



**“Leaders in Manufacturing with Pride, Dignity and Security”**

# **AGREEMENT**

**Between**

**TRAPP AVENUE INDUSTRIES LTD.  
DBA  
GEORGE THIRD & SON**

**And**

**SHOP 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.)**

**April 1, 2022 to March 31, 2025**

## Table of Contents

<b>ARTICLE</b>	<b>INDEX</b>	<b>Page</b>
	<b>Ironworkers Standards of Excellence</b>	<b>3</b>
	<b>Preamble and Purpose of Agreement</b>	<b>4</b>
<b>1</b>	<b>Bargaining Unit</b>	<b>5</b>
<b>2</b>	<b>International Not a Party to Agreement</b>	<b>5</b>
<b>3</b>	<b>Union Recognition</b>	<b>5</b>
<b>4</b>	<b>Union Security</b>	<b>6</b>
<b>5</b>	<b>Management Prerogatives – Shop Rules</b>	<b>8</b>
<b>6</b>	<b>Hours of Work</b>	<b>9</b>
<b>7</b>	<b>Overtime</b>	<b>10</b>
<b>8</b>	<b>Statutory Holidays – Holiday Pay</b>	<b>11</b>
<b>9</b>	<b>Rates of Pay and Work Assignments</b>	<b>13</b>
<b>10</b>	<b>Paydays</b>	<b>17</b>
<b>11</b>	<b>Reporting Pay</b>	<b>17</b>
<b>12</b>	<b>Vacations</b>	<b>18</b>
<b>13</b>	<b>Insurance, Medical and Dental</b>	<b>19</b>
<b>14</b>	<b>Canadian National Shopmen Pension</b>	<b>21</b>
<b>15</b>	<b>Erection and Field Fabrication – Moonlighting</b>	<b>22</b>
<b>16</b>	<b>Seniority</b>	<b>22</b>
<b>17</b>	<b>Leave of Absence</b>	<b>24</b>
<b>18</b>	<b>Grievance Procedure</b>	<b>25</b>
<b>19</b>	<b>Arbitration</b>	<b>27</b>
<b>20</b>	<b>Strikes and Lockouts</b>	<b>27</b>
<b>21</b>	<b>Plant Visitation</b>	<b>28</b>
<b>22</b>	<b>Bulletin Boards</b>	<b>28</b>
<b>23</b>	<b>Safety and Health</b>	<b>28</b>
<b>24</b>	<b>Technological Change</b>	<b>30</b>
<b>25</b>	<b>Severance Pay</b>	<b>30</b>
<b>26</b>	<b>Saving Clause</b>	<b>30</b>
<b>27</b>	<b>Interim Amendment</b>	<b>31</b>
<b>28</b>	<b>Duration of Agreement</b>	<b>32</b>
	<b>Ratification and Acceptance</b>	<b>32</b>
	<b><u>Letter of Understanding #1</u></b> <b>40 hours in the Work Week</b>	<b>33</b>
	<b><u>Letter of Understanding #2</u></b> <b>Hours of work in Prep Department</b>	<b>34</b>

# **IRONWORKERS**

## **Standards of Excellence**

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

As Union Ironworker members, we pledge ourselves to uphold our word, as given through our Collective Bargaining Agreement, and display the professionalism expected of our trade and Union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence.

It is a commitment to use our training and skills, each and every day, to produce the highest quality work worthy of our name and consistent with the collective bargaining agreement.

As an Ironworker member, I agree to:

1. Adhere to my responsibilities under the Collective Bargaining Agreement for start and quit times, as well as lunch and break times.
2. Allow my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns or any activities that affect our good name.
3. Respect the Customer's and Employer's rights, property and tools as I do my own.
4. Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.
5. Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.
6. Do my best to work in a manner consistent with the quality, productivity and safety of every task that I am assigned.
7. Do my best to help every co-worker return home safe at the conclusion of every shift. The Ironworkers' Standards of Excellence will increase the pride, the productivity and craftsmanship of every Ironworkers member throughout North America. This commitment will improve work place conditions, increase work opportunities, and help maintain our wages, benefits and standard of living. In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TRAPP AVENUE INDUSTRIES LTD  
DBA  
GEORGE THIRD & SON**

**(hereinafter referred to as the "Company")**

**AND**

**SHOP LOCAL UNION #712 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL & REINFORCING IRONWORKERS  
(AFFILIATED WITH A.F.L.C.I.O.C.L.C.)**

**(hereinafter referred to as the "Union")**

**DATE AND REFERENCE** - The Agreement is dated for reference April 1st, 2022, and named for reference "GEORGE THIRD & SON" - "IRONWORKERS SHOP LOCAL 712" COLLECTIVE AGREEMENT.

**PURPOSE OF AGREEMENT** - WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, (as referred to in Article 1 of this Agreement) to prevent waste, unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the company sufficient skilled workmen and, insofar as possible, provide for labours' continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal 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 maybe 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 in British Columbia, and to work done by such production and maintenance employees. This Agreement is not intended and shall not be construed to extend to office or clerical employees, salesmen, engineering staff, draftsmen, guards, supervisors, or employees engaged in or dealing with confidential matters, nor to erection, installation on 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 it is not intended to include major extensions or major remodeling.

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

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

## **ARTICLE 2- INTERNATIONAL NOT A PARTY TO AGREEMENT**

2.01 The International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, 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 and maintenance 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 may be provided for in this Agreement.

## **ARTICLE 4- UNION SECURITY**

**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 ninety-first (91st) day following the effective date of this Agreement, or not later than the ninety-first day following the beginning of his or her employment, whichever is the later. Each such production and maintenance employee shall, as a condition of continued employment, remain a member of the Union in good standing.**

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

**4.03 In the event of an increase in forces, the Company will notify the Union of the number and classifications of employees required and the Company shall have the choice of selection of the available members. In the event that Local Union #712 is unable to supply the Company with competent employees the Company shall have the right to employ any available competent worker, provided however that such workers hired shall be required to be registered at the Union office before commencing work.**

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

**In addition to the applicable hourly wage rate for each hour worked by employees, the Employer and employees shall equally share the total contribution of three eighths of one percent (3/8 of 1%) i.e. 12.5 cents per hour over the length of a five (5) year agreement. The total contribution is equivalent to 2.5 cents per hour, each year and should be submitted to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a non-profit, jointly trusted Cooperative Trust established pursuant to the laws of Canada and the United States. The general purposes of the Trust include improvement and development of the Union Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.**

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

**4.05 The union dues, as of the date hereof, are an amount equal to one and three-quarter (1 3/4) hours' pay plus the International per capita received by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours' pay or more in any month shall have full dues deducted). Classifications shown**

on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such date a new agreement is negotiated. Such dues shall not be changed except in accordance with the provisions of the International Constitution and By-laws of the Union and, in such event, said Financial Secretary shall notify the Company in writing. 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 The Company agrees that any present employee covered by this Agreement, employed by them at the date of signing of this Agreement, as a condition of employment, shall maintain his membership in the Union in good standing. Should a member of the Union fail to maintain his membership in good standing by being more than thirty (30) days in arrears with the payment of monthly union dues, the Union shall promptly notify the Company in writing, and the Company, upon receipt of such notification, shall inform the employee the conditions of his continued employment, and with employee authorization, make the necessary deductions from the next pay cheque.

4.09 Under no circumstances shall a Chief Steward of Stewards Committee or any employee of the Company covered by this Agreement make any arrangement with Management, superintendent, general foreman or foreman, that will change or conflict in any way with any clause or section or terms of this Collective Agreement.

## **ARTICLE 5 - MANAGEMENT PREROGATIVES - SHOP RULES**

**5.01 The management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations shall be vested exclusively in the Company. The Company shall also have the right, subject to the provisions of this Agreement, to schedule and assign work, and work to be performed, and the right to hire employees, transfer or lay off employees because of lack of work, or other legitimate reasons, suspend, demote, discipline or discharge for proper 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 shall be subject to the grievance procedures hereinafter in this Agreement set forth.**

**5.02 The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards and furnish each employee with a written or printed copy of all such rules and regulations and 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.**

**5.03 The Union recognizes that the Company may have certain obligations in its contracts with the Government 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.**

**Therefore, in the event that the Department of Defence Production, or any other Government agency 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 obligation to the Government. If the Company is obliged to act under this clause the Union will be so informed.**

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



## **ARTICLE 6 - HOURS OF WORK**

6.01 This Article describes the regular work day and the regular work week, and is not intended and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. The regular scheduled work week for each employee shall begin with the starting time of his or her regularly scheduled shift on Monday of each week as set forth herein. When more than one shift is employed, the shifts shall be named respectively, 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 and the regular work week shall consist of forty (40) hours.

### **Day Shift – Monday to Friday**

6:00am to 8:30am

8:30 to 8:45am Coffee Break

8:45am to 10:30am

10:30am to 11:00am Lunch Break

11:00am to 1:00pm

1:00pm to 1:15pm Coffee Break

1:15pm to 2:30pm

6.03 When two shifts are employed, a regular work-day for the day shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours and the regular work week for the day shift shall consist of forty (40) hours: a regular work day for the afternoon shift shall consist of nine and one-half (9 ½) consecutive hours, inclusive of the lunch period, with pay for ten (10) hours, and the regular work week for the afternoon shift shall consist of thirty eight (38) hours. A premium of three (3%) percent per hour will be paid for hours worked on the afternoon shift. Afternoon shift employees that qualify for Statutory Holiday pay will be paid for ten (10) hours.

### **Afternoon Shift – Monday to Thursday**

2:30pm to 5:00pm

5:00pm to 5:15pm Coffee Break

5:15pm to 7:00pm

7:00pm to 7:30pm Lunch Break

7:30pm to 10:00pm

10:00pm to 10:15pm Coffee Break

10:15pm to 12:30am

6.04 When shift changes are made, employees will be granted twelve (12) consecutive hours off duty between shifts. An employee, by order of the Company, who commences a new shift during the required twelve (12) consecutive hours will be paid the applicable overtime rate for all such hours worked during the twelve (12) consecutive hours.

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

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

6.07 All employees must punch in and out of the shop on the time clock number assigned to them.

6.08 The starting and quitting time of the various shifts, as herein provided for, may be changed from time to time by management as required. Management will provide one (1) weeks' notice to the modified start times and will notify the Union of the Change. Dayshift start times will be between 6:00am and 8:00am. Afternoon shift start time will be adjusted so there is no overlap in the two (2) shifts.

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

6.10 For the duration of this Agreement there shall be two (2) rest periods, of fifteen (15) minutes duration, workstation to workstation, one of which shall be during the first four (4) hours of each shift and the second during the second four (4) hours of each shift. During such rest periods each employee shall be paid the applicable hourly rate and no work shall be performed during such period or periods and the employees may, if they desire to do so, obtain, and consume refreshments or food.

6.11 CLEAN-UP - A five (5) minute clean-up of work area will be required at the end of each shift, unless, otherwise instructed by a supervisor.

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.

## **ARTICLE 7 - OVERTIME**

7.01 All work done 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 on any shift shall be paid overtime for the first eight (8) hours in the week at the rate of time and one-half. Any hours in excess of eight (8) hours overtime in the work week shall be paid at the rate of double time. All hours worked in excess of ten (10) hours in the day shall be paid at the rate of double time.

All work done on Saturday and Sunday shall be paid at the applicable overtime rates. Hours paid for the second and third shift shall be deemed to be hours worked for the application of this Article, except that the second shift (if any) shall complete its fifth regular work day in its scheduled work week on Saturday morning at straight time rates. For the application of this Article, the shift premium as provided for in Subsection 6:03 and 6:04 of the preceding Article shall be paid for on a straight time basis.

All work done on any General Holiday as declared by the Provincial Government of the Province of British Columbia, or day observed as such, shall be paid for as provided for in the next succeeding Article.

Employees required to work more than two (2) overtime hours shall at the end of the first two (2) hours, be provided with a meal up to a value of twelve dollars (\$12.00), 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.

The Company shall provide a meal up to the value of twelve dollars (\$12.00) on weekends and statutory holidays if assigned work exceeds four (4) hours unless employee is notified one day in advance that he is required to work more than four (4) hours.

7.02 In order to stabilize employment and to provide employees with a greater degree of job security, the Company agrees, wherever possible, to eliminate all overtime. In the event of a work shortage, the Company and the Union will discuss and consider ways and means to shorten the regular work day and/or the regular work week in preference to laying off employees. It is understood and agreed that the above mentioned sentence will not imply that the Company is permitted to unilaterally shorten the regular work-day or regular work-week as set forth in Article 6 - Hours of Work, of this Agreement.

7.03 A ten (10) minute coffee break shall be granted at the end of the regular shift prior to commencing overtime, provided period is more than one (1) hour. Break to be paid at straight time.

7.04 If the Company and Employees agree to banking overtime, Employees will have the option to bank their overtime dollars for future redemption under the following criteria:

- All overtime will be banked at the rate in which it is earned.
- All monies released from the OT bank will be paid out on regular pay dates only. No separate cheques will be issued.
- In order to redeem monies held in the OT account, employees will have to provide a written request specifying the dollar amount to be released a minimum of 7 days prior to the regular pay date.
- All monies held in the OT account will be paid out at the end of the calendar year. No carry over is allowed.

7.05 Each employee is entitled to forty (40) paid sick hours per calendar year (Doctor's note may be required)

## **ARTICLE 8 – STATUTORY HOLIDAYS - HOLIDAY PAY**

8.01 Subject to 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 Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day

Dominion (Canada) Day  
Labour Day  
Thanksgiving Day  
Remembrance Day

December 24<sup>th</sup>  
Christmas Day  
Boxing Day  
B.C. Day

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

**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 Sub-section 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 a full shift, pre and post Statutory Holiday for the Company, 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 (Doctor's note may be required upon return to work within one (1) week. Employer will reimburse for a Doctor's note) or injury that occurred or commenced on the Holiday, the day immediately following the Holiday, or during the sixty (60) days immediately preceding the Holiday in question, or because of lay-off by the Company that commenced not more than thirty (30) days preceding the Holiday in question, or because of death (reasonable proof such as obituary or death certificate may be requested by the Employer) in the immediate family (mother, father, spouse, children, brother, sister, grandparents, and in-laws), or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to employees drawing 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 will be paid eight (8) hours' pay for each such holiday in addition to his vacation pay and he will receive one (1) additional consecutive days' vacation for each such holiday.**

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

## ARTICLE 9 - RATES OF PAY AND WORK ASSIGNMENTS

### 9.01 CLASSIFICATION

	"A"	"B"	"C"
	April 1/22	April 1/23	April 1/24
<b>APPRENTICE TRAINED AND/OR COMPANY APPROVED JOURNEYMAN FABRICATOR</b> (one who is an apprentice trained and/or who is capable of fabricating all types of work normally fabricated in this plant and who is able to read blueprints required for such work.)	41.81	42.86	43.93
<b>FABRICATOR</b> (those not included in above classification)	39.69	40.68	41.70
<b>MACHINIST</b>	41.81	42.86	43.93
<b>ROLLS/PRESS OPERATOR</b>	41.81	42.86	43.93
<b>MAINTENANCE MECHANIC</b>	41.81	42.86	43.93
<b>WELDER</b> (must have valid CWB All Position Welding Ticket and be able to regularly perform "X" Ray Quality Complete Penetration welds.)	39.69	40.68	41.70
<b>CO 2 WELDER</b> (not qualified as above)	38.62	39.59	40.58
<b>WELDER "C" LEVEL</b> (not qualified as above)	36.73	37.65	38.59
<b>CNC/MULTI-TORCH/ELECTRONIC BURNER TABLE OPERATOR</b>	39.69	40.68	41.70
<b>YARD CRANE OPERATOR</b> (over 12T)	37.36	38.29	39.25
<b>BLACKSMITH</b>	37.36	38.29	39.25
<b>SAW OPERATOR</b>	36.09	36.99	37.92
<b>PAINTER</b> (must be qualified in all painting procedures and must be able to apply paints without supervision)	37.53	38.47	39.43
<b>PAINTER</b> (primer and dip tank)	35.32	36.20	37.11
<b>YARDMAN</b>	35.32	36.20	37.11
<b>PLATE SHEAR OPERATOR</b>	36.08	36.98	37.91
<b>MACHINE OPERATOR</b>	35.32	36.20	37.11
<b>HELPER</b>	23.30	23.88	24.48

**LEAD HANDS** – A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skills and ability in the nature of his/her work, is so recognized by the Company.

There are two (2) levels of Lead Hands:

- Level 1 – 3%
- Level 2 – 5% (After 3 years of Level 1 or if the Company deems they have sufficient experience)
- The Lead Hand Rate will be paid per hour above the employee's rate.

**CHARGE HANDS** – A Charge Hand is an employee assigned to instruct others in the performance of their work and is held responsible for the quality and quantity of the work.

There are two (2) levels of Charge Hands:

- Level 1 – 6%
- Level 2 – 8% (After 3 years of Level 1 or if the Company deems they have sufficient experience. Should they determine the employee does not have sufficient experience after 3 years – the Company will discuss with the employee an improvement plan)
- The Charge Hand Rate will be paid per hour above the employee's rate.

**INSPECTORS** – An Inspector is an employee assigned to by the Company to review the quality of work performed by others in the performance of their work and is held responsible for the quality of work performed by others.

There are 2 types of inspectors and 2 levels for each category of Inspector:

- Welder Level 1 - \$2.00 – Employee whose main duties are inspections (Employee that have Level 1 welding inspection certificate and/or years of experience in reading drawings)
- Welder Level 2 - \$3.00 – Employee whose main duties are inspections where they have a minimum of 5 years as a Level 1 and/or Level 2 weld inspection certificate and/or equivalent training and experience
- The Inspectors Rate will be paid per hour above the employee's rate.
- Fabricator Level 1 - \$2.00 – Employee whose main duties are inspections (Employee that has Inspection certificate/Training and/or a minimum of 5 years of experience in reading drawings)
- Fabricator Level 2 - \$3.00 – Employee whose main duties are inspections where they have a minimum of 5 years as a Level 1 and/or equivalent training and experience.
- The Inspectors Rate will be paid per hour above the employee's rate.

## **FIRST AID ATTENDANT**

(a) Designated First Aid Attendants will be paid an hourly premium as follows:

\$1.30 for Level #2 or better tickets  
\$0.25 for Level #1 tickets

(b) The Company will pay lost time wages when training and retraining up to a maximum of forty (40) hours at their classified regular hourly wage rate for required Industrial First Aid Certificates upon successful completion of the course.

**SURVIVAL TICKET** - Twenty-five cents (\$.25) above own classification rate. A holder of a Survival ticket will not qualify for study time.

### **IMPROVERS:**

#### **FABRICATORS, MAINTENANCE & ROLLS/BREAK PRESS OPERATORS**

To be paid 10% below the classification rate for the first twelve (12) months of improvership and 6% below the classification rate for the second twelve (12) months of improvership.

#### **MACHINE OPERATORS:**

Workers who are not able to use a machine for its intended purpose shall be required to become proficient within 2,000 hours. The rate of pay should start at 80% of full rate and move to 90% after 1,000 hours, then to full rate after 2,000 hours if they have become competent. If the worker still needs improvership, then they will stay at 90% for an additional 1,000 hours. (example: saw operator not able to produce miter cuts) Criteria to be developed with Company and Union.

#### **HELPER:**

Employees classified as Helper, who enter an improvership, other than a trades classification, shall be paid as follows;

- 1<sup>st</sup> 500 hours of worked time: Helper + 5%
- 2<sup>nd</sup> 500 hours of worked time: Helper + 10%
- 3<sup>rd</sup> 500 hours of worked time: Helper + 15%
- 4<sup>th</sup> 500 hours of worked time: Helper + 20%

Thereafter, the hourly rate for the assigned classification.

The regular incremental pay increases will be granted upon successful completion of hours of work.

All other improver classification rates shall be 6% below the classification rate for the first three (3) months of improvership.

### **WELDER TRAINING CLASSIFICATION**

The purpose of this classification is to establish a means of training new or existing employees, who are not classified as welders, but have attained at least a "C" welding ticket or equivalent. The program will consist of but not be limited to practical training in the following processes: SMAW, FCAW, SAW, STUD WELDING, GOUGING, HAND AND PORTABLE MACHINE BURNING. Once completing the training period the "trainee" will also be able to set up his/her welding machine with regards to the proper volts and amperage etc.

The theory portion of the welder training will consist of but not be limited to safety, material handling, welding symbols, data sheets, volts & amps, pre-heat, essential variables etc.

The training period will consist of three 1,000-hour periods. The rate of pay will be based on a Welder CO2 rate [Welder #2] as follows:

- 1<sup>st</sup> 1,000 hours - 70%
- 2<sup>nd</sup> 1,000 hours - 80%
- 3<sup>rd</sup> 1,000 hours - 90%

It is understood that the qualifying hours will be hours worked.

9.02 The Company may, at any time, temporarily assign any employee, or employees, to any class of work other than that on which he or they are normally employed, provided, however, that any employee so temporarily assigned in any one (1) day for one (1) hour or more, at a class of work for which the minimum wage rate herein specified is higher than his regular wage rate shall, for the time engaged in such work, be paid the minimum wage rate herein agreed to be applicable for such work; and provided further, that any employee temporarily assigned to a class of work which the minimum wage rate herein specified is lower than his regular wage rate, shall, while engaged in such work, be paid his regular wage rate.

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

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

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

9.06 Apprentices covered by this Agreement shall be given every opportunity to learn all phases of this industry and shall have at least four (4) months training in each department of the shop operation. A semiannual progress report shall be forwarded to the Union and one (1) copy given to the Shop Steward.

**Apprentice Ratio** - The maximum number of Apprentices to Journeymen in the shop shall not exceed:

**1 Apprentice to 3 Journeymen**



**Metal Fabrication Apprentice rates of pay will be as follows:**

**1st year - 60% for Journeyman Fabricator rate of pay  
2nd year - 75% for Journeyman Fabricator rate of pay  
3rd year - 90% for Journeyman Fabricator rate of pay**

**The above percentages will remain in effect for the duration of the government subsidy program. If the subsidy program is removed new Apprentices will begin training under the Department of Labour wage scale.**

**After successful completion of the first (1st) year, the Company will pay one third (1/3) of the wage difference between Government Grants and wages earned on a straight time basis for days fully attending authorized training school classes during the first (1st) year.**

**After successful completion of the second (2nd) year, the Company will pay one half (1/2) of the wage difference between Government Grants and wages earned on a straight time basis for days fully attending authorized training school classes during the second (2nd) year.**

**After successful completion of the third (3rd) year, the Company will pay two thirds (2/3) of the wage difference between Government Grants and wages earned on a straight time basis for days fully attending authorized training school classes during the third (3rd) year.**

**The above apprenticeship allowances will be paid provided the employee is qualified to receive E.I. benefits.**

## **ARTICLE 10 - PAYDAYS**

**10.01 Employees shall be paid by direct deposit or 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, within reason, if possible, but not later than four (4) working days after termination. Employees who voluntarily quit shall be paid all wages due, not later than five (5) working days after termination.**

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

**10.03 In the event the Company desires to establish an "Incentive Bonus Plan" such Plan shall be subject to negotiation and shall not be put into effect until mutually agreed to by the Company and the Union.**

## **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 so put such employee to work is occasioned by non-operation of the plant, or a substantial part thereof, as a result of fire, Act of God, failure of power or major breakdown of equipment. In this event one (1) hour would be paid if personal notification was not made. Employees will standby for such hour if**

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

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 (12) 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 the 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.

## **ARTICLE 12 - VACATIONS**

12.01 Employees will receive vacations and be paid for the vacations in accordance with the following schedule.

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Period</u></b>	<b><u>Vacation Pay</u></b>
Less than one Year	1 day for each major fraction month worked (max 10 working days)	4% Gross Pay
1 year but less than 3 years	2 Weeks	4% Gross Pay
3 years but less than 8 years	3 Weeks	6% of Gross Pay
8 years but less than 15 years	4 Weeks	8% of Gross Pay
15 years but less than 22 years	5 Weeks	10% of Gross Pay
22 years and over	6 weeks	12% of Gross Pay

12.02 The above vacation percentages will be paid on total earnings for the year prior to the cutoff date of June 30.

12.03.1. **No Carry Over** - Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement in the calendar year. The employee may elect to assign his vacation to any full week(s) on lay-off during the calendar year.

2. **Vacation List** - The Company will post a vacation eligibility list by January 1st on which employees will set out their preferences not later than April 1 Subject to the Company's production requirements and 3 below, senior employees will be given preference in selecting their vacation period. Seniority preference in selecting vacation periods will not apply after April 1<sup>st</sup>.

Management will advise the Shop Steward prior to April 15th should the necessity of maintaining production cause any employee's preference for vacation to be rescheduled.

The approved and assigned vacation schedule will be posted on April 15th. The posted vacation schedule may only be changed by mutual agreement.

**3. Vacation Scheduling** - Three weeks' vacation will, as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee concerned and the convenience of the employer, having regard to the necessity of maintaining production.

After all employees have had an opportunity to select their vacations during this period, and there are still weeks available, after April 1st the list will be re-circulated in order of seniority.

**4. When Payable** – Vacation pay is paid to all hourly employees on a biweekly basis.

**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.

## **ARTICLE 13 - INSURANCE MEDICAL AND DENTAL**

1. The benefits provided under this Article will be subject to the terms of the Collective Agreement and to the terms of the insurance contracts between the Company and the insurance carrier.

2. The Parties recognize that the insurance contracts may contain restrictions, exceptions, qualifications and other terms affecting entitlement to benefits. Questions regarding such restrictions, exceptions and qualifications will be determined by the terms of the insurance plans.

3. The Company will provide the Union with copies of the insurance contracts and benefit provisions with all carriers with which the Company contracts to provide coverage in fulfillment of the terms of the Collective Agreement.

### **13.01 - INSURANCE COVERAGE**

- Life Insurance \$75,000.00
- Accidental Death & Dismemberment \$75,000.00
- Weekly Indemnity \$525.00/week or fifty percent (50%) of weekly wages, whichever is greater (1-4-26)

Waiting period three (3) months for new employees. Premiums: Employer 100%.

- Long Term Disability benefit @ 2/3 of monthly earnings, rounded to the next \$1.00, up to a maximum of \$2,000.00 per month. – Waiting period three (3) months for new employees. Premiums: Employer 100%.

### **13.02 MEDICAL COVERAGE**

- Medical Services Plan of British Columbia.
- Extended Health Benefits/Prescription Drug Card  
Premiums: Employer 100%  
Coverage will commence the first of the month following the month of employment

### **13.03 DENTAL COVERAGE**

- A BASIC DENTAL COVERAGE 100%
- B PROSTHETICS, CROWNS, BRIDGES, ETC. 70%
- C ORTHODONTICS - 50% up to max \$2000 once in a lifetime. (Child dependents only)  
Premiums: Employer 100%

Coverage will commence the first of the month following three (3) months of employment

Coverage will cease on the day of lay-off and recommence on the first day of re-employment.

13.04 An employee on leave of absence or temporarily laid off may continue his coverage for three (3) months by paying the full amount of the Insurance, Medical and Dental premiums. The Company agrees to remit same with their regular group billing returns. In order for an employee to be eligible for the provisions of Subsections 14.01, 14.02 and 14.03, an employee must apply and remit payment to the Company prior to their billing date.

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

13.06 If a covered employee is absent from work due to a confirmed illness or injury which is not work related, the company will pay the premiums for the employee's Medical, Extended Health Benefits, Insurance and Dental plans for such time as he is eligible for Weekly Indemnity benefits up to a maximum of twenty-six (26) weeks.

## **ARTICLE 14 – 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 April 2023, and continuing until midnight March 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 bargaining agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and seventy (\$2.70) per hour.

Effective April 1, 2024, and for the duration of this Collective Agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective bargaining agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and seventy-five cents (\$2.75) per hour.

## **ARTICLE 15 - ERECTION AND FIELD FABRICATION**

**15.01** No employee covered by this Agreement will be permitted to work on field fabrication, installation or erection work coming within the jurisdiction of an outside local union of the International unless granted written permission by the Business Agent or Secretary of the outside local union in the jurisdiction in which the work is to be performed. The employee concerned shall receive the rate and working conditions applicable for such work.

**15.02 MOONLIGHTING** – The Company and the Union agree in principle to discourage the practice commonly known as “moonlighting”. The term “moonlighting” shall refer to an employee who regularly make a practice of working for two or more employers in similar industries and for the purpose of this Agreement, the term “moonlighting” shall also refer to employees who take employment during their annual vacation.

- a) In the Company’s sole opinion when this practice affects the Company’s business or the employee’s ability to perform his job.

**AND:**

- b) When in the Union’s sole opinion this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.

## **ARTICLE 16 - SENIORITY**

**16.01** New employees, including employees who are re-hired after a break in continuity of service with the Company, as hereinafter provided for in this Section, shall, for the purpose of administering the provisions of Subsection (16.03) below, be regarded as probationary employees until they have completed an aggregate total of three hundred sixty (360) hours of work within the period of six (6) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. During the aforementioned probationary period, employees may be discharged or may be laid off without reference to length of service; and, in either event, the Company shall be under no obligation to re-employ such person. Upon completion of the aforementioned probationary period, employees shall have a plant-wide seniority status in accordance with their length of continuous service from the date of hiring. Lay-offs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of continuous service, as the term "continuous service" is used in this Section, and the employee's seniority status shall not be affected by such interruptions; provided, however, the continuous service of an employee and his seniority status is based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise;

New members to the Union shall be regarded as probationary employees until they have completed an aggregate total of seven hundred twenty (720) hours of work within a period of six months from the first date of employment with the Company.

- A. 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.**
- B. Failure to report or return to work, when laid off in accordance with the following; any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employees, by a phone call and by registered mail, 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 less than five (5) working days, nor more than fifteen (15) working days after the 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 sent.**

**The employee shall reply by text, phone, email, or registered mail to the Company, within three (3) working days after the mailing or sending of such notice, whether he will report for work at the time stated.**

- C. Discharge for proper cause.**
- D. If the employee resigns or quits.**
- E. When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness.**
- F. When any vacancy occurs, or when a new job is instituted, the job will be posted on all shop bulletin boards, at least five (5) working days before such vacancy or new job is to be filled. In the event that training of employees is necessary in order to fill vacancies or new jobs, preference will be given to those employees who have the most seniority.**

**16.02 In all cases of promotions (except the shift charge hand and the supervisory positions not covered by this Agreement) or demotions, when vacancies occur, when new jobs are created, when jobs are abolished or re-established, as well as in all cases of increase or decrease of forces, employees shall be given preference in accordance with their length of continuous service, subject to their relatively equal ability to perform the work in question competently.**

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

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

**16.05 The Company shall post on its Bulletin Board lists showing the current seniority standing of each employee and shall furnish the Union a copy of such list. Revised lists will be posted every three (3) months and sent to the Union office. 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 lay-off under seniority, the appeal must be made within ten (10) regular workdays of return to work. Such seniority list shall include the following:

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

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

16.07 An employee transferred to a position in the Company outside the Bargaining Unit, shall maintain his/her accumulated seniority for a period of three thousand (3,000) hours for the time worked in the Bargaining Unit. He/she will accumulate additional seniority for the first one thousand (1,000) hours for time spent outside the Bargaining Unit. If he/she does not return to the Bargaining Unit within the three thousand (3,000) hours period indicated above, he/she would relinquish all seniority rights to the Bargaining Unit.

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

## **ARTICLE 17 – LEAVE OF ABSENCE**

17.01 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. The granting of such leave shall not be reasonably withheld. 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 leave of absence will be for a period of not more than forty-five (45) calendar days, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Any employee elected or appointed as a Union officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave without pay for a period of a single term of office, or three (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 the 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.



**17.02 BEREAVEMENT PAY** - Bereavement pay of three (3) days only will be paid by the Company for the death in the immediate family: mother, father, spouse and children. One (1) day will be paid by the Company for the death of: brother, sister, mother-in-law, father-in-law and grandparents. These days will be paid provided the employee attends the funeral on a regular workday.

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

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

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

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

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

**18.02** 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 Foremen 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 Foreman.

**18.03** 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.

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

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

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

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

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

**18.06** 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.

**18.07** 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 18.04.

**18.08** 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.

**18.09** The Shop Stewards provided for and mentioned in this Article 18 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 19 - ARBITRATION**

19.01 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 18.04 of the preceding Article of this Agreement, be submitted to a Board of Arbitration, composed in the following manner: One (1) member of the Board of Arbitration shall be selected by the Company and one (1) member selected by the Union within seven (7) working days after receipt of such written request. The two (2) Arbitrators so selected shall endeavor to agree upon a third (3rd) member of the Board of Arbitration, and in the event such third (3rd) member is not mutually agreed upon within two (2) weeks, such third (3rd) member shall be selected by the Minister of Labour (BC) as provided for in the Labour Relations Code of British Columbia and such third (3rd) member shall be Chairman of the Board of Arbitration. The Board of Arbitration shall hear and determine the difference or allegation and shall issue a majority 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 Board of Arbitration. The expense of the Arbitrator selected by the Company shall be paid by the Company; the expense of the Arbitrator selected by the Union shall be paid by the Union and the expense of the third (3rd) Arbitrator shall be borne equally by the Company and the Union.

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

## **ARTICLE 20 - STRIKES AND LOCKOUTS**

20.01 The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it nor its representatives will, during the term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises. The Union further agrees that any employee or employees participating in, taking part in, instigating or assisting in instigating such strike, picketing, sit-down, stand-in, or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this Agreement, shall be subject to discipline or discharge. The

term "slow-down" shall mean a condition of willful restriction or reduction of production by an employee which is within such employee's reasonable control. No employee shall be disciplined for refusing to cross a legal picket line.

## **ARTICLE 21 – PLANT VISITATION**

21.01 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.

## **ARTICLE 22 – BULLETIN BOARDS**

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

22.02 Shop Stewards shall ensure that the requirements as stipulated in this Subsection are adhered to and to ensure that the bulletin boards are maintained in an orderly manner.

## **ARTICLE 23 - SAFETY AND HEALTH**

23.01 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.

23.02 There shall be established a Safety Committee in accordance with the General Accident Prevention Regulations of the Workers' Compensation Act (BC) which shall be composed of not more than three (3) employees selected by the Union, together with Management Representatives.

The Committee shall investigate any unsafe condition that may exist in his department, and shall report his finding 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 a minimum of 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 emailed each month to the Union office.

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

23.04 Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Attendant.

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

- 1. Safety glasses, goggles, shields and ear protection.**
- 2. Replacement of welding and burning lenses.**
- 3. Welding helmets damaged on the job will be replaced at Company expense as long as the damage is not due to willful damage or neglect.**
- 4. Safety hats complete with suspension – when required.**
- 5. Employees assigned to perform work in outside conditions will be supplied with rain gear as required.**
- 6. Each employee required to wear prescription glasses shall be reimbursed \$250.00 per year. The allowance can be carried over to a second year to give a total of \$500.00 maximum reimbursement over two years. Any portion not used in the first year can be carried over to the second year. (Note: This benefit could be used by a dependent if employee doesn't use it.)**
- 7. COVERALLS - All employees required to wear coveralls, and said coveralls shall be supplied and cleaned by the Company. Employees are expected to take reasonable care of such clothing.**
- 8. SAFETY BOOT ALLOWANCE - The Company will provide a steel-toed safety boot allowance of five cents (\$0.05) which will be paid for each hour actually worked.**

**23.06 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.**

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

**23.08 Non-ticketed welders requesting a welding test will be provided with a coupon by the Company and test on their own time and pay for cost of testing. Welders required to retest shall retest on their own time and the Company will pay for the test if test is successful. At layoff, any employee classified as a welder whose ticket has expired during employment with the Company shall be provided with the facilities to retest on his own time and, if successful, the Company will pay for the test.**

**23.09 TOOL REPLACEMENT - All Journeymen and Improvers required to have their own tools will submit to an inspection and provide a written list giving brand names where possible to his Foreman or person designated by the Company.**

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

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

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

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

(a) Displacement of employees from employment with the Company. The Company will cooperate with Canada 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.

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

## **ARTICLE 25 - SEVERANCE PAY**

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

- 1 week's pay for every 2 years' service over 3 years up to a maximum of 10 weeks' pay.

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

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

## **ARTICLE 26 - SAVING CLAUSE**

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

## **ARTICLE 27 - INTERIM AMENDMENT**

**27.01 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 27; 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 27, such disagreement shall not be reviewable under the Grievance Procedure set forth in Article 18, nor arbitrable under the arbitration provisions and procedure set forth in Article 19 of this Agreement.**

**27.02 An advisory committee will be formed consisting of four (4) Employer representatives and four (4) representatives of the Union who shall meet as required by the Parties, but not less than four (4) times each year. This Committee shall be charged with:**

- 1) evaluating and ensuring proper training programs for Apprentices, and**
- 2) reviewing the present insurance and dental plans with respect to controlling abuses and costs.**

**In no instance shall the Committee have the authority to amend any provision of the Collective Agreement.**

## **ARTICLE 28 - DURATION OF AGREEMENT**

28.01 This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of March 31, 2025, and unless written notice be given by either Party to the other at any time within the four (4) months immediately preceding such date of a desire for change therein or to terminate same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either Party to the other at any time within the four (4) months immediately preceding the expiration of such contract year. Any such notice as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 27 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Section.

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

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

Dated at \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

SHOP LOCAL UNION #712 OF THE  
INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL &  
REINFORCING IRON WORKERS

TRAPP AVENUE INDUSTRIES LTD  
DBA  
GEORGE THIRD & SON

\_\_\_\_\_  
President – Ron Hume

\_\_\_\_\_  
Andrew Sly

\_\_\_\_\_  
Rec. Secretary – Carlos Henriquez



**LETTER OF UNDERSTANDING # 1**

**Between**

**TRAPP AVENUE INDUSTRIES LTD  
DBA  
GEORGE THIRD & SON**

**And**

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

**Re: FORTY (40) HOURS OF WORK IN THE WORK WEEK**

The Parties agree that a shop employee can make up lost time that resulted from missed work hours during the week, by working to make up hours outside of regular times. After an employee completes 40 hours of regular time during the week, they will then qualify for overtime.

Statutory Holidays, Vacation Holidays, paid sick leave, or any other paid time off same, shall be considered hours worked.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

**TRAPP AVENUE INDUSTRIES LTD  
DBA  
GEORGE THIRD & SON**

\_\_\_\_\_  
President – Ron Hume

\_\_\_\_\_  
Andrew Sly

\_\_\_\_\_  
Recording Secretary – Carlos Henriquez

## **LETTER OF UNDERSTANDING #2**

**Between**

**TRAPP AVENUE INDUSTRIES LTD  
DBA  
GEORGE THIRD & SON**

**And**

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

### **Re: HOURS OF WORK IN THE PREP DEPARTMENT**

The intent of this LOU is to remove the main pinch point that may occur from time to time due to extreme workload. The flexibility of operating the equipment up to 24/7 will create a smooth flow through the early stages of manufacturing, allowing the Company to stay ahead of any assignments.

All parties agree to modify the hours of operation in the "prep department" as needed. Specifically, the CNC Processing Equipment.

- Day Shift A: Monday to Friday 6:00am -2:30pm
- Day Shift B: Monday to Thursday 6:00am -4:30pm
- Afternoon Shift: Monday to Thursday 2:30pm -12:30am
- Weekend Shift: Friday to Sunday 6:00am -6:00pm

**Day Shift A – Monday to Friday 6:00am -2:30pm (Refer to Article: 6.02)**

**6:00am to 8:30am**

**8:30 to 8:45am Coffee Break**

**8:45am to 10:30am**

**10:30am to 11:00am Lunch Break**

**11:00am to 1:00pm**

**1:00pm to 1:15pm Coffee Break**

**1:15pm to 2:30pm**

**Day Shift B - Monday to Thursday 6:00am to 4:30pm**

**6:00am to 8:30am**

**8:30 to 8:45am Coffee Break**

**8:45am to 10:30am**

10:30am to 11:00am Lunch Break  
11:00am to 1:00pm  
1:00pm to 1:15pm Coffee Break  
1:15pm to 4:30pm

Afternoon shift – Monday to Thursday 2:30pm -12:30am (Refer to Article: 6.03)

2:30pm to 5:00pm  
5:00pm to 5:15pm Coffee Break  
5:15pm to 7:00pm  
7:00pm to 7:30pm Lunch Break  
7:30pm to 10:00pm  
10:00pm to 10:15pm Coffee Break  
10:15pm to 12:30am

Weekend Shift – Friday to Sunday 6:00am -6:00pm

6:00am to 8:30am  
8:30 to 8:45am Coffee Break  
8:45am to 10:30am  
10:30am to 11:00am Lunch Break  
11:00am to 1:00pm  
1:00pm to 1:15pm Coffee Break  
1:15pm to 3:30pm  
3:30pm to 3:45 Coffee Break  
3:45pm to 6:00pm

Weekend Shift Statutory Holidays will be paid for 13.34 hours (1/3 of work week)

It is further understood, when these shifts are required, another classified worker may be required to work same hours to comply with governing safety legislation, understanding the worker does not conflict with other Articles in the Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2022

SHOP LOCAL UNION #712 OF THE  
INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL &  
REINFORCING IRON WORKERS

TRAPP AVENUE INDUSTRIES LTD  
DBA  
GEORGE THIRD & SON

\_\_\_\_\_  
President – Ron Hume

\_\_\_\_\_  
Andrew Sly

\_\_\_\_\_  
Recording Secretary – Carlos Henriquez