

"Leaders in Manufacturing with Pride, Dignity and Security"

MASTER AGREEMENT

Between

MINORU TRUCK BODIES LTD.

And

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

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

September 01, 2021 to August 31, 2026

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IRONWORKERS

Standards of Excellence

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker member and our commitment to be the most skilled, most productive and safest craft in the truck body manufacturing business.

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 September, 2021, by and between:

BETWEEN: MINORU TRUCK BODIES LTD.

11860 Machrina Way

Richmond, 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

(hereinafter referred to as the "Union")

PURPOSE OF AGREEMENT

WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes, lockouts and to facilitate the peaceful adjustment 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 expenses, and for the further purpose of at all times securing for the Company sufficient skilled workers 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 fabricating industry that fabricating costs may be as low as possible, consistent with fair wages and conditions and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

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

ARTICLE 1 - BARGAINING UNIT

- 1.01 This Agreement shall be applicable to all shop production and maintenance employees of the Company (hereinafter referred to as "employees") engaged in the fabrication of iron, steel and metal products, or in maintenance work in or about the Company's shops located at 11860 Machrina Way, Richmond, B.C., and to work done by such production and maintenance employees. This Agreement is not intended and shall not be construed to extend to office, clerical, sales, engineering, drafting people, guards, supervisors, or employees engaged, in or dealing with confidential matters, or to erection, installation or construction work or to employees, engaged in such work.
- 1.02 "Maintenance" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, plant and property, but is not intended to include major extensions or major remodeling or new construction or gardening.
- 1.03 Employees of the Company who are excluded from the bargaining unit set forth and described in subsection 1.01, except for the purpose of instructing employees, demonstrating proper methods and procedures 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 It shall be understood that where the male pronoun appears in this Collective Agreement in reference to employees it shall also refer to female employees.

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, the parent body of the Union (hereinafter referred to as the International'') is not a party to this Agreement or any amendments thereto, and said International, its officers, agents or representatives, shall not be responsible or liable for breach of this Agreement or any amendments thereto, where such breach has not directly or indirectly, been caused, authorized, ratified, advised or directed by said International, its officers, agents or representatives; and similarly, said International, its officers, agents and representatives shall have no right of redress against the Company for breach of this Agreement or any amendment thereto.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Company recognizes the Union as the exclusive representative and agent of all the Company's shop production employees as defined in Article 1 hereof, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 3.02 The Union or any of its members will not distribute propaganda or transact any other business of the Union on the Company's time except as approved by an authorized representative of the Company.
- 3.03 A Labour Management Committee shall be established, consisting to two (2) employees and two (2) representatives of the Employer. On the written request of any of its member(s), the Labour Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the work place that affect the parties or any employees bound by this Agreement.. The purpose of the Labour Management Committee is to promote the cooperative resolution of work place issues, to respond and adapt to changes in the economy, to foster the development or work related skills and to promote work place productivity.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Each of the Company's production and maintenance employees in the Unit, as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the ninetieth day following the effective date of this Agreement, or not later than the ninetieth day following the beginning of his or her employment, whichever is the later. Each employee shall, as a condition of continued employment, remain a member of the Union in good standing.

4.02 Upon receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained his membership in good standing therein as provided for in this Article, the Company shall discharge such employee and such employee shall not be re-employed during the life of this Agreement unless or until he or she complies with the provisions of this Article.

4.03 In the event of an increase of forces, the Company will notify the Union of the number and classifications of employees required and the Company shall have choice of selection of the available members. In the event that Shopmen's Local Union #712 is unable to supply the Company within forty-eight (48) hours with competent employees, the Company shall have the right to employ any available competent worker from any source, either within the Company or outside the Company, provided however, that such worker hired shall be registered at the Union office before commencing work.

4.04 As a condition of employment, each new employee will sign a check-off authorization. The Company agrees to deduct from the first pay of each month from the earnings of every employee covered by this Agreement, a sum equal to the monthly dues as set forth in Subsection 4.05 below and remit same to the Financial Secretary of the Union not later than the fifteenth (15th.) of the month in which the deduction is made, with a list in duplicate, of the names of the employees to whom said monies are to he credited. Should any employee have no earnings due him or her on the first pay in any month, such deduction shall be made from the next succeeding pay of the employee in question.

Upon receipt of such deduction and list, the Union's Financial Secretary shall receipt and sign one copy of the list and promptly return same to the Company.

4.05 The Union Dues, as of the date hereof, are an amount equal to one and three quarter (1 3/4) hours, plus the International Per Capita, pay received by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours' pay or more in any month shall have full dues deducted). Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such 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 claim which may arise in complying with the provisions of this Article.

4.06 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.

4.07 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.

4.08 Under no circumstances shall a Chief Shop Steward or Stewards' Committee or any employee of the Company covered by this agreement make any arrangements with a Company representative that will change or conflict in any way with any clause or section or terms of this Collective Agreement.

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

ARTICLE 5 - MANAGEMENT PREROGATIVES SHOP RULES

5.01 Management 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.

5.02 The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operation, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards, a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union a copy of all such printed or written 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 Committeeman or Steward. When the Company finds it necessary to lay off or discharge a Chief Union Steward, the Company shall notify the Union immediately or on the next working day.

5.03 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 customers 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.

5.04 Employees shall not engage in remunerative work for any other business which is in direct 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, programs, blueprints or trade secrets.

ARTICLE 6 - HOURS OF WORK

6.01 This Article describes the regular workday and the regular workweek, and is not intended and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. The regular scheduled workweek for each employee shall begin with the starting time of his or her regularly scheduled shift on Monday of each week as set forth herein. When more than one shift is employed, the shifts shall be named respectively, night shift, day shift and afternoon shift.

6.02 When only one shift is employed, a regular workday shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between 7:30 a.m. and 4:00 p.m. and the regular workweek shall consist of forty (40) hours.

6.03 When two shifts are employed, a regular workday for the day shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:30 a.m. and 4:00 p.m. and the regular work week for the day shift shall consist of forty (40) hour; the regular work day for the afternoon shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, and the regular work week for the afternoon shift shall consist of forty (40) hours. A premium of four percent (4%) per hour above employee's regular rate shall be paid for hours worked on the regular scheduled afternoon shift.

6.04 When three 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 7:30 a.m. and 4:00 p.m., a regular work week for the day shift shall consist of forty (40) hours; and a regular work week for the afternoon shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours and the regular work week for the afternoon shift shall consist of forty (40) hours; a regular work day for the night shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, and a regular work week for the night shift shall consist of forty (40) hours. A premium of five per cent (5%) per hour above employee's regular rate will be paid for hours worked on the night shift.

6.05 When shift changes are made, employees will be granted twelve (12) consecutive hours off duty between shifts. An employee, by order of the Company, who commences a new shift during twelve (12) consecutive hours will, be paid the applicable overtime rate for all such hours worked during the twelve (12) consecutive hours. Be it also understood that employees who have a shift change at company request, not lose any hours of work in the week in question.

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

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

6.08 The starting time and quitting time of the various shifts, and the length of such shifts as herein provided for, may be changed from time to time by mutual agreement between the Company and the Union. The Company may, in order to meet operational needs, alter the regular starting time of a shift by one (1) hour.

6.09 All employees must punch in and out of the shop on the time clock number assigned to them. This can only be done using their own employee number and the job numbers they may have been directed to use.

- 6.10 The foregoing provisions of this Article are not intended and shall not be construed as preventing overtime work, provided however, there shall be no discrimination in the assignment of overtime work and overtime shall be allocated as equitably as practicable among the employees qualified to perform the work in question, it being understood that employees assigned to perform a job during the regular work hours shall be given preference when overtime work is required on such jobs. It shall not be mandatory for an employee to work overtime. In emergency situations requiring overtime, employees will make all reasonable efforts to accommodate the Employer in these situations. It is agreed that the Union or any of its representatives will not attempt to dissuade, or prevent any employee from voluntarily performing overtime.
- 6.11 For the duration of this Agreement there shall be two (2) rest periods of ten (10) minutes' duration work stations 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 and food.
- 6.12 Senior employees shall be granted preference of shift when more than one shift is employed, providing plant continuity and productivity can be maintained.
- 6.13 Repair crews may be employed on a Tuesday to Saturday work week under the following terms:
- a) Five (5) consecutive eight (8) hour day shifts, Tuesday to Saturday inclusive, may constitute the regular work week of this shift.
- b) Sundays and Mondays then would be regular consecutive days off for this shift and any work performed on these days off shall be paid at overtime rates and conditions as provided for in this Collective Agreement.
- c) Repair employees on Tuesdays to Saturday shift, shall not perform on production processes on Saturday.
- d) The maximum numbers of repair employees employed on the Tuesday to Saturday work week shall be four (4).
- e) Employees working the Tuesday to Saturday shift will be paid five percent (5%) per hour over their regular classification for each hour worked on this shift.

ARTICLE 7 - OVERTIME

7.01 All work performed before or after the regular work hours on any shift and all work done in excess of the regular work day or regular work week shall be paid on the following basis:

The first three (3) hours in excess of eight (8) hours in one (1) day shall be paid at time and one half $(1\ 1/2)$.

All hours worked in excess of eleven (11) hours in one (1) day will 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 a day, shall be paid at time and one half $(1\ 1/2)$.

All work performed on a Sunday or Statutory Holiday shall be paid at double time (2X).

Employees required to work more than three (3) overtime hours, who have not been given at least one (1) days' notice of such scheduled overtime shall at the end of the first three (3) hours be provided with a meal up to a value of seven dollars (\$7.00) at the Company's expense with a fifteen (15) minute break to consume such meal which will be paid for by the Company on a straight time basis.

ARTICLE 8 - HOLIDAY PAY

8.01 Subject to the conditions contained in subsection 8.02 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 DayFamily DayGood FridayVictoria DayCanada DayBC Day

Labour Day Truth and Reconciliation Day Remembrance Day December 24th Thanksgiving Day Christmas Day

Boxing 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 mutually agreeable day 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 workday immediately preceding and on the first regular workday 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 layoff by the Company that commenced not more than thirty (30) days next preceding the holiday in question, or because of death in the family (mother, father, spouse, children, brother, sister, or 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 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) shall be granted an additional consecutive days' vacation for each such holiday.

8.04 All work performed on any such holiday or day observed as such, will be paid for at double time. In addition to such double time for work performed, each employee will be paid eight (8) hours at straight time rate for holiday pay.

ARTICLE 9 - RATES OF PAY AND WORK ASSIGNMENTS

9.01 Each of the Company's employees shall be classified in accordance with one of the following classifications which covers the class of work in which he performs for the Company.

Classification	Sept1/21	Sept1/22	Sept1/23	Sept1/24	Sept1/25
Tananarman					
Journeyman Over 500 Shifts	30.92	31.54	32.17	32.89	33.71
250 to 500 Shifts	29.90	30.50	31.11	31.81	32.61
0 to 249 Shifts	28.88	29.46	30.05	30.73	31.50
0 to 249 Shijis	20.00	29.40	30.03	30.73	31.30
Production Worker 1	27.71	28.26	28.83	29.48	30.22
Production Worker 2					
Over 650 Shifts	26.06	26.58	27.11	27.72	28.41
520 to 649 Shifts	25.22	25.72	26.23	26.82	27.49
390 to 519 Shifts	23.99	24.47	24.96	25.52	26.16
260 to 389 Shifts	22.41	22.86	23.32	23.84	24.43
130 to 259 Shifts	20.86	21.28	21.71	22.20	22.76
0 to 129 Shifts	19.35	19.74	20.13	20.58	21.09
Painter Journeyman	30.14	30.74	31.35	32.06	32.86
Painter 2					
Over 780 Shifts	27.71	28.26	28.83	29.48	30.22
650 to 780 Shifts	26.06	26.58	27.11	27.72	28.41
520 to 649 Shifts	25.22	25.72	26.23	26.82	27.49
390 to 519 Shifts	23.99	24.47	24.96	25.52	26.16
260 to 389 Shifts	22.41	22.86	23.32	23.84	24.44
130 to 259 Shifts	20.86	21.28	21.71	22.20	22.76
0 to 129 Shifts	19.35	19.74	20.13	20.58	21.09
Janitor	18.52	18.89	19.27	19.66	20.05
Helper	18.52	18.89	19.27	19.66	20.05
Lead Hand Premium (Above Classification Rate)	.50	.50	.50	.50	.50
Charge Hand Premium (Above Classification Rate)	.75	.75	.75	.75	.75
First Aid Attendant					
Level 3	.50	.50	.50	.50	.50
Level 2	.45	.45	.45	.45	.45

Students: Wage to coincide with the current provincial minimum wage

The Company will develop a skills-based review process for qualified employees to progress from Production Worker 2 to Production Worker 1 and from Production Worker 1 to Journeyman. The review process will be developed in consultation with the Charge Hand.

Employees who have completed 780 shifts at Production Worker 2 will be reviewed for promotion to Production Worker 1, in consultation with the Charge Hand and or other qualified shop employee.

Employees who have completed 500 shifts at Production Worker 1 will be reviewed for promotion to Journeyman, in consultation with the Charge Hand and or other qualified shop employee.

ARTICLE 10 - PAY DAYS

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

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

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 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 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 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 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, shall, for all time worked during such twelve hour period, be paid the applicable overtime rate therefore, or such employee shall receive four (4) hours' pay at the applicable overtime rate, whichever is the greater.

11.03 Any employee injured while working for the Company who is sent to a doctor by the Company's First Aid Department, 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.

11.04 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 his/her status. Such employees shall endeavor to give the Company two (2) working days' notice of their intent to return to work.

ARTICLE 12 - VACATIONS

12.01 Each of the Company's employees to whom this Agreement is applicable shall, in each year this Agreement remains in effect, receive a vacation with pay in accordance with the following provisions:

12. 02 Employees, based on their anniversary date, that have been in the continuous service of the Company, shall receive vacation as follows:

Years of Service	Vacation Days	% Gross
1 Year but less than 4 years:	2 weeks vacation	4%
4 Years but less than 10 years	3 weeks vacation	6%
10 Years but less than 20 years	4 weeks vacation	8%
20 Years and Over	5 weeks vacation	10%

12.03 Vacations shall not be cumulative, but must be granted and taken in the year in which they are due. Vacation requests must be submitted between November 1st and November 30th for the upcoming calendar year. All requests will be for a full week (Monday to Friday) only.

The Company will, by December 15th, review such requests and post an approved vacation schedule. When reviewing vacation requests for approval, the Company will give regard for seniority, provided however, the final allocation of vacation periods between March 1st and September 1st, as set out in 12.05, shall rest exclusively with the Company in order to insure continuity of plant operations.

Employees that do not submit requests for all of their vacation entitlement between November 1st and November 30th may, with a minimum of twenty-one (21) calendar days advance notice, request to take unscheduled vacation in full week increments. Such requests will be reviewed on a "first come - first serve basis". Such requests will not take precedent over approved vacations posted by the Company.

Employees may, with the permission of the Company take their vacation during some other period in the current calendar year. Employees entitled to two (2) and three (3) weeks' vacation may, with permission of the Company, take their vacations in non-consecutive weeks.

12.04 In the event an employee's employment relations are severed for any reason before such employee has received his vacation or vacation pay, such employee shall receive such vacation pay at the time his employment relations are severed.

12.05 Between March 1st and August 1st the maximum initial vacation to be taken by any employee is two (2) weeks and management reserves the right to limit the number of employees taking vacation during this time period to 20% of the applicable work force (by classification) on vacation in any one (1) week.

12.06 Approval of single day and mid-week vacation requests will be at the sole discretion of the Company. Requests for single and mid-week vacations will be on a "first come - first serve basis" and must be received no earlier than twenty-one (21) calendar days and no later than fourteen (14) calendar days prior to the requested time off.

ARTICLE 13 – INSURANCE AND MEDICAL

13.01 Life Insurance

13.01 Life Insurance		
Life	\$35,000.00	
AD&D	\$35,000.00	
Premiums	100% Employer Paid	
Waiting Period	Completed Probationary Period	
Carrier	Pacific Blue Cross or Equivalent	
* No dependent coverage		

13.02 BC Medical Services Plan

13.02 BC Medical Services Plan				
Premiums	100% Employer Paid			
Vaiting Period	Coverage will commence the first of the month following the month of employment.			
Carrier	BC Medical Services Plan (MSP)			

13.03 Extended Health

13.03 Extended Health				
Eligibility: 100% of all Covered Expenses				
Premiums	100% Employer Paid			
Waiting Period	Completed Probationary Period			
Carrier	Pacific Blue Cross or Equivalent			

13.04 Dental

	13.04 Dental
Basic	80% Max \$2000/year/person
Major Restorative	50% Max \$2000/year/person
Premiums	100% Employer Paid
Waiting Period	Completed Probationary Period
Carrier	Pacific Blue Cross or Equivalent
	Tuesde Blue Blue Blue Blue Blue Blue Blue Blu

Eye Examinations

The Company will pay up to sixty-five dollars (\$65.00) every two (2) years for eye examinations for employees who have completed their probationary period. This benefit will commence two (2) months following ratification of this agreement. Proper receipts will be required prior to reimbursement being made by the Company.

Changes to Benefits

Benefit levels as set out in this article will not be changed without mutual agreement between the Company and the Union.

EXTENSION OF BENEFITS

Employees laid off shall be covered until the end of the month of lay-off for the above plans.

Employees on Workers' Compensation shall be covered for total period of three (3) months.

An employee on leave of absence, temporary lay-off, may continue his coverage for a period of three (3) months by paying the full amount of 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 this Subsection, an employee must apply and remit payment to the Company prior to their billing date.

ARTICLE 13(A) CANADIAN NATIONAL SHOPMEN PENSION FUND

- (A) The "Company" and the "Union" signatory to this Collective Agreement individually and collectively agree that each will remain a Contributing Employer and Participating Labour Organization, respectively, in the CANADIAN NATIONAL SHOPMEN PENSION FUND (hereinafter referred to as the "Pension Fund") and each agrees to remain a Contributing Employer and Participating Labour Organization in said "Pension Fund" for the duration of this Collective Agreement, including any renewals or extensions thereof. Said CANADIAN NATIONAL SHOPMEN PENSION FUND and the "Agreement and Declaration of Trust" shall be considered as being a part of this Collective Agreement as though set forth herein at length.
- (B) Said "Pension Fund" was established and exists for the purpose of providing pension benefits for eligible employees of firms represented for the purpose of collective bargaining by Shopmen's Local Unions of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. Therefore, the "Company" and the "Union" signatory to this Agreement agree to remain participating entities in said "Pension Fund" for the purpose of providing pension benefits for the "Company's" employees included in the bargaining unit described and set forth elsewhere in this Agreement. By remaining a Contributing Employer in the "Pension Fund", the "Company" does not agree to be, and shall not be considered as, a fiduciary with respect to the "Pension Fund". The "Company" shall have no liability or obligation to the "Pension Fund" beyond its obligation to timely contribute, as set forth herein, and as may be set forth by federal or provincial law. The "Company" and the "Union" further agree to cooperate in informing participating employees and beneficiaries in the "Pension Fund" as to the benefits they are entitled to. Therefore, booklets, literature or other

pertinent information supplied by the "Fund Administrator" shall be distributed by the "Company" at its place of business to its covered employees.

- (C) Said "Pension Fund" shall, pursuant to and in accordance with the "Agreement and Declaration of Trust," be administered by a Board of Trustees and said "Pension Fund" adopted by said Trustees shall at all times conform with the requirements of the Income Tax Act (Canada) so as to enable the "Company" at all times to treat payments made to said "Pension Fund" as a deduction for income tax purposes.
- (D) Commencing on the 1st. day of SEPTEMBER, 2021, and continuing until midnight AUGUST 31, 2022, the "Company" agrees that for each hour of pay paid to each employee to whom this Agreement is applicable, for any reason provided for in this Collective Agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "eighty cents (\$.80)" per hour.

Commencing on the 1st. day of SEPTEMBER, 2022, and continuing until midnight AUGUST 31, 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 SHOPMEN PENSION FUND the sum of "eighty-five cents (\$.85)" per hour.

Commencing on the 1st. day of SEPTEMBER, 2023, and continuing until midnight AUGUST 31, 2024, the "Company" agrees that for each hour of pay paid to each employee to whom this Agreement is applicable, for any reason provided for in this Collective Agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "ninety cents (\$.90)" per hour.

Commencing on the 1st. day of SEPTEMBER, 2024, and continuing until midnight AUGUST 31, 2025, the "Company" agrees that for each hour of pay paid to each employee to whom this Agreement is applicable, for any reason provided for in this Collective Agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "ninety-five cents (\$.95)" per hour.

Commencing on the 1st day of SEPTEMBER, 2025, and for the duration of this Agreement, including any renewals 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 it, will pay said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "one dollar (\$1.00)" per hour.

- (E) Payments by the "Company" to said "Pension Fund", as provided for in the preceding Subsection, shall be transmitted by the "Company" to the Trustees of said "Pension Fund" no later than the 15th day of each month for the preceding month. Failure of the "Company" to make such monthly payments by the above stated date shall constitute a breach of this Agreement and shall additionally obligate the "Company" to pay to the Fund interest at the rate of 12% per annum from the date contributions are due until the date paid plus liquidated damages as may be provided in any collection policy approved by the Pension Fund's Trustees.
- (F) The terms of this Section may not be modified or amended in any manner by any other agreement. The "Company" and the "Union" hereby certify that they have not entered into, and will not enter into, any other agreements that would purport to modify any terms of, or obligations imposed upon, either of them by this Section.

ARTICLE 14 - SENIORITY

14.01 New employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this Article, shall, for the purpose of administering the provisions of subsection 14.03 below, be regarded as probationary employees until they have completed an aggregate total of one hundred and twenty (120) days' work within the period of nine (9) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. During the aforementioned probationary period, employees may be discharged or may be laid off without reference to length of service; and in either event, the Company shall be under no obligation to re-employ such person. Upon completion of the aforementioned probationary period, employees shall have a plant-wide seniority status in accordance with their length of continuous service from the date of hiring. Lay-offs due to lack of work, injury or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of the continuous service, as the term "continuous service" is used in, this Article, and the employee's seniority status shall not be affected by such interruptions; provided however, the continuous service of an employee and his seniority status based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise.

- 1. Absence from work without leave, as hereinafter provided for in this Agreement, for three (3) work days in a year, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control. This will not apply to employees away for legitimate illness.
- 2. Failure to report or return to work, when laid off in accordance with the following: Any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employees, in writing, or by telegram, or by courier addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report for work, which shall not be 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 mail or telegram addressed to the Company, within three (3) working days after the mailing or sending of such notice, whether he will report to work at the time stated.

- 3. Discharge for proper cause.
- 4. If he resigns or quits.
- 5 When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness.

When a full time vacancy occurs, or when a new full time job is instituted this job will be posted on all shop bulletin boards at least three (3) working days before such vacancy or new job is to be filled. In the event that training of employees is necessary in order to fill vacancies or new jobs, preference will be given to those employees who have the most seniority. After job postings have been answered by employees the Company has two (2) weeks to decide on the successful applicant.

14.02 In all cases of promotions (except to supervisory positions not covered by this Agreement) or demotions, when vacancies occur, when new jobs are created, when jobs are abolished or re-established, as well as in all cases of increase or decrease of forces, employees shall be given preference in accordance with their qualifications, skill, ability and efficiency. In the event that two or more employees considered equal in qualifications, skill, ability and efficiency, then seniority shall be the deciding factor. The Union may request in writing, within five (5) working days of the position being awarded, the relevant information used by the Company in determining the various employee applicants' level of qualifications, skill, ability and efficiency used in making a determination of the successful applicant. The Employer must supply this information in writing within five (5) working days of receipt of the request from the Union.

14.03 In the event of lay-offs, promotions and demotions, the employee and the Chief Shop Steward shall be notified at least two (2) work days prior. 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. This clause shall not apply to lay-offs of up to five (5) working days duration. In either case the Shop Steward shall be notified prior to the lay-off.

14.04 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 of work.

Such seniority list shall include the following:

- 1. Employee's name.
- 2. Employee's starting date.
- 3. Employee's regular classification.

14.05 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 badge of each such employee.

14.06 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.

14.07 Employees within the bargaining unit disabled in the Company's service or incapacitated by reason of age or infirmity, may be exempted by mutual agreement between the Company and the Union from the provisions of this Article, and may be given preference of such work as they are capable of performing.

ARTICLE 15 - LEAVES 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, who has completed their probationary period, 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 (3) 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 up to three (3) consecutive days only will be paid by the Company to employees who have completed their probationary period 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, mother-in-law, father-in-law. These days will be paid in anticipation that the employee attends the funeral on a regular work day.

15.03 <u>JURY DUTY:</u> Any regular full time (not on probation) employee who, by order of any Court, is required to serve as a juror shall for each such day, be paid by the Company for the difference between the amount he 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 any remaining hours of his shift.

The maximum amount of paid time that an employee may receive under this clause is twenty (20) working days.

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

Within twenty-four (24) hours of receipt of a summons the employee shall submit same to his or her immediate supervisor, which shall constitute proper notice that the employee will be absent from work on the day or days specified in the summons.

Any regular full time employee in receipt of a summons shall be placed on permanent day shift during the period he or she is required to serve in Court.

In any event the employee will return to work if he completes his Court duties during the hours of the employee's shift.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 A Chief Shop Steward and one (1) Shop Steward for each thirty (30) employees shall be appointed by the Union from amongst its members employed by the Company.

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 Supervisor whom the Stewards should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall, within fifteen (15) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their jobs, must first obtain permission from their Supervisor.

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

16.04 The Company, employee or Union must present all grievances with 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:

<u>STEP 1</u> - 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.

<u>STEP 2</u> - Upon receipt of the Foreman's reply or on the date when the reply should have been received, should the employee be dissatisfied with the Foreman's disposition of such complaint, the grievance may be referred to the Plant Superintendent. At this Step the grievance shall be reduced to writing, giving all particulars including the applicable section of the Agreement if interpretation or alleged violation of the Agreement is involved. The Plant Superintendent will answer the grievance in writing within five (5) working days or at a time mutually agreed upon. (Where the employee's Foreman does not report to a Plant Superintendent, then the employee's Foreman will handle Step 2).

<u>STEP 3</u> - Upon receipt of the Plant Superintendent's reply or on the date when the reply should have been received, should the Union be dissatisfied with the Plant Superintendent's disposition of such complaint, the grievance may be referred to the Works Manager of the Company, or in his absence, his representatives. The Works Manager will answer the grievance in writing within five (5) working days or at a time mutually agreed upon.

16.05 Grievances not processed from one step to another within five (5) working days shall be deemed to be settled.

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 some one day of each week to be mutually agreed upon. Grievances necessitating immediate action shall be handled during working hours without loss of pay to the Shop Committee.

16.09 The Shop Stewards provided for and mentioned in this Article 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 differences 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 single arbitrator as agreed to by the parties. In the event the parties cannot agree an arbitrator within one (1) week of such written request, then the arbitrator shall be selected by the Minister of Labour (B.C.) as provided for in the Labour Code of British Columbia.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision in writing. Such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do or refrain from doing anything required of them by the decision of the Arbitrator.

The expense of the arbitrator shall be borne equally by the Company and the Union.

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 arbitrator 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 and 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 arbitrator 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.

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, condone, cause, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises. The Union further agrees that any employee or employees participating in, taking part in, instigating of assisting in instigating such strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this Agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition of reduction or willful restriction of production by an employee which is within such employee's reasonable control. No employee shall be disciplined for refusing to cross a picket line.

ARTICLE 19 - PLANT VISITATION

19.01 Upon reasonable notice 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, and defining the reason for the visit, will be permitted to visit the Company's shop during working hours with reasonable frequency to investigate any matter covered by this Agreement.

ARTICLE 20 - BULLETIN BOARDS

20.01 Bulletin Boards shall be made available in the shop 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, provided, however, that all such notices must be approved by the Company.

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 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.
- 21.02 There shall be a permanent Safety Committee consisting of three (3) persons who shall be employees of the Company, selected by the Union, and an equal number of persons selected by the Company. This committee shall at regular monthly meetings, investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Company and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the committee may call to its attention.
- 21.03 The Company agrees to make reasonable provisions for the health of its employees while working for the Company.

21.04 Any employee suffering injury while in the employ of the Company must report immediately to his Supervisor and/or the First Aid Attendant as soon thereafter as possible. It is understood that all accidents must be reported to the First Aid Attendant before leaving the premises. An employee must report immediately to his Supervisor and/or First Aid Attendant on returning to work during the same shift. Any employee unable to return to work after outside medical aid must advise his Supervisor as to the extent of his injury or disability, as early as possible but not later than forty-eight (48) hours from the time of leaving work.

21.05(a) 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.
- (b) Upon ratification of this agreement, each regular full time employee who has completed six (6) months in each anniversary year will be entitled within thirty (30) calendar days of his next anniversary date as an employee to a safety shoe and clothing (gloves and coveralls) allowance of up to a total of four hundred dollars (\$400.00) upon ratification of this agreement. Proper receipts will be required prior to reimbursement being made by the Company.
- (c) Prescription Safety Glasses: For existing employees that provides one hundred and twenty-five dollars (\$125.00) reimbursement every two (2) years upon an acceptable receipt being given to the Company within thirty (30) calendar days of the second year.
- 21.06 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.
- 21.07 In keeping with the current status, adequate washroom and lunchroom 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 rest rooms. Employees will cooperate by observing the simple rules of cleanliness.

ARTICLE 22 - SAVING CLAUSE

22.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statute 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 23 - INTERIM AGREEMENT

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.

23.02 The giving of such written "Request for Interim Amendment" shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request

for Interim Amendment" submitted by either party under this Article 23, such disagreement shall not be reviewable under the grievance procedure set forth in Article 16, nor arbitrable under the arbitration provisions and procedure set forth in Article 17 of this Agreement.

ARTICLE 24 - TECHNOLOGICAL CHANGE

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

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 an employee the following:

Fifth Year of Service 1 Weeks Pay

Seventh Year of Service 2 Weeks Pay

Every 2 Year Thereafter 1 Additional Weeks' Pay to a maximum

of 10 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 - DURATION AND TERMINATION

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect from September 1, 2021 until midnight August 31, 2026 and unless written notice is 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 (4) months immediately preceding the expiration of such contract year. Any such notice as herein provided in this Article, whether specifying a desire to terminate or to change at the end of the current year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 23 hereof, it shall not prevent the continuous of this Agreement for an additional year even though given within the time prescribed in this Article.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this of 2022.		
For:	For:	
SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	MINORU TRUCK BODIES LTD.	
President – Ron Hume		-
Recording Secretary – Carlos Henriquez		-

LETTER OF ACCEPTANCE

Between

Minoru Truck Bodies Ltd.

And

Shopmen's Local Union #712 International Association of Bridge Structural, Ornamental & Reinforcing Iron Workers

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Recording Secretary – Carlos Henriquez

It is agreed between the parties that the Company will meet with a representative of I.M.P.A.C.T. and enter into meaningful discussions to have a better understanding of the program.					
Dated and Signed this day of	2022.				
For:	For:				
SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	MINORU TRUCK BODIES LTD.				
President – Ron Hume					

LETTER OF UNDERSTANDING

Between

Minoru Truck Bodies Ltd.

And

Shopmen's Local Union #712 International Association of Bridge Structural, Ornamental & Reinforcing Iron Workers

Re: Alternate Shift

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(a) When only two (2) shifts are employed, the second shift (afternoon shift) shall consist of four (4) equal shifts per week to a total of forty (40) hours worked, with pay for forty (40) hours.

Should any statutory holiday occur or be observed on this shift, eight (8) hours shall be paid for such holiday.

A premium of four percent (4%) per hour above the employees regular rate shall be paid for hours worked on the afternoon shift.

When three (3) shifts are employed, it is the Company's prerogative to revert the shift back as to the terms of the Collective Agreement (Article 6).

(b) The Company may implement a four (4) day operation for day shift. The preceding shall be by mutual agreement between the Union and the Company.

2022

Signed this day of	2022.
For:	For:
SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	MINORU TRUCK BODIES LTD.
President – Ron Hume Recording Secretary – Carlos Henriquez	

LETTER OF UNDERSTANDING

Between

Minoru Truck Bodies Ltd.

And

Shopmen's Local Union #712 International Association of Bridge Structural, Ornamental & Reinforcing Iron Workers

Production Worker I To Journeyman Skills Based Review Process

Skills and Abilities:

Must be able to use:

Hand Tools:

SAE tape measure, sockets, wrenches, hammer, clamps.

Power Tools:

SMA W welding, GMA W welding, hand drill, 4 ½ " grinder, screwgun, router, circular saw, electric shears, air drill, air impact wrench, air grinder, air hammer.

Shop equipment:

plasma cutter, oxy-acet. torch, assembly press machine, 20" cut-off saw, 14"/12"/10" chop saw, 12" table saw, 8" panel saw, shear, ironworker: (punch & form, shear, coper & notcher) drill press, pipe / F.B. bender, hand brake, port-o-power, roll-up Door installer, over-head hoists, body lifting hoist, forklifts, chain come-a-long puller, magnetic drill, I-beam roller, floor jig hydraulics, roof jig edge roller.

Must Have The knowledge & skills to:

Assemble and weld the rear B.H. components according to the work order requirements (satincoat or stainless steel)

Assemble and weld the floor jig components as required by the work order a) Step well spec. b) Wheel box spec c) Flooring

Assemble the roof jig components as required by the work order including a) Reefer rein. b) Skylights c) Roof vents

Assemble the side wall components as required by the work order including a) Doghouse spec. b) Side door spec. c) Wheel box d) Reefer reinforcing

Assemble all six components to produce a water-resistant box

Install roll-up doors (Todco, Whiting and Transglobal)

Install interior lining as require by the work order a) Plywood b) Kemlite c) Cargo control

d) Wearband

Prepare the chassis for loading a) Frame extension b) Longsill sizing

Install the body on to the chassis

Install options as required by the work order a) Toolboxes b) Tailgates c) Aux. batteries

Diagnose & Troubleshoot a) All tailgate problem b) Roll-up door problems

Repair bodies & optional equipment as required at the outdoor work stations.

The Company will develop a skills-based review process for qualified employees to progress from Production Worker 2 to Production Worker 1 and from Production Worker 1 to Journeyman. The review process will be developed in consultation with the Charge Hand.

Employees who have completed 780 shifts at Production Worker 2 will be reviewed for promotion to Production Worker 1, in consultation with the Charge Hand and or other qualified shop employee. Employees who have completed 500 shifts at Production Worker 1 will be reviewed for promotion to Journeyman, in consultation with the Charge Hand and or other qualified shop employee.

Signed this day of	2022.
For:	For:
SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	MINORU TRUCK BODIES LTD.
President – Ron Hume	
Recording Secretary – Carlos Henriquez	

LETTER OF UNDERSTANDING

Between

Minoru Truck Bodies Ltd.

And

Shopmen's Local Union #712 International Association of Bridge Structural, Ornamental & Reinforcing Iron Workers

<u>Production Worker II To Production Worker I</u> Skills Based Review Process

Skills and Abilities:

Must be able to use:

Hand Tools:

SAE tape measure, sockets, wrenches, hammer, clamps.

Power Tools:

SMA W welding, GMA W welding, hand drill, 4 ½ " grinder, screwgun, router, circular saw, electric shears, air drill, air impact wrench, air grinder, air hammer.

Shop equipment:

plasma cutter, oxy-acet. torch, assembly press machine, 20" cut-off saw, 14"/12"/10" chop saw, 12" table saw, 8" panel saw, shear, ironworker: (punch & form, shear, coper & notcher) drill press, pipe / F.B. bender, hand brake, port-o-power, roll-up Door installer, over-head hoists, body lifting hoist, forklifts, chain come-a-long puller, magnetic drill, I-beam roller, floor jig hydraulics, roof jig edge roller.

Must Have The knowledge & skills to:

Assemble and weld the rear B.H. components according to the work order requirements (satincoat or stainless steel)

Assemble and weld the floor jig components as required by the work order a) Step well spec. b) Wheel box spec c) Flooring

Assemble the roof jig components as required by the work order including a) Reefer rein. b) Skylights c) Roof vents

Assemble the side wall components as required by the work order including a) Doghouse spec. b) Side door spec. c) Wheel box d) Reefer reinforcing

Assemble all six components to produce a water-resistant box

Install roll-up doors (Todco, Whiting and Transglobal)

Install interior lining as require by the work order a) Plywood b) Kemlite c) Cargo control

d) Wearband

The Company will develop a skills-based review process for qualified employees to progress from Production Worker 2 to Production Worker 1 and from Production Worker 1 to Journeyman. The review process will be developed in consultation with the Charge Hand.

Employees who have completed 780 shifts at Production Worker 2 will be reviewed for promotion to Production Worker 1, in consultation with the Charge Hand and or other qualified shop employee. Employees who have completed 500 shifts at Production Worker 1 will be reviewed for promotion to Journeyman, in consultation with the Charge Hand and or other qualified shop employee.

Signed this day of	2022.
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SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	MINORU TRUCK BODIES LTD.
President – Ron Hume Recording Secretary – Carlos Hanriquez	

LETTER OF UNDERSTANDING

Between

Minoru Truck Bodies Ltd.

And

Shopmen's Local Union #712 International Association of Bridge Structural, Ornamental & Reinforcing Iron Workers

Re: Art.8.01

If a federal statutory holiday is added over the term of this collective agreement, Art.8.01 will not be enacted unless also legislated by the Provincial Government of British Columbia.

Signed this day of	2022.
For:	For:
SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	MINORU TRUCK BODIES LTD.
President – Ron Hume Recording Secretary – Carlos Henriquez	