



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

## **AGREEMENT**

**Between**

**BROADWATER INDUSTRIES (2011) LTD.  
247 1<sup>ST</sup> AVENUE EAST  
PRINCE RUPERT, B.C.**

**And**

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

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

**May 1, 2023 to April 30, 2026**

## **AGREEMENT**

**THIS AGREEMENT, executed and effective as of the first day of May, 2020, by and between:**

**BETWEEN:                      BROADWATER INDUSTRIES (2011) LTD.  
247 1<sup>ST</sup> AVENUE EAST  
PRINCE RUPERT, B.C.**

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

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

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

## **PURPOSE OF AGREEMENT**

**WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes 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, to provide for labours' continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal fabricating industry that fabricating costs may be as low as possible, consistent with fair wages and conditions and for the purpose of establishing the necessary procedures 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:**

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# **IRONWORKERS**

## **Standards of Excellence**

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

## **ARTICLE 1 - BARGAINING UNIT**

**1.01** This Agreement shall be applicable to all shop production and maintenance employees of the Company (hereinafter referred to as "employees") engaged in the fabrication of iron, steel and metal products or in maintenance work in or about the Company's shops located in British Columbia, and to work done by such production and maintenance employees. This Agreement is not intended and shall not be construed to extend to office, clerical, sales, engineering employees, drafting people, guards, supervisors, or employees engaged in or dealing with confidential matters, nor to erection, installation or construction work or to employees engaged in such work.

**1.02** "Maintenance" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, plant and property, but it is not intended to include major extensions or major remodeling.

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

**1.04** It shall be understood that where the male pronoun appears in this Collective Agreement in reference to employees it shall also refer to female employees.

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

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

## **ARTICLE 3 - UNION RECOGNITION**

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

**3.02** The Union or any of its members will not distribute propaganda or transact any other business of the Union on the Company's time except as may be provided for in this Agreement.

#### **ARTICLE 4 - UNION SECURITY AND CHECK-OFF**

**4.01 Each of the Company's production and maintenance employees in the Unit, as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the 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.**

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

**4.03 In the event of an increase 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 employees, the Company shall have the right to employ any available competent worker, provided however, that such worker hired shall be required to be registered at the Union Office before commencing work.**

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

**4.05 The union dues, as of the date hereof, are an amount equal to one and three quarter (1 ¾ ) hours, plus the International Per Capita, pay received by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours' pay or more in any month shall have full dues deducted). Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such a date a new Agreement is negotiated. Such dues shall not be changed except in accordance with the provisions of the International Constitution and By-Laws of the Union, and in such event, said Financial Secretary shall notify the Company in writing.**

**The Union agrees to indemnify the Company and hold it harmless against any claims which may arise in complying with the provisions of this Article.**

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

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

**4.08** Under no circumstances shall a Chief Shop Steward or Stewards' Committee or any employee of the Company make any arrangements with Management, Superintendent, General Foreman or Foreman, that will change or conflict in any way with any clause or section or terms of this Collective Agreement.

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

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

**5.01** The management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operation 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 procedure hereinafter set forth in this Agreement.

**5.02** The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operation, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. Prior to posting any rule changes on bulletin boards, management and shop committee shall meet to discuss such changes.

The Company shall post on its bulletin boards, a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union a copy of all such printed or written matter directed at employees covered by this Agreement. The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committeeman or Steward. When the Company finds it necessary to lay off or discharge a Chief Union Steward, the Company shall notify the Union immediately or on the next working day.

5.03 The Union recognizes that the Company may have certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of any security Agreement with the Government.

Therefore, in the event that the Department of Defence Production, or any other Government agency concerned with security regulations, advises the Company that any employee is restricted from work on, or access to, classified information or material, the Union will not contest any reasonable action the Company may take to comply with its security obligations to the Government. If the Company is obliged to act under this clause the Union will be so informed.

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

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

6.02 when only one shift is employed, a regular workday shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between 8:00 a.m. and 5:00 p.m. and the regular workweek shall consist of forty (40) hours.

6.03 In the event the Company decides to operate its plant on a two or three shift basis, the hours of work and condition of employment for the second or third shift shall be negotiated and agreed upon between the Shop Steward and the Company before work is begun on the second and third shift.

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

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



**6.06 Monday through Friday shall constitute the regular workdays and regular workweek.**

**6.07 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.**

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

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

**6.10 For the duration of this Agreement there shall be two (2) rest periods of ten (10) minutes' duration work station to work station, one of which shall be during the first four (4) hours of each shift and the second during the second four (4) hours of each shift. During such rest periods each employee shall be paid that applicable hourly rate and no work shall be performed during such period or periods and the employees may, if they desire to do so, obtain and consume refreshments and food.**

**6.11 A five (5) minute clean-up of work area will be granted at the end of each shift. After clean-up of work area, the employees may use the balance of the time to wash up.**

**6.12 Senior employees shall be granted preference of shift when more than one shift is employed, providing plant continuity and productivity can be maintained.**

**6.13 Work outside the shop exceeding a duration of three (3) days or more, where a site office/lunch room and washroom facilities are available and the worksite is within 20 kilometers of the city limits, work time starts from start of shift at the site office including the use of a Company provided vehicle.**

**6.14 Work performed at the yard with a duration of two (2) days or more, the start of the shift is at the yard. Work performed at a site location with a duration of less than three (3) days, work starts time is at the shop.**

**6.15 Work sites greater than twenty (20) kilometers of travel or requiring alternate modes of transportation other than vehicle, ie: boats, planes, helicopters), all travel time to be paid as straight time and not to be considered as part of the work day.**

## **ARTICLE 7 - OVERTIME**

**7.01 All work done by an employee before or after the regular work hours on any shift and all work done in excess of the regular work day for any shift, Monday to Friday inclusive, shall be considered overtime work. The first two (2) hours of overtime worked on week days to be paid at the rate of one and one-half (1 ½ ) hours times the regular straight time rate. All hours in excess of two (2) hours to be paid at double time.**

**7.02 All work done by an employee on Saturday shall be considered overtime work. The first eight (8) hours of overtime worked on Saturday to be paid at the rate of one and one-half (1 ½ ) hours times the regular straight time rate. All hours in excess of eight (8) hours to be paid at double time rate. Employees assigned to the second or third shifts, if any, for the preceding Friday, shall complete such shifts on Saturday morning at such employee's applicable rate for the preceding Friday. All overtime work done on Saturday shall be done on a voluntary basis.**

**7.03 All work done by an employee on Sunday shall be considered overtime work and shall be paid for at double time such employee's current regular straight time hourly rate.**

**7.04 All work done by an employee on any recognized holiday specified in the succeeding Section, or any day observed as such, shall be considered overtime work and shall be paid for at double time such employees current regular straight time hourly rate.**

## **ARTICLE 8 - HOLIDAYS, HOLIDAY PAY**

**8.01 Subject to the conditions contained in Subsection 8.02 below, employees who have been in the continuous service of the Company thirty (30) calendar days or more prior to a holiday shall be paid a regular day's pay. For the purpose of this Agreement, the following shall be recognized and observed as holidays:**

<b>New Year's Day</b>	<b>BC Family Day</b>	<b>Good Friday</b>
<b>Easter Monday</b>	<b>Victoria Day</b>	<b>Canada Day</b>
<b>BC Day</b>	<b>Labour Day</b>	<b>Truth and Reconciliation Day</b>
<b>Thanksgiving Day</b>	<b>Remembrance Day</b>	<b>December 24<sup>th</sup> Day</b>
<b>Christmas Day</b>	<b>Boxing Day</b>	

**and if declared by the Provincial and/or Federal Governments, one additional day will be granted. In the event such holidays should fall on a Saturday or Sunday, another mutually agreeable day shall be observed as the holiday in question. Any employee who has been laid off in accordance with Article 15, SENIORITY, and is recalled during the thirty (30) calendar day period immediately prior to a holiday, shall qualify for payment of said holiday providing all other conditions of Article 8 have been met.**

**8.02 In order to be eligible to receive pay for any of the holidays, or days observed as such, not worked as provided for in Subsection 8.01 above, an employee must have been employed at least thirty (30) calendar days prior to the occurrence or observance of the holiday in question and provided further, such employee must have worked for the Company on the last regular workday immediately preceding and on the first regular workday immediately following the holiday in question unless his or her failure to work for the Company on such day or days, was due to absence because of being on paid vacation, as hereinafter provided for in this Agreement, or because of confirmed illness or injury that occurred or commenced on the holiday, the day immediately following the holiday, or during the sixty (60) days immediately preceding the holiday in question, or because of layoff by the Company that commenced not more than thirty (30) days preceding the holiday in question, or because of death in the family (mother, father, spouse, children, brother, sister, grandparents, or in-laws), or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to employees drawing Workers' Compensation or Weekly Indemnity benefits.**

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

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

#### **ARTICLE 9 - RATES OF PAY AND WORK ASSIGNMENTS**

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

**Effective as of May 1, 2023 and continuing until midnight April 30, 2024, each employee shall be paid no less than the minimum hourly wage rate set forth in Column "A" for the classification in which such employee is included or classified.**

**Effective as of May 1, 2024 and continuing until midnight April 30, 2025, each employee shall be paid no less than the minimum hourly wage rate set forth in Column "B" for the classification in which such employee is included or classified.**

**Effective as of May 1, 2025 and continuing until midnight April 30, 2026, each employee shall be paid no less than the minimum hourly wage rate set forth in Column "C" for the classification in which such employee is included or classified.**

**As of the effective date of this Agreement, twelve cents (\$0.12) per hour will be paid for boot (including rain boots) and glove allowance for all hours worked.**

<b><u>CLASSIFICATION</u></b>	<b><u>'A'</u> May 1/23</b>	<b><u>'B'</u> May 1/24</b>	<b><u>'C'</u> May 1/25</b>
<b>APPRENTICE TRAINED AND/OR COMPANY APPROVED JOURNEYMAN FABRICATOR.</b> (One who is apprentice trained and/or who is capable of fabricating all types of work normally fabricated in this plant and who is able to read and interpret all types of blueprints required for such work.)	<b>46.21</b>	<b>48.06</b>	<b>49.98</b>
<b>FABRICATOR (Those not included in above classification.)</b>	<b>43.96</b>	<b>45.72</b>	<b>47.55</b>
<b>Machinist</b>	<b>46.21</b>	<b>48.06</b>	<b>49.98</b>
<b>Machinist II</b>	<b>43.96</b>	<b>45.72</b>	<b>47.55</b>
<b>Maintenance Mechanic</b>	<b>46.21</b>	<b>48.06</b>	<b>49.98</b>
<b>Welder (all position including CO2)</b>	<b>43.96</b>	<b>45.72</b>	<b>47.55</b>
<b>CO2 Welder (Not qualified as above)</b>	<b>42.96</b>	<b>44.68</b>	<b>46.47</b>
<b>Yard Crane Operator (over 12T.)</b>	<b>41.60</b>	<b>43.26</b>	<b>44.99</b>
<b>Cold Saw</b>	<b>40.16</b>	<b>41.77</b>	<b>43.44</b>
<b>PAINTER (must be qualified in all painting procedures and must be able to apply paints without supervision.)</b>	<b>41.72</b>	<b>43.39</b>	<b>45.13</b>
<b>Brake Operator</b>	<b>41.72</b>	<b>43.39</b>	<b>45.13</b>
<b>Yardman</b>	<b>39.41</b>	<b>40.99</b>	<b>42.63</b>
<b>Machine Operator</b>	<b>39.41</b>	<b>40.99</b>	<b>42.63</b>
<b>Helpers</b>	<b>27.00</b>	<b>28.08</b>	<b>29.20</b>
<b>Clean Up Person/Student</b>	<b>18.56</b>	<b>19.30</b>	<b>20.07</b>

**LEAD HANDS** - To be paid two and one-half percent (21/2%) per hour above highest job classification which he supervises. A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who because of exceptional skill and ability or the nature of the work is so recognized by the Company.

**CHARGE HANDS** - To be paid six percent (6%) per hour above the highest job classification which he supervises. A Charge Hand is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of the work.

**DESIGNATED FIRST AID ATTENDANT:** Eighty cents (\$0.80) per hour will be paid above own classification. The Company will pay for the course and wages incurred for the designated first aid attendant for re-training.

**IMPROVERS** - To be paid 10% below the classification rate for the first twelve (12) months of improvership and 6% below the classification rate for the second twelve (12) months of improvership. The above clause is applicable to Fabricators and Maintenance Men only.

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

### **Welder Training Classification**

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

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

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

1<sup>st</sup> 1,000 hours – 70%

2<sup>nd</sup> 1,000 hours – 80%

3<sup>rd</sup> 1,000 hours – 90%

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

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

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

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

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

**9.06 APPRENTICES: All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and parties agree to observe all provisions of said Act.**

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

**APPRENTICE RATE OF PAY**

<b>1<sup>st</sup> 6 months of Apprenticeship:</b>	<b>55% of Journeyman Rate</b>
<b>2<sup>nd</sup> 6 months of Apprenticeship:</b>	<b>60% of Journeyman Rate</b>
<b>3<sup>rd</sup> 6 months of Apprenticeship:</b>	<b>65% of Journeyman Rate</b>
<b>4<sup>th</sup> 6 months of Apprenticeship:</b>	<b>70% of Journeyman Rate</b>
<b>5<sup>th</sup> 6 months of Apprenticeship:</b>	<b>75% of Journeyman Rate</b>
<b>6<sup>th</sup> 6 months of Apprenticeship:</b>	<b>80% of Journeyman Rate</b>
<b>7<sup>th</sup> 6 months of Apprenticeship:</b>	<b>90% of Journeyman Rate</b>
<b>8<sup>th</sup> 6 months of Apprenticeship:</b>	<b>95% of Journeyman Rate</b>

**Effective March 1, 2018- A three (3) year training program for Metal Fabrication was implemented by ITA.**

**The rates of pay will be as follows:**

**1st year - 60% for Journeyman rate of pay**

**2nd year - 75% for Journeyman rate of pay**

**3rd year – 90% for Journeyman rate of pay**

**The Company will provide top up payments in conjunction, if eligible, with the Employment Insurance Benefits to a total of 95% of the employees current income during the period such Employment Insurance Benefits are paid. Following the completion of this benefit period and the successful completion of the apprenticeship training an additional 5% will be provided when the employee returns back to work from such training. This will provide 100% of the employees' wages during any apprenticeship training period meeting the requirements of the collective bargaining agreement.**

## **ARTICLE 10 - PAY DAYS**

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

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

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

## **ARTICLE 11 - REPORTING PAY**

**11.01 Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least four (4) hours, shall be paid at the applicable straight time hourly rate or the applicable overtime rate, whichever is the greater, for four (4) hours' actual work on that day, except where failure to so put such to work is occasioned by non-operation of the plant, or a substantial part thereof, as a result of fire, Act of God, failure of power or major breakdown of equipment. In this event one (1) hour would be paid if personal notification was not made. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.**

**11.02 Any employee who, by order of the Company, reports for work during the twelve (12) consecutive hours immediately following the regular quitting time of his regular shift, Monday to Friday, shall, for all time worked during such twelve hour period, be paid the applicable overtime rate therefore, or such employee shall receive two (2) hours' pay at the applicable overtime rate, whichever is the greater.**

**11.03 Any employee injured while working for the Company who is sent to a doctor by the Company's First Aid Department, and returns to work during his regular working hours the same day, shall be paid by the Company at the applicable wage rate for such time thereby lost on such day by such employee; and if he shall on any subsequent day on which he performs work for the Company be requested by the doctor to take further treatment for such injury during his regular working hours, he shall be paid by the Company the applicable wage rate thereby lost on such day by such employee provided satisfactory proof is furnished by the doctor to the Company giving particulars of employee's visit. Should an injured employee be admitted to a hospital or be instructed by the Company or by the doctor to refrain from performing further work on the day such employee is injured such employee shall receive the applicable hourly rate for the full shift.**

**11.04 Employee shall adhere to the Company's Return to Work Policy.**

## **ARTICLE 12 - VACATIONS**

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

**12.02 Employees with less than three (3) year's seniority as of July 1, 1987 and each year thereafter shall be governed by the Holiday With Pay Act of the Province of British Columbia.**

**Each employee who shall have been in continuous services of the Company (as the term "continuous service" is used in Article 15 of this Agreement) prior to July 1, 1987 and each year thereafter, shall be granted:**

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Period</u></b>	<b><u>Pay</u></b>
<b>1 year but less than three (3) years</b>	<b>2 weeks' vacation</b>	<b>4%</b>
<b>3 years but less than eight (8) years</b>	<b>3 weeks' vacation</b>	<b>6%</b>
<b>8 years but less than fifteen (15) years</b>	<b>4 weeks' vacation</b>	<b>8%</b>
<b>15 years but less than twenty-two (22) years</b>	<b>5 weeks' vacation</b>	<b>10%</b>

**The above percentage shall be paid on gross earnings for the immediate year prior to the cut-off date June 30th. of the current year.**

**12.03 Employees entitled to two (2) weeks' vacation pay shall be granted two (2) weeks' vacation (fourteen (14) consecutive days) commencing Monday or first day of week scheduled shift per Article 6.14.**

**Employees entitled to three (3) weeks' vacation shall be granted three (3) weeks' vacation (twenty-one (21) consecutive days) commencing Monday or first day of week of scheduled shift per Article 6.14.**

**Employees entitled to four (4) weeks' vacation shall be granted four (4) weeks' vacation (twenty-one (21) consecutive days between June 1 and October 1 and the other seven (7) days at the Company's convenience commencing Monday or first day of week scheduled shifts per Article 6.14.**

**Employees entitled to five (5) weeks' vacation shall be granted five (5) weeks' vacation (twenty-one (21) consecutive days) between June 1 and October 1 and the other fourteen (14) days at the Company's convenience commencing Monday of first day of week of scheduled shift per Article 6.14.**



**12.04 Vacations shall not be cumulative, but must be granted and taken in the year in which they are due. Vacations shall be granted June 1 and October 1 at the time most desired by the employees in question, with due regard for seniority, provided however, the final allocation of vacation periods between June 1 and October 1 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 employee 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 in the current calendar year and provided further, that employees entitled to two (2) and three (3) weeks' vacation may, with permission of the Company, take their vacations in non-consecutive weeks.**

**12.05 Vacation requests submitted at least two (2) weeks, fourteen (14) days in advance. Maximum two (2) employees in same classification will be permitted at a time.**

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

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

<b>13.01 Life Insurance and AD&amp;D</b>	
Life	\$75,000.00
AD&D	\$75,000.00
Premiums	100% Employer Paid
Waiting Period	3 Months
Carrier	MSA or Equivalent
* All Classifications	

<b>13.02 Weekly Indemnity</b>	
Coverage	\$525.00 or fifty five (55%) of weekly wages, whichever is greater for 26 weeks commencing first day after an accident and the fourth day after sickness.
Premiums	100% Employer Paid
Waiting Period	3 Months
* All Classifications	

<b>13.03 BC Medical Services Plan</b>	
Premiums	100% Employer Paid
Waiting Period	Coverage will commence the first of the month following the month of employment.
Carrier	BC Medical Services Plan (MSP)
* All Classifications	

<b>13.04 Extended Health</b>	
Eligibility	Please see benefit booklet for coverage details
Premiums	100% Employer Paid
Waiting Period	Coverage will commence the first of the month following the month of employment.
Carrier	MSA or Equivalent
*All Classifications	

<b>13.05 Dental</b>	
Basic	100% of dental costs
Major Restorative	50% of dental costs
Premiums	100% Employer Paid
Waiting Period	3 Months
Carrier	MSA or Equivalent
*All Classifications	

**Extension of Benefits:** Employees laid off shall be covered until the end of the month of lay-off for items 13.01, 13.03, 13.04 and 13.05. Coverage on items 13.01, 13.03, 13.04 and 13.045 shall be maintained for all employees on Workers' Compensation for a period not exceeding one (1) year, and on Weekly Indemnity for 26 weeks.

An employee on leave of absence, temporary lay-off, may continue his coverage for period of three (3) months by paying the full amount of Insurance, Medical and Dental premiums. The Company agrees to remit same with their regular group billing returns. In order for an employee to be eligible for the provisions of this subsection an employee must apply and remit payment to the Company prior to their billing date.

**ARTICLE 13(A) CANADIAN NATIONAL SHOPMEN PENSION FUND**

(A) The "Company" and the "Union" signatory to this Collective Agreement individually and collectively agree that each will remain a Contributing Employer and Participating Labour Organization, respectively, in the CANADIAN NATIONAL SHOPMEN PENSION FUND (hereinafter referred to as the "Pension Fund") and each agrees to remain a Contributing Employer and Participating Labour Organization in said "Pension Fund" for the duration of this Collective Agreement, including any renewals or extensions thereof. Said CANADIAN NATIONAL SHOPMEN PENSION FUND and the "Agreement and Declaration of Trust" shall be considered as being a part of this Collective Agreement as though set forth herein at length.

(B) Said "Pension Fund" was established and exists for the purpose of providing pension benefits for eligible employees of firms represented for the purpose of collective bargaining by Shopmen's Local Unions of the International Association of Bridge, Structural and Ornamental Iron Workers. Therefore, the "Company" and the "Union" signatory to this Agreement agree to remain participating entities in said "Pension Fund" for the purpose of providing pension benefits for the "Company's" employees included in the bargaining unit described and set forth elsewhere in this Agreement. By remaining a Contributing Employer in the "Pension Fund", the "Company" does not agree to be, and shall not be considered as, a fiduciary with respect to the "Pension Fund". The "Company" shall have no liability or obligation to the "Pension Fund" beyond its obligation to timely contribute, as set forth herein, and as may be set forth by federal or provincial law.

The "Company" and the "Union" further agree to cooperate in informing participating employees and beneficiaries in the "Pension Fund" as to the benefits they are entitled to. Therefore, booklets, literature or other pertinent information supplied by the "Fund Administrator" shall be distributed by the "Company" at its place of business to its covered employees.

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

(D) Commencing on the 1st. day of MAY 2023, and continuing until midnight APRIL 30, 2024, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "Four dollar and fifty cents (\$4.50)", per hour.

Effective on the 1st. day of MAY 2024, and continuing until midnight APRIL 30, 2025, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "Five dollar and fifty cents (\$5.50)," per hour.

Effective MAY 1, 2025, 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 said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "Six dollar and fifty cents (\$6.50)", per hour."

(E) Payments by the "Company" to said "Pension Fund", as provided for in the preceding Subsection, shall be transmitted by the "Company" to the Trustees of said "Pension Fund" no later than the 15th day of each month for the preceding month. Failure of the "Company" to make such monthly payments by the above stated date shall constitute a breach of this Agreement and shall additionally obligate the "Company" to pay to the Fund interest at the rate of 12% per annum from the date contributions are due until the date paid plus liquidated damages as may be provided in any collection policy approved by the Pension Fund's Trustees

(F) The terms of this Section may not be modified or amended in any manner by any other agreement. The "Company" and the "Union" hereby certify that they have not entered into, and will not enter into, any other agreements that would purport to modify any terms of, or obligations imposed upon, either of them by this Section.

#### **ARTICLE 14 - MOONLIGHTING**

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

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

AND:

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

#### **ARTICLE 15 - SENIORITY**

15.01 New Employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this Article, shall, for the purpose of administering the provisions of Subsection 15.03 below, be regarded as probationary employees until they have completed an aggregate total of thirty (30) days' work within the period of six (6) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. During the aforementioned probationary period, employees may be discharged or may be laid off without reference to length of service; and in either event, the Company shall be under no obligation to re-employ such person.

Upon completion of the aforementioned probationary period, employees shall have a plant-wide seniority status in accordance with their length of continuous service from the date of hiring.

Lay-offs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of the continuous service, as the term "continuous service" is used in this Article, and the employee's seniority status shall not be affected by such interruptions; provided however, the continuous service of an employee and his seniority status based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise.

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

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 to work, which shall not be less than five (5) working days, nor more than fifteen (15) working days after the mailing or sending of such notice. A copy of such notice shall be given to the Chief Shop Steward within twenty-four (24) hours after same is mailed or sent.

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

3. Discharge for proper cause,

4. If he resigns or quits.

5. When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness. When 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. After job postings have been answered by employees the Company has two (2) weeks to decide on the successful applicant.

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

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

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

**15.05 The Company shall post on its bulletin board lists showing the current seniority standing of each employee and shall furnish the Union a copy of such list. Revised lists will be posted every three (3) months and sent to the Union Office.**

**Any appeals from the seniority list as posted must be made within ten (10) regular 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.**

**15.06 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.**

**15.07 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.**

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

## **ARTICLE 16 - LEAVE OF ABSENCE, BEREAVEMENT PAY, JURY DUTY**

**16.01** 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 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.

**16.02 Bereavement Pay** - up to three (3) days only will be paid by the Company for the death in the family: spouse and children. One (1) day will be paid by the Company for the death of: mother, father, brother, sister, mother-in-law, father-in-law. These days will be paid in anticipation that the employee attends the funeral on a regular work day.

**16.03 Jury Duty** - Any regular full time employee who is required to perform Jury Duty or is subpoenaed to serve as a witness in a Court action or Coroner's Inquest, save and except actions involving the Company or Trade Unions and employee's private affairs, will be reimbursed by the Company for the difference between the pay received for such duty and his regular straight time hourly rate of pay. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for such duty. Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

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

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

Any regular full time employee in receipt of a subpoena shall be placed on permanent day shift during the period he or she is required to serve in Court. In any event the employee will return to work if he completes his Court duties during the hours of the employee's shift.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

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

**17.02 The Chief Shop Steward and two (2) additional Shop Stewards shall constitute the Shop Committee. In the absence of the Chief Shop Steward, three (3) Department Shop Stewards shall constitute the Shop Committee. The Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided for. The Union shall notify the Company within fifteen (15) days when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of the Supervisor whom the Stewards should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall, within fifteen (15) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their jobs / must first obtain permission from their Supervisor.**

**17.03 Grievances as used on 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.**

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

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

**Step 2 - Should the employee be dissatisfied with the Foreman's disposition of such complaint, the grievance may be referred to the Plant Superintendent. At this step the grievance shall be reduced to writing, giving all particulars including the applicable section of the Agreement if interpretation or alleged violation of the Agreement is involved.**

**The Plant Superintendent will answer the grievance in writing within five (5) working days or at a time mutually agreed upon. (Where the employee's Foreman does not report to a Plant Superintendent, then the employee's Foreman will handle Step 2).**

**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 representatives. The Works Manager will answer the grievance in writing within five (5) working days or at a time mutually agreed upon.**

**17.05 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.**

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



**17.07 The Union or the Company shall have the right to initiate a group grievance or a grievance of a general nature at Step 3, Subsection 17.04.**

**17.08 Insofar as possible, all grievances and disputes not settled as provided for in Step 1 of this Article shall be taken up on some one day of each week to be mutually agreed upon. Grievances necessitating immediate action shall be handled during working hours without loss of pay to the Shop Committee.**

**17.09 The Shop Stewards provided for and mentioned in this Article 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.**

#### **ARTICLE 18 - ARBITRATION**

**18.01 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 question as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the grievance procedure as set forth in the preceding Article of this Agreement shall upon the written request of either party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Subsection 17.04 of the preceding Article of this Agreement, be submitted to a Board of Arbitration, composed in the following manner: one (1) member of the Board of Arbitration shall be selected by the Company and one (1) member selected by the Union within seven (7) working days after receipt of such written request. The two 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.**

**18.02 The foregoing provisions for arbitration are not intended, and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this Agreement, nor shall the Board of Arbitration have any authority to alter or change any of the provisions of this Agreement, or substitute any new provisions in lieu thereof, or make any decision inconsistent with the terms and provisions of this Agreement.**

It is expressly understood and agreed that the foregoing provisions for arbitration shall not apply to any dispute as to terms or provisions to be incorporated in any proposed new Agreement between the parties. Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinabove provided for shall be submitted to the Board of Arbitration who made the award, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

#### **ARTICLE 19 - STRIKES AND LOCKOUTS**

19.01 The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it nor its representatives will, during the term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises. The Union further agrees that any employee or employees participating in, taking part in, instigating or assisting in instigating such strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this Agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition of reduction or willful restriction of production by an employee which is within such employee's reasonable control. No employee shall be disciplined for refusing to cross a legal picket line.

#### **ARTICLE 20 - PLANT VISITATION**

20.01 An authorized representative of the Union shall be permitted to visit the office of the Company during normal office hours and after notifying a representative of the Company, designated by it for such purpose, will be permitted to visit the Company's shop during working hours to investigate any matter covered by this Agreement.

#### **ARTICLE 21 - BULLETIN BOARDS**

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

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

#### **ARTICLE 22 - SAFETY AND HEALTH**

22.01 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.

**22.02** There shall be established a Safety Committee in accordance with the General Accident Prevention Regulations of the Workers' Compensation Act (B.C.) which shall be composed of not more than seven (7) men selected by the Union, together with Management representatives. The Committeemen shall investigate any unsafe condition 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 Committeemen may report. Once each month a minimum of three (3) of the Union's Committeemen, 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.

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

**22.04** 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.

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

1. Safety glasses, goggles, shields and ear protection.
2. Replacement of welding and burning lenses.
3. Welding helmets damaged on the job will be replaced at Company expense.
4. Safety hats complete with suspension.
5. Employees assigned to perform work in outside departments will be supplied with replacement rain gear (pants and coat) if damaged during the course of the work.
6. Each employee required to wear prescription glasses shall be reimbursed by the Company for the cost of replacement lenses damaged during work twice a year.
7. Three (3) pairs of coveralls per employee rated for the employees' classification.

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 twice a year per employee.

**22.06** All items issued to employees as described in the above subsection will be on a sign-out basis. All such articles will be returned in good condition (fair wear and tear excepted). If such articles are not returned, the replacement cost shall be deducted from the employee's pay cheque.

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

**22.08 Non-ticketed welders requesting a welding test will be provided with a coupon by the Company and test on their own time and pay for 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. If the Company requests upgrading of an employee's welding ticket, the test will be done on Company time and paid for by the Company. If an employee quits within three (3) months of testing, the employer's cost will be deducted from the final pay cheque of the employee.**

**"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".**

#### **ARTICLE 23 - SAVING CLAUSE**

**23.01 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 of Statute or 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.**

#### **ARTICLE 24 - INTERIM AMENDMENT**

**24.01 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 24 and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment.**

**The giving of such written "Request for Interim Amendment" shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Article 24, such disagreement shall not be reviewable under the grievance procedure set forth in Article 17, or arbitrable under the arbitration provisions and procedures set forth in Article 18 of this Agreement.**

#### **ARTICLE 25 - TECHNOLOGICAL CHANGE**

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

**ARTICLE 26 - SEVERANCE PAY**

**26.01** When the employment of an employee is terminated by the Company due to Plant closure for reasons other than those set out in Section 26.02 below, the Company, in addition to accrued vacation pay, shall pay an employee the following: one (1) week's pay for every two (2) years of service, over three (3) years up to a maximum of ten (10) week's pay.

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

**ARTICLE 27 - DURATION AND TERMINATION**

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of April 30, 2026 and unless written notice is given by either party to the other at any time within the four (4) months immediately preceding such date of a desire for change therein or to thereafter 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 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 24 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Article.

IN WITNESS WHEREOF, this Agreement has been executed by the

parties hereto this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

**BROADWATER INDUSTRIES**

\_\_\_\_\_  
President – Ron Hume

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

**LETTER OF ACCEPTANCE**

**Between**

**Broadwater Industries**

**And**

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

**Re: I.M.P.A.C.T.**

**It is agreed between the parties that the Company will meet with a representative of I.M.P.A.C.T. and enter into meaningful discussions to have a better understanding of the program.**

**Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**For:**

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

**For:**

**BROADWATER INDUSTRIES**

\_\_\_\_\_  
**President – Ron Hume**

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