



Collective Agreement

Between

MARMON/KEYSTONE CANADA INC.

-and-

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND ORNAMENTAL IRONWORKERS
SHOPMEN'S LOCAL UNION #712**

**A Five-year Agreement,
effective December 1, 2019**

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AGREEMENT

THIS AGREEMENT, executed and effective as of the first day of December 2019, by and between:

**MARMON/KEYSTONE CANADA INC.
27447 -56th. Avenue
Langley, B.C.
(hereinafter referred to as the "Company")**

AND

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL and REINFORCING IRONWORKERS,
SHOPMEN'S LOCAL #712
(hereinafter referred to as the "Union")**

PURPOSE OF AGREEMENT

The purpose of this agreement is to provide for rates of pay, hours of work and other conditions of employment with the Company, and further, to avoid strikes, lockouts and to facilitate the peaceful adjustment of grievances between the Company and its employees, to prevent waste, unnecessary and avoidable delays and expenses and to maximize service to the Company's customers, all of which will serve the stability of employment for the employees covered by this Agreement.

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 This Agreement shall be applicable to the employees at and from 27447 - 56th Avenue, Langley, B.C., except office, sales and supervisory staff and those excluded by the Labour Relations Code employed by Marmon/Keystone Canada Inc.

This Agreement is not intended and shall not be construed to extend to office, clerical, sales, technical, guards, supervisors or employees engaged in our dealing with confidential matters.

1.02 Employees' regular jobs which are not in the bargaining unit shall not work on any jobs in the bargaining unit as set forth and described in Article 1.01, except for the purposes of training, instruction, the testing of new products or processes, demonstrating proper methods and procedures, performing work operations and during the taking of physical inventory or business emergencies of short duration, provided no bargaining unit employee is displaced from their regular job by reason of the use of non-bargaining unit personnel.

1.03 The chief shop steward or his designate shall provide a signup sheet that shall designate the employees from the bargaining unit that are available for emergency weekend call out work. This signup sheet shall be updated by the chief shop steward or designate on a bi-weekly basis and should contain accurate contact information. A copy of this completed signup sheet is to be given to the warehouse manager on each appropriate Friday. If the warehouse manager is not available, the signup sheet will be given to the Sales Manager or Regional Manager.

The Company shall contact by phone the two names at the top of the list in the event an emergency does occur.

In the event the two names from the top of the list decline the work, or cannot be reached, the Company may assign the emergency weekend work to a non-bargaining unit employee.

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers, the parent body of the Union (hereafter 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 bargaining agent for all employees as defined in Article 1.01 of this Agreement for the purposes 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.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Each of the Company's employees in the Unit, as defined in Article 1.01 hereof, shall, as a condition of employment, be or become a member of the Union not later than the thirty-first day following the beginning of their employment. Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing.

In the event that vacancies arise in positions covered under this Agreement, either as replacement hires or an increase in forces, the Company agrees to advise the Union of such vacancies. For a period of one working day, the Company further agrees to consider as applicants for such positions, individuals referred to the Company by the Union, after which time the Company may offer employment to other applicants.

New employees will be required to be registered at the Union Hall prior to commencement of work.

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 their membership in good standing therein as provided for in this Article, the Company shall discharge such employee.

4.03 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 4.04 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 employees to whom said monies are to be credited. Should any employee have no earnings due on their 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.

4.04 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. 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.

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

4.06 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.

4.07 Under no circumstances shall a Chief Shop steward or Stewards' Committee or any employee of the Company make any arrangements with the 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.

4.08 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* their membership in the Union in good standing. Should a member of the Union fail to maintain their 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 their continued employment, and with employee authorization, make the necessary deductions from the next pay cheque.

4.09 A Chief Shop Steward and one (1) Shop Steward shall be appointed by the Union from amongst its members employed by the Company.

4.10 The Chief Shop Steward and the Shop Steward 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.

ARTICLE 5 - MANAGEMENT PREROGATIVES - SHOP RULES

5.01 The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause; it being understood, however, the company shall not discipline or discharge an employee except for proper cause and any grievance or dispute in connection with the foregoing provisions of this sentence may be subject to the grievance procedure, as outlined in Section 16 of this Agreement.**
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall employees and to select employees for the positions excluded from the bargaining unit;**
- (c) Establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications, and may require medical examinations by an independent qualified physician for the following reasons:**
 - (i) in the case of new hires;**
 - (ii) in the case of employees returning to work after an injury or illness;**
 - (iii) to ensure that employees are physically able to perform their job.**
- (d) determine the location of operations, and their expansion or their curtailment, the direction of working forces, assign or reassign work or services to Various suppliers, the schedules of operations, the number of shifts; determine the products to be manufactured or distributed, the methods, processes and means of production, job content, *quality* and quantity standards, the establishment of work or job assignments; change or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and request employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations;**
- (e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.**

5.02 The Company shall not take disciplinary action without first warning the employee, unless the circumstance justify immediate suspension or discharge. Such warnings will be confirmed in writing to the Shop Steward within two working days of the warning being given.

The Company shall have the right to discharge, suspend or otherwise discipline employees for just cause. The Union shall have the right to grieve any discharge,

suspension or discipline of a regular employee. Upon discharging an employee, the company shall pay the employee in full within two working days. The Company will inform the Union of the discharge.

Written reprimands older than two years will not be used for the purpose of disciplining employees. If an employee does not have any written reprimands within the twelve month period prior to an occurrence requiring discipline, then written reprimands older than one year will not be used for the purpose of disciplining such employees unless these reprimands are directly related to the cause of the discipline.

5.03 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement or in a discriminatory manner against any employee or group of employees and the express provisions of this Agreement constitute the only limitations upon the Company's rights.

ARTICLE 6 - HOURS OF WORK

6.01 This Article describes the current workday and work week but is not intended and shall not be construed as providing for a guarantee of hours of work per day or per week or days of work per week.

6.02 The current hours of work for the warehouse employees are Monday through Friday, 7:00 a.m. to 3:30 p.m. and 9:30 a.m. to 6:00 p.m., with 30 minutes unpaid lunch break.

6.03 In the event the company goes to a two shift or three shift operation, (i.e., days, afternoons and/or nights), senior employees shall be granted preference of shift assignment, providing plant continuity and productivity can be maintained.

The hours of work for these shifts, subject to the provisions stated in Section 6.04, will be as follows:

- | | | | |
|-----|---------------|------------|-------------------------------------|
| (a) | Two shifts: | Days | 7:00 a.m. — 3.30 p.m. |
| | | Afternoons | 3.00 p.m. - 11.30 p.m. |
| (b) | Three Shifts: | Days | 7:00 a.m.- 3.30 p.m. |
| | | Afternoons | 3.00 p.m. — 11.30 p.m. |
| | | Nights | 11.00 p.m. - 7:30 a.m. the next day |

There will be a 30-minute unpaid lunch break on each shift.

By mutual agreement a modified afternoon shift can be worked on Fridays. This shift shall run from 10.30 a.m. to 7.00 p.m.

A modified four (4) day, ten (10) hours per shift, forty (40) hours per week, Monday through Friday work week may be utilized. The starting time and quitting time shall be set by mutual agreement between the Company and the Union. There will be a thirty (30) minute unpaid lunch break on each shift.

6.04 The starting and stopping times of the various shifts as herein provided for in Section 6.02 and 6.03 may be changed from time to *time* by mutual agreement between the Company and the Union.

In the event the Company decides to change employees' shift schedules, reasonable consultation and notice of not less than three (3) working days shall be given to the employees and the Union.

6.05 Employees are entitled to two 15-minute rest periods during their shift, one of which will occur during the first four hours of each shift. Such breaks may be staggered so as to provide continuous operation of the plant.

6.06 Shift Premiums

Employees, who work afternoon or night shift as outlined in Section 6.03, shall receive the following shift premiums for hours worked:

<u>Period</u>	<u>Afternoon Shift</u>	<u>Night Shift</u>
Effective Dec. 1/2008	\$0.80/hr.	\$0.80/hr.

There will be no pyramiding on the calculation of overtime rates. If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

ARTICLE 7 - OVERTIME

7.01 It is recognized that overtime is not generally required, but when unusual workloads arise, or absence due to illness occurs, employees may be requested to work overtime. This Agreement continues the recognition of the employees that overtime is, on occasion, necessary to meet unexpected customer needs.

Should the situation arise where members of the bargaining unit that are readily available refuse to work overtime, the Company may use non-bargaining personnel to perform the necessary work.

It is recognized that the working of overtime hours is voluntary with the exception of the annual taking of physical inventory.

7.02 (a) Overtime pay shall be calculated as follows for employees who are not on a flexible work schedule as per Article 6.03.

(i) 150% of the regular, hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. In a work week having a statutory holiday as defined in Article 8.01, the overtime will be calculated after thirty-two (32) hours worked in a week. In a work week where an employee has taken previously scheduled vacation time or a previously scheduled Quality Day, the vacation day(s) or Quality Day will be considered as hours worked for calculating overtime.

(ii) 200% of the regular, hourly rate for hours worked in excess of eleven (11) hours in a day or forty-eight (48) hours worked in a week. In a work week having a statutory holiday as defined in Article 8.01, the overtime will be calculated after forty (40) hours worked in a week. In a work week where an employee has taken previously scheduled vacation time or a previously scheduled Quality Day, the vacation day(s) or Quality Day will be considered as hours worked for calculating overtime.

(b) Overtime pay shall be calculated as follows for employees who are on a flexible work schedule as per Article 6.03.

(i) 150% of the regular, hourly rate for hours worked in excess of ten (10) hours a day or forty (40) hours worked in a week. In a work week having a statutory holiday as defined in Article 8.01, the overtime will be calculated after thirty (30) hours worked in a week. In a work week where an employee has taken previously scheduled vacation time or a previously scheduled Quality Day, the vacation day(s) or Quality Day will be considered as hours worked for calculating overtime.

(ii) 200% of the regular, hourly rate for hours worked in excess of eleven (11) hours in a day or forty-eight (48) hours worked in a week. In a work week

having a statutory holiday as defined in Article 8.01, the overtime will be calculated after forty (40) hours worked in a week. In a work week where an employee has taken previously scheduled vacation time or a previously scheduled Quality Day, the vacation day(s) or Quality Day will be considered as hours worked for calculating overtime.

7.03 End of shift overtime shall be assigned to employees currently at *work*. Planned overtime shall be rotated as equitably as practicable amongst the employees covered under this Agreement.

7.04 End of shift overtime shall be subject to a 10-minute break at the end of the regular shift, prior to commencing overtime, provided the overtime period is scheduled for more than one hour. The break period is paid at straight time.

7.05 Employees required to work more than four (4) overtime hours shall at the end of the first two hours, be provided with a Company paid meal, up to a value of \$7.00, with a 15- minute break to consume the meal which will be paid for by the Company at straight time.

7.06 Banking of overtime will be provided on the following basis:

- a) When an employee works overtime, they may select not to be paid for the time worked, bank the hours worked at the rate of one and a half times and credit it as lieu time.
- b) An employee who wishes to take advantage of the overtime lieu days must sign an authorization from prior to working the overtime.
- c) Lieu time shall be accumulated at the rate of one and a half times up to a maximum of forty (40) hours in any one calendar year and may be taken either individually or together but in a minimum of one day increments.
- d) When employee's request their lieu days off they shall do so with one week's notice and the company will endeavor to accommodate employees needs in that respect. See also article 12.02. The company will supply a reasonable explanation if the employee(s) are not granted the dates requested and company will provide other dates available to the employees for their selection.
- e) Should the employee decide not to use their accumulated lieu days they may request, with at least one weeks written notice, that the overtime pay earned be paid by separate cheque for the period ending June 30 and/or December 31.
- f) All accumulated lieu days not taken by December 31 of any year will be paid out on a separate cheque by January 15 of the following year.
- g) All payments made to the employee will be at the applicable overtime rate at the time it was earned.
- h) Shift premiums shall not be included in overtime calculations.

7.07 All work performed on Sundays shall be at double time.

ARTICLE 8 - HOLIDAY PAY (12 Statutory Holidays Per Year)

8.01 Subject to the conditions contained in subsection 8.02 below, employees who have been in the continuous service of the Company for 30 calendar days or more prior to a holiday shall be paid a regular day pay for the holiday which days are defined as follows:

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

and if declared by the Provincial and/or Federal Governments, one additional day will be granted. In the event such holidays should fall on a Saturday or Sunday, another day selected by the company, immediately before or after the weekend, shall be observed as the holiday in question. Any employee who has been laid off in accordance with Article 14, SENIORITY, and is recalled during the thirty (30) calendar day period immediately prior to a holiday, shall qualify for payment of said holiday providing all other conditions of Article 8 have been met.

8.02 In order to be eligible to receive pay for any of the holidays, or days observed as such not worked as provided for in subsection 8.01 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 their 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 layoff by the Company that commenced not more than thirty (30) days preceding the holiday in question, or because of death in the immediate family (current spouse, children, brother, sister, step brother, step sister, mother, father, parents-in-law, grandparents and grandchildren) or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to employees drawing Workers' Compensation or Weekly Indemnity benefits.

8.03 Should any of the foregoing holidays occur or be observed during the vacation period of any employee, such employee(s) be granted an additional consecutive day's vacation for each such holiday.

8.04 All work performed on any such holiday or day observed as such, will be paid at the rate of time and a half and the employees will be granted another day off with pay at straight time.

ARTICLE 9 - RATES OF PAY AND CATEGORIES

9.01 The rates of pay and categories for employees covered under this Agreement will be as stated herein.

EMPLOYEE LEVEL BASE HOURLY RATES, \$PER HOUR

<i>Position</i>	<i>Category</i>	<i>as of Dec. 1st 2019</i>	<i>as of Dec. 1st 2020</i>	<i>as of Dec. 1st 2021</i>	<i>as of Dec. 1st 2022</i>	<i>as of Dec. 1st 2023</i>
Warehouseman	A	32.50	33.10	33.70	34.30	34.95
Warehouseman	B	95% of Level A	95% of Level A	95% of Level A	95% of Level A	95% of Level A
Warehouseman	C	90% of Level A	90% of Level A	90% of Level A	90% of Level A	90% of Level A
Warehouseman	D	80% of Level A	80% of Level A	80% of Level A	80% of Level A	80% of Level A
Trainee	E	60% of Level A	60% of Level A	60% of Level A	60% of Level A	60% of Level A
Students		Min. Wage	Min. Wage	Min. Wage	Min. Wage	Min. Wage

9.02 The categories are herein described.

LEAD HAND

At the Company's option, there may or may not be a Lead Hand assigned to the "day shift". For other shifts, a Lead Hand will be assigned.

At no time will there be more than one (1) Lead Hand on a shift.

The premium for Lead Hand is \$1.00 per hour worked.

Where an employee is temporarily assigned the duties of Lead Hand, the premium paid will be applicable only when the assignment period is in excess of eight continuous work hours and will receive such premium from the first hour worked.

CATEGORIES Effective with hires after December 1, 2019:

E - No Experience

D- The completion of one (1) year continuous service at level E and the meeting of skill levels for this category.

C -The completion of two (2) years continuous service at level D and the meeting of skill levels for this category.

B - The completion of two (2) years continuous service at level C and the meeting of skill levels for this category.

A - The completion of one (1) years continuous service at level B and the meeting of skill levels for this category.

At the discretion of the Company, persons hired to fill vacancies within positions covered under this Agreement may be placed in a category deemed appropriate. Once hired such persons must meet the stated requirements before being eligible for advancement to a higher category.

STUDENTS A maximum of two students may be hired at any one time by the Company provided they are employed during posted vacation periods with allowances for training and continuity, and provided that no present employee is laid off who is willing to do the job.

Students will not participate In the Company benefit programs, nor will they be required to pay initiation fees to the Union. They will, however, be required to pay Union dues provided they work more than forty (40) hours a month.

ARTICLE 10 - PAY DAYS

10.01 Employees shall be paid by bank deposit on a regularly designated pay day. When an employee is discharged, they shall be paid all wages due to them within two working days. Employees who are laid off or voluntarily quit shall be paid all wages due within six (6) working days. Payment may be by cheque or bank deposit as the Company chooses.

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

ARTICLE 11 - REPORTING PAY

11.01 Any employee who is scheduled or required to and does report for work on any day and is not put to work for a least four (4) hours, shall be paid at the applicable straight time hourly rate or the applicable overtime rate for four (4} hours' actual work on that day, whichever is greater, 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 or other circumstances beyond the control of the Company. In this event one (1) hour would be paid if personal notification was not made. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.

11.02 Any employee injured while working for the Company who is sent to a doctor by the company, and returns to work during their 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 they shall on any subsequent day on which they perform work for the Company be requested by the doctor to take further treatment for such injury during their regular working hours, they 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 the Company giving particulars of employee's visit. Should an injured employee be admitted to a hospital or be instructed by the Company or by 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.

11.03 Any Employee absent from work for more than five (5) working days due to sickness or Workers' Compensation shall endeavor to notify the Company as to their status. Such employees shall give the Company two (2) working days' notice of their intent to return to work.

ARTICLE 12 - VACATIONS - ENTITLEMENT

12.01 The vacation year is from January 1st. through December 31st. of the same year.

Employees accruing vacation during one vacation year are entitled to take that vacation accrued prior to the end of the following vacation year.

Vacation pay will be accrued during the accrual year at the rate of 2% of gross earnings for each week of vacation time entitlement. Awards paid as part of the Quality program or other monetary awards not associated with work performed are excluded from the calculation of Vacation pay.

Vacation Entitlement is as follows:

- a) During the first year of service, an employee accrues vacation time at the rate of one day a month, up to a maximum of ten (10) days, for each month of service completed prior to the end of their first vacation year. This vacation must be taken during the following vacation year.
- b) After one year of continuous service, an employee is entitled to 10 days' vacation time during the following vacation year.
- c) After five years of continuous service, an employee is entitled to 15 days' vacation time during the following vacation year.
- d) After ten years of continuous service, an employee is entitled to 20 days' vacation time during the following vacation year.

- e) After seventeen years of continuous service, an employee is entitled to 25 days' vacation time during the following vacation year.
- f) After twenty-two years of continuous service, an employee is entitled to 30 days' vacation time during the following *vacation* year.

Vacations may be taken any time during the year, subject to management approval, and will be granted after due consideration has been given to other requests for absence during the same period.

Unused vacation will not be carried over into the following year, nor will compensatory pay be allowed for unused vacation time.

If an employee leaves the Company before taking vacation to which they are entitled, they will receive pay for that portion not taken in accordance with Federal and Provincial legislation.

12.02 Vacation Scheduling

Vacation scheduling will be arranged during the months of February and March of each year subject to the operational requirements of the business. The vacation planner schedule including individual vacation entitlements shall be posted by February 1st of each year. The vacation schedule of the employee shall not be altered except by mutual agreement of the Company and the employee or in the case of business necessity. The vacation planner shall indicate any limitations as to when vacation can be taken, and the number of employees permitted off any given classification or department.

The Company will permit the scheduling of no more than two employees at any one time for vacation absence during the period from the beginning of the third week of June through to the end of the second week in September. At all other times, except the last two weeks of September (during physical inventory), one employee may be scheduled for vacation absence at any one time.

Selection of vacation weeks will be by seniority and restricted to a *maximum* of two consecutive weeks by any one employee until all employees have selected their vacation period.

Once all employees have completed their selection, which *must* be done no later than the last day of March, then by seniority those having additional vacation weeks shall complete their vacation selection. This is to be confirmed by the last day of April.

Effective January 1, 2009 employees may schedule one week of vacation entitlement to be taken as single days outside of the period from the third week of June through the end of September and are *subject* to management approval and operational requirements. Requests for single day vacations must be submitted in writing not less than five (5) working days prior to the vacation date.

12.03 Statutory Holidays on Vacation

When a paid statutory holiday falls within an employee's annual vacation period, the employee will take the holiday as an additional day at the end of the vacation or at a later date by mutual agreement.

12.04 Unused Vacation

Unused vacation will not be carried over into the following year, nor will vacation pay be allowed for unused vacation time.

12.05 Vacation Pay on Termination

An employee who leaves the employ of the Company shall be paid vacation pay on the following basis:

1. any vacation pay outstanding in accordance with this Article, up to the employee's last anniversary date;
2. a percentage of wages earned for the period from the employee's last anniversary date to the date of termination based on the following:

After One year of Completed Service -

Ten days' vacation at four percent (4%) of gross earnings from date of last vacation.

After Five years of Completed Service -

Fifteen days' vacation at six percent (6%) of gross earnings since date of last vacation.

After Ten years of Completed Service -

Twenty days' vacation at eight percent (8%) of gross earnings since date of last vacation.

After Seventeen years of Completed Service -

Twenty-five days' vacation at ten percent (10%) of gross earnings since date of last vacation.

After Twenty-two years of Completed Service —

Thirty days' vacation at twelve percent (12%) of gross earnings since date of last vacation.

ARTICLE 13 - INSURANCE AND MEDICAL

13.01 The Company's current health and welfare plan available to employees in the bargaining unit shall be maintained during the life of this Agreement, provided the Company has the right to change insurance carriers during the life of this Agreement so long as equivalent coverage is provided with the new insurer.

13.02 Details of the health and welfare benefits shall be provided upon request to any employee and the Union.

They are outlined and described in the "Great-West Life Group Benefit Plan, B.C. Hourly Union Employees" booklet and the Marmon/Keystone Canada Inc. handbook entitled "Employee Handbook and Benefits Information, British Columbia Bargaining Group, dated December 1, 2011". (The exception being Retirement Plan which is covered under Section 13A of this Agreement). As a general information statement such coverage includes but is not limited to the following:

Emergency Leaves

Health Insurance (B.C. Medical and Extended Health Benefits)

Workers' Compensation

Short Term Disability (S.T.D.)

Long Term Disability (L.T.D.)

Dental Insurance

Life and A.D.D. Insurance

Business Travel Accident Insurance

The Company will reimburse the employee for the fee charged by the doctor for the completion of STD applications and subsequent notes or reports from the doctor as requested by the Company or its carrier.

The Company currently provides full coverage with the exception of Long-Term Disability where the employee pays \$0.11 per \$1,000. coverage to a maximum of \$2.20 per month.

Each employee will be issued a "drug card" for the purpose of obtaining approved and eligible prescriptions under a "direct submit" payment process.

13.03 Vision care benefit - Employees will be reimbursed up to \$335.00 every two (2) calendar years towards the purchase of prescription glasses, contact lenses or laser eye surgery upon submission of original receipts for themselves and eligible dependents.

13.04 It is understood and agreed that where benefits are provided by way of third party insurance or an administrative services only contract, the Company's primary obligation is limited to insuring the employees are enrolled in the plans in accordance with the plan rules and to pay its share of the insurance premiums or costs, whether they be 100% or otherwise. Disputes as to eligibility and coverage under such plans shall be between the employee and the contract provider, and not subject to the grievance and arbitration provisions of this Collective Agreement.

When requested, the Company agrees to not only assist the employee in areas of understanding or interpreting eligibility and coverage but will provide assistance in the submission of claims. In matters of dispute, and when requested by the employee in writing, the Company will make reasonable representations to the contract provider on behalf of the employee to seek timely resolution of the dispute

13.05 New employees will participate in B.C. Medical on the first day of the month following their date of employment.

For all other benefits, coverage becomes effective on the first day of the month immediately following three (3) months of continuous service.

ARTICLE 13A - PENSION PLAN
CANADIAN NATIONAL SHOPMEN PENSION PLAN

- (a) The “Company” and the “Union” signatory to this Collective Agreement individually and collectively agree that each will become a Contributing Employer and Participating Labour Organization, respectively, in the CANADIAN NATIONAL SHOPMEN PENSION FUN (hereinafter referred as the “Pension Fund”) and each agrees to become a Contributing Employer and Participating Labour Organization in said Pension Fund for the duration of this Collective Agreement, including any renewals or extensions thereof. Said CANADIAN NATIONAL SHOPMEN PENSION FUND and the “Agreement and Declaration of Trust” shall be considered as being a part of this Collective Agreement as though set forth herein at length.
- (b) Said Pension Fund was established and exists for the purpose of providing pension benefits for eligible employees of firms represented for the purpose of collective bargaining by Shopmen's Local Unions of the International Association of Bridge Structural and Ornamental Iron Workers. Therefore, the Company and the Union signatory to this Agreement agree to become 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) Effective December 1, 2019, 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 agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and zero cents (\$2.00).
- (e) Payments by the Company to the 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 Subsection 14.03 below, be regarded as probationary employees until they have completed an aggregate total of sixty (60) 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 successful completion of the aforementioned probationary period, employees shall have seniority in accordance with their length of continuous service from the date of hiring. Layoffs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of 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.

14.02 New members to the Union shall be regarded as probationary employees until they have completed an aggregate total of sixty (60) days of work within a period of six months from the first date of employment with the Company.

14.03 Seniority shall be lost, and employment shall be terminated in the event of:

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

2. Failure to report or return to work, when laid off in accordance with the following:

Any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employees, in writing by registered mail addressed to such address, when an opening is available for them in line with his seniority status. Such notice shall specify the date and hour to report to work, which shall not be less than five (5) working days,

nor more than fifteen (15) working days after the mailing or sending of such notice. A copy of such notice shall be given to the Chief Shop Steward within twenty-four (24) hours after same is mailed or sent. The employee shall reply by registered mail addressed to the Company, within three (3) working days after the mailing or sending of such notice, whether he will report to work at the time stated.

- 1. Discharge for proper cause.**
- 2. Resignation or quitting.**
- 3. 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 a disability that is active under Workers' Compensation or approved under the STD/LTD program.**

14.04 When a vacancy occurs or when a new job is instituted within positions covered under this agreement, the job vacancy will be posted on the Union bulletin board at least five (5) working days before such vacancy or new job is to be filled.

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 reestablished, 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.

Should there be a temporary slowdown or work shortage, the Company will consult with the Union as to layoffs or reduced work hours.

14.05 In all cases of reduction of forces, the employees affected and the Chief Shop Steward shall be notified at least two (2) days prior to the effective layoff 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.

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

14.07 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 workdays of postings; otherwise the list will be considered final. If an employee is absent from work because of being on vacation, confirmed

illness or layoff under seniority, the appeal must be made within ten (10) regular workdays of return to work. Such seniority list shall include the following:

4. Employee's name.
5. Employee's starting date.
6. Employee's regular classification.

14.08 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 and rate of pay of each such employee.

14.09 If an employee is transferred to a position outside the bargaining unit, for a period not to exceed twelve (12) continuous months, 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.

14.10 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.

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

15.01 Leaves of Absence

Leaves of absence without pay for compassionate reasons shall not be unreasonably withheld by the Company provided the employee has given as much advance notice as possible so that relief arrangements can be made. Any requests for leave of absence for compassionate reasons in excess of three days must be submitted in writing.

Leaves of absence for non-compassionate reasons must be made in writing at least two months in advance to the Company. Such leave shall be granted at the complete discretion of the Company. Any employee who, while on a leave of absence, works for another employer without having obtained permission to do so in advance by the Company and the Union shall be subject to discharge. Leave of absence for non-compassionate reasons will only be taken after all vacation entitlement has been used.

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 accumulated seniority provided work is available, and in any event, shall be re-employed as soon as work is available in accordance with such employee's seniority status.

However, such leave of absence will be granted provided the Company is given a minimum of one month's written notice. Failing to do so will be cause for not granting such leave of absence. Such leave of absence is restricted to one (1) employee at any one time.

15.02 Bereavement Leave

In the event of a death of an immediate family member, the employee will be given necessary time off, not to exceed three days, without loss of regular pay. Should the funeral of the immediate family member be out of province, the employee will be given 5 days paid leave to attend the funeral. At the Company's discretion, the employee may be asked to provide documentation that confirms the death of the immediate family member.

An immediate family member is considered to be: Current spouse, children (natural, adopted, foster and stepchildren), brother, sister, stepbrother, stepsister, mother, father, parents-in-law, grandparents and grandchildren. These days will be paid in anticipation that the employee attends the funeral on a regularly scheduled workday.

15.03 Jury Duty

Any regular full time employee 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.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 Procedure

Any difference concerning the interpretation, application, administration or alleged violation of the provision of this Agreement which cannot be resolved between the employee and their immediate supervisor, with or without the assistance of a Shop Steward, shall be addressed in the following manner:

Step 1 The employee concerned may, in the presence of his Steward, submit a grievance in writing to the Warehouse Superintendent or their designated alternate within ten (10) days of the knowledge of the circumstances giving rise to the grievance. The Warehouse Superintendent shall reply within three (3) working days after the grievance was submitted.

Step 2 Failing satisfactory settlement of Step 1, the Union's grievance representative shall submit the grievance in writing to the Regional Manager or their designated alternate within ten (10) working days of the receipt of Step 1 answer. The parties shall meet to discuss the grievance. The Regional Manager shall answer within ten (10) working days after the grievance meeting.

Step 3 Failing satisfactory settlement at Step 2, either party may refer the matter to arbitration. Such reference must occur within ten (10) working days

of the receipt of the Step 2 answer.

16.02 Group, Union, Policy or Discharge Grievances

Group, Union or Policy grievances shall be admitted at Step 2 of the Grievance Procedure. Termination grievances shall be admitted at Step 2 of the Grievance Procedure.

16.03 Grievor's Right to be Present

The Grievor may elect to be present at any stage of the Grievance Procedure.

16.04 Technical Errors or Omissions

No technical error or omission will render a Grievance in arbitrable.

16.05 Time to Process Grievance

It is agreed by the parties that adhering to the time limits in this procedure are mutually important for the order resolution of grievances, and time limits may only be waived by agreement, such agreement to be confirmed in writing. Time limits not adhered to may subject any grievance to a claim of abandonment by the Company or the Union.

16.06 The Shop Stewards provided for and mentioned in this Article 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 Procedure

Any grievance arising out of this Agreement which cannot be satisfactorily settled by the Company and the Union, pursuant to the grievance procedures as set forth in Section 16 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, be submitted to Arbitration:

1. Single Arbitrator Selection

The Parties agree that a single arbitrator shall be used as provided for in the *Labour Relations Code of British Columbia*. The Company and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice, as required in Article 16.

2. Failure to Agree

In the event that the Parties fail to agree on the choice of the arbitrator, they shall forthwith request the Minister of Labour of B.C. to appoint an arbitrator.

3. Arbitrator

The arbitrator shall hear the Parties and make their award within fifteen (15) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.

4. Decision Final and Binding

The decision of the arbitrator shall be final and binding on both Parties.

5. Costs

Each Party shall bear half (1/2) the cost of the arbitrator.

6. Powers of Arbitrator

The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract. 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 of construction shall be binding upon all parties.

ARTICLE 18 - STRIKES AND LOCKOUTS

18.01 The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it nor its representatives will, during the term of this Agreement authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slowdown 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, slowdown 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 "slowdown" 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. It is agreed that such visit shall not interfere with the production requirements of the Company.

ARTICLE 20 - BULLETIN BOARDS

20.01 A Bulletin Board shall be made available 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 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.

21.01A The Company holds warehouse safety meetings on a monthly basis. An agenda for the warehouse safety meetings shall be developed by the Company and presented to the Chief Shop Steward no less than two weeks in advance of the regular monthly Company safety meeting. This agenda will include provisions for warehouse safety concerns to be presented and discussed by the members at that safety meeting.

21.02 There shall be established a Safety Committee in accordance with the General Accident Prevention Regulations of the Workers' Compensation Act (B.C.) which shall be composed of not more than two (2) people selected by the Union, together with two (2) Management representatives. The Committee shall investigate any unsafe conditions that may exist in the department and shall report their findings to the Company's Supervisor and the Company agrees to make reasonable efforts to improve any safety and health defect which the Committee may report. Once each month one (1) of the Union's Committee, 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.

21.03 Any employee suffering injury or involved in an accident while in the employ of the Company must immediately report to the designated First Aid attendant for treatment, or as soon thereafter as possible. In addition, as promptly as possible they will advise the Company of such injury or accident.

21.04 The Company shall provide protective clothing and work equipment as required by the *Workers' Compensation Act* and in accordance with Company policy with regard to reimbursement for protective footwear.

The cost of one pair of prescription safety glasses, up to a maximum of \$200.00 (tax included), will be reimbursed to the employee. Subsequent prescription safety glasses will be only paid for at time of a doctor's approved prescription change.

Work boots and uniforms will be provided by the Company for all new warehouse employees at the commencement of their employment. Should employment terminate prior to six months of service, the cost of the boots and uniforms will be deducted from the final pay settlement. Subsequent to their first year, warehouse employees will be reimbursed for replacement of approved safety work boots with required metatarsal protection up to a maximum of \$250.00 (taxes included), per twelve-month period.

Uniform clothing shall consist of sufficient number of pieces to allow for cleaning and rotation of clothing items.

The Company reserves the right to contract out the supply of uniform clothing to a uniform rental company of its choice.

21.05 The Company agrees to provide adequate washroom and lunchroom facilities for the employees which shall be kept in a sanitary condition. Employees are expected to cooperate by observing the simple rules of cleanliness with regard to these facilities.

ARTICLE 22 - SAVING CLAUSE

22.01 It is assumed by the parties hereto that each provision of the 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 of provisions of this Agreement, the parties hereto agree to renegotiate 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 By agreement of the Parties hereto, the provisions of subsections (2) and (3) of Section 50 of the *Labour Relations Code* of the Province of British Columbia are specifically excluded.

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 for the 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.

ARTICLE 25 - SEVERANCE PAY

25.01 When the employment of an employee is terminated by the Company due to Plant closure for reasons other than those set out in Section 25.02 below, the Company, in addition to accrued vacation pay, shall pay the employee as follows:

Employees up to 10 years' service
Standards

Based on current Employment

Employees with 10 or more years' service 1 week of Regular wages for each
year of service to a maximum of 20 weeks

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 - LETTERS OF UNDERSTANDING

26.01 Any Letters of Understanding attached to this Collective Agreement shall form part of the Agreement and be binding on the Company, employees and the Union. The Union acknowledges, in particular, the importance of the Quality Improvement Process and the substance abuse policy; terms of both are appended to this Agreement.

The employees acknowledge the requirement to read and execute the substance abuse policy documentation.

ARTICLE 27 - DURATION AND TERMINATION

This Agreement, with any amendments thereto made as provided for therein, shall remain in full force and effect from the date of execution as shown below until midnight of November 30, 2024, 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 thereto 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 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 continuing 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 _____, 2020.

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

**FOR:
MARMON/KEYSTONE CANADA INC.**

President – Ken Learmont

Recording Secretary – Harry Toor

LETTER OF UNDERSTANDING

RE: THE QUALITY IMPROVEMENT PROCESS

The Company and the Union recognize the need to understand and agree to meet customer requirements in a quality environment. The Company and the Union acknowledge that all employees are responsible for quality and must formally be involved in Quality Improvement. This involvement takes the form of membership in Quality Improvement Meeting Units. As members of Quality improvement meeting Units, personnel are responsible for identifying and eliminating defects and errors in their work. Quality Improvement is a continuous process of identification, monitoring, analyzing defects and barriers and instituting corrective action to eliminate the defect or barrier. Once a defect has been eliminated, the process continues through the cycle.

The Company and the Union will cooperate in the development and continuation of the Quality process to eliminate defects and errors and strive for zero defects.

Dated this _____ / _____ day of, 2020

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

**FOR:
MARMON/KEYSTONE CANADA INC.**

President – Ken Learmont

Recording Secretary – Harry Toor

LETTER OF UNDERSTANDING

RE: TEMPORARY EMPLOYEES

The parties agree that the Company may employ one (1) temporary employee to perform bargaining unit work and one (1) temporary employee for each member absent due to disability for the duration of that disability. The Company agrees that no individual temporary employee will be employed in such capacity for more than six (6) continuous months.

The Company agrees that it will not utilize a temporary employee while a seniority member of the bargaining unit is on layoff.

Any temporary employee will be required to be a member of the Union and will be required to pay regular union dues. Any temporary employee will not accumulate seniority and will not be granted seniority status pursuant to Article 14.01.

Any temporary employee will be paid at least the Category D level unless the Company decides otherwise. Temporary employees are not entitled to any Benefits, except B.C. Medical. However, the Company will make the required contributions to the Union Pension Plan for each hour of pay paid to the temporary employee.

The Company agrees not to hire a new probationary employee while a temporary employee is employed. Should the Company determine that it intends to hire a new probationary employee, it will consider hiring an employee who is employed on a temporary basis, if one is so employed at the time. The failure to hire a temporary employee as a regular full-time employee shall not be grievable or arbitrable.

Where the Company does hire a temporary employee into a regular full-time position, the employee's date of hire will be his initial date of employment as a temporary employee, provided there is no break in service. The employee's seniority status, if any, shall be determined in accordance with Article 14.01.

A temporary employee may be laid off at any time providing that the Company provides such notice as required by the Employment Standards Act. A temporary employee may be discharged without just and reasonable cause provided that such discharge is not done in an arbitrary manner.

Dated this _____ / _____ day of, 2020

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

**FOR:
MARMON/KEYSTONE CANADA INC.**

President – Ken Learmont

Recording Secretary – Harry Toor

LETTER OF UNDERSTANDING

RE: SUBSTANCE ABUSE POLICY

A. General Statement

It has become increasingly clear that the misuse of alcohol and legal and illegal drugs is a significant problem. Marmon/Keystone recognizes its obligation to provide its employees with a safe and healthful work environment free from the risks created by employees who use alcohol and drugs.

Under this Substance Abuse *Policy*, an employee is strictly prohibited from:

1. Manufacturing, distributing, dispensing, selling, possessing, or using a controlled substance or illegal drugs while at work, on Company property, in Company vehicles, or while off the premises performing work for the Company; or
2. Reporting for work or performing work under the influence of a controlled substance or illegal drug; or
3. Using Company property or one's position to facilitate the manufacture, distribution, sales, dispensation, possession or use of a controlled substance or illegal drug.

If Marmon/Keystone has any reason to suspect that an employee is violating this policy, the employee may be asked to immediately submit to a search of their desk, locker, lunch box, brief case, packages, personal possessions, or other items on the premises which the employee has or has access to. Reason for suspicion will be based upon observation or evidence from two or more individuals.

Refusal to agree to a search or an inspection requested by the Company may be considered as insubordination and grounds for disciplinary action as deemed by the Company to be appropriate.

Any employee who violates any aspect of this policy by manufacturing, distributing, dispensing, selling, possessing, or using a controlled substance or illegal drug in the workplace or while performing work for the Company, by reporting to work or working under the influence of a controlled substance or illegal drug, by facilitating use or sales of a controlled substance or illegal drug on Company property may be subject to disciplinary action.

Appropriate disciplinary action for possession and use of drugs will be based upon the circumstances. The nature and severity of the discipline will be determined at the sole discretion of the Company. Such disciplinary action may include an oral or written warning, suspension, probation, and immediate termination. Violation of any aspect of this policy may also result in notification to law enforcement agencies.

Depending upon the circumstances, the Company may allow the employee to participate in drug counseling, rehabilitation, and/or an employee assistance program for the purpose of enabling the employee to permanently cease the prohibited conduct.

A. Employee Assistance program

Marmon/Keystone recognizes that employees who misuse alcohol or legal/illegal drugs may suffer from an illness. As a result, the Company encourages employees to seek professional assistance including medical treatment and psychological counseling.

The Company, with the scope of its benefits program, will assist the employee to every reasonable extent.

The Company also intends to provide ongoing educational programs which concentrate on the serious consequences of drugs and alcohol in the workplace. The Company will also provide information concerning community services available to deal with substance abuse.

Dated this _____ / _____ day of, 2020

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

**FOR:
MARMON/KEYSTONE CANADA INC.**

President – Ken Learmont

Recording Secretary – Harry Toor

LETTER OF UNDERSTANDING

RE: Ironworker Management

Progressive Action Cooperative Trust

(IMPACT) Program

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. 12.5 cents / hour over the length of a five (5) years agreement. The total contribution is equivalent to 2.5 cents / 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.

Dated this _____ / _____ day of, 2020

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