



COLLECTIVE AGREEMENT

between

AGGRESSIVE TUBE BENDING INC.

and

SHOPMEN'S LOCAL UNION #712 OF THE

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS**

July 1st, 2019 to June 30th, 2024

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 the
first day of July 2019**

by and between:

**AGGRESSIVE TUBE BENDING INC.
9750 - 188th. Street
Surrey, B.C.**

(hereinafter referred to as the 'Company')

And

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

(Affiliated with A.F.L. - C.I.O. - C.L.C.)

(hereinafter referred to as the "Unions")

PURPOSE OF AGREEMENT

WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustments of grievances and disputes between the Company and its employees, (as referred to in Article 1 of this Agreement) to prevent waste, unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Company sufficient skilled workmen and, insofar as possible, provide for labours' continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal industry such 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:

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ARTICLE 1 - BARGAINING UNIT & UNION RECOGNITION

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

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

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

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

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural, Ornamental & 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 SECURITY

3.01 Each of the Company's employees, as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the forty-fifth (45) day following the effective date of this Agreement, or not later than the first day following the probationary period of his or her employment, whichever is the later.

Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing.

3.02 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.

3.03 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 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 two (2) full working 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.

3.04 As a condition of employment, each new employee will sign a check off authorization. The Company agrees to deduct from the first pay of each month from the earnings of every employee covered by this Agreement, a sum equal to the monthly dues as set forth in Subsection 3.05 below, and remit same to the Financial Secretary of the Union not later than the fifteenth (15th.) of the following 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.

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

Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such a date as a new Agreement is negotiated.

Such dues shall not be changed except in accordance with the provisions of the International Constitution and Bylaws of the Union, and in such event, said Financial Secretary shall notify the Company in writing.

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

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

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.

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

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

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

3.09 Under no circumstances shall a Chief Shop Steward or Stewards' Committee or any employee of the Company make any arrangements with Management,

Superintendent, General Foreman or Foreman, that will change or conflict in any way with any clause or section or terms of this Collective Agreement.

ARTICLE 4 - MANAGEMENT PREROGATIVES

4.01 Management's rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company; provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

4.02 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 the Agreement. The Company shall post on its bulletin boards and furnish each employee with a written or printed copy of all such rules and regulations and changes therein. The Company shall furnish the Union a copy of such printed or written matter directed at employees covered by this Agreement. The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committeeperson or Steward.

4.03 The Union recognizes that the Company may have certain obligations in its contracts with the Government and specific customers pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of any Security Agreement with the Government or said customers. Therefore, in the event that the Department of Defence Production, or any other Government agency or specific customer concerned with security regulations, advises the Company that any employee is restricted from work on, or access to, classified information or material, the Union will not contest any reasonable action the Company may take to comply with its security obligations to the Government or specific customer. If the Company is obliged to act under this clause the Union will be so informed.

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

4.05 Employees shall not engage in remunerative work for any other business which is in competition with the Company in any capacity which involves the sharing of proprietary information, 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.

ARTICLE 5 - HOURS OF WORK

5.01 This Article describes the regular work day and the regular work week, and is not intended and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. The regularly 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, day shift and afternoon shift.

5.02 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 6:00 p.m. and the regular work-week shall consist of forty (40) hours.

5.03 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 the hours of 6:00 a.m. and 6:00 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 seven and one-half (7 ½) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours. A premium of five percent (5%) per hour above employee's regular rate shall be paid for hours worked on the afternoon shift.

5.04 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.

5.05 The night shift (if any) which starts on Monday, shall immediately precede the day shift and the afternoon shift (if any) shall immediately follow the day shift.

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

5.07 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.

5.08 All employees must punch in and out of the shop on the time clock number assigned to them. Employees assigned to work at a work site other than the offices of the Company shall record their hours of work using a manual time sheet as directed and approved from time to time by the Company.

5.09 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 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 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.

5.10 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 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.

5.11 Senior employees shall be granted preference of shift when more than one shift is employed, provided plant continuity and productivity can be maintained.

ARTICLE 6 - OVERTIME

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

- **The first three (3) hours worked in excess of eight (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 hours worked on a Sunday shall be paid at double time.**
- **All work done on any General Holiday as declared by the Provincial Government of British Columbia, or day observed as such, shall be paid as provided for in the next succeeding Article.**

6.02 A ten (10) minute coffee break shall be granted at the end of the regular shift prior to commencing overtime, provided the overtime period is more than two (2) hours. Break to be paid at straight time.

6.03 In the event that an employee is required to work three (3) or more hours of overtime in excess of a normal work day, the Company will reimburse the Employee for a meal to the value of ten (\$10.00) dollars upon submission of a receipt for such meal.

The Employee will also have a fifteen (15) minute break to consume the meal, in lieu of the ten (10) minute break per clause 6.02 which will be paid by the Company on a straight time basis.

The Company shall provide a meal up to the value of ten dollars (\$10.00) on weekends and statutory holidays if assigned work exceeds four (4) hours unless employee is notified one (1) day in advance that he is required to work more than four (4) hours.

ARTICLE 7 - HOLIDAYS HOLIDAY PAY

7.01 Subject to the conditions contained in Subsection 7.02 below, employees who have been in the continuous service of the Company thirty (30) calendar days or more prior to a holiday shall be paid a regular day's pay. For the purpose of this Agreement, the following shall be recognized and observed as holidays:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Dominion (Canada) Day	B.C. Civic Day
Labour Day	Thanksgiving Day	Remembrance Day
Floating Day	Christmas Day	Boxing Day
Family Day		

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

****FLOATING DAY: Employees to receive one (1) floating holiday with 15 days' notice. To be eligible an employee must have completed six (6) months of employment with the Company.**

7.02 In order to be eligible to receive a regular days pay for any of the Holidays, or days observed as such, not worked as provided for in Sub-section 7.01 above, an employee must have been employed at least thirty (30) calendar days prior to the occurrence or observance of the Holiday in question and provided further, such employee must have worked for the Company on the last regular work-day immediately preceding and on the first regular work-day immediately following the

Holiday in question unless his or her failure to work for the Company on such day or days, was due to absence because of being on paid vacation, as hereinafter provided for in this Agreement, or because of confirmed illness or injury that occurred or commenced on the Holiday, the day immediately following the Holiday, or during the sixty (60) days immediately preceding the Holiday in question, or because of lay-off by the Company that commenced not more than thirty (30) days preceding the Holiday in question, or because of death in the immediate family (mother, father, spouse, children, brother, sister, grandparents, and in laws), or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to employees drawing WorkSafe BC or Weekly Indemnity Benefits.

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

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

ARTICLE 8 - RATES OF PAY AND WORK ASSIGNMENTS

<u>CLASSIFICATION</u>	Jul 1/19	Jul 1/20	Jul 1/21	Jul 1/22	Jul 1/23
(AAA) All around company approved tradesperson	36.15	37.05	37.98	38.74	39.71
(AA) Journeyman or company approved equivalent (Journeyman welder requires relevant fitting skills	34.65	35.51	36.40	37.13	38.06
(A) Welder A, Bender A, Utility A	33.29	34.12	34.97	35.67	36.56
(B) Welder B, Bender B, Utility B	31.65	32.44	33.25	33.92	34.77
(C) Welder C, Bender C, Utility C, Shipper/Receiver	28.49	29.20	29.93	30.53	31.29
(D) Welder D, Bender D, Utility D	25.35	25.98	26.63	27.16	27.84
(E) Production Worker 1, Helper 1	22.19	22.74	23.31	23.78	24.37
(F) Production Worker 2, Helper 2	19.00	19.48	19.97	20.37	20.88

Employees in Category (F) will advance to Category (E) upon completion of one (1) full year of service with the Company.

LEAD HANDS - A lead hand is an employee who is able and willing to instruct others in performance of their work, or who, because of exceptional skill and ability in the nature of his/her work, is so recognized by the Company.

To be paid two and one-half (2 ½ %) percent per hour above highest job classification which he supervises.

CHARGE HANDS – A Chargehand is an employee assigned to instruct and train others in the performance of their work and is held responsible for the quality and quantity of the work, taking appropriate corrective action as found required. To be paid at eight percent (8%) per hour above the highest job classification which he/she supervises.

The following definitions shall apply in the provisions regarding Chargehand:

“to train” - The organized and effective communication of information and/or instructions to improve the recipient employee’s performance, to help him/her attain and consistently apply the required level of knowledge and/or skill.

“taking appropriate corrective action as found required” – Upon discovery of a deviation from a planned work process, deciding and taking the organized step(s) required to bring the situation back within the acceptable planned work process. It is acknowledged this does not include the application of discipline; it is also specifically acknowledged that this does include the responsibility to cooperate fully and openly with management regarding the full facts of the situation

DESIGNATED FIRST AID ATTENDANT \$1.25 above own classification

The Company will pay the fee when a designated First Aid Attendant is retested for their certificate.

TRAVEL ALLOWANCE: One Dollar (\$1.00) per hour above classification, on Company approved site work.

8.02 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 are normally 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 be paid for the time engaged in 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.

8.03 There shall be no reduction in the wage rate of any employees for the duration of this Agreement, even though the employees may be receiving more than the minimum rate for the classification except as a result of a demotion made in accordance with the seniority provisions hereinafter set forth in this Agreement.

8.04 Any welding that is performed in confined spaces, (the definition of "confined spaces" - a vessel with only one opening) except when adequate ventilation system is provided, shall be paid for at the rate of an additional 25% of the applicable hourly rate for such work. Should any question arise as to the application of this section such conditions shall be determined by the Shop Steward and Foreman before such jobs continue.

8.05 Should the Company undertake new or different work operations not covered by the above classifications, such work operations shall be classified and the minimum wage rates established therefore through prompt negotiations between the Company and the Union and when such classifications and wage rates have been determined (it being understood such determination shall be made within thirty (30) days after commencement of such operations) the provisions thereof shall become effective as of the time such work operations commence or retroactive thereto.

ARTICLE 9 - PAY DAYS

9.01 Employees shall be paid by cheque or direct deposit, biweekly. When an employee is laid off or discharged, he shall be paid all wages due to him immediately, if possible, but not later than two (2) working days after termination. Employees who voluntarily quit shall be paid all wages due to them immediately, if possible, but not later than five (5) working days after termination.

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

9.03 In the event the Company desires to establish an "Incentive Bonus Plan" or similar Plan(s), these Plans shall be discussed with the Union Business Agent.

ARTICLE 10 - REPORTING PAY

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

Employees will standby for such hour if requested. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.

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

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

ARTICLE 11 - VACATIONS

11.01 - EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATIONS IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction month worked (max 10 working days)	4% Gross Pay
1 Year but less than 5 Years	2 Weeks	4% Gross Pay
5 Years but less than 10 Years	3 Weeks	6% Gross Pay
10 Years but less than 15 Years	4 Weeks	8% Gross Pay
15 Years but less than 20 Years	5 Weeks	10% Gross Pay
20 Years and Over	6 Weeks	12% Gross Pay

11.02 The above vacation percentages will be paid on total earnings for the year prior to the anniversary date of the employee.

11.03 Vacations shall not be cumulative, but must be granted and taken in the calendar year in which they are due. Vacations shall be granted at the time most desired by the employee in question with due regard for seniority and continuity for plant operations.

All vacations must be taken at a time agreeable to the Employer.

11.04 The Employer will post vacation schedules during the first two (2) weeks of January in each year. Employees shall select their vacation periods for that calendar year by March 31st and the Employer shall confirm the vacation scheduling by April 30th in each year. Should an employee not select his or her vacation by March 31st, he or she will not be able to use his or her seniority to bump another from his or her pre-selected vacation period.

ARTICLE 12 – INSURANCE MEDICAL AND DENTAL

12.01 Life Insurance & Accidental Death & Dismemberment:

- **Coverage: \$50,000**
- **Premium Division: Employee 100%**

Long Term Disability:

- **66.7% of your monthly salary to a maximum non-taxable monthly benefit of \$3,000.00 or 85% of your pre-disability net salary, whichever is less.**
- **Premium Division: Employee 100%**

Extended Health:

- **Twenty-five dollars (\$25.00) deductible per person to a maximum of \$50.00 per family in calendar year.**
- **Waiting Period: Three (3) months for new employees.**
- **Prescription Glasses: Coverage to be Four Hundred and Fifty Dollars (\$450.00) every two (2) years.**
- **Prescription Drug and Therapy Card**
- **Premium Division: Employer 60%/Employee 40% Cost Sharing.**
- **Premium Division: Employer paid 100% effective July 1, 2022**

12.02 MEDICAL COVERAGE:

- **Medical Services Plan of British Columbia Coverage will commence on the first day of the month following the month of employment.**
- **Premium Division: 100% Employer**

12.03 DENTAL COVERAGE

- **Basic Dental Coverage - 100%**
- **Major Dental Coverage of 50% with maximum of \$2,000 per year**
- **Waiting Period - Three (3) months for new employees**
- **Orthodontics – Coverage of 50% up to a maximum of \$2000.00 once in a lifetime, child dependents' only and Employee must have more than 2 years of seniority to qualify.**
- **Premium Division - Employer 100%**

12.04 WEEKLY INDEMNITY

- **\$525 per week based on (1-4-26)**
- **Waiting Period for new employees: 3 Months**
- **Premium Division: Employer 100%**

All of the above are subject to the insurance provider's term and conditions, and amounts as per wording in insurance provider's contract. (See Group Benefit Plan of Aggressive Tube Bending Inc.).

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

12.06 If a covered employee is off work due to a time loss injury and is accepted by the WC.B., the Company will pay the premiums for employee's Medical and Dental Plans for the duration of the employee's absence up to a maximum of one (1) year.

12.07 If a covered employee is absent from work due to a confirmed illness or injury which is not work related, the Company will pay the premiums for the employee's Medical and Dental Plans for such time as he is eligible for Weekly Indemnity Benefits.

ARTICLE 12(A) CANADIAN NATIONAL SHOPMEN PENSION FUND

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

(B) Said "Pension Fund" was established and exists for the purpose of providing pension benefits for eligible employees of firms represented for the purpose of collective bargaining by Shopmen's Local Unions of the International Association of Bridge, Structural Ornamental & 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 be 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 JULY 2019, and continuing until midnight JUNE 30, 2020, 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 Cents" (\$1.30), per hour.

Effective on the 1st. day of JULY 2020, and continuing until midnight JUNE 30, 2021, 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 PENSION FUND the sum of "One Dollar and Thirty-Five Cents" (\$1.35), per hour.

Effective on the 1st. day of JULY 2021, and continuing until midnight JUNE 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 PENSION FUND the sum of "One Dollar and Forty-Five Cents" (\$1.45), per hour.

Effective on the 1st. day of JULY 2022, and continuing until midnight JUNE 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 to said CANADIAN NATIONAL PENSION FUND the sum of "One Dollar and Fifty-Five Cents" (\$1.55), per hour.

Effective JULY 1, 2023, 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 SHOPMEN PENSION FUND the sum of "One Dollar and Sixty-Five Cents" (\$1.65), 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 Article.

ARTICLE 13 - ERECTION AND FIELD FABRICATION

13.01 No employee covered by this Agreement will be permitted to work on field fabrication, installation or erection work coming within the jurisdiction of an outside Local Union of the International unless granted written permission by the Business Agent or Secretary of the outside Local Union in the jurisdiction in which the work is to be performed. Local Union #712 shall endeavor in assisting the Company in receiving permission for outside work. The employee concerned shall receive the rate and working conditions applicable for such work.

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 forty-five (45) days' work 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.

New members to the Union shall be regarded as probationary employees until they have completed an aggregate total of ninety (90) days' work within a period of six (6) months from the first date of employment with the Company.

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 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 is based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise.

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

(b) Failure to report or return to work, when laid off in accordance with the following: any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employees, in writing by registered letter addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report to work, which shall not be less than five (5) working days, nor more than ten (10) working days after the mailing or sending of such notice. A copy of such notice shall be given to the Chief Shop Steward within twenty-four (24) hours after same is mailed or sent.

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

(c) Discharge for proper cause.

(d) If he resigns or quits.

(e) When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness.

14.02 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. Employees filling vacancies or obtaining promotions outlined above shall serve a trial period of ninety (90) working days in the new position.

If during this trial period the employee is considered to be unsuitable for the position, or if the employee feels that he cannot do the job, the employee shall be returned to his former position or one of equal rank.

14.03 In the 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 qualifications, skill, ability and efficiency. In the event that two or more employees are considered equal in qualifications, skill, ability and efficiency, then seniority shall be the deciding factor.

14.04 In all cases of reduction of forces, the employees affected and the Chief Shop Steward shall be notified at least two (2) work 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.

14.05 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.

14.06 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 three (3) months and sent to the Union Office. Any appeals from the seniority list as posted must be made within ten (10) regular work days of postings; otherwise the list will be considered final. If an employee is absent from work, because of being on vacation, confirmed illness or 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:

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

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

14.08 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.

14.09 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.

MOONLIGHTING – The Company and the Union agree in principal to discourage the practice commonly known as “moonlighting”. The term “moonlighting” shall refer

to an employee who regularly makes a practice of working for two or more employers, and for the purpose of this Agreement, the term "moonlighting" shall also refer to employees who take employment during their annual vacation.

Employees are permitted to moonlight, provided:

- They first advise the Company of their second employer and the hours that they will be required to work.
- The second employer is a registered employer with WorkSafeBC under which the employee is covered.
- In the Company's sole opinion and acting reasonably, moonlighting does not affect the Company's business or the employee's ability to perform his job.

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 (3) 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.

15.02 Bereavement Pay of three (3) days only will be paid by the Company for a death in the immediate family: spouse, children, mother and father. One (1) day will be paid by the Company for the death of: brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother and grandfather.

15.03 Any employee who, by order of any Court, is required to serve as juror for each such regular working day, shall be paid by the Company the difference between the

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

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

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

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 A Chief Shop Steward and one (1) Shop Steward from each department shall be appointed by the Union from among its members employed by the Company.

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, three (3) 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 after the signing of this Agreement of the names of its members who are appointed as Shop Stewards and shall within fifteen (15) days notify the Company when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of the Supervisors whom the Stewards should contact when seeking information or in connection with adjustments 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 job must first obtain permission from their Foreman.

16.03 Grievance as used on 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 1 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 General Foreman.. At this step the grievance shall be reduced to writing, giving all particulars including the applicable Article of the Agreement if interpretation or alleged violation of the Agreement is involved. The General Foreman 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 General Foreman, 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 representative. 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 ten (10) 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 1 of this Article shall be taken up on one day of each week to be mutually agreed upon. Grievances necessitating immediate action shall be handled during working hours without loss of pay to the Shop Committee.

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

ARTICLE 17 - ARBITRATION

17.01 Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the 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 gives notice of its desire to submit a grievance, 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 Director of Collective Arbitration Bureau 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, 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, 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. No employee shall be disciplined for refusing to cross a legal picket line.

ARTICLE 19 - JOINT COMMITTEE

19.01 A Committee represented by two (2) representatives of Aggressive Tube Bending and two (2) members of the employees, together with a union representative to meet on a bimonthly basis to review and discuss:

- a. Job Classification
- b. Classification Openings/Qualifications
- c. Operation efficiencies, man power, training, etc.
- d. Introduction of company policies and procedures

Minutes shall be maintained of these meetings and shall be posted on the employee's bulletin board.

ARTICLE 20 - PLANT VISITATION

20.01 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 with reasonable frequency, to investigate any matter covered by this Agreement. The Union shall endeavor to keep visits to non-working hours.

ARTICLE 21 - BULLETIN BOARDS

21.01 Bulletin Boards shall be made available in each department of 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 ensure that the Bulletin Boards are maintained in an orderly manner.

ARTICLE 22 - SAFETY AND HEALTH

22.01 The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment.

22.02 There shall be established a Safety Committee in accordance with the General Accident Prevention Regulations of the Workers' Compensation Act (B.C.) which shall be composed of not more than seven (7) persons selected by the Union, together with Management representatives. The Committeeman shall investigate any unsafe condition that may exist in his department, and shall report his findings to the Company's Supervisor and the Company agrees to make reasonable efforts to improve any safety and health defect which the Committeeman may report. Once each month a minimum of two (2) of the Union's Committeeman, together with Management's Representatives shall make a complete survey of the entire plant and shall report their findings and recommendations to the Company who agrees to make reasonable efforts to improve any safety defect which may exist. A copy of the Safety Report shall be mailed each month to the Union Office.

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

22.04 Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department or as soon thereafter as possible, and also report to the Department on returning to work.

22.05 The Company shall provide free of charge, the following items:

- 1. Safety glasses, goggles, shields and ear protection.**
- 2. Replacement of welding and burning lenses.**
- 3. Welding helmets damaged on the job will be replaced at Company expense.**
- 4. Safety hats complete with suspension.**
- 5. Employees assigned to perform work in outside departments will be supplied with rain gear.**
- 6. Each employee required to wear prescription glasses shall be reimbursed \$225.00 per year. The allowance can be carried over to a second year to give a total of \$450.00 maximum reimbursement over two years. Any portion not used in the first year can be carried over to the second year.**
- 7. Prescription lenses shall be replaced only on Doctor's notification that lenses have been damaged due to work performed. Lenses will not be replaced by the Company due to vision change. This reimbursement is limited to once per year per employee.**

8. Safety Boot Allowance up to a maximum of one hundred and fifty (\$150.00) dollars per year, carry over for 2 years to a maximum of \$300. This amount shall be reimbursed upon submission of invoice to the Company. Employee may choose to purchase boots at the Company designated retail outlet. Additionally, employees who terminate their employment within 12 months of receiving a boot allowance will reimburse the company for 50% of the allowance by way of deduction from their final pay. New employees must serve a six (6) month eligibility waiting period from their original start date.

9. The Company will continue to supply coveralls.

22.06 All items issued to employees as described in the above subsection will be on a sign-out basis. All such articles will be returned in good condition (fair wear and tear excepted). If such articles are not returned, the replacement cost shall be deducted from the employee's pay cheque.

22.07 Adequate washroom and lunch room facilities will be provided by the Company and kept in a sanitary condition. The Company shall supply towels, hot water, soap, and other supplies normally found in washrooms. Employees will cooperate by observing the simple rules of cleanliness.

22.08 Non-ticketed employees requesting a welding test will be provided with a coupon by the Company and test on their own time and pay for the cost of testing. Welding tests and retests for expired tickets, where required by the Company, will be paid for by the Company and done on Company time. Employees required to retest because of test failures shall retest on their own time and cost.

22.09 All employees required to have their own tools will submit to an inspection and provide a written list giving brand names where possible to his Foreman or person designated by the Company. Maximum of three (3) measuring tapes per calendar year will be replaced if required.

Any of the above tools damaged or worn out will be replaced at no cost to the employee when the above mentioned tools are given to the Foreman or person designated by the Company.

22.10 Any employee absent from work due to sickness or WorkSafe BC shall endeavor to notify the Company as to his/her status on a regular basis. Such employees shall endeavor to give the Company two (2) working days' notice of their intent to return to work.

ARTICLE 23 - TECHNOLOGICAL CHANGE

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

(a) Displacement of employees from employment with the Company, the Company will cooperate with Canada Employment Centre training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

(b) An employee being terminated will receive one (1) week's pay for each year of seniority in excess of three (3) years' seniority.

ARTICLE 24 - SEVERANCE PAY

24.01 When the employment of an employee is terminated by the Company due to permanent Plant closure for reasons other than those set out in Section 24.02 below, the Company, in addition to accrued vacation pay, shall pay an employee the following:

- one (1) week's pay for every two (2) years of service, over three (3) years up to a maximum of ten (10) week's pay.**

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

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

ARTICLE 25 - SAVING CLAUSE

25.01 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 26 - INTERIM AMENDMENT

26.01 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 in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Article 26; 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 26, 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 27 - DURATION OF AGREEMENT

27.01 This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of June 30, 2024 and unless written notice be given by either Party to the other at any time within the four (4) months immediately preceding such date of a desire for change therein or to terminate same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either Party to the other at any time within the four months immediately preceding the expiration of such contract year.

Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 27 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Article.

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

RATIFICATION AND ACCEPTANCE

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

**IN WITNESS WHEREOF, this Agreement has been executed by the parties
hereto this _____ day of _____ 2019.**

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

AGGRESSIVE TUBE BENDING INC.

President – Ken Learmont

Recording Secretary – Catalin Fota

LETTER OF UNDERSTANDING

BETWEEN: AGGRESSIVE TUBE BENDING

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

RE: AFTERNOON SHIFT – MODIFIED WORK WEEK

Four Day Afternoon Shift – For the duration of the current Agreement, it is understood by both Parties to this Agreement that while the Plant is operating two (2) shifts per day, the afternoon shift employees will work thirty-eight (38) hours per week on a four (4) day per week basis and will receive forty (40) hours at their regular straight time wage on the basis of ten (10) hours pay for each regular shift worked.

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

Afternoon shift employees that qualify for Statutory Holiday pay will be paid for then (10) hours.

A minimum of five percent (5%) per hour will be paid for hours worked on this modified work week.

Signed this _____ day of _____ 2019.

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

AGGRESSIVE TUBE BENDING INC.

President – Ken Learmont

Recording Secretary – Catalin Fota

LETTER OF UNDERSTANDING

BETWEEN: AGGRESSIVE TUBE BENDING INC.

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

RE: DAY SHIFT - MODIFIED WORK WEEK

Four day dayshift – For the duration of the current Agreement, it is understood by both Parties to this Agreement that while the plant is operating one or multiple shifts per day, there will be an alternate four (4) day dayshift in addition to the shifts outlined in Article 5 of the Collective Agreement. Four day work-days shall consist of ten (10) consecutive hours work, exclusive of the lunch period with pay for ten (10) hours, between 6:00 a.m. and 6:00 p.m. and the regular work-week shall consist of forty (40) hours.

The first (1) hour worked in excess of ten (10) in the day from Monday to Friday inclusive, shall be paid at time and one half.

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

Employees assigned by the company to a four (4) day work-week schedule and who qualify for Statutory Holiday pay will be paid for ten (10) hours.

Signed this _____ day of _____ 2019.

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THE INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL,
ORNAMENTAL & REINFORCING IRON
WORKERS**

AGGRESSIVE TUBE BENDING INC.

President – Ken Learmont

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