnel, Quality Control personnel and those exercising managerial functions or employed in a confidential capacity.

3.02 All reference to employees in this agreement designates both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

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

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Each of the Company's production and maintenance employees in the unit, as defined in Article 3.01 hereof, shall, as a condition of employment, be or become a member of the Union not later than the sixty-first day following the effective date of this Agreement, or not later than the first day following the end of his probationary period, whichever is the later. Each such production and maintenance employee shall, as a condition of continued employment, remain a member of the Union in good standing.

4.02 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 Article, 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 Article.

4.03 In the event of an increase in forces, the Company will notify the Union of the number and classifications of employees required and the Company shall have choice of selection of the available members. In the event that Shopmen's Local Union #712 is unable to supply the Company with competent employees within three (3) full business days, the Company shall have the right to employ any available competent worker, provided however, that such worker hired shall be required to be registered at the Union Office before commencing work.

4.04 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 from the earnings of every employee covered by this Agreement, a sum equal to the monthly dues as set forth 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.

4.05 The union dues, as of the date hereof, are an amount equal to one and three quarter (1 3/4) hours pay plus International Per Capita 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 By-Laws of the Union and, in such event, said Financial Secretary shall notify the Company in writing.

4.06 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.

4.07 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.

4.08 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.

4.09 The Company agrees that any present employee covered by this Agreement, employed by them at the date of signing of the 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.

4.10 Under no circumstances shall a Chief Shop Steward or Stewards Committee or any employee of the Company covered by this Agreement make any arrangement 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 - 5 MANAGEMENT PREROGATIVES SHOP RULES

5.01 The Union recognizes that it is the function of Management to manage the affairs of the business and to direct the working forces of the Company, subject to the terms of this agreement.

5.02 Such management functions shall be:

- (1)** To determine the products and schedules of production, the locations of production, the methods and sequence of manufacturing processes.
- (2)** To maintain discipline of employees, including the right to make reasonable rules and regulations, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this agreement.
- (3)** To discharge, suspend or discipline employees for just and reasonable cause, and also hire, transfer, promote, demote and to assign employees to shifts.
- (4)** To identify and select, at the sole discretion of the management, members of the bargaining unit to act as Charge Hands. It is understood and agreed that Charge Hands will direct the members of the bargaining unit while performing normal bargaining unit work. There are no union limitations or restrictions with regard to the performance of any normal bargaining unit work, for any individual, while acting as a Charge Hand.

5.03 The Company and the Union agree that disciplinary penalties shall not be imposed unreasonable or unjustly. Whenever possible Appendix "A" shall be used in assessing disciplinary penalties for specific conduct and the Company and the Union agree that those listed penalties were just and reasonable for the specific behavior.

ARTICLE 6 - HOURS OF WORK

6.01 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 regularly scheduled work week for each employee shall begin with the starting time of his or her regularly scheduled shift on Monday or 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.

6.02 (a) Normal day shift shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between 6:00 am and 6:00 pm and the regular work week shall consist of forty (40) hours.

6.02 (b) Normal afternoon shift shall consist of eight (8) consecutive hours, exclusive of the lunch break, between the hours of 2:00 pm and 12:00 midnight with pay for eight (8) hours. The regular work week for the afternoon shift shall consist of forty (40) hours.

6.02 (c) Normal night shift shall consist of eight (8) consecutive hours, exclusive of the lunch break, between the hours of 10:00 pm and 8:00 am with pay for eight (8) hours. The regular work week for the night shift shall consist of forty (40) hours.

6.03 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 the applicable overtime rate for all such hours worked during the twelve (12) consecutive hours.

6.04 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.

6.05 For the duration of this Agreement there shall be two (2) rest periods of (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.

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.

6.06 Senior employees shall be granted preference of shift when more than one shift is employed, providing work continuity, quality and productivity can be maintained.

6.07 The Company may schedule shifts consisting of four (4) consecutive work days of ten (10) hours per day (shift):with Union approval, not to be unreasonably withheld, in the case of major breakdowns. It is understood and agreed that, whenever practical , the four (4) consecutive work days of ten (10) hours per day are to be scheduled from Monday to Friday, inclusive. In the event that it is necessary

to schedule four (4) consecutive work days of ten (10) hours per day and part of the shifts falls on a Saturday, Sunday or both Saturday and Sunday, the applicable overtime rate shall apply.

6.08 (a) On continuous shift operations, employees may be granted a twenty (20) minute lunch period paid for and scheduled by the Company. Lunch breaks will be scheduled to provide no interruption to the operation.

(b) Non Continuous Lunch Break: Day and afternoon shift employees on non-continuous operations may be allowed ½ hour for lunch without pay, scheduled by management. Lunch breaks will be scheduled to provide no interruption to the operation.

ARTICLE 7- OVERTIME

7.01 The Company shall give notice of overtime as far in advance as is practical and such work shall be considered as scheduled.

Overtime shall be allocated as equitably as practical among the employees on any given shift with the qualifications, skill and ability 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. Except as provided below, overtime shall be voluntary. However, if all employees capable of doing the work refuse, the less senior employee(s) on any given shift capable of doing the work shall be required to work the overtime. It is agreed that the Union or any of its representatives or any employee covered by this Agreement, will not attempt to dissuade, persuade or prevent any employee from voluntarily performing overtime.

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

The first three hours worked in excess of eight (8) in the day from Monday to Friday inclusive, shall be paid at time and one half.

All hours worked in excess of eleven (11) in the day from Monday to Friday inclusive, shall be paid at double time.

The first eight (8) hours worked on a Saturday in excess of forty (40) hours in the week, excluding those hours worked in excess of eight (8) in the day, shall be paid at time and one-half.

All overtime work authorized for premium pay by the customer and all hours worked on Sunday shall be paid at double time.

Employees required to work three (3) overtime hours shall be provided a reasonable meal option and a fifteen (15) minute break to consume which will be paid for by the company. This clause does not apply if employees specifically notified one 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 following Article.

7.03 SIXTH OR SEVENTH DAYS: Where the work week (a five (5) day work week) of an employee begins on a day other than a Monday, the Company shall pay one and one half (1 ½) times the standard

hourly rate for all work performed on the sixth (6th) day of his work week, and two (2) times the standard hourly rate for all work performed on the seventh (7th.) day of his work week.

7.04 Shift Changes: An employee who is required to change shifts shall do so for his standard hourly rate provided he has not worked more than 20 days in any 28 day period (for 8 hour shifts), or worked more than 20 days in any 30 day period (for 8 hours and 35 minute shifts); or worked more than 160 hours in any 28 day period (for 12 hour shifts). Hours worked in excess of the above shall be paid at the applicable overtime rates unless mutually agreed to.

7.05 Exchanging Shift: Employees may exchange shifts with other employees upon approval of their Supervisor and they shall receive straight time pay for the changed shifts.

7.06 The Company shall attempt to rotate and spread overtime work as evenly as possible among the qualified employees. Employees wishing to be called in for overtime shall record their names weekly in an overtime book provided for such purpose by the Company. This in no way jeopardizes the Company's right to schedule overtime.

ARTICLE 8 – STATUTORY HOLIDAYS AND HOLIDAY PAY

8.01 The following shall be recognized as statutory holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

The observance of the above holidays may be transferred by mutual agreement to other days than the day proclaimed or provided above.

8.02 Each employee shall receive his standard hourly rate of pay for eight (8) hours for each of the above-named holidays, if eligible.

8.03 Employees must meet all of the following eligibility rules to qualify for payment of statutory holidays:

- (1) The employee has worked for more than 30 days during the preceding 12 months.
- (2) The employee must have worked a minimum of eight (8) hours his last scheduled working day prior to, and his next scheduled working day after such holiday within the employees scheduled work week, unless the absence is the result of an approved leave of absence.

8.04 WORKING PAID HOLIDAYS: An employee required to work on any of the above named holidays shall be paid at the rate of two (2) times his standard hourly rate in addition to his pay for the previous named holidays.

8.05 In the event that one or more of the above named holidays occurs during the employee's vacation, he shall be paid such holiday(s) and the additional days will be added to his vacation time.

8.06 Where a paid holiday falls on a scheduled shift, an employee may request that day off, providing application is made at least seventy-two (72) hours in advance of the holiday. The Company will advise when paid holidays are to be worked at least seventy-two (72) hours in advance of the holiday, except in cases of unforeseen circumstances.

ARTICLE 9 - WAGES AND CLASSIFICATIONS

The following reflects the current classifications and wage rates which are effective:

POSITION NAME	JOB RATE \$ DECEMBER 01		
	2021	2022	2023
Journeyman Millwright/Heavy Duty Mechanic	42.45	43.05	45.55
NF Specialist	37.57	38.17	38.67
Welder	34.91	35.51	36.01
Shredder Operator	33.81	34.41	34.91
Maintenance Worker	33.35	33.95	34.45
Crane/Shear/Loader Operator over 5 yrs. experience	32.46	33.06	33.56
Crane/Shear/Loader Operator under 5 yrs. experience	30.46	31.06	31.56
Forklift 1, Skidsteer, SEDA Operator over 5 yrs. exp	32.46	33.06	33.56
Forklift 1, Skidsteer, SEDA Operator under 5 yrs. exp	30.46	31.06	31.56
Inspector over 5 yrs. experience	32.46	33.06	33.56
Inspector under 5 yrs. experience	30.46	31.06	31.56
Ground Man	28.62	29.22	29.72
Forklift2	28.35	28.95	29.45
Burner	27.06	27.66	28.16
Picker 1	26.33	26.93	27.43
NF Sorter	22.35	22.95	23.45
Picker 2	21.35	21.95	22.45
Labourer	19.35	19.95	20.45

LEAD HANDS - To be paid two and one-half percent (2 ½) per hour above highest job classification which he supervises. A Lead Hand is an employee who is able and willing to instruct others in the performance of their work or who because of exceptional skill and ability in the nature of the work is so recognized by the Company.

CHARGE HANDS - To be paid six percent (6%) per hour above the highest job classification which he supervises. A Charge Hand is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of work.

9.02 The Company may, at any time, temporarily assign any employee, or employees, to any class of work other than that on which he or they normally are employed, provided however, that any employee so temporarily assigned in any one (1) day for one (1) hour or more, at a class of work for which the minimum wage rate herein specified is higher than his regular wage rate shall for the time engaged in such work, be paid the minimum wage rate herein agreed to be applicable for such work; and provided further, that any employee temporarily assigned to a class of work which the minimum wage rate herein specified is lower than his regular wage rate, shall, while engaged in such work, be paid at his regular wage rate. Temporary assignments shall be regarded as temporary until such time that the employee(s) in questions has completed an aggregate total of forty (45) day's work within the period of six (6) months from the first date of the temporary assignment. This period may be extended under extenuating circumstances with the explicit agreement of both parties. Any temporary assignment that meets this threshold is subject to the job posting requirements of Article 14.07.

APPRENTICE RATES OF PAY

First Year	Start at 60% of Journeyman Rate After (six) 6 Months, 65% of Journeyman Rate
Second Year	70% of Journeyman Rate After (six) 6 Months, 75% of Journeyman Rate
Third Year	80% of Journeyman Rate After (six) 6 Months, 85% of Journeyman Rate
Fourth Year	90% of Journeyman Rate After (six) 6 Months, 95% of Journeyman Rate

All increases are subject to the apprentice fulfilling all theory and practical training requirements. After receiving their Red Seal or Trade Certificate, the apprentice shall receive 100% of Journeyman Rate and will thus be recognized as a Journeyman Millwright.

ARTICLE - 10 PAY DAYS

Employees shall be paid on a regular designated pay day every two weeks by cheque or direct deposit. When an employee is laid off or discharged he shall be paid as soon as possible.

ARTICLE 11 - REPORTING AND CALL-OUT PAY

11.01 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) hours shall be paid at the applicable rate for four (4) hours actual work on that day, except where failure to 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.

11.02 **CALL OUT PAY**: An employee who is recalled to work prior to the start of his regular shift shall be paid double his regular straight time hourly rate for all hours worked on recall up to the starting time of his scheduled shift. If a man's regular shift does not commence immediately following completion of the overtime period, he shall receive a minimum of four (4) hours pay at regular straight time rates.

11.03 An employee who is injured during his hours of employment and who requires the care of a doctor shall be paid any remaining scheduled regular and overtime hours on the day of the injury regardless of whether or not he is able to return to work. If such employee on any subsequent day visits a doctor for treatment of this injury, he shall be paid for regular time lost thereby.

ARTICLE 12 - VACATIONS

12.01 The vacation year will be defined as the period from January 1st. of the previous year to December 31st. of the year.

12.02 Employees shall be entitled to paid vacation according to their years of service as of January 1st. of the current year. Vacation entitlement shall be taken by the employee during the vacation year following the vacation year in which the vacation is earned by service.

Years of Service	Vacation Days	% Gross
Less than 1 Year	1 Day Per Month	Max 10 days
1-2 Years	10 Days	4%
3-7 Years	15 Days	6%
8-14 Years	20 Days	8%
15-24 Years	25 Days	10%
25 Years +	30 Days	12%

12.03 The Company agrees to provide employees with their accrued previous year's vacation pay upon receipt of a written request. Upon termination, an employee will be paid his accrued vacation pay, both previous and current years, computed in accordance with their length of service as provided for in the Collective Agreement. Vacations must be taken in the year in which they are due.

ARTICLE 13 - BENEFIT PROGRAM

13.01 Life Insurance

13.01 Life Insurance	
Life	\$60,000.00
AD&D	\$60,000.00
Premiums	100% Employer Paid
Waiting Period	60 Days Worked (480 Hours)
Carrier	Manulife Financial
* No dependent coverage	

13.02 Weekly Indemnity

13.02 Weekly Indemnity	
66 2/3 of Weekly Insurable Earnings	
Coverage	1st Day - Accident
Coverage	4th Day - Sickness
Coverage	1st Day - Hospitalization
Premiums	100% Employer Paid
Waiting Period	60 Days Worked (480 Hours)
Carrier	Manulife Financial
* Maximum 26 Weeks and ends at age 70	

13.03 Dental

13.03 Dental	
Basic	100% Max \$2000/year/person
Major Restorative	70% Max \$2000/year/person
Orthodontics	Max \$1500/person/lifetime
Premiums	100% Employer Paid
Waiting Period	60 Days Worked (480 Hours)
Carrier	Manulife Financial

13.04 Extended Health

13.04 Extended Health	
Eligibility: 100% of all Covered Expenses	
Deductible	\$25.00 Single
	\$50.00 Family
Drugs and Medical Supplies	80% Reimbursement *Drug Card: Generic drugs with a \$4 prescription deductible. If a doctor writes "no substitutions" or if there is no substitution available, then brand name drugs will be covered. 90% reimbursement drug card at COSTCO Pharmacy
Vision Care	80% Reimbursement *Max \$400/2 years per family member
Paramedical Practitioners	100% Reimbursement, \$30/visit to a maximum of \$500 or 17 visits
Premiums	100% Employer Paid
Waiting Period	60 Days Worked (480 Hours)
Carrier	Manulife Financial
* Maximum 26 Weeks and ends at age 70	

13.05 Medical Services Plan

13.05 Medical Services Plan	
Premiums	100% Employer Paid
Waiting Period	60 Days Worked (480 Hours)
Carrier	BC Medical Services Plan (MSP)

Plan reimburses for necessary medical and hospital expenses which are reasonable and customary and medical/hospital plans.

Ward accommodations, drugs, diabetic equipment, chiropractors, physiotherapists, etc. Does not cover glasses, hearing aids, expenses which are eligible for payment under the Provincial Government pharmacare/medical/hospital plans.

ARTICLE 13(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 and Ornamental & 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 1st. day of DECEMBER, 2021, and continuing until midnight NOVEMBER 30, 2022, 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 "One Dollar and Seventy-Five Cents (\$1.75)", per hour.

Effective DECEMBER 1, 2022, and continuing until midnight NOVEMBER 30, 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 said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "Two Dollars (\$2.00)", per hour."

Effective DECEMBER 1, 2023, and for the duration continuing until midnight NOVEMBER 30, 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 said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "Two Dollars and Twenty-Five Cents (\$2.25)", 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 by 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.

(F) Point of Clarification: Pension will be paid on vacation when time is booked off work for vacations taken after April 1, 2008.

ARTICLE 14 - SENIORITY

14.01 New Employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this Article, shall, for the purpose of administering the provisions of Subsection 14.03 below, be regarded as probationary employees until they have completed an aggregate total of four hundred eighty (480) hours worked 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 a plant wide seniority status in accordance with their length of continuous service from the date of hiring. Lay-offs 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 the continuous service, as the term "continuous service" is used in this Article, 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 based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise.

1. 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.

2. 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, or by telegram 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 less than five (5) working days, nor more than fifteen (15) 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 to work at the time stated.

3. Discharge for proper cause.

4. If he resigns or quits.

5. 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.

When any vacancy occurs, or when a new job is instituted 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. After job postings have been answered by employees the Company has two (2) weeks to decide on the successful applicant.

The successful applicant shall be regarded as a probationary employee for a further 520 hours in this job classification.

14.02 In all cases of promotions (except to supervisory positions not covered by this Agreement) 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, subject to their relatively equal ability to perform the work in question competently.

14.03 In all cases of reduction of forces, the employees affected and the Chief Shop Steward shall be notified at least two (2) days prior to the effective lay-off hour; and, provided further, that any employees not so notified shall receive their regular rate of pay for any difference between the length of notice given them and the two (2) work days as provided for herein.

14.04 In the event of promotions and demotions, the Chief Shop Steward shall be notified at least one (1) work week day prior to such promotion or demotion.

14.05 The Company shall post on its bulletin board lists showing the current seniority standing of each employee and shall furnish the Union a copy of such list. Revised lists will be posted every three (3) months and sent to the Union Office.

There shall be a thirty (30) day period from the date of posting these lists during which period requests for revision may be received. Any seniority standings which were not disputed and have not been changed within such period shall not be subject to protest, except for clerical inaccuracies which might happen from time to time.

Such seniority list shall include the following:

1. Employee's name and clock number.
2. Employee's starting date.
3. Employee's regular classification.

14.06 TRANSFER TO NON-BARGAINING UNIT POSITION: If an employee is transferred to a non-bargaining unit position he will maintain and accumulate Company seniority for the purpose of

returning to the Bargaining Unit He may return to the bargaining unit with the approval of management. Any employee that accepts a promotion to a job outside the bargaining unit will have thirty (30) days in which to decide whether to maintain that position or return 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 provisions of this Article, and may be given preference of such work as they are capable of performing.

14.08 The Company may transfer an employee to any job on a temporary basis. An employee who is temporarily transferred from his regular job for more than an accumulated total of one (1) hour in any one (1) day shall be paid the standard hourly rate (or applicable training rate) of the job to which he has been transferred, provided such a rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as the result of layoff, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer. The word temporary in this sub-section shall mean a period of up to six (6) months.

14.09 Temporary employees and students hired for a period that shall not generally exceed four months, shall not be eligible for benefits, shall not be permitted to bid on any positions, and shall not accumulate seniority . If employed in a classified position they shall be paid the new hire rate of pay. Temporary employees and students shall generally be hired for vacation relief.

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

15.01 Leaves of absence, without pay, for periods up to thirty (30) days may be granted by the Employer to an employee for cause which the Company, in its sole discretion, deems reasonable. All requests for leaves of absence will be submitted, in writing, to the Plant Manager for his approval.

A leave of absence may be granted for a period greater than thirty (30) days by mutual agreement between the Company and the Union.

15.02 LEAVE FOR JURY SERVICE: The Company shall pay an employee who is required for jury service or who is subpoenaed as a witness, the difference between the amount of straight time earnings he would have received from the Company and the amount of pay received from the Court. In order to qualify for any compensation by the Company under this Article, the employee shall also present proof of service and the amount of pay received from the Court. However the Company shall not be required to pay for time lapsed during a postponement or recess if the employee could have returned to work with the Courts consent.

15.03 BEREAVEMENT PAY: In the case of death in the immediate family of an employee, the Company shall grant an employee a leave of absence with straight time pay based on the number of regular working hours of such absence. The number of days leave granted shall be determined by the Company, based on the time needed by an employee.

The maximum number of days pay granted shall be up to three (3) days pay for: wife, husband, mother, father, children, brother, sister, grandparents, brother-in-law, sister-in-law, mother-in-law and father-in-law.

Any such leave of absence must be arranged with the employers foreman, if possible, or another Company representative. The employee may be required to provided verification of the death by

producing the printed obituary. The provisions of this section does not apply if, at any time of bereavement, the employee is absent from work due to sickness, accident, vacation, leave of absence or other cause.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 COMMITTEEMEN AND STEWARDS: A Chief Shop Steward shall be appointed by the Union from among its members employed by the Employer. The Shop Steward shall not be discriminated against for performing his duties as hereinafter provided.

16.02 A Shop Steward will be released from his regular work assignment for the investigation of grievance only. To provide a minimum of interference to production, the parties agree to the following rules of conduct for appointed Shop Stewards:

- (1) Shop Stewards will be released during working hours only for the investigation of grievances or to attend a meeting scheduled by the Company.
- (2) If a Shop Steward wishes to be released to investigate a grievance he must receive permission from his foreman and advise his foreman of the nature and place of the grievance.
- (3) Upon entering a department, other than his own, the Shop Steward will inform that foreman of the nature of the grievance he is investigating.
- (4) It is mutually agreed that there will be no abuse or excessive use of the time spent investigating grievances.

16.03 DEFINITION OF A GRIEVANCE: A grievance is defined as an alleged violation of a specific section(s) or sub-section(s) of this agreement.

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:

Grievances not processed to the next stage within five (5) calendar days after reply has been given, shall be deemed for all purposes to have been finally and conclusively abandoned.

STEP ONE: An employee who believes that he has a justifiable request or complaint will discuss the request or complaint with his foreman, with the Grievance Committeeman present or the Grievance Committeemen will discuss such matter with the employee's foreman.

If such matter remains unresolved, a written grievance shall be filed with the employee's foreman.

Such grievance form shall name the employee(s) including all witnesses or any other employee who has affected the rights of the grievor(s), shall state the facts giving rise to the grievance, shall identify the major alleged contract violations by appropriate references, shall state the contention of the employee and the Union with respect to these provisions, and shall indicate the relief requested. The employee and/or the Shop Steward shall sign the grievance.

The foreman shall state his decision or his refusal to make a decision in writing and submit same within two (2) working days or at a time mutually agreed upon.

The settlement given at Step one shall not constitute a precedent nor be used as a precedent in future cases by either the Company or the Union and shall be without prejudice to the position of either party.

STEP TWO: Should the Grievance Committeeman or the employee be dissatisfied with the Company's disposition of such complaint or request, he may refer such matter on a written form to management, who shall answer the grievance in writing within seven (7) calendar days or a time mutually agreed upon. If the grievance is of a routine administrative nature, such as seniority, bumping, overtime, etc., and not involving work rules, discipline or any other like issue, he shall refer the matter to the Experimental Grievance Procedure as outlined in Appendix "A".

STEP THREE: If no settlement is reached in Step Two, the Grievance Committee representatives from Union and Management will meet to discuss the complaint within forty-five (45) days from the date the grievance is referred to 3rd. stage. If the grievance is not then settled, then at the request of either party to this Agreement, the grievance may be referred to arbitration. All answers to Step Three of the grievance procedure shall be in writing within fifteen (15) calendar days of such Step Three meeting.

16.04 GROUP GRIEVANCE: Either the Company or the Union may file a grievance of a general nature at Step Three where because of the size or make-up of the affected group, the issue involved can not be dealt with at either Step One or Step Two of the grievance procedure. The grievance form shall contain all the necessary information as outlined under Step One of this Section.

16.05 The Shop Stewards provided for as mentioned in this section 16 shall have and possess power and authority to act for and bind the Union in connection with those functions, rights, obligations and matters provided for in this Agreement. They shall not have, nor be deemed to have, any authority to act for or bind the Union.

16.06 An employee who believes that his employment has been unjustly terminated, may file a grievance in writing at Step Three (3) of the Grievance Procedure.

ARTICLE 17 - ARBITRATION

17.01 If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three, the Company or the Union, by written notice to the other, shall have the right to place the dispute before an impartial arbitrator. Such notice must be given within ten (10) calendar days from the date of the Company's answer provided for in Step Three.

17.02 PROVISIONS FOR SELECTION OF ARBITRATOR: Forthwith after receipt of such notice, the Company and the Union shall agree upon a person to act as arbitrator of the grievance. If the parties are unable to agree on a person to act as the single arbitrator, either party may request the Minister in writing to appoint a single arbitrator.

17.03 POWERS OF THE ARBITRATOR: It shall be the function of the arbitrator to make a decision in cases of alleged violation of the specific section(s) and sub-section(s) of this Agreement.

- (1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) His powers shall be limited to deciding whether the Company has violated the express section(s) or subsection(s) of the agreement; and he shall not imply obligations or conditions binding

upon the Company from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Company, except that such limitations shall in no way violate any provision of the Labour Relations Act.

- (3) The fees and expenses of the arbitrator shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- (4) Any grievance which arose prior to the effective date of this agreement shall not be processed.

ARTICLE 18 - STRIKES AND LOCKOUTS

18.01 The Company agrees that it will not cause or direct any lockout of its employees for the term 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, participating in, taking part in, instigating or assisting in instigating, in such 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 for the duration of this agreement, shall be subject to discipline or 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. Nor shall there be any strike or interruption of work during the term of this agreement because of any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this agreement, or because of any picket line, informational or otherwise. For purposes of this agreement, refusal to cross a legal picket line within twelve (12) hours of notice of same will constitute a strike. Refusal to cross illegal picket lines will constitute a strike. The Union agrees to immediately cooperate with the Company in settling interruptions of work during the term of this Agreement caused by persons or other employees or unions.

ARTICLE 19 - PLANT VISITATION

19.01 Authorized representatives of the Union shall have access to the Company's premises, providing they do not cause workmen to neglect their work, and having first obtained clearance from the Company. Such representatives must be accompanied by a management member while on company premises. Management will endeavor to provide private areas for authorized union representatives to meet with workers when appropriate.

ARTICLE 20 - BULLETIN BOARDS

20.01 The Company agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement. Notices which are offensive to the Company will be removed by the Union at the request of the Company.

ARTICLE 21 - SAFETY & HEALTH

21.01 The parties hereto recognize the importance of safety provisions in the plant for the welfare of employees and the protection of the Employer's property. The Employer agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment and to comply with all relevant legislation that may be in effect.

21.02 There shall be a permanent Safety Committee consisting of not more than two (2) persons, who shall be employees of the Employer, selected by the Union, and an equal number of persons selected by the Employer. This Committee shall meet regularly on some one day of each month, to be agreed upon by the members of the Committee, to investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the employer and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the Committee may call to its attention. A copy of the minutes of the Safety Committee meeting shall be sent to the Union's office.

21.03 The Company agrees to pay for approved prescription or non-prescription safety glasses, complete with protective side shields up to a maximum of three hundred dollars (\$300.00) per year, per employee. The Company will replace an employee's glasses if they are broken in a work-related accident.

21.04 The Company will reimburse a non-probationary employee up to three hundred and fifty dollars (\$350.00) per year toward the purchase of safety boots which are required to be worn on the job. The Company agrees to provide one set of rain gear per year to each employee.

21.05 The Safety Director or other designated Company official will determine from time to time, as a condition of employment, the various types of equipment to be worn or used (e.g. hard hats, safety glasses, metatarsal boots, heat protection, etc.) and the safety rules, practices or medical programs to be followed (e.g. safety rules and regulations, rehabilitation policy, alternate or modified work program, etc.). Failure to comply with the wearing or use of such equipment or failure to abide by such safety rules, practices or medical programs shall result in discipline up to and including discharge.

21.06 The Company agrees to pay the full cost of coverall service for the employees.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The provisions of Section 74 of the Labour Relations Act are hereby excluded.

22.02 For the purposes of this section "technological change" means:

(a) the introduction into the Richmond facility by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously used in the Richmond facility by the Company in its work, undertaking or business, or

(b) a change in the manner, method or procedure in the Richmond facility by which the Company carries on its work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoff.

22.03 The Company shall notify the Union of a technological change that affects the employment of bargaining unit members as far in advance of its implementation as the Company deems practicable prior to its introduction. Upon such notification the Company and the Union shall meet for a general

discussion regarding the effect such changes will have and the number of employees within the bargaining unit who will be affected.

22.04 In the event technological change results in the reduction of the work force or the demotion of employees, such reductions and demotions shall be done in accordance with the provisions of Article 14, Seniority, as contained herein.

22.05 Employees who are assigned by the Company to work with the new technology shall receive a period of training. Where the employee cannot meet the job requirements upon completion of the training period designated by the Company, the employee may be laid off in accordance with the provisions of Article 14, Seniority as contained herein.

ARTICLE 23 - SAVING CLAUSE

23.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal 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 Federal or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 24 - INTERIM AMENDMENT

24.01 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 Amendment", and specify that it is given under Section 24, 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 24, such disagreement shall not be reviewable under the grievance procedure set forth in Section 16, nor arbitrable under the arbitration provisions and procedures set forth in Section 17 of this Agreement.

ARTICLE 25 - PRODUCTIVITY TEAM

25.01 The Company and the Union agree to participate in a Productivity Team consisting of not more than two (2) members from the Company and the Union.

25.02 The purpose of this Team will be to foster ideas for the enhancement of productivity at the Richmond facility.

25.03 The Team shall meet once a month and prepare non-binding recommendations for the consideration of management.

ARTICLE 26 - DURATION AND TERMINATION

26.01 This Collective Agreement shall be effective from the 1st day of December 2021, and shall remain in full force and effect until November 30, 2024.

26.02 Either party may request the negotiation of a new agreement by giving written notice to the other party during the four (4) months preceding its termination. The provisions of this agreement shall remain in effect during negotiations.

26.03 Termination of this agreement shall only occur as the result of a strike by the Union or a lockout by the Company or the conclusion of a new or amended agreement.

26.04 The operation of Section 50 (2) and 50 (3) of the Labour Relations Code 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 _____, B.C. this _____ day of _____ 2022.

For:

**SHOPMEN'S LOCAL UNION #712 OF THE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
& REINFORCING IRON WORKERS**

President – Ron Hume

Recording Secretary – Carlos Henriquez

For:

RICHMOND STEEL RECYCLING LTD.

APPENDIX “A”

DISCIPLINE AND DISCHARGE

The parties hereby recognize that the following list is a description of offenses which are of such a serious nature that a commission of one will result in the immediate termination of the offending employee(s):

- possession and or consumption of alcohol and/or narcotics on Company property.
- reporting to work under the influence of alcohol and/or drugs.
- theft of Company property. Any scrap material located on the premises of Richmond Steel Recycling is Company Property.
- deliberate damage to Company property.
- falsification of Company records.
- striking a supervisor or threatening to strike or harm a supervisor.
- safety violations resulting in potentially life threatening situations for the violator or any other person.
- sexual assault, bullying or harassment.
- assault of a fellow employee.
- gross insubordination.
- deliberately delaying production.

The parties further recognize that this is not an exhaustive list and that offenses of a similar nature or of a similar degree of seriousness will result in immediate termination. In addition, for offenses of a lesser nature the program of progressive discipline will continue which may ultimately result in having to terminate the offender.

APPENDIX “B”

EMPLOYEE MEDICAL POLICY

STATEMENT: The goal of this policy is to attempt to control accidents and improve the safety of all employees engaged in work at Richmond Steel Recycling Ltd.

POLICIES: 1. **NEW EMPLOYEES** - All offers of employees will be subject to the successful completion of a full medical examination by the company designated doctor which is to be arranged

by the employee within 30 days of acceptance of the offer. The purpose of the examination is to determine the employee's ability to perform the essential duties of the position to which he/she is hired in a safe and efficient manner.

Those employees failing to take the examination within the designated period will be terminated. Those who fail to meet the medical requirements for the proposed job (depending upon the results) will be advised to seek alternative employment or will be reassigned if suitable jobs are available within the company.

New employees will be given the name of the doctor they are to be examined by and they will be responsible for arranging their own appointment within the 30 day period.

2. MOVEMENT TO A NEW POSITION - Where an employee is seeking or being offered a movement to a new position, the same procedure may apply as with new employees.

3. RETURN TO WORK AFTER INJURY OR ILLNESS - A medical examination by a company designated doctor will be required to determine an employee's ability to perform his/her duties safely and efficiently where:

(a) The employee has been absent from work for a period of five (5) calendar days due to illness/injury occurring from outside the workplace:

OR

(b) A lost time work related injury has occurred:

OR

(c) The employee has been on alternate duty for an extended period of time in excess of three (3) months.

Employees returning to work after either of the first two situations with a clearance slip from their own doctor will be allowed to work on alternate duty until such time as they have completed and met the requirements of the full medical examination by the company designated doctor

Failure to meet the requirements of the company medical examination in any of the three situations will result in job re-assignment or re-assessment.

(4) MEDICAL TRIBUNAL - In the event that there is a difference of opinion between the Company designated doctor and the employee's personal doctor concerning an employee's ability to return to work after any of these three occurrences, an arbitration process will be instituted.

The process will be as follows:

- In each instance, a tribunal will be established consisting of three physicians - one selected by the company, one selected by the employee (or union), and an independent chairperson appointed by the local medical society.

- The tribunal will convene at its earliest convenience with the employee in attendance.

- The tribunal will review all medical information related to the employee's injury/illness, question the employee if it so chooses and conduct an examination of the employee prior to rendering its decision.

- The tribunal's decision will be binding upon all parties with no opportunity for appeal to a higher level.
- The cost associated with the tribunal will be divided between the Union and the Management on the same basis as any arbitration case.

(5) In the course of employment:

(a) Where reasonable and probable grounds exist to indicate that an employee has become medically impaired during the course of employment and can no longer perform his/her job safely and efficiently, examination by the company designated doctor may be required in the interest of health and safety.

Pending favorable results, the employee will be suspended or placed on alternate duty. Failure to meet the requirements of the examination will result in re-assignment or re-assessment.

(b) It is also acknowledged that certain tasks within our industry pose serious risks to the health and safety of employees performing them as well as to those employees working nearby. Given this high risk factor, it is imperative that employees performing jobs involving these tasks are fit to do so safely and efficiently on a continuous basis. In order to ensure this, all employees performing jobs such as, but not limited to, the following will be required to undergo a full medical examination, by a company designated doctor, on an annual basis: Crane Operators, Locomotive Operators and Loader Recorders. Failure to meet the requirements of the examination will result in re-assignment or re-assessment

The medical director in conjunction with the safety director and senior level operations management will determine the applicable jobs. The responsibility for monitoring annual examinations for such jobs will lie with the company's medical department.

MEDICAL EXAMINATIONS

Medical examinations may include complete history, paramedical examination, a full physical examination and a full range of blood and urine samples which may include tests for prescription and non-prescription drugs

CONFIDENTIALITY OF INFORMATION

The information obtained through a medical examination conducted as to the medical condition and/or history of the employee examined shall be collected and retained by the company medical department separate from personnel department records. It shall be accorded complete confidentiality and used for no other purpose than to ascertain the employee's ability to meet the reasonable occupational requirements of the job. There are however, two exceptions: Where an employee has a physical disability: (a) and foreman, supervisor or person holding like positions shall be advised of any restrictions on the duties of that employee, and: (b) first aid personnel shall be advised where appropriate, should the employee require emergency treatment.

EMPLOYEE ASSISTANCE PLAN

The Company recognizes that part of an effective safety program is to provide employee assistance in areas that have a direct impact on the employee's job performance. Confidential assistance with problems is available through public and private agencies. Information on these agencies is posted at various locations throughout the plant as well as in the health and safety office. The company urges any employees who may need assistance to contact these agencies.

LETTER OF ACCEPTANCE

Between

RICHMOND STEEL RECYCLING LTD

And

**SHOPMEN'S LOCAL UNION 712 OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS**

It is agreed between the parties that the Company will meet with a representative of I.M.P.A.C.T. and enter into meaningful discussions to have a better understanding of the program.

Dated at _____, B.C. this _____ day of _____ 2022.

For:

**SHOPMEN'S LOCAL UNION #712 OF THE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
& REINFORCING IRON WORKERS**

For:

RICHMOND STEEL RECYCLING LTD.

President – Ron Hume

Recording Secretary – Carlos Henriquez