



“Leaders in Manufacturing with Pride, Dignity and Security”

MASTER AGREEMENT

Between

**SPECIALTY GLASS PRODUCTS
A DIVISION OF MASONITE INTERNATIONAL CORP.**

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.)**

September 1, 2021 to August 31, 2026

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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 workplace conditions, increase work opportunities, and help maintain our wages, benefits and standard of living. In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.**

AGREEMENT

THIS AGREEMENT, executed and effective as of the first day of September, 2021 by and between:

**SPECIALTY GLASS PRODUCTS
A Division of Masonite International Corporation
102-5827 274th Street
Aldergrove, BC
V3W 0B8**

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

PURPOSE OF AGREEMENT

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

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

ARTICLE 1 - BARGAINING UNIT

1.01 For the purposes of this Agreement, "Bargaining Unit", means all employees of the Employer included in the bargaining unit which the Union is certified under the Labour Relations Code, excluding office, sales, and supervisory personnel.

1.02 It shall be understood that where the male pronoun appears in this Collective Agreement in reference to employees it shall also refer to female employees.

1.03 The Company shall give preference to bargaining unit employees to perform routine maintenance to the employer's machinery when in the view of the employer the employee has the ability to perform the work.

1.04 Employees of the Company who are excluded from the bargaining unit set forth and described in Subsection 1.01, except for the purpose of instructing employees, demonstrating proper methods and procedures, or in cases of emergency, shall not perform production and maintenance work normally assigned to hourly rated employees.

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 amendment thereto.

ARTICLE 3 - UNION RECOGNITION

3.01 The Company recognizes the Union as the exclusive representative and agent of all of the Company's shop production employees, as defined in Article I hereof, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

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

3.03 A Labour-Management Committee shall be established, consisting to two (2) employees and two (2) representatives of the Employer. On the written request of any of its member(s), the Labour-Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the work place that affect the parties or any employees bound by this Agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of work place issues, to respond and adapt to changes in the economy, to foster the development or work related skills and to promote work place productivity.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Each of the Company's production employees in the Unit, as defined in Article I hereof, shall, as a condition of employment, be or become a member of the Union not later than the sixty-sixth day following the effective date of this Agreement, or not later than the sixty-sixth day following the beginning of his or her employment, whichever is the later. Each such production 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 the right to employ any available competent worker, provided however, that such worker hired shall be required to be registered at the Union Office, prior to 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 in subsection 4.05 below, and remit same to the Financial Secretary of the Union not later than the fifteenth (15th.) 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 pay 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, the Union's 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, plus the International Per Capita, pay 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 a 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.

In addition to the applicable hourly wage rate for each hour worked by employees, the Employer and employees shall equally share the total contribution of three eighths of one percent (3/8 of 1%) i.e. 7.5 cents per hour over the length of this agreement. The total contribution is equivalent to 1.88 cents per hour, each year and should be submitted to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a non-profit, jointly trusted Cooperative Trust established pursuant to the laws of Canada and the United States. The general purposes of the Trust include improvement and development of the Union Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

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

The Union agrees to indemnify the Company and hold it harmless against any claims which may arise in complying with the provisions of this Article.

4.06 Member in Good Standing - The term "Good Standing" for the purpose of this Agreement refers to any and all employees who have paid their dues and/or initiation fees. The only requirement to be accepted as a union member or continue to be a union member in "Good Standing" is the payment of dues and/or initiation fees.

4.07 Upon receipt of a signed individual authorization from any employee hired, or rehired after the effective date of this Agreement, the Company shall withhold from such employee's earnings for payment of Initiation and/or Reinstatement Fee, a sum not to exceed one hundred and fifty dollars (150.00). Such amount shall be withheld from the earnings of the employee 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 By-Laws 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 Under no circumstances shall a Chief Shop Steward or Stewards' Committee or any employee of the Company make any arrangements with Management, Superintendent, General Foreman or Foreman, that will change or conflict in any way with any clause or section or terms of this Collective Agreement.

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

ARTICLE 5 - MANAGEMENT PREROGATIVES SHOP RULES

5.01 Rights Reserved - The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

5.02 Management Rights - Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) Hire, direct and assign work to employees.
- (b) Promote, demote, transfer, lay off, recall or retire employees.
- (c) Suspend, discipline and discharge employees for just and reasonable cause.
- (d) Evaluate job performance.
- (e) Establish new, and abolish existing job classifications.
- (f) Establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work.
- (g) Establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement.
- (h) Maintain order, discipline and efficiency.
- (i) Determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, and the number of employees required at any given time.

5.03 DISCIPLINE AND DISMISSAL - The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.

5.04 The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given as follows: a copy of which shall be given to the Chief Shop Steward or his designate within one (1) working day.

- 1st. Offence – verbal warning issued
- 2nd. Offence - written warning issued
- 3rd. Offence - may result in dismissal or suspension.

If the employee's record is clear of a first or second offence for one (1) calendar year, those warnings will not be considered in the discipline system, but will remain in the employee's file.

5.05 The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its Bulletin Boards, a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union a copy of all such printed or written rules directed at employees covered by this Agreement.

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

6.02 When only one shift is employed, a regular work-day shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between 6:00 a.m. and 5:00 p.m. and the regular work-week shall consist of forty (40) hours.

In the Shipping Area a regular work day shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between 6:00 a.m. and 6:00 p.m. and the regular work-week shall consist of forty (40) hours with workers on staggered start times.

6.03 When two shifts are employed, a regular work-day for the day shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours between 6:00 a.m. and 5:00 p.m. and the regular work-week for the day shift shall consist of forty (40) hours. The regular work-day for the afternoon shift shall consist of eight (8) consecutive hours exclusive of the lunch period between the hours of 3:30 p.m. to 12 o'clock midnight, and the regular work-week for the afternoon shift shall consist of forty (40) hours. A premium of one dollar (\$1.00) per hour above the employee's regular rate shall be paid for hours worked on the afternoon shift.

6.04 When three (3) shifts are employed a regular work-day for the day shift shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between the hours of 6:00 a.m. and 5:00 p.m. and the regular work-week for the day shift shall consist of forty (40) hours; a regular work-day for the afternoon shift shall consist of eight (8) hours, exclusive of the lunch period with pay for eight (8) hours and the regular work-week for the afternoon shift shall consist of forty (40) hours. A regular work-day for the night shift shall consist of eight (8) consecutive hours inclusive of a one half (1/2) paid lunch period with pay for eight (8) hours between the hours of 12 o'clock midnight and 8:00 a.m. The regular work-week for the night shift shall consist of forty (40) hours. A premium of one dollar and fifty cents (\$1.50) per hour above employees regular rate shall be paid for hours worked on the night shift.

6.05 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. Be it also understood that employees who have a shift change at company request, not lose any hours of work in the week in question.

6.06 Monday through Friday shall constitute the regular work days and regular work week.

6.07 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.

6.08 The foregoing provisions of this Article are not intended and shall not be construed as preventing overtime work, provided however, there shall be no discrimination in the assignment of overtime work and overtime shall be allocated as equitably as practicable among the employees qualified to perform the work in question, it being understood that employees assigned to perform a job during the regular work hours shall be given preference when overtime work is required on such operations. It shall not be mandatory for an employee to work overtime. It is agreed that the Union or any of its representatives will not attempt to dissuade, or prevent any employee from voluntarily performing overtime.

6.09 All employees must punch in and out on the time card assigned to them. Each employee must punch his or her own time card at the beginning and end of each shift and at any time during the shift when the employee leaves or enters the property. It is required that employees show up for work before the start of their scheduled shift and that they punch their time card in no later than the start of their shift. In the event that an employee punches his or her time card in after the start of his or her scheduled shift the paid time will be started at the next quarter (1/4) hour. An employee will be paid up to the end of his or her scheduled shift as evidenced by his or her time card. However, in the event that an employee punches out early, his or her paid time will end at the preceding quarter (1/4) hour.

6.10 For the duration of this Agreement there shall be two (2) rest periods of fifteen (15) minutes duration, work station to work station, one of which shall be during the first four (4) hours of each shift, the other during the second four (4) hours of each shift, the times of which shall be designated by the Employer. During such rest periods each employee shall be paid the applicable hourly rate and, if he or she desires to do so, obtain and consume refreshments or food.

A five (5) minute cleanup will be granted at the end of each shift for the purpose of putting tools away and general cleanup of work station and/or work area.

6.11 Senior employees shall be granted preference of shift when more than one shift is employed, providing plant continuity and productivity can be maintained. If plant continuity and productivity cannot be maintained, the company will assign the employees to a shift based on skill and ability.

ARTICLE 7 - OVERTIME

7.01 The foregoing provisions of the HOURS OF WORK Section are not intended, and shall not be construed as preventing overtime work, provided however, there shall be no discrimination in the assignment of overtime work and overtime shall be allocated as equitably as practicable among the employees qualified to perform the work in question, it being understood that employees assigned to perform a job during the regular work hours shall be given preference when overtime work is required on such operations. It shall not be made mandatory for an employee to work overtime. It is agreed that the Union or any of its representatives will not attempt to dissuade or prevent any employee from voluntarily performing overtime. Assignment of the overtime work will follow the following priorities:

1. Last person on the task during regular working hours (in spirit of this criteria, a person whose regular task it is, who has worked at that task during that shift will be given priority).

2. Seniority (assuming ability).

7.02 All work performed before or after the regular work hours on any shift shall be paid on the following basis:

- **The first three (3) hours in excess of eight (8) hours in one (1) day shall be paid at time and one-half (1 1/2x).**
- **All hours worked in excess of eleven (11) hours in one (1) day will be paid at double time (2x).**
- **The first eight (8) hours worked on a Saturday in excess of forty (40) hours in the week, excluding those hours in excess of eight (8) hours in a day, shall be paid at time and one-half (1 1/2x).**
- **All work performed on a Sunday or Statutory Holiday shall be paid at double time (2x).**
- **Employees required to work more than three (3) overtime hours, who have not been given at least one (1) days' notice of such scheduled overtime shall at the end of the first three (3) hours be provided with a meal or voucher to the value of seven dollars (\$7.00) by the Company, with a fifteen (15) minute break to consume such meal which will be paid for by the Company on a straight time basis.**
- **In the event of a scheduled ten (10) hour shift, one (1) hour worked in excess of the standard ten (10) hour shift, shall be paid at time and one-half (1 1/2X).**

7.03 Where a week contains a Statutory Holiday, the references to hours in a week in 7.02 above shall be reduced by eight (8) hours for each Statutory Holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the General Holiday.

7.04 No employee is permitted to work unauthorized overtime hours. All overtime must be authorized by the Plant Manager or his superiors.

7.05 A day shall commence at 12.01 a.m. and end twenty-four (24) hours later. A week shall commence at 12.01 a.m. Sunday and end at 12:00 midnight on Saturday.

ARTICLE 8 - HOLIDAY PAY

8.01 The following days are Statutory Holidays:

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

8.02 Eligibility

In order to be eligible to receive pay for any of the Statutory Holidays, or days observed as such, an employee must have worked for the Company on the last scheduled work day immediately preceding and the first scheduled work day immediately following the holiday in question, worked at least ten (10) of the thirty (30) calendar days immediately preceding the General Holiday; unless his or her failure to work for the Company on such day or days:

1. was due to absence because of being on paid vacation, as hereinafter provided for in this Agreement, layoff and therefore unable to fulfill one day before and after provision, or
2. for similar good cause authorized by the Company, or
3. payment for Statutory Holidays will not be made to employees drawing Workers' Compensation or Weekly Indemnity Benefits.

8.03 Alternate Day

Holidays that fall on Saturday or Sunday shall be observed the next or previous regular work days.

8.04 Vacation

If a General Holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such General Holiday, subject to eligibility.

ARTICLE 9 - RATES OF PAY AND WORK ASSIGNMENTS

<i>CLASSIFICATION</i>					
FABRICATOR 3 - Required to consistently fabricate window units at the quality and quantity set by the Employer.					
PRODUCTION 3- Bevel or Glass Cutting Machine Operator (1 per shift). Fork Lift Driver, Truck Driver, Head Shipper					
	Sept 5/21	Sept 4/22	Sept 3/23	Sept 2/24	Aug 31/25
Probation Rate:	\$22.08	\$22.65	\$23.24	\$23.88	\$24.54
Base Rate:	\$24.29	\$24.92	\$25.57	\$26.27	\$26.99

<i>CLASSIFICATION</i>					
FABRICATOR 2- Required to consistently fabricate window units at the quality and quantity set by the Employer.					
PRODUCTION 2- Sealed Unit Gluer, Door Glazer, Brass Bender, Template Cutter and Storeman.					
	Sept 5/21	Sept 4/22	Sept 3/23	Sept 2/24	Aug 31/25
Probation Rate:	\$20.44	\$20.97	\$21.52	\$22.11	\$22.71
Base Rate:	\$22.08	\$22.65	\$23.24	\$23.88	\$24.54

<i>CLASSIFICATION</i>					
FABRICATOR I - Required to consistently fabricate window units at the quality and quantity set by the Employer.					
PRODUCTION I - Brass Cutter, Bevel Machine Helper, Glass Cutting Machine, Breaker/Loader, Q/C Inspector, Inventory Puller, Shipping Helper, Trimkitter, Frame Caulker, Door Glazing Helper, Sealed Unit Lay-up Person, Crate Builder, Swiggle Applicators, Tempering Oven.					
	Sept 5/21	Sept 4/22	Sept 3/23	Sept 2/24	Aug 31/25
Probation Rate:	\$18.79	\$19.28	\$19.78	\$20.33	\$20.89
Base Rate:	\$20.44	\$20.97	\$21.52	\$22.11	\$22.72

ARTICLE 9 - RATES OF PAY AND WORK ASSIGNMENTS (Continued)

CLASSIFICATION					
GENERAL HELPER - Paint/Stain Application. Arrisor, Product Mover, Product Cleaner, Scratch Polisher, Brass Polisher, Product Boxers and General Help					
	Sept 5/21	Sept 4/22	Sept 3/23	Sept 2/24	Aug 31/25
Probation Rate:	\$17.76	\$18.22	\$18.69	\$19.20	\$19.73
Base Rate:	\$18.79	\$19.27	\$19.77	\$20.32	\$20.88

CLASSIFICATION					
STUDENT					
	Sept 5/21	Sept 4/22	Sept 3/23	Sept 2/24	Aug 31/25
Rate:	\$15.54	\$15.94	\$16.35	\$16.80	\$17.26

9.02 STUDENTS: The Student classification will only be used from May 1st to August 31st of each year. The persons hired for this classification must be bonafide students. No students will be employed while a member of the Bargaining Unit with recall rights is on lay off. Students will be required to obtain a check off slip from the Union before starting work. Union dues will be required to be deducted from Student classified employees. A maximum number of ten (10) students may be employed at one time. No initiation fees will be required from student classified employees.

9.03 CHARGEHAND: An employee who is designated by the Employer that is recognized as demonstrating leadership ability and is responsible for the quantity and quality of work from a department will be paid a premium of seventy-five cents (\$0.75) per hour while continuing to be so recognized. When the Employer is desirous of a Chargehand for a department, the job will be posted to solicit interest; however, the appointment of the successful candidate will be at the sole discretion of the company.

9.04 FIRST AID ATTENDANT: The Company will employ the number of qualified First Aid Attendants as required by WCB regulations. Any of these employees that are in the Bargaining Unit will be paid a premium of seventy-five cents (\$0.75) per hour while having this responsibility.

9.05 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. A forklift driver covered by this temporary assignment clause and has worked more than four (4) hours per shift on the forklift will be paid the P3 rate for the duration of the hours worked on that shift.

ARTICLE 10 - PAY DAYS

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

10.02 All work performed shall be paid for on an hourly basis.

10.03 At the sole discretion of the Employer any employee who is deemed to be performing in an exemplary manner can be paid higher than the classification.

ARTICLE 11 - REPORTING PAY

11.01 The Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of:

- A.** Two (2) hours' pay, unless the employee is unfit to perform his or her duties or has failed to comply with The Industrial Health and Safety Regulations of The Workers' Compensation Board or the employee has shown up for work more than thirty (30) minutes after his or her scheduled shift start time without the prior authorization of the Plant Manager; or
- B.** Where the employee commences work, four (4) hours' pay unless his or her work is suspended because of weather, power out-age or other reasons completely beyond the control of the Employer, in which case the employee receives pay for time worked or two (2) hours, whichever is the greater.

ARTICLE 12 - VACATIONS

12.01 Vacation Entitlement

Employees who have completed one (1) year of continuous service will be entitled to two (2) weeks' paid vacation per annum.

Employees who have completed five (5) years or more of continuous service shall be entitled to three (3) weeks' paid vacation per annum.

Employees who have completed ten (10) years or more of continuous service shall be entitled to four (4) weeks' paid vacation per annum.

Employees who have completed seventeen (17) years or more of continuous service shall be entitled to five (5) weeks paid vacation per annum.

12.02 Vacation Pay

- a) The Employer shall pay annual vacation pay to each employee calculated on the employee's total wages for the year in which the employee earned the vacation, at the rate of four per cent (4%) for one to five (5) years and six percent (6%) for five (5) to ten (10) years, eight percent (8%) for ten years to seventeen (17) years, and ten percent (10%) for seventeen (17) years or more.**
- b) The Employer shall pay to each employee the annual vacation pay to which he or she is entitled in one payment prior to the beginning of his or her annual vacation, or upon termination of employment if the employee has not taken his or her vacation for that year, less any monies previously advanced.**
- c) An employee can use up to three (3) days of their vacation pay for medical emergencies. Normal procedures for absent days will be applied and in addition, the employee will be required to complete a form to get the days paid. It is understood these three (3) days cannot be used for a day before or after statutory holidays, scheduled vacations or prior to a layoff recall.**

12.03 Scheduling

- a) All vacations must be taken at a time agreeable to the Employer. Vacations shall be scheduled by the department, and the senior employees within each department shall be given preference in the selection of vacation periods, subject to the needs of the Employer.**
- b) The Employer will post vacation schedules for each department during the first two (2) weeks of January in each year. Employees shall select their vacation periods for that calendar year by March 1st. and the Employer shall confirm the vacation scheduling by March 31st in each year. Should an employee not select his or her vacation by March 1st, he or she will not be able to use his or her seniority to bump another from his or her pre-selected vacation period.**

12.04 Vacations must be taken during the twelve (12) months following each employee's anniversary date. Vacation entitlement cannot be banked or carried over from year to year.

ARTICLE 13 - INSURANCE & MEDICAL

1.Full Benefits Harmonization BC Health & Dental Coverage	Effective January 1, 2022
2.Life Insurance	1 x Annual earnings Age 65=Reduction to 50% Maximum=\$1,000,000 Optional up to \$250,000 (employee contribution) Optional: spouse up \$250,000 Children up \$15,000
3.AD&D	1 x Annual Earnings
<u>4.Long Term Disability</u>	60% monthly earnings for first \$2500 +45% thereafter <u>\$12,000/\$15,000 non-evidence max/maximum</u> <u>Nontaxable</u>
5.Short Term Disability	80% weekly earnings for first 2 weeks, 66.67% thereafter \$1500 Max. Integration with Employment insurance Waiting period 7 days Duration 17 wks. (taxable)
6.Dental	Coverage as per Harmonized Plan
7.Vision Care	Coverage as per Harmonized Plan
8.(HSA) Health spending account	\$200 per year
9 .Extended Health Care	Coverage as per Harmonized Plan
Premium	70% paid by employer/ 30% paid by employee

All of the above are subject to the insurance provider's terms and conditions and amounts as per wording in insurance provider's contract.

This article applies to employees who have completed their probationary period (3 months of continued service).

Extension of Benefits

Employees laid off will be covered in the normal fashion until the end of the month in which the layoff occurs. Thereafter the employees may continue his or her coverage by paying the full amount of the premiums if he or she applies and remits payment to the Company prior to the first day of the month. If the employee does not contact the Company and make payment, he or she will be deleted from group coverage. Employees who go on Workers' Compensation or Weekly Indemnity will be covered in the normal fashion until the end of the month in which the claim is made. After the month end the employee may continue his or her own coverage by paying the full amount of the premiums if he or she applies and remits payment to the Company prior to the group billing date. If the employee does not contact the Company and make payment, he or she will be deleted from group coverage.

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, 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 becoming 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 SEPTEMBER 5TH, 2021, and continuing until midnight SEPTEMBER 3RD, 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 thirty-one cents (\$1.31)" per hour.

Effective on SEPTEMBER 4TH, 2022, and continuing until midnight SEPTEMBER 2ND, 2023,"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 thirty-six cents (\$1.36)" per hour.

Effective on SEPTEMBER 3RD, 2023, and continuing until midnight SEPTEMBER 1ST, 2024, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One dollar and forty-one cents (\$1.41)" per hour.

Effective on SEPTEMBER 2ND, 2024, and continuing until midnight AUGUST 31ST, 2025, 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 forty-one cents (\$1.41)" per hour.

Effective SEPTEMBER 1, 2025 and for the duration of this collective agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay said CANADIAN NATIONAL SHOPMENT PENSION FUND the sum of "One dollar and forty-one cents (\$1.41)" 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.

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 Sub-Articles 14.10, 14.12, 14.15, 14.16 below, be regarded as probationary employees until they have completed an aggregate total of sixty-five (65) days' work within the period of nine (9) 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.

New members to the Union shall be regarded as probationary employees until they have completed an aggregate total of sixty-five (65) days of work within a period of nine (9) months from the first date of employment with the Company.

14.02 Definition Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union.

14.03 Seniority Date Except as provided in this Agreement, an employee's seniority date will be his or her most recent date of hire.

14.04 Leaves of Absence Seniority shall continue to accrue during an approved leave of absence authorized by this Agreement, with the exception of a Special Leave of Absence, where seniority is maintained but does not accrue after six (6) month period.

14.05 Probationers Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be back dated to his or her date of hire.

14.06 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 six (6) months and sent to the Union Office. Any appeals from the seniority list as posted must be made within ten (10) regular working days of postings; otherwise the list will be considered final. If an employee is absent from work, because on vacation, confirmed illness or lay-off under seniority, the appeal must be made within ten (10) regular work days of return to work. Such seniority list shall include the following:

- **Employee's name and clock number.**
- **Employee's starting date.**
- **Employee's regular classification.**

14.07 If an employee is transferred to a position outside the bargaining unit he shall retain his seniority in the bargaining unit and if transferred back to a position subject to this Agreement, the service accumulated during the first three (3) months served in the position outside the bargaining unit shall be added to his previous seniority.

14.08 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.

14.09 Seniority shall be lost and employment may be terminated if an employee:

- a) resigns;**
- b) is discharged for just and reasonable cause;**
- c) is laid off without being recalled for a period of twelve (12) consecutive months;**
- d) after a layoff, fails to report for work within three (3) working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;**
- e) is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives reasons satisfactory to the Employer for his or her failure to do so;**
- f) employees shall not engage in remunerative work for any other business which is direct competition with the company in any capacity, nor shall employees put themselves in a conflict of interest situation by supplying a rival business with any of the Company's intellectual property, computer programs, blueprints or trade secrets;**
- g) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or**
- h) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Company is given.**

14.10 Lay-Off Notice: When it becomes necessary to lay-off an employee(s), such employee(s) shall be notified, in writing, at least two (2) working days before the layoff occurs, and any such employee not so notified shall be paid his or her regular straight time wage rate for any difference between the length of notice given him or her and the two (2) work day period as provided herein, provided, however, such notice shall not be required with respect to temporary layoffs because of lack of work for three (3) consecutive work days or less, or because of breakdown of machinery, floods, or Act of God.

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

14.12 An employee may bump another employee with less seniority if the bumping employee has the necessary present ability to perform the job requested. It is further understood that the bumping employee can perform the new job in a safe manner at the production rates established by the employer. The bumping employee shall receive the wage rate for the classification into which he or she bumps. Notice to bump must be given in writing by the senior employee within twenty-four (24) hours of layoff notice. Once the senior employee has exercised his or her bumping rights, that employee is expected to perform the new job to the quality and production standards set for such work by the employer, and failure to meet such expectations will result in continuance of the layoff notice with the Shop Steward being so advised. An employee who requests a bump may only bump within their existing classification/pay scale or into lower classifications/pay scale, i.e. sideways or down.

14.13 For the purpose of recall from layoff, the above procedure and sequence shall be reversed. If the Employer is unable, after reasonable efforts, to contact a laid off employee within three (3) days, the Employer may request that the Chief Shop Steward contact the employee in question and provide said employee with notice of recall. If the Shop Steward is unable to contact said employee within two (2) working days, the Employer may recall the next employee in the sequence. Any employee who is laid off shall keep the Company advised in writing of his current address and telephone number and the Company shall notify such employees by telephone or, upon failure to contact, in writing 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 for work, as well as the type of work he/she is being recalled for, which shall not be less than two (2) 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 (inclusive of written transcripts of telephone contracts).

The employee shall reply by telephone to the Company within two (2) working days after receiving such notice whether he/she will report for work at the time stated.

Should the employer be unable to contact an employee as outlined above and that employee has not notified the employer previously of his or her unavailability to return to work or a contacted employee who is offered a job equal or greater to their former employment classification refuses to return to work at the time requested that employee shall be deemed to be terminated.

14.14 Employees recalled to work shall receive the current rate for the classification into which they are recalled.

14.15 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.

14.16 Vacancies: Vacancies in existing or new classifications for full time regular employment shall be posted in a conspicuous location for three (3) consecutive working days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the third (3rd.) working day after the initial posting.

In the spirit of this Agreement, whenever practicable, when no applicant possesses the skill required to perform the job function and when the employer is prepared to provide training of more than an orientation nature, preference will be given to training an applicant that possesses the basic requirements (as defined below) by seniority status.

Basic requirements will be considered. Issues such as communication skills and higher learning such as mathematics where required.

14.17 Employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of 30 working days in the new position. During this trial period the employee will receive the probationary rate of pay for the classification (full rate for new position within same classification). If during this trial period the employee is considered to be unsuitable for the new position, or if the employee feels that he or she cannot do the job, the employee shall be returned to his former position or one of equal rank.

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

15.01 Leaves of absence without pay shall be granted by the Company to any employee for compassionate reasons, without prejudice to the employee's seniority or other rights. Leaves of absence without pay, may be granted at the discretion of the Company to any employee for non-compassionate reasons without prejudice to the employee's seniority or other rights. Application for non-compassionate leave of absence must be made in writing two (2) months in advance to a representative of the Company designated by it for such purpose and be approved in writing by such Company representative and a copy thereof given to the Chief Shop Steward for the Union. Generally, such leaves of absence will be for a period of not more than forty-five (45) calendar days, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Any employee elected or appointed as a Union Officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave without pay for a period of a single term of office, or three years, whichever is the lesser, subject to renewal at the end of such period at the option of the Company. Employees granted "leaves of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with his accumulated seniority, and in any event, shall be re-employed as soon as work is available in accordance with such employee's seniority status. Any employee who, while on leave of absence, obtains employment with another employer, without having obtained prior permission to do so from the Company and the Union, shall be subject to discharge. Non-Compassionate Leave of Absence will only be granted after all vacation entitlement has been taken.

NOTE: See Article 15.04 after six (6) month period.

15.02 Bereavement Pay up to three (3) days only will be paid by the Company for the death in the family: spouse, children, mother, and father. One (1) day will be paid by the Company for the death of: brother, sister, mother-in-law, and father-in-law. These days will be paid in anticipation that the employee attends the funeral on a regular workday.

15.03 Jury Duty - Any regular full time employee scheduled to work, who is required to perform Jury Duty or is subpoenaed to serve as a witness in a Court action or Coroner's Inquest, save and except actions involving the Company or Trade Unions and employee's private affairs, will be reimbursed by the Company for the difference between the pay received for such duty and his regular straight time hourly rate of pay. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for such duty. Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

15.04 Where an employee takes a leave of absence under this Section, the employer shall not be required to continue paying premiums for that employee's insurance and medical benefits. The employee shall be given the option of paying the employer's share of such premiums for the duration of his or her leave of absence.

15.05 Maternity and Parental leave shall be granted in accordance with the Employment Standards Act of B.C.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 A Chief Shop Steward and one (1) Shop Steward for each thirty (30) employees shall be appointed by the Union from amongst its members employed by the Company. The Shop Stewards shall be employees who have completed their probationary periods.

16.02 The Chief Shop Steward and two (2) additional Shop Stewards shall constitute the Shop Committee. In the absence of the Chief Shop Steward, two (2) Department Shop Stewards shall constitute the Shop Committee. The Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided for. The Union shall notify the Company within fifteen (15) days when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of the Supervisor whom the Stewards should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall, within fifteen (15) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their jobs, must first obtain permission from their Supervisor.

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

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

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

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

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

16.05 Grievances not processed from one step to another within five (5) working days shall be deemed to be settled on the basis of the last written reply to the Grievor. Failure to reply to the grievance within the agreed time limit shall mean that the grievance is conceded.

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

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

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

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

16.10 If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single arbitrator agreed to by the parties shall at the request of either party:

- 1.** investigate the difference
- 2.** define the issue in the difference
- 3.** make written recommendations to resolve the difference

Within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

If either party is not satisfied with the recommendations delivered in accordance in Step 3, it may present the grievance at the next step of the grievance procedure. Failure to do so within five (5) days of receipt of the recommendations shall result in a deemed settlement of the grievance in accordance with such recommendations.

ARTICLE 17 - ARBITRATION

17.01 Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the grievance procedure as set forth in the preceding Article of this Agreement shall upon the written request of either party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Subsection 16.04 of the preceding Article of this Agreement, be submitted to a Board of Arbitration.

Where a party given notice of its desire to submit a grievance to arbitration, the parties shall agree on a single arbitrator. Upon failure to mutually agree upon a single arbitrator within two (2) weeks of notice of arbitration either party may request that an arbitrator be appointed by the Minister of Labour (B.C.) as provided for in the Labour Relations Code of B.C.

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

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

The Union and the Employer shall bear equally the fees and expenses of the arbitrator.

ARTICLE 18 - STRIKES AND LOCKOUTS

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

ARTICLE 19 - PLANT VISITATION

19.01 An authorized representative of the Union shall be permitted to visit the office of the Company during normal office hours and after notifying a representative of the Company, designated by it for such purpose, will be permitted to visit the Company's shop during working hours to investigate any matter covered by this Agreement. The Union will attempt to limit all such contacts to non-working hours.

ARTICLE 20 - BULLETIN BOARDS

20.01 Bulletin Boards shall be made available in the shop or shops by the Company for the exclusive use of the Union for the posting of Union notices relating to meetings, appointment of committees, election of officers, seniority schedules, dues, entertainment, health and safety. Such notices shall be restricted to the foregoing of this Article.

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

ARTICLE 21 - SAFETY AND HEALTH

21.01 The Employer will continue its existing Industrial Health and Safety Program as required by the current Workmen's Compensation Board Regulations. Included in this program will be an Industrial Health and Safety Committee comprised as required by W.C.B. Industrial Health and Safety Regulation 4.04.

The Employer will supply the employees with the following safety equipment, where and when required by W.C.B. regulations, at no cost to the employees, save and except as provided for under the following heading Tool Issue:

- Safety Glasses
- Hearing Protection
- Gloves

For employees required by the employer to wear WCB approved steel toed protective footwear the employer will pay 100% of the cost towards the purchase price to a maximum of \$125.00.

The employee will be eligible for reimbursement once every twelve (12) month period. In order to receive reimbursement the original receipt of purchase must be provided.

21.02 Tool Issue: Employees will be required to sign out the following tools, provided at no initial cost by the Employer, when required for performance of the assigned work. If at any time, during working hours or upon termination of employment, the employee cannot produce the tools assigned to him or her for inspection or return to the Employer, the employee will be required to reimburse the Employer for the cost of the said tools:

Safety Glasses
Hearing Protection
Gloves
Apron
Nippers
Table Brushes

Grozzing Pliers
Building Knives
Tape Measure
Wire Brush
Tool Boxes

Glass Cutters
Soldering Irons
Cutting Knives
Fans
Hammers

Employees from time to time turn in worn or broken tools for replacement, at no cost to the employee, provided that the occurrences are not excessive.

21.03 Medical Examination: The Employer may at any time require an Employee to take a medical examination, so long as the Employer pays the fees for that examination and wages for the time required for said examination.

21.04 Drugs and Alcohol

- (a) No employee shall report to work under the influence of alcohol or non-prescription drugs or possess or use alcohol or non-prescription drugs while on the Employer's property or during work hours.
- (b) The Employer may, at its discretion, require an employee to undergo a drug test. The test will be conducted at no expense to the employee.
- (c) Any employee who contravenes paragraph (a) above, or refuses to take a drug test required by the Employer under paragraph (b) above, will be dismissed.

21.05 The Company shall supply paper towels, hot water, soap and other supplies normally found in restrooms. The Company will have the restrooms kept in a sanitary condition, and all employees will be required and expected to cooperate by observing the simple rules of cleanliness.

21.06 Any employee injured while working for the Company who is sent to a hospital by the Company's first aid attendant and returns to work during his regular working hours the same day, shall be paid by the Company at the applicable wage rate for such time thereby lost on such day by such employee. Should an injured employee be admitted to a hospital or be instructed by the Company or attending Doctor to refrain from performing further work on the day such employee is injured, or, there is insufficient time to return to the workplace, such employee will receive the applicable hourly rate for the full shift. A note from the attending Doctor is required and must be presented before the start of the next shift in order to be eligible. No exceptions will be made in the absence of a note and such employee will only be paid up until the time employee left the premises to go to the hospital.

ARTICLE 22 - SAVING CLAUSE

22.01 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" or 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.

22.02 The parties hereto agree to exclude the operation of Subsections 2 and 3 of Section 50 of the Labour Relations Code.

ARTICLE 23 - INTERIM AMENDMENT

23.01 This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Article 23; 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 23, such disagreement shall not be reviewable under the grievance procedure set forth in Article 16, nor arbitrable under the arbitration provisions and procedure set forth in Article 17 of this Agreement.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 In the event that the Company introduces a technological change which results in displacement of employees from employment with the Company, the Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

24.02 The employer agrees to embark on a job upgrade training program in order to develop a pool of skills for the future. The employee shall proceed on the following basis:

- Training in the first instance will be in the employees own department.
- Senior employees within the department shall have priority to the opportunities.
- The employer shall annually canvas, in writing, each employee in the plant to register for the training opportunities. The employees therefore may change his/her expressed interest, or lack thereof, for the training opportunities as they arise.
- During training the employee's regular rate will remain at his/her existing rate of pay.

ARTICLE 25 - SEVERANCE PAY

25.01 When the employment of an employee is terminated by the Company due to Plant closure or lay off resulting from not being recalled for a period of twelve consecutive months or for reasons other than those set out in section 25.02 below the company, in addition to accrued vacation pay, shall pay an employee the following ,: 1 weeks' pay per years' service to a maximum of twelve weeks pay.

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

ARTICLE 26 - DURATION AND TERMINATION

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of August 31, 2021, and unless written notice is given by either party to the other at any time within the four months immediately preceding such date of a desire for change therein or to terminate same, it shall continue in effect for an additional year thereafter. In the same manner this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at any time within the four months immediately preceding the expiration of such contract year. Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 23 hereof, it shall not prevent the continuous of this Agreement for an additional year even though given within the time prescribed in this Article.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this _____ day of _____ 2021.

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

**SPECIALTY GLASS PRODUCTS
A DIVISION OF MASONITE
INTERNATIONAL CORP.**

President – Ron Hume

Recording Secretary – Carlos Henriquez