

COLLECTIVE AGREEMENT

BETWEEN

HUDSON PLATING AND COATING CO. LTD.

AND

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

EFFECTIVE December 1, 2019 to November 30, 2024

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<u>IRONWORKERS</u>

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 guit 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.

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

HUDSON PLATING AND COATING CO. LTD. (hereinafter referred to as the "Company")

And

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

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

(hereinafter referred to as the "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 expense, and for the further purpose of at all times securing for the Company sufficient skilled workmen and, insofar as possible, provide for labours' continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal industry such that costs may be as low as possible, consistent with fair wages and conditions and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

NOW, THEREFORE, in accordance 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:

<u>ARTICLE 1 - UNION RECOGNITION</u>

- 1.01 The Company recognizes the Union as the sole bargaining agency for those employees duly certified under the Labour Relations Code of British Columbia, for the purpose of Collective Bargaining with respect to rates of pay, hours of work and other conditions of employment.
- 1.02 Employees of the Company who are excluded from the bargaining unit, set forth and described in 1.01 above, 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 work normally assigned to bargaining unit employees. Notwithstanding the foregoing, the Union agrees that Supervisory/Management personnel can continue to perform work that, historically has been performed by such personnel.
- 1.03 The Union or any of its members will not distribute propaganda or transact any other business of the Union on the Company's time or premises, except as may be provided for in this Agreement.
- 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 Iron Workers, the parent body of the Union (hereinafter referred to as the "International") is not 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 or representatives shall have no right of redress against the Company for breach of this Agreement or any amendment thereto.

ARTICLE 3 - UNION SECURITY

3.01 Each of the Company's employees as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the forty-sixth day following the effective date of the Agreement, or not later than the forty-sixth day following the beginning of his or her employment, whichever is the later. Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing.

3.02 Subject to the provisions of the Labour Relations Code, and upon receipt of 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 re-employed during the life of this Agreement unless or until he or she complies with the provisions of this Section.

3.03 In the event of an increase of forces, the Company will notify the Union of the number and classifications of employees required and the Company shall have the choice of selection of available members. In the event that Shopmen's Local Union #712 is unable to supply the Company within 24 hours with competent employee(s), as defined by the Company, then the Company shall have the right to employ any other competent worker(s) from any other source provided, however, that such workers hired shall be required to be registered at the Union office before commencing work.

3.04 As a condition of employment, such new employee will sign a check-off authorization. The Company agrees to deduct from the first pay of each month from the earnings of every employee covered by this Agreement a sum equal to the monthly dues as set forth in Subsection 3.05 below and remit same to the Financial Secretary of the Union not later than the fifteenth (15th.) day of the month in which the deduction is made, with a list, in duplicate, of the names of employees to whom said monies are to be credited. Should any employee have no earnings due him or her on the first pay in any month, such deduction shall be made from the next succeeding pay of the employee in question. Upon receipt of such deduction and list, said Financial Secretary shall receipt and sign one copy of the list and promptly return same to the Company.

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

Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such date a new Agreement is negotiated. Such dues shall not be changed except in accordance with the provisions of the International Constitution and By-Laws of the Union and, in such event, said Financial Secretary shall notify the Company in writing. The Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provision of this Article.

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. 7.5 cents per hour over the length of a three (3) year agreement. The total contribution is equivalent to 2.5 cents per hour, each year and should be submitted to Ironworker Management Progressive Action Cooperative Trust

(IMPACT), a non-profit, jointly trusted Cooperative Trust established pursuant to the laws of Canada and the United States.

The general purposes of the Trust include improvement and development of the Union Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

3.06 Upon receipt of a signed individual authorization from any employee hired, or re-hired after the effective date of this Agreement, the Company shall withhold from such employee's earnings for payment of initiation and/or reinstatement fee, a sum not to exceed one hundred and fifty (\$150.00) dollars. Such amount shall be withheld from the earnings of the employee 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 By-Laws of the Union and in such event, said Financial Secretary shall notify the Company, in writing stating the amount to be deducted thereafter.

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

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

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

ARTICLE 4 - MANAGEMENT PREROGATIVES

- 4.01 Management's rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.
- 4.02 The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of 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 thereto. 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 Committee person or Steward.
- 4.03 When the Company finds it necessary to lay-off or discharge a Chief Union Steward, the Business Agent of the Union shall be notified prior to such lay-off or discharge.
- 4.04 Employees shall not engage in remunerative work for any other business which is in direct competition with the Company in any capacity which involves the sharing of proprietary information, nor shall employees put themselves in a conflict of interest situation by supplying a rival business with any of the Company's intellectual property, computer programs, blueprints or trade secrets.

<u>ARTICLE 5 - HOURS OF WORK</u>

5.01 This Article describes the regular work-day and the regular work-week, and is not intended and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. The regularly scheduled work-week for each employee shall begin with the starting time of his or her regularly scheduled shift on Monday of each week as set forth herein. When more than one shift is employed, the shifts shall be named respectively, night shift, day shift and afternoon shift. It is understood that "Maintenance" and other situations may vary from this clause.

5.02 When only one shift is employed, a regular work-day shall consist of eight and one-half (8 $\frac{1}{2}$) consecutive hours, inclusive of the lunch period, between 7:00 a.m. and 3:30 p.m. with pay for eight (8) hours and the regular work-week shall consist of forty (40) hours.

5.03 When two shifts are employed, a regular work-day for the day shift shall consist of eight and one-half (8 $\frac{1}{2}$) consecutive hours, inclusive of the lunch period, between 7:00 a.m. and 3:30 p.m., 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 eight (8) consecutive hours, inclusive of the lunch period, between 3:30 p.m. and 11:30 p.m., with pay for eight hours, and the regular work-week for the afternoon shift shall consist of thirty-seven and one-half (37 $\frac{1}{2}$) hours.

5.04 When three shifts are employed, a regular work-day for the day shift shall consist of eight and one-half (8 $\frac{1}{2}$) consecutive hours, inclusive of the lunch period, between 7:00 a.m. and 3:30 p.m., with pay for eight (8) hours, and a regular work-week for the day shift shall consist of forty (40) hours: a regular work-day for the afternoon shift shall consist of eight (8) consecutive hours, inclusive of the lunch period, between 3:30 p.m. and 11:30 p.m., with pay for eight hours, and the regular work-week for the afternoon shift shall consist of thirty-seven and one-half (37 $\frac{1}{2}$) hours; a regular work-day for the night shift shall consist of seven and one-half (7 $\frac{1}{2}$) consecutive hours, inclusive of the lunch period, between 11:30 p.m. and 7:00 a.m., with pay for eight (8) hours, and a regular work-week for the night shift shall consist of thirty-five (35) hours.

5.04(a) It is agreed between the Company and the Union that on any given shift, start and finish times may be varied by plus or minus one (1) hour. This is agreed to for the purpose of efficiency in the operation of the conveyorized production lines.

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

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

- 5.07 The starting time and quitting time of the various shifts, as herein provided for, may be changed from time to time by mutual agreement between the Company and the Union.
- 5.08 Monday through Friday shall constitute the regular work-days and the regular work-week. Where Maintenance is required on a Saturday, a Tuesday to Saturday work-week shall apply.
- 5.09 All employees must punch in and out of the shop where a time clock is provided, on the time clock number assigned to them.
- 5.10 The foregoing provisions of this Article are not intended and shall not be construed as preventing overtime work. It is understood that overtime shall be allocated as equitably as practical among the employees qualified to perform the work in question. It being further understood that employees assigned to perform a job during the regular work hours shall be given preference when overtime work is required on such jobs. Except as provided below, overtime shall be voluntary. However, if all employees capable of doing the work refuse, the less senior employee(s) shall be required to work the overtime. It is agreed that the Union or any of its representatives and employees covered by this Agreement, will not attempt to dissuade, persuade or prevent any employee from voluntarily performing overtime.
- 5.11 There shall be two (2) rest periods of ten (10) minutes duration, work station to work station one of which shall be during the first half of each shift and the second during the second half of each shift. It is understood that special arrangement by mutual agreement between the Company and the Union may alter this provision.
- 5.12 Senior employees shall be granted preference of shift when more than one shift is employed providing work continuity, quality and productivity can be maintained. To promote harmony within the plant, it is requested that employees consider shift rotation wherever possible.

<u>ARTICLE 6 - OVERTIME</u>

6.01 Time worked in excess of standard hours shall be considered as overtime. Overtime shall be compensated at one and one-half (1 $\frac{1}{2}$) times the regular wage rate for all hours worked in excess of eight (8) in a day for all hours worked in excess of forty (40) hours in a week, and two (2) times the regular wage rate for all hours worked in excess of eleven (11) in a day and for all hours worked in excess of forty-eight (48) hours in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime. All work performed on Sundays shall be paid for at the rate of two (2) times the regular rate.

6.02 Employee(s) requested to work overtime at the end of their regular shift shall receive a ten (10) minute paid rest period, at the overtime rate, before commencing the overtime. Employee(s) required to work three (3) or more hours of overtime shall be given a fifteen (15) minute paid rest period, at the overtime rate, before commencing overtime. Where overtime of more than three (3) hours on the same day is requested without prior notice, an employee working such overtime will be provided with a meal of ten (10) dollars at the Company's expense.

6.03 Banking of overtime will be allowed at employees request. The time in the bank will be either used or paid out on June 30 and December 31.

<u>ARTICLE 7 – HOLIDAYS, HOLIDAY PAY</u>

7.01 For the purpose of this Agreement the following shall be recognized and observed as holidays:

New Year's Day Family Day Good Friday Victoria Day Canada Day B.C. Day

Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day Floating Holiday (2)

Two (2) floating holidays could be used at employees request.

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

7.02 In order to be eligible to receive a regular day's pay for any of the Holidays, of days observed as such, an employee must have been employed at least thirty (30) calendar days prior to the occurrence or observance of the Holiday in question and provided further, such employee must have worked for the Company on the last regularly scheduled work-day immediately preceding and on the first regularly scheduled 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 thirty (30) days immediately preceding the holiday in question, or because of lay-off by the Company that commenced not more than thirty (30) days next preceding the Holiday in question, or because of death in the immediate family (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law), 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.

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

7.04 All work performed on any such holiday or day observed as such, will be paid for at double (2) times the regular wage rate. In addition to the payment of wages as above, the employee shall be given a regular working day off with pay.

7.05 In the event that any of the foregoing holidays fall on a Tuesday, Wednesday or Thursday, and where the Company and the Union mutually agree, the said holiday may be observed the preceding Monday or the following Friday. In such case, any employee who qualifies for such holiday and works on the day that the holiday actually occurs, will be paid at his/her straight time hourly rate of pay.

ARTICLE 8 - RATES OF PAY AND WORK ASSIGNMENTS

Classification					
	Dec 1/19	Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23
Racker 1 Labour Racker 2 Packer 1 Packer 2	16.50 17.07 20.13	16.95 17.52 20.58	17.45 18.02 21.08	18.00 18.57 21.63	18.60 19.17 22.23
PRODUCTION PLATER Entry Level— 1st 12 Month Production Plater Plater 1 Plater 2 Plater 3 Plater/Special	19.15 21.12 22.14 23.95 25.54 28.02	19.60 21.57 22.59 24.40 25.99 28.47	20.10 22.07 23.09 24.90 26.49 28.97	20.65 22.62 23.64 25.45 27.04 29.52	21.25 23.22 24.24 26.05 27.64 30.12
Grinder/Plater Technician	28.74	29.19	29.69	30.24	30.84
GRINDER OPERATOR Entry Level 1 st 12 Month Grinder Operator	21.12 23.95	21.57 24.40	22.07 24.90	22.62 25.45	23.22 26.05
SPRAYER 1/SHIPPER HELPER					
Start 12 Months 24 Months Sprayer 2	17.00 17.97 18.95 21.12	17.45 18.42 19.40 21.57	17.95 18.92 19.90 22.07	18.50 19.47 20.45 22.62	19.10 20.07 21.05 23.22
Maintenance Mechanic Maintenance Helper	24.71 21.12	25.16 21.57	25.66 22.07	26.21 22.62	26.81 23.22
Plant Charge Hand *Refer to Letter of Understanding #4	25.54	25.99	26.49	27.04	27.64

CHARGE HAND

A Charge Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who may be held responsible for the quality and the quantity of the work. A Charge Hand shall be paid a premium of ten percent (10%) over and above his regular classification hourly rate or ten percent (10%) over and above the classification hourly rate of the highest rated classification he supervises, whichever is greater.

LEAD HAND

A Lead Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is recognized as having exceptional skill and ability in his classification. A Lead Hand shall be paid a premium of five percent (5%) over and above his regular classification hourly rate.

FIRST AID ATTENDANT

Where required by the Industrial Health and Safety Regulations, a designated First Aid Attendant shall be paid on the following basis:

Level 2 - \$0.75 above own classification rate

Level 1 - \$0.50 above own classification rate

The Company will pay the fee when a designated First Aid Attendant is re-tested for their Certificate.

8.01 The Company may, at any time, temporarily assign any employee, or employees, to any class of work other than that on which he/they are normally employed. Any employee so temporarily assigned for a period of one (1) week or less, shall be paid his regular wage rate. Where the temporary assignment exceeds one (1) week, after one (1) week the employee shall be paid his regular wage rate or the rate for the classification he is temporarily assigned to, whichever is the greater.

8.02 Should the Company undertake new or different work operations not covered by the above classifications, such work operations shall be classified and the minimum wage rate established therefore through prompt negotiations between the Company and the Union, which shall begin within fourteen (14) days of the commencement of such operations. Failing an agreement with respect to the classifications and minimum wages within fourteen (14) days from the commencement of negotiations, the matter will be automatically referred to a mutually agreed to Arbitrator for a final and binding determination.

8.03 At the option of an employee, a shop steward shall be present when the results of an employee's evaluation are being explained.

ARTICLE 9 - PAY DAYS

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

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

ARTICLE 10 - REPORTING PAY

10.01 Any employee who is scheduled or required to and reports for and commences work on any day and is not put to work at least four (4) hours, shall be paid at the applicable straight time hourly rate for four (4) hours, or the applicable overtime rate, for the actual work performed on that day, whichever is the greater, except where the failure to earn a minimum of four (4) straight time hours is occasioned by the 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 which case the employee will be paid a minimum of two (2) straight time hours.

10.02 Any employee who is scheduled or required to and reports fit for work, but does not commence work on any day will be paid two (2) straight time hours if personal notification was not made. Such employee will standby for the two (2) hours if requested.

10.03 Any employee who is sent home under the exception in Subsection 10.01 or who is sent home under the provisions of Subsection 10.02 and who is later recalled to commence work on the same shift shall be paid for the entire shift.

10.04 Any employee injured while working for the Company at the Company plant who is sent to a doctor by the Company's First Aid Attendant, with the knowledge of the supervisor, if possible, and returns to work during the 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. Should an injured employee be admitted to a hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such employee is injured, such employee shall receive the applicable hourly rate for the full shift. This clause shall not apply where the lost time is being paid for by the Workers' Compensation Board.

<u>ARTICLE 11 - VACATIONS</u>

11.01 Employees will receive vacations and be paid for the vacations in accordance with the following schedule:

Years of Continuous Service	Vacation Period	Vacation Pay
Less than one year	1day for each month or major fraction of a month worked (max. 10 working	
	days)	4% Gross Pay
1 year but less than 4 years	2 weeks	4% Gross Pay
4 years but less than 9 years	3 weeks	6% Gross Pay
9 years but less than 16 years	4 weeks	8% Gross Pay
16 years and over	5 weeks	10% Gross Pay

- 11.02 The above vacation percentages will be paid on total earnings for the year prior to the cutoff date of March 31.
- 11.03 Vacations shall not be cumulative, but must be granted and taken in the vacation year in which they are due. Vacations shall be granted between June 1st. and October 1st. at the time most desired by the employee in question, with due regard for seniority, provided however, the final allocation of vacation periods between June 1st. and October 1st. shall rest exclusively with the Company in order to ensure continuity of plant operations. It is further provided that employees may, with the permission of the Company, take their vacation during some other period in the current vacation year and provided further, that employees entitled to two (2) or more weeks' vacation may, with permission of the Company, take their vacation in non-consecutive weeks.
- 11.04 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.

<u>ARTICLE 12 - INSURANCE MEDICAL AND DENTAL</u>

12.01 The Company's Group Benefit Plan as summarized below will be provided for employees covered by this Collective Agreement. The cost of the premiums shall be shared as follows:-

> Dec 1st, 2019 - 80% employer 20% employee Dec 1st, 2020 - 85% employer 15% employee Dec 1st, 2021 - 90% employer 10% employee Dec 1st, 2022 - 95% employer 5% employee

Dec 1st, 2023 - 100% employer

Employees shall become eligible for the Company's Group Benefits Plan and Medical Services Plan of British Columbia after completing the balance of the month in which they were hired plus two (2) additional months of employment. Actual rights and benefits provided by the Group Benefits Plan and the Medical Services Plan of British Columbia, including the termination of coverage, are governed by the terms and provisions of the Master Policy and/or Plan rules.

Premium split shall be one hundred percent (100%) Company for Medical Services Plan.

12.02 Insurance Coverage

Life Insurance: \$50,000 Accidental Death & Dismemberment: \$50,000 Dependent Life – Spouse: \$ 5,000 - Children: \$ 2,500

Weekly Indemnity: 2/3 of weekly earnings to a maximum benefit of \$600.00 per week or the E.I. maximum if greater, for the first (1st) day of accident or hospitalization and fourth (4th) day of sickness.

12.03 Medical Coverage

Medical Services Plan of British Columbia

Extended Health Benefits (100% reimbursement on prescription drugs (deductible applies).

12.04 Dental Coverage

Basic Dental Coverage: 100% 50% Major Restorative:

Annual maximum for basic coverage and major restorative: \$3,000.00

Orthodontics (dependent children to age 21): 50%

Lifetime maximum: \$1,000.00

12.05 An employee on leave of absence or temporarily laid off may continue his coverage for three (3) months by paying the full amount of the Insurance, Medical and Dental premiums. The Company agrees to remit same with their regular group billings returns. In order for an employee to be eligible for the provisions of Subsections 12.02, 12.03 and 12.04 an employee must apply and remit payment to the Company prior to their billing date.

12.06 If a covered employee is off work due to a time loss injury caused through work at the Company and is accepted by the W.C.B., the Company will pay the premiums for the employee's Insurance, Medical, Extended Health Benefits and Dental Plan for the duration of the employee's absence up to a maximum of six (6) months.

12.07 If a covered employee is absent from work due to a confirmed illness or injury which is not work related, the Company will pay the premiums for the employee's Insurance, Medical, Extended Health Benefits and Dental Plan for one (1) year. The Company will recover the employee's share of the premium upon the employee's return to work in amounts not to exceed one hundred dollars (\$100.00) per pay period. If thereafter the employee does not return to work because of a continuation of the illness or injury, the Company will recover as much as possible from any vacation pay owing and will waive the balance.

12.08 The Company will not change present levels without first consulting with the Union.

ARTICLE 12 (A)

CANADIAN NATIONAL SHOPMEN PENSION FUND

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

ARTICLE 12(A) (Cont'd)

(D) Commencing on the 1st. day of DECEMBER, 2019, and continuing until midnight NOVEMBER 30, 2020, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One Dollar and Thirty Cents (\$1.30)", per hour.

Effective on the 1st. day of DECEMBER, 2020, and continuing until midnight NOVEMBER 30, 2021, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One Dollar and Forty Cents (\$1.40)," per hour.

Effective on the 1st. day of DECEMBER, 2021, and continuing until midnight NOVEMBER 30, 2022, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One Dollar and Fifty Cents (\$1.50)," per hour.

Effective on the 1st. day of DECEMBER, 2022, and continuing until midnight NOVEMBER 30, 2023, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One Dollar and Sixty-Five Cents (\$1.65)," per hour.

Effective on the 1st. day of DECEMBER, 2023, and for the duration of this collective bargaining agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this Collective Agreement, it will pay said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One Dollar and Eighty-Five Cents (\$1.85)", per hour.

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

ARTICLE 13 - SENIORITY

- 13.01 New employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this Section, shall be regarded as probationary employees until they have completed an aggregate total of forty-five (45) days work within the period of six (6) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. New employees, who are also new members to the Union shall have a probationary period of sixty (60) days worked within the period of six (6) months from the first date of employment. 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 seniority status in accordance with their length of continuous service from the date of hiring. In the event of a reduction of the workforce, the Company and the Union shall meet to determine the most appropriate means of reducing the work force in accordance with Article 13.02. 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 based thereon shall be terminated for any of the following reasons, unless the Company and the union, by agreement in writing, determine otherwise:
- (a) Absence from work without leave, as hereinafter provided for in this Agreement, for three (3) consecutive work days, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.
- (b) Failure to report or return to work, when laid off in accordance with the following: any employee who is laid off shall keep the Company advised in writing of his current telephone number and address, and the Company shall notify such employees first by telephone and if unsuccessful, in writing by registered letter addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report to work, which shall not be more than ten (10) working days after the telephone call or the mailing or sending of such notice. A confirmation of such notice shall be given to the Chief Shop Steward within twenty-four (24) hours after being given, mailed or sent.

The employee who has not been contacted by telephone shall reply by mail or telegram addressed to the Company, within five (5) working days after the mailing or sending of such notice, indicating whether or not he will report for work at the time stated.

- (c) Discharge for proper cause.
- (d) If he resigns or quits.

- (e) When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident of for confirmed illness.
- 13.02 In the case of promotion (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 within the plant shall be given preference in accordance with their qualifications, skill, ability and efficiency. In the event that two or more employees are considered equal in qualifications, skill, ability and efficiency, then plant seniority shall be the deciding factor. When a permanent vacancy occurs it shall be posted for five (5) working days. Application for the posted job must be submitted in writing to the Company on the forms provided.
- 13.03 In the event of lay-offs, promotions and demotions, the employee(s) affected and the Chief Shop Steward shall be notified at least two (2) work days prior. This clause shall not apply to lay-offs of less than six (6) working days in duration. In the latter case, the Shop Steward shall be notified prior to the lay-off.
- 13.04 The Company shall post in an appropriate plant location, a list showing the current seniority standing of each employee and shall furnish the Union a copy of such list. A revised list 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 posting; 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
- 13.05 In the event that a change(s) occurs, the Company shall within two (2) weeks, furnish the Union and the Steward with a list of the names of its employees who left the employ of the Company and the reason therefore and/or the names of all employees hired or returned to work. This list shall show the name, classification, regular rate of pay and badge or clock number of each such employee.
- 13.06 If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority in the bargaining unit and if transferred back to a position subject to this Agreement, the service accumulated during the first three (3) years served in the position outside the bargaining unit shall be added to his previous seniority.
- 13.07 Employees within the bargaining unit disabled in the Company's service or incapacitated by reason of age or infirmity may be exempted by mutual agreement between the Company and the Union from the provisions of this Section and may be given preference for such work as they are capable of performing.

<u>ARTICLE 14 - LEAVE OF ABSENCE</u>

14.01 Leaves of absence, without pay, shall be granted by the Company to any employee for compassionate reasons, without prejudice to the employee's seniority or other rights. Leaves of absence, without pay, may be granted at the discretion of the Company to any employee for non-compassionate reasons, without prejudice to the employee's seniority or other rights. Application for non-compassionate leave of absence must be made in writing two (2) months in advance to a representative of the Company designated by it for such purpose and be approved in writing by such Company representative and a copy thereof given to the Chief Shop Steward for the Union. Generally, such leaves of absence will be for a period of not more than forty-five (45) calendar days, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Any employee elected or appointed as a Union officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave without pay for a period of a single term of office, or three (3) years, whichever is the lesser, subject to renewal at the end of such period at the option of the Company. Employees granted "leaves of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with his accumulated seniority and, in any event, shall be re-employed as soon as work is available in accordance with such employee's seniority status. Any employee who, while on leave of absence, obtains employment with another employer, without having obtained prior permission to do so from the Company and the Union shall be subject to discharge. Non-compassionate leave of absence will only be granted after all vacation entitlement has been taken.

14.02 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, children. Two (2) days will be paid by the Company for the death of: brother, sister, where the employee attends the funeral on a regular work day. One (1) day will be paid by the Company for the death of: mother-in-law, father-in-law, where the employee attends the funeral on a regular work day.

14.03 Jury Duty

Any employee whom by order of any Court, is required to serve as a juror shall for each regular working day, to a maximum of ten (10) working days, 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 of juror or until released by the Court.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 A Chief Shop Steward and two (2) additional Shop Stewards shall be appointed by the Union from among its members employed by the Company.

15.02 The Chief Shop Steward and two (2) additional 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 Steward 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 name of the Supervisor whom the Stewards should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall within fifteen (15) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their job, must first obtain permission from their Lead Hand.

15.03 Grievances 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.

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

STEP 2

Should the employee(s) be dissatisfied with the Supervisor's disposition of such complaint, the grievance may be referred to the President or in his absence his representative. At this Step, the grievance shall be reduced to writing giving all

particulars including the applicable Section(s) of the Agreement is involved and it shall provide a statement as to the remedy or relief being sought. The President or his representative will answer the grievance in writing within five (5) working days, or at a time mutually agreed upon.

15.05 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.

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

15.07 The Union and the Company shall have the right to initiate a group grievance or a grievance of a general nature at Step 2 of the Grievance Procedure.

15.08 Insofar as possible, all grievances and disputes not settled as provided for in Step 1 of this Section shall be taken up on one (1) 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.

15.09 The Shop Steward provided for and mentioned in this Article 15 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 deem to have any other authority to act or bind the Union

ARTICLE 16 - ARBITRATION

16.01 Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the interpretation, application, administration or alleged violation of this Agreement, including any questions 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 2 of Subsection 15.04 of the preceding Article of this Agreement, be submitted to a single Arbitrator within seven (7) working days after receipt of such written request. In the event such Arbitrator is not mutually agreed upon within two (2) weeks, such Arbitrator shall be selected by the Director of the Collective Agreement Arbitration Bureau as provided for in the Labour Relations Code of British Columbia. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision in writing, such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do or refrain from doing anything required of them by the decision of the Arbitrator. The expense of the Arbitrator shall be borne equally by the Company and the Union.

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

ARTICLE 17 - STRIKES AND LOCKOUTS

17.01 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 employee's participation 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 18 - PLANT VISITATION

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

ARTICLE 19 - BULLETIN BOARDS

19.01 A Bulletin Board shall be made available in the lunchroom by the Company for the exclusive use of the Union for the posting of Union notices, relating to meetings, appointment of committees, election of officers, seniority schedules, dues, entertainment, health and safety. Such notices shall be restricted to the foregoing of this Subsection.

19.02 Shop Stewards shall ensure that the requirements as stipulated in Subsection 19.01 are adhered to and to ensure that the Bulletin Boards are maintained in an orderly manner.

ARTICLE 20 - SAFETY & HEALTH

20.01 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.

20.02 There shall be established an Industrial Health and Safety Committee in accordance with the Industrial Health and Safety Regulations of the Workers' Compensation Act (B.C.) which shall be composed of three (3) persons selected by the Union, together with Management Representatives. Each Committee person 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 a Committee person may report. Once each month, the Industrial Health and Safety Committee shall make a complete survey of the entire plant and shall report their findings and recommendations to the Company which 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.

20.03 Any employee suffering injury while in the employ of the Company must report immediately to his supervisor and/or the First Aid Attendant, or as soon thereafter as possible. It is understood that all accidents must be reported to the First Aid Attendant before leaving the premises. Any employee unable to return to work after outside medical aid must advise his supervisor as to the extent of his injury or disability, within twenty-four (24) hours. The employee shall notify the Company when his is available to return to work.

20.04 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.
- 4. Gloves, aprons, rubber boots and coveralls.
- 5. Employees assigned to perform work in outside departments will be supplied with rain gear.
- 6. Each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of replacement lenses damaged during work up to a maximum of three hundred dollars (\$300.00). Prescription lenses shall be replaced only on doctor's notification that lenses have been damaged due to work performed. Lenses will not be replaced by the Company due to vision change. This reimbursement is limited to once per year per employee.

Each employee required to wear prescription glasses shall be reimbursed \$150.00 per year. The allowance can be carried over to a second year to give a total of \$300.00 maximum reimbursement over two years. Any portion not used in the first year can be carried over to the second year.

7. Employees shall be reimbursed by the Company for the cost of approved safety footwear up to a maximum of one hundred Fifty dollars (\$150.00) once per calendar year.

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

ARTICLE 21 - SAVING CLAUSE

21.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the Parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

<u>ARTICLE 22 - INTERIM AMENDMENT</u>

22.01 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 22 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 s to and "Request

for Interim Amendment" submitted by either party under this Article 22, such disagreement shall not be reviewable under the Grievance Procedure set forth in Article 15, nor arbitrable under the arbitration provisions and procedure set forth in Article 16 of this Agreement.

ARTICLE 23 - DURATION OF AGREEMENT

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

Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 22 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Article.

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

RATIFICATION AND ACCEPTANCE

By signature and/or seal of their ratification, acceptance and agreer		•		
DATED AT	, B.C. this _	day of __		_ 2020.
SHOPMEN'S LOCAL UNION #712 THE INTERNATIONAL ASSOCIATOR BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	ΓΙΟΝ	HUDSON PLA CO. LTD.	TING AND COATII	NG
President – Ken Learmont				
Recording Secretary – Harry Toor				

LETTER OF UNDERSTANDING NO. 1

BETWEEN

HUDSON PLATING CO. LTD.

AND

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

Notwithstanding the provisions of Article 1 - UNION RECOGNITION: Subsection 1.01 and 1.02, the Union and the Company agree that the Company can continue its past practice of hiring "students" during school breaks, provided that no bargaining unit employee is on layoff. The maximum number of such students working at any one time shall be six (6). The rate of pay for such student(s) shall be established by the Company, but shall be no less than one dollar (\$1.00) above the prevailing "minimum wage". It is further agreed between the Parties that each student(s) shall not be required to join the Union. However, any student(s) who receives forty (40) hours pay or more in any month shall have full union dues deducted in accordance with ARTICLE 3 - UNION SECURITY: Subsections 3.04 and 3.05.

DATED AT	_, B.C. this _	day of	2020.
SHOPMEN'S LOCAL UNION #7' THE INTERNATIONAL ASSOCIA OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS	ATION	HUDSON PLATING CO. LTD.	S AND COATING
President – Ken Learmont			
Recording Secretary – Harry Too	ır		

LETTER OF UNDERSTANDING NO. 2

BETWEEN

HUDSON PLATING CO. LTD.

AND

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

Notwithstanding the provisions of ARTICLE 1 - UNION RECOGNITION: Subsections 1.01 and 1.02 the Union and the Company agree that the Company can continue its past practice of occasionally employing "mentally challenged" persons on a part-time basis to accomplish some tasks provided that no bargaining unit employee is on layoff. The rate of pay for such person(s) shall be established by the Company. It is further agreed between the Parties that such person(s) shall not be required to join the Union or pay union dues.

. ,			
DATED at	, B.C. this	day of	2020.
SHOPMEN'S LOCAL UNION THE INTERNATIONAL ASS OF BRIDGE, STRUCTURAL ORNAMENTAL & REINFOR IRON WORKERS	OCIATION -,	HUDSON PLATI CO. LTD.	NG AND COATING
President – Ken Learmont			
Recording Secretary – Harry	Toor		

LETTER OF UNDERSTANDING NO. 3 BETWEEN HUDSON PLATING CO. LTD. AND

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

PRODUCTIVITY AND LABOUR RELATIONS

A labour management Committee shall be established for each plant, consisting of two (2) employees and two (2) representatives of the employer. On written request of any of its member(s), the Labour Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employees bound by this Agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy to foster the development of work related skills and to promote work place productivity.

TRAINING

Consistent with past practice, the Company will pay for the employees to undertake training courses, which will enhance the employees skills for their occupation. Conditions of the application of this clause are as follows:

- The course is work related.
- The course has been approved for that respective employee.
- The Company will pay 50% of the course value on sign up.
- The balance will be paid upon successful completion.

DATED AT	, B.C. this	day of	2020.
SHOPMEN'S LOCAL UNION THE INTERNATIONAL AS OF BRIDGE, STRUCTURA ORNAMENTAL & REINFO IRON WORKERS	SOCIATION AL,	HUDSON PLATIN CO. LTD.	G AND COATING
President – Ken Learmont			
Recording Secretary – Har	rv Toor		

LETTER OF UNDERSTANDING #4

Between

HUDSON PLATING COMPANY LTD.

And

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

POWDER COATING SHOP: PLANT CHARGEHAND

A Plant Chargehand is a person responsible for the proper functioning of a crew of workers.

Duties will include:

- a) Instruct and direct employees in quantity, quality and performance of their work.
- b) Coordinate the manner and method of the work to be performed.
- c) Set, control and monitor the shop equipment being used by the crew.
- d) Insure that safe work practices are maintained and that proper safety equipment is used.

Rates of Pay: Please refer	to Article 8.		
Dated at	B.C. this	day of	2020.
SHOPMEN'S LOCAL UNION THE INTERNATIONAL AS OF BRIDGE, STRUCTURA ORNAMENTAL & REINFOIRON WORKERS	SSOCIATION AL,	HUDSON PLATING CO. LTD.	S AND COATING
President – Ken Learmont			
Recording Secretary – Har	rry Toor		