



“Leaders in Manufacturing with Pride, Dignity and Security”

AGREEMENT

Between

**ORNAMENTAL BRONZE LIMITED
2800 OLAFSON AVENUE
RICHMOND, B.C.**

And

**SHOPMEN'S LOCAL UNION NO. 712 OF INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F.L. - C.I.O. - C.L.C.)**

April 1, 2022 – March 31, 2025

TABLE OF CONTENTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE</u>
	Ironworkers Standards of Excellence	3
	Preamble and Purpose of Agreement	4
1	Bargaining Unit – Maintenance Work	5
2	International Not a Party to Agreement	5
3	Union Recognition	5
4	Union Security	5
4a	Check Off	6
5	Management Prerogatives – Shop Rules	7
6	Hours of Work	7
7	Overtime	9
8	Holidays – Holiday Pay	9
9	Rates of Pay and Work Assignments	10
10	Pay Days	13
11	Reporting Pay	13
12	Vacations	14
13	Insurance, Medical and Dental	15
13a	Canadian National Shopmen Pension Fund	16
14	Erection and Field Fabrication	16
15	Seniority	17
16	Leave of Absence	19
17	Grievance Procedure	20
18	Arbitration	21
19	Strikes and Lock Outs	22
20	Plant Visitation	23
21	Bulletin Boards	23
22	Safety and Health	23
23	Saving Clause	24
24	Interim Amendment	25
25	Technological Change	25
26	Duration and Termination	25

IRONWORKERS

Standards of Excellence

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

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

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

As an Ironworker member, I agree to:

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

COLLECTIVE AGREEMENT

THIS AGREEMENT, executed and effective as of the first day of April 2022, by and between:

**ORNAMENTAL BRONZE LIMITED
2800 OLAFSON AVENUE
RICHMOND, B.C.
(Hereinafter referred to as the “Company”)**

AND:

**SHOPMEN’S LOCAL UNION #712 OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS (affiliated with A.F.L. –C.I.O.),
(hereinafter referred to as the “Union”)**

PURPOSE OF AGREEMENT

WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, (as referred to in Article 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 labour’s continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the 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

(A) This Agreement shall be applicable to all shop production and maintenance employees of the Company (hereinafter referred to as “employees”) engaged in the fabrication and casting of non-ferrous 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, clerical, sales, engineering employees, drafting people, guards, supervisors, or employees engaged in dealing with confidential matters, nor to erection, installations on construction work or to the employees engaged in such work.

(B) “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.

(C) Employees of the Company who are excluded from the bargaining unit set forth and described in Section 1 (A) 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.

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 shall have no right of redress against the Company for breach of this Agreement or any amendment thereto.

ARTICLE 3 - UNION RECOGNITION

(A) The Company recognizes the Union as the exclusive representative and agent of all the Company’s shop production and maintenance employees, as defined in Section 1 hereof, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(B) 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

(A) Each of the Company’s production and maintenance employees in the Unit, as defined in Section 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the sixty-first day following the effective date of this Agreement, or not later than the sixty-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.

(B) 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 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 re-employed during the life of this Agreement unless or until he or she complies with the provisions of this Section.

(C) 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 choice of selection of the available members. In the event that Shopmen's Local Union #712 is unable to supply the Company with competent worker, provided however, that such workers hired shall be required to be registered at the Union office before commencing work.

SECTION 4A - CHECK—OFF

(A) 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 (B) 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 his 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, 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 ($\frac{3}{8}$ of 1%) i.e. 5 cents per hour over the length of this 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.

(B) The Monthly dues of the Local Union, shall be the sum equal to one and three quarters ($1 \frac{3}{4}$) hours' pay based on his or her regular straight time rate of pay plus the International Per Capita. Such dues shall not be changed except in accordance with the provisions of the International Constitution and Bylaws of the Union and, in such event, said Financial Secretary shall notify the Company in writing.

(C) 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.

(D) 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.

SECTION 5 - MANAGEMENT PREROGATIVES - SHOP RULES

(A) 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.

(B) 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.

(C) 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 Defense Production or any other Government agency concerned with security regulations, advises the Company that any employee is restricted from working 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. If the Company is obliged to act under this clause the Union will so be informed.

SECTION 6 - HOURS OF WORK

(A) This section describes the normal work day and the normal 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.

(B) When only one shift is employed, a regular work day shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:45 a.m. and 4:15 p.m. and the regular work week shall consist of forty (40) hours.

(C) When two shifts are employed, a regular work day for the first shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:45 a.m. and 4:15 p.m. and the regular work week for the first shift shall consist of seven and one-half (7½) consecutive hours exclusive of the lunch period, with pay for eight and one-half (8½) hours, and the regular work week for the second shift shall consist of thirty-seven and one-half (37½) hours.

(D) When three shifts are employed, a regular work day for the first shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:45 a.m. and 4:15 p.m. and the regular work week for the first shift shall consist of forty (40) hours; a regular work day for the second shift shall consist of seven and one-half (7½) consecutive hours, exclusive of the lunch period, with pay for eight and one-half (8½) hours, and the regular work week for the second shift shall consist of thirty-seven and one-half (37½) hours; a regular work day for the third shift shall consist of seven (7) consecutive hours, exclusive of the lunch period, with pay for eight and one-half (8½) hours, and the regular work week for the third shift shall consist of thirty-five (35) hours.

(E) The second and third shifts, respectively, (if any) shall immediately follow the preceding shift.

(F) Monday through Friday shall constitute the regular work days.

(G) The starting time and quitting time of the various shifts, as herein provided for, may be changed from time to time by mutual agreement between the Company and the Union.

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

(I) The foregoing provisions of this Section are not intended and shall not be construed as preventing overtime, 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 the job during the regular work hours shall be given preference when overtime is required on such operations, It shall not be mandatory for an employee to work overtime.

(J) For the duration of this Agreement there shall be two (2) rest periods of ten (10) minutes duration, 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.

A five (5) minute wash-up period will be granted on Company time at the end of each shift.

SECTION 7 - OVERTIME

(A) 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 for at the rate of double time.

All work done on Saturdays and Sundays shall be paid for at the rate of double time. Hours paid for the second and third shift shall be deemed to be hours worked for the application of this Section, 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 Section the shift premium as provided for in Subsection (C) and (D) of the preceding Section 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 Section.

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 six dollars (\$6.00), 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 seven dollars (\$7.00) 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.

(B) 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 Section 6 - HOURS OF WORK - of this Agreement.

SECTION 8 -HOLIDAYS – HOLIDAY PAY

(A) For the purpose of this Agreement, the following shall be recognized as Holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
B.C. Civic Day	Labour Day	Truth and Reconciliation Day
Thanksgiving Day	Remembrance Day	December 24 th
Christmas Day	Boxing Day	

One additional day will be granted, if declared by the Provincial and/or Federal Government.

All work done on any of the above Holidays or days observed as such, shall be paid for at the rate of double time; and, subject to the provisions hereinafter set forth in this Section, each employee shall, in addition to double time pay for work performed, be paid eight (8) hours straight time holiday pay. No work shall be done on Labour Day except where absolutely necessary to avoid hazard to life and property.

(B) Each employee shall be paid for eight (8) hours at his regular straight time hourly rate for each of the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Canada Day, B.C. Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day,

December 24th, Christmas Day and Boxing Day, or days observed as such, and if declared by the Provincial and/or Federal Governments, the one additional day granted; although not worked, including a holiday that occurs or is observed on Saturday.

All work done on any such Holiday or day observed as such, shall be paid for at the rate of double time; and, in addition to such double time pay for work performed, each employee shall be paid eight (8) hours straight time holiday pay as herein provided for. Paid holidays that occur during vacation period of any employee, shall be paid for in addition to vacation pay.

(C) 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 (B) above, an employee must have been employed at least thirty (30) calendar days prior to the occurrence or observation of the holiday in question and provided further, such employee must have worked for the Company on the last regular work day immediately preceding and on the first day regular work day immediately following the holiday in question, unless his or her failure to work for the Company on such day or days:

- was due to absence because of being on paid vacation, as hereinafter provided for in this Agreement.
- or because of confirmed illness or injury that occurred or commenced on the holiday, the day immediately following the holiday, or during the sixty (60) days immediately preceding the holiday in question.
- or because of layoff by the Company that commenced not more than fifteen (15) days next preceding the holiday in question.
- or because of death in the immediate family (mother, father, spouse, children, brother, sister, grandparents, in-laws).
- or for similar good cause authorized, directed or approved by the Company.

(D) Any employee working a regular part time week will be paid their normal days' pay for any holiday falling or taken during their regular work period. They will not be paid for a holiday falling on or taken on a day not normally worked.

SECTION 9 -RATES OF PAY AND WORK ASSIGNMENTS

(A) Each of the Company's employees shall be' classified with one of the hereinafter mentioned classifications which covers the class of work which he or she performs for the Company.

Effective as of April 1, 2022 and continuing until midnight of March 31, 2023, each employee shall be paid not less than the minimum hourly rate set forth in Column "A" for the classification in which such employee is included or classified.

Effective as of April 1, 2023 and continuing until midnight of March 31, 2024, each employee shall be paid not less than the minimum hourly rate set forth in Column "B" for the classification in which such employee is included or classified.

Effective as of April 1, 2024 and for the remaining term of this Agreement, each employee shall be paid not less than the minimum hourly wage rate set forth in Column "C" for the classification in which such employee is included or classified.

CLASSIFICATIONS**“A”****“B”****“C”****Apr 1/22****Apr 1/23****Apr 1/24****PLAQUE TYPE SETTER - Anyone who sets type in an efficient manner or plaques.**

• After completion of 365 days	27.47	28.16	28.86
• 180 days but less than 365 days	26.44	27.10	27.78
• 90 days but less than 180 days	25.59	26.23	26.89
• 30 days to 90 days	24.86	25.48	26.12
• First 30 days	23.61	24.20	24.81

PLAQUE FINISHER - Anyone who efficiently performs the duties of finishing on Plaques.

• After completion of 365 days	29.78	30.52	31.28
• 180 days but less than 365 days	28.61	29.33	30.06
• 90 days but less than 180 days	27.75	28.44	29.15
• 30 days to 90 days	26.88	27.55	28.24
• First 30 days	25.55	26.19	26.84

JOURNEYMAN MOLDER - Must be able to perform all aspects of molding efficiently.**MOLDER**

• After completion of 365 days	32.17	32.97	33.79
• 180 days but less than 365 days	30.14	30.89	31.66
• 90 days but less than 180 days	28.88	29.60	30.34
• 30 days to 90 days	28.04	28.74	29.46
• First 30 days	27.23	27.91	28.61

CORE MAKER

• After completion of 365 days	25.88	26.53	27.19
• 180 days but less than 365 days	30.14	30.89	31.66
• 90 days but less than 180 days	28.88	29.60	30.34
• 30 days to 90 days	28.04	28.74	29.46
• First 30 days	27.23	27.91	28.61

CLASSIFICATIONS

	“A”	“B”	“C”
	Apr 1/22	Apr 1/23	Apr 1/24
<u>MELTER</u>			
• After completion of 365 days	30.14	30.89	31.66
• 180 days but less than 365 days	28.88	29.60	30.34
• 90 days but less than 180 days	28.04	28.74	29.46
• 30 days to 90 days	27.23	27.91	28.61
• First 30 days	25.88	26.53	27.19
<u>CUTOFF GRINDER</u>			
• After completion of 365 days	28.85	29.57	30.31
• 180 days but less than 365 days	27.72	28.41	29.12
• 90 days but less than 180 days	26.83	27.50	28.19
• 30 days to 90 days	26.03	26.68	27.35
• First 30 days	24.65	25.27	25.90
<u>HELPER</u>			
• After completion of 365 days	26.61	27.28	27.96
• 180 days but less than 365 days	25.55	26.19	26.84
• 90 days but less than 180 days	24.81	25.43	26.07
• 30 days to 90 days	24.03	24.63	25.25
• First 30 days	22.82	23.39	23.97

LEAD HANDS - To be paid not less than fifteen cents (\$0.15) per hour above the highest job classification rate in his department.

IMPROVERS - Thirty cents (\$0.30) per hour below the classification rate for the first twelve (12) months of improvership, and fifteen cents (\$0.15) per hour below the classification rate for the second twelve (12) months of improvership. It is understood that an employee's rate of pay shall not be reduced as a result of accepting an IMPROVERS assignment.

FIRST AID ATTENDANT: \$0.50 above own classification rate. The Company will pay the fee when a designated First Aid Attendant is retested for their certificate.

(B) 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 rate herein specified is higher than his regular wage rate shall, for the time engaged in such work, be paid the minimum rate herein agreed to be applicable to such work; and, provided further, that any employee temporarily assigned to a class of work for 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.

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

(D) 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, the provisions thereof shall become effective as of the time such work operations commence, or retroactive thereto.

SECTION 10 - PAY DAYS - PIECE WORK PROHIBITED

(A) Employees shall be paid on a regular designated pay day once each week by cheque or direct deposit. When an employee is laid off or discharged he or she shall be paid off immediately, if possible, in cash or by cheque; but in no event shall an employee receive pay later than one (1) day following layoff or discharge.

(B) There shall be no piece or contract work by the employees and all work performed shall be paid for on an hourly basis.

SECTION 11 - REPORTING PAY

(A) 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 who are laid off under this exception and who are recalled on the same day shall be paid for the entire Shift.

(B) 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.

(C) Any employee injured while working for the Company at the Company's plant 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 shall receive the applicable hourly rate for the full shift.

SECTION 12 - VACATIONS

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

Less than one year	1 day for each major fraction month worked (max 10 working days)	4%
1 year but less than three (3) years	2 weeks' vacation	4 %
3 years but less than eight (8) years	3 weeks' vacation	6 %
8 years but less than fifteen (15) years	4 weeks' vacation	8 %
15 years but less than twenty (20) years	5 weeks' vacation	10 %
20 years and over	6 weeks' vacation	12%

(B) Less than one (1) year - one (1) day for each major fraction of month worked (maximum ten (10) working days) or four percent (4%).

Each employee who has been in the continuous service of the Company three (3) years but less than eight (8) years as of July 1st of the current calendar year, shall be granted three (3) weeks' vacation (twenty-one (21) consecutive days commencing on Monday) and shall be paid six percent (6%) of the total earnings received by such employee during the twelve (12) months preceding said July 1st.

(D) Each employee who has been in the continuous service of the Company eight (8) years but less than fifteen (15) years as of July 1st of the current calendar year shall be granted four (4) weeks' vacation (twenty-one (21) consecutive days between July 1st and September 1st and the other seven (7) days at the convenience of the Company, commencing on Monday) and shall be paid eight percent (8%) of the total earnings received by such employee during the twelve (12) months preceding said July 1st.

(E) Effective April 1st, 1981, each employee who has been in the continuous service of the Company fifteen (15) years as of July 1st of the current calendar year, shall be granted five (5) weeks' vacation (twenty-one (21) consecutive days between June 1st and September 30th and the other fourteen (14) days at the convenience of the Company, commencing on Monday) and shall be paid ten percent (10%) of the total earnings received by such employee during the twelve (12) months preceding said July 1st.

(F) Effective April 1st, 1990, each employee who has been in the continuous service of the Company twenty (20) years or more as of July 1st of the current calendar year, shall be granted six (6) weeks' vacation twenty-eight (28) consecutive days between June 1st and September 30th and the other fourteen (14) days at the convenience of the Company, commencing on Monday) and shall be paid twelve percent (12%) of the total earnings received by such employee during the twelve (12) months preceding said July 1st.

Continuous service as described in Subsections B, C, D, E and F above are as outlined in SENIORITY, SECTION 16, of this Agreement.

(G) Vacation pay of any employee covered by this Agreement who has been absent from work due to illness during the twelve (12) months preceding the vacation period, shall be computed at the rate of four percent (4%) of his straight time rates for the period of such illness.

(H) Vacations shall not be cumulative, but must be granted and taken in the calendar year in which they are due. Vacations shall be granted between July 1st and September 1st at the time most desired by the employee in question, with due regard to seniority, provided, however, the final allocation of vacation periods between July 1st and September 1st shall rest exclusively with the Company in order to insure continuity of plant operations. The Company shall give each employee at least ninety (90) days' advance notice of the vacation period allotted to them; otherwise the employees shall take their vacations in accordance with their original request. It is further provided that employees may, with the permission of the Company, take their vacation during some other period of the current calendar year and provided further, that employees entitled to two or three weeks' vacation may, with the permission of the Company, take their vacation in non-consecutive weeks.

(I) 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.

SECTION 13 - INSURANCE, MEDICAL AND DENTAL

INSURANCE COVERAGE

Life Insurance: \$60,000.00

Accidental Death & Dismemberment: \$60,000.00

Weekly Indemnity: To be adjusted to \$525 per week maximum

Waiting Period: Three (3) months for new employees

Premium Division: Employer - 100%

Long Term Disability: \$2,000.00 per month (employee only – up to 65 years of age)

Waiting period: Three (3) months for new employees

Premium Division: Employer 100%

MEDICAL COVERAGE

Medical Services Plan of British Columbia

Extended Health Benefits (includes Prescription card for each employee and prescription glasses at \$100 per year and carryover for 2 years)

Premium Division: Employer - 100%

DENTAL COVERAGE

Basic Dental Coverage: 100%
Prosthetics, Crowns, Bridges, Etc.: 50%
Orthodontics \$2000/child dependent – once in a lifetime
Waiting Period: Three (3) months for new employees.
Premium Division: Employer - 100%

The Medical and Insurance benefits coverage shall be maintained for all employees on Workers Compensation for a period not exceeding 3 months. An employee on Workers Compensation may continue his coverage for up to one (1) year by paying the full amount of the Insurance, Medical and Dental premiums.

The Medical and Insurance benefits coverage shall be maintained for all employees on Weekly Indemnity for a period up to 26 weeks.

An employee on leave of absence or temporary lay-off, may continue his coverage for period of 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. 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.

SECTION 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 becoming a Contributing Employer in the “Pension Fund”, the “Company” does not agree to be, and shall not be considered as, a fiduciary with respect to the “Pension Fund”. The “Company” shall have no liability or obligation to the “Pension Fund” beyond its obligation to timely contribute, as set forth herein, and as may be set forth by federal or provincial law. The “Company” and the “Union” further agree to cooperate in informing participating employees and beneficiaries in the “Pension Fund” as to the benefits they are entitled to. Therefore, booklets, literature or other pertinent information supplied by the “Fund Administrator” shall be distributed by the “Company” at its place of business to its covered employees.

(C) Said "Pension Fund" shall, pursuant to and in accordance with the "Agreement and Declaration of Trust," be administered by a Board of Trustees and said "Pension Fund" adopted by said Trustees shall at all times conform with the requirements of the Income Tax Act (Canada) so as to enable the "Company" at all times to treat payments made to said "Pension Fund" as a deduction for income tax purposes

(D) Commencing on the 1st. day of April, 2021, and for the duration of this collective agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of two dollars and fifteen cents (\$2.15) per hour.

(F) 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.

(G) 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.

SECTION 14 - ERECTION AND FIELD FABRICATION

(A) 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 permission by the Business Agent or Secretary of the outside Local Union in the jurisdiction in which the work is to be performed.

(B) Employees covered by this Agreement who are required to do service work outside of the Company's plant located at 2800 Olafson Avenue, Richmond, B.C. and not falling within the jurisdiction of an outside Local Union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers shall be paid at the rate of fifty cents (\$0.50) per hour above the employee's regular shop rate and if the employees are required to use their own automobile to perform such work, they shall be paid a minimum of fifteen cents (\$0.15) per mile for each mile traveled. Service work shall not include design changes or modifications. The outside premium for new installation shall be one dollar and twenty-five cents (\$1.25) per hour.

SECTION 15 - SENIORITY

(A) 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 Sub-Section (C) below, be regarded as probationary employees until they have completed an aggregate total of sixty (60) days' work within the period of six (6) months from the first day 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 lengths 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 be departmental seniority status in accordance with their length of continuous service from the date of hiring. Layoffs due to lack of work, injury or illness of the employee, leaves of absence as hereinafter provided for 'in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of 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 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) consecutive work days, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.
2. Failure to report or return to work, when laid off in accordance with the following; any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employees, in writing, or by telegram 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 less than five (5) working days, nor more than fifteen (15) working days after the mailing or sending of such notice. A copy of such notice shall be given to the Chief Shop Steward within twenty—four (24) hours after same is mailed or sent. The employee shall reply by mail or telegram addressed to the Company, within three (3) working days after the mailing or sending of such notice, whether he will report for work at the time stated.
3. Discharge for proper cause.
4. If he resigns or quits.
5. When the employee in question has performed no work for the Company or a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness.

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.

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

(C) In all cases of reduction of forces, the employees affected and the Chief Shop Steward shall be notified at least two (2) working days prior to the effective lay—off hours; 'and, provided further, that any employees not so notified shall receive their regular rate of pay, any difference between the length of notice given them

and the two (2) working days as provided for herein.

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

(E) Seniority lists will be published by department (foundry and contract shop.) 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. Revised lists will be posted every three (3) months and sent to the Union Office. Any appeals from the seniority list as posted must be made within ten (10) regular work days of postings; otherwise the list will be considered final. If an employee is absent from work, because of being on vacation, confirmed illness or lay-off under seniority, the appeal must be made within ten (10) regular work days of return to work. Such seniority list shall include the following:

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

(F) 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, rate of pay and badge or clock number of each such employee.

(G) 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.

(H) Employees within the bargaining unit disabled in the Company's service or incapacitated by reason or 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.

SECTION 16 - LEAVE OF ABSENCE

(A) Leave 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 leave of absence must be made in writing 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 thirty (30) 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 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.

(B) Bereavement Pay of one (1) day only will be paid by the Company for the death in the immediate family: parents, spouse and children provided employee attends the funeral on a regular work day only.

(C) Jury Duty - Any employee who, by order of any Court, is required to serve as a 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.

SECTION 17 - GRIEVANCE PROCEDURE

(A) 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.

(B) 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 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.

(C) 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.

(D) 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 his 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 any employee be dissatisfied with the Foreman's disposition of such complaint, the grievance may be referred to the Plant Manager. 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 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, 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.

(E) 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.

(F) All settlements arrived at under this Section shall be final and binding upon the Company, the Union and the employee or group of employees concerned.

(G) The Union or the Company shall have the right to initiate a group grievance or a grievance of a general nature at Step 3, Sub-Section (D).

(H) Insofar as possible, all grievances and disputes not settled as provided for in Step 1 of this Section 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.

(I) The Shop Stewards provided for and mentioned in this Section 17 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.

SECTION 18 - ARBITRATION

(A) Any difference of 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 Section of this Agreement shall upon 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 Sub-Section (D) of the preceding Section 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 member of the Board of Arbitration, and in the event such third member is not mutually agreed upon within two (2) weeks, such third member shall be selected by the Minister of Labour (B.C.) as provided for in the Labour Code of British Columbia and such third 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 Arbitrator shall be borne equally by the Company, and the Union.

(B) 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 or 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 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.

SECTION 19 - STRIKES AND LOCK-OUTS

(A) 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 in 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 willful restriction or reduction of production by an employee which is within such employee's reasonable control.

(B) It is expressly understood and agreed that anything in this Agreement to the contrary notwithstanding, it shall not be a violation of this Agreement for employees of the Company to refuse to cross a picket line established by any Union affiliated with the American Federation of Labor—Congress of Industrial Organization or the Canadian Labour Congress provided such picket line has been authorized or sanctioned by the Central Trades and Labour Council, the Metal Trades Council, or the Building and Construction Trades Council having jurisdiction over the area in which the plant is located.

(C) Members of Shopmen's Local Union #712 shall not be required by virtue of this Agreement to work with non-union men. The Union shall have the right to remove its members from their jobs under such circumstances.

SECTION 20 - PLANT VISITATION

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.

SECTION 21 - BULLETIN BOARDS

Bulletin Boards shall be made available in each department of the shop or shops by the Company for the exclusive use of the Union for the posting of Union notices relating to meetings, appointment of Committees, Election of Officers, seniority schedules, dues, entertainment, health and safety, provided, however, that all such notices must be approved by the Works Manager or his delegate.

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

SECTION 22 - SAFETY AND HEALTH

(A) 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.

(B) There shall be established a Safety Committee in accordance with the General Accident Prevention Regulations of the Workers' Compensation Act (B.C.) which shall be composed of not more than seven (7) men selected by the Union, together with Management Representatives. The Committeeman shall investigate any unsafe conditions that may exist in his department and shall report his findings to the Company's supervisor and the Company agrees to make reasonable efforts to improve any safety and health defect which the Committeeman may report. Once each month a minimum of three (3) of the Union's Committeeman, together with Management's Representatives, shall make a complete survey of the entire plant and shall report their findings and recommendations to the Company who agrees to make reasonable efforts to improve any safety defect which may exist. A copy of the Safety Report shall be mailed each month to the Union Office.

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

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

(E) 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. Safety hats complete with suspension.
4. Any burner or welder who has completed the probationary period as set forth in Section 16 of this Agreement, shall be provided with suitable leather gloves, not to exceed four pairs per year per person on an equal basis. The Company will provide gloves at cost to all employees.

(F) All items issued to employees as described in the above Sub Section 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.

(G) 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.

(H) The Company shall at all-time employ at least one (1) employee who is qualified or competent to administer first aid.

(I) The Company will provide one tool box containing tools required by production workers during the first six (6) months of employment.

(J) Each employee required to wear prescription glasses shall be reimbursed by the Company for the cost of replacement lenses damaged during work up to a maximum of seventy dollars (\$70.00). Boot or Coverall allowance of one hundred twenty-five dollars (\$125.00) will be paid to each employee towards the purchase of safety boots/shoes on presentation of a valid receipt.

(K) None ticketed welders requesting a welding test will be provided with a coupon by the Company and test on their own time and pay for the cost of testing. Welders required to retest shall retest on their own time and the Company will pay for the test if test is successful. At lay-off 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.

SECTION 23 - SAVING CLAUSE

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 of 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 of Statute, and the other provisions of this Agreement shall not be affected thereby.

The parties hereto agree to exclude the operation of Sub-Section 2 of Section 66, Part IV of the Labour Code of British Columbia.

SECTION 24 - INTERIM AMENDMENT

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 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 24, such disagreement shall not be reviewable under the grievance procedure set forth in Article 17, nor arbitrable under the arbitration provisions and procedure set forth in Article 18 of this Agreement.

SECTION 25 - TECHNOLOGICAL CHANGE

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.

SECTION 26 - DURATION AND TERMINATION

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of 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 year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specified that it is given under Section 24 thereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Section.

IN WITNESS WHEREOF, this Agreement has been executed by the parties

hereto this _____ day of _____ 2022.

FOR:

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

FOR:

**ORNAMENTAL BRONZE COMPANY
LTD.**

Ron Hume – President

Carlos Henriquez – Recording Secretary