



“Leaders in Manufacturing with Pride, Dignity and Security”

MASTER AGREEMENT

Between

RAPID-SPAN STRUCTURES LTD.

and

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

Table of Contents

Article		Page
	STANDARDS OF EXCELLENCE	3
	PREAMBLE AND PURPOSE OF AGREEMENT	4
1	BARGAINING UNIT	5
2	INTERNATIONAL NOT A PARTY TO AGREEMENT	5
3	UNION RECOGNITION	5
4	UNION SECURITY AND CHECKOFF	6
5	MANAGEMENT PREROGATIVES – SHOP RULES	7
6	HOURS OF WORK	8
7	OVERTIME	9
8	HOLIDAYS – HOLIDAY PAY	10
9	RATES OF PAY AND WORK ASSIGNMENTS	10
10	PAY DAYS	11
11	REPORTING PAY	11
12	VACATIONS	12
13	GROUP BENEFITS	12
13A	CANADIAN NATIONAL SHOPMEN PENSION	13
14	ERECTION AND FIELD FABRICATION	14
15	SENIORITY	15
16	LEAVE OF ABSENCE	16
17	GRIEVANCE PROCEDURE	17
18	ARBITRATION	18
19	STRIKES AND LOCKOUTS	19
20	PLANT VISITATION	19
21	BULLETIN BOARDS	19
22	SAFETY AND HEALTH	20
23	TECHNOLOGICAL CHANGE	21
24	SEVERANCE PAY	21
25	SAVING CLAUSE	21
26	INTERIM AGREEMENT	21
27	DURATION OF AGREEMENT	22
	APPENDIX ‘A’ – JOB CLASSIFICATION AND PAY RATES	23
	LETTER OF UNDERSTANDING #1 – APPRENTICESHIP	26
	LETTER OF UNDERSTANDING #2 – MAINTENANCE	28
	LETTER OF UNDERSTANDING #3 – MODIFIED WORK WEEK	29
	LETTER OF UNDERSTANDING #4 – LABOUR MGMT COMMITTEE	30
	LETTER OF UNDERSTANDING #5 – CNSPF	31
	LETTER OF UNDERSTANDING #6 – STANDARDS OF EXCELLENCE AND IMPACT	32
	LETTER OF UNDERSTANDING #7 – PRODUCTIVITY BONUS	33

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 Rapid-Span Structures, our trade and Union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence.

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

As an Ironworker member, I agree to:

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

COLLECTIVE AGREEMENT

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

RAPID-SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

AND:

**SHOPMEN'S LOCAL UNION NO. 712 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL
AND 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 expenses 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 further 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:

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. This Agreement shall not restrict performance by shop production and maintenance employees of erection, installation, or construction or works and contracts undertaken by the Company.

1.02 "Maintenance" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, plant and property. It is agreed that the parties hereto will have a letter of understanding allowing outside contractors to do maintenance as required by the Company. If the Company should hire employees to do this work then they will be hired in accordance with Article 1.01.

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 for performing work operations, experimenting, installing new procedures, or in cases of emergency, shall not perform production and maintenance work normally assigned to hourly rated employees.

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

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural, Ornamental and Reinforcing 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. This Agreement will not limit the Company's exclusive right to establish new job classifications and promptly enter into negotiations for inclusion in Article 10.

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 or premises, 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 thirty-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 shall have the right to select and employ any competent worker, provided however that such workers hired shall be required to be registered as Union members in accordance with Article 4.01 and, provided that notice of such hiring shall be given to the Chief Shop Steward.

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 3/4) hours, plus the International Per Capita, pay received by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours' pay or more in any month shall have full dues deducted). Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such date a new Agreement is negotiated. Such dues shall not be changed except in accordance with the provisions of the International Constitution and Bylaws of the Union, and in such event, said Financial Secretary shall notify the Company in writing.

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.

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

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

4.08 Under no circumstances shall a Chief Shop Steward or Stewards' Committee or any employee of the Company covered by this Agreement make any arrangements with 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 covered by this Agreement, 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 RULE

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. The Company shall furnish the Union a copy of all printed or written matters directed at employees covered by this Agreement. The Company shall not take disciplinary action except in the presence of a shop steward unless the circumstances justify immediate suspension or discharge.

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.

5.04 When the Company finds it necessary to lay-off or discharge a Chief Union Steward, the Business Agent of the Union shall be notified prior to such lay-off or discharge, except for proper cause in which case the Business Agent of the Union shall be notified as early as is reasonably possible.

ARTICLE 6 - HOURS OF WORK

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

6.02 A regular work day shall consist of any consecutive eight (8) hour period between 6:00 a.m. and 6:00 p.m. for the day shift or, any consecutive eight (8) hour period between 2:00 p.m. and 2:00 a.m. for the afternoon shift or, any consecutive eight (8) hour period between 10:00 p.m. and 10:00 a.m. for the night shift. A regular work week shall consist of forty (40) hours.

6.03 The Company may, at its discretion, elect to employ a week-end shift consisting of three (3) consecutive twelve (12) hour days between Friday and Monday. If such election is made the regular shifts set out in Subsection 6.02 above may be changed to four (4) consecutive ten (10) hour shifts. Pay for the week-end shift of thirty-six (36) hours will be for forty (40) hours and employees on this shift will have a minimum of four (4) consecutive days off before commencing their next shift.

6.04 With reference to Article 6.02:

(a) The afternoon shift will consist of seven (7) hours and forty-five (45) minutes of time worked with an additional fifteen (15) minutes of time paid according to the rates at Article 9.02.

(b) The night shift will consist of seven (7) hours and thirty (30) minutes of time worked with an additional thirty (30) minutes of time paid according to the rates at Article 9.02.

(c) At the sole discretion of the Company based on crew size and work load, the following options may be followed: (See Letter of Understanding #3)

The day shift will work five (5) eight (8) hour shifts or 4 ten hour shifts per week. The afternoon shift will work 5 seven and three-quarter hour shifts or 3 nine hour and fifty minutes shifts and 1 nine and three quarter hour shift per week. The night shift will work 5 seven and one-half hour shifts or 3 nine and one-half hour shifts and 1 nine hour shifts per week.

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

6.06 Monday through Friday will normally constitute the regular work-week except that when production and shipping schedules require a change, Tuesday through Saturday will be considered a regular work-week. Notice of three (3) days prior to end of current work-week will be given by the Company when such change is imminent.

6.07 The starting time and quitting time of the various shifts, as herein provided for, may be changed by the Company from time to time. The Company will provide notice of any change three (3) working days prior to the effective date of the change.

6.08 All employees must report punctually for work according to the starting time of the shift assigned and must remain performing diligently the duties assigned until the end of the shift. It is the employee's responsibility to notify the employer when absent and to offer an explanation.

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

6.10 For the duration of this Agreement there shall be two (2) rest periods of fifteen (15) minutes duration 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. It is expressly understood that if conditions of work make it impractical for any one or more employees to have their rest period during the predetermined time period, then the rest period shall be allowed as soon thereafter as the condition allows and in any case not later than thirty (30) minutes beyond the predetermined time period.

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 as determined by the Company.

ARTICLE 7 - OVERTIME

7.01 Time worked in excess of standard hours of work, as set out in Article 6, shall be considered as overtime and rates shall apply as follows:

The first two (2) hours worked in excess of eight (8) in the regular work-day of the work-week shall be paid at the rate of one and one-half (1 ½) time.

All hours worked in excess of ten (10) in the regular work-day of the work-week shall be paid at the rate of double time.

The first eight (8) hours worked on non-regular work days that are in excess of forty (40) hours for that week shall be paid at the rate of one and one-half (1 ½) time. All hours worked in excess of eight (8) hours on a non-regular work day or in excess of forty-eight (48) hours in the work week shall be paid at the rate of double time.

All work done on any general holiday as declared by the Provincial Government of the Province of British Columbia, or day observed as such, shall be paid at the rate of one and one-half (1 ½) time for the first eight (8) hours and double time for all hours in excess of eight (8) hours.

7.02 A fifteen (15) minute coffee break shall be granted at the end of the regular shift prior to commencing overtime, provided the overtime period is to be one (1) hour or more. This break is to be paid at straight time.

Employees shall be entitled to rest periods as laid out in Article 6.10 for any overtime period that exceeds two (2) hours.

7.03 Vacations, approved at least 21 days in advance and union business, shall not be deducted from 40 hours in the week, for the purpose of overtime calculations.

ARTICLE 8 - HOLIDAY PAY

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

New Year's Day	Dominion (Canada) Day	December 24th
Good Friday	Labour Day	Christmas Day
Thanksgiving Day	Remembrance Day	Boxing Day
Victoria Day	Employee Birthday	BC Day
Family Day		

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 work-day immediately preceding and on the first regular work day immediately following the holiday in question unless his or her failure to work for the Company on such day or days, was due to absence because of being on 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 layoff by the Company that commenced not more than thirty (30) days preceding the holiday in question, or for 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) will be paid eight (8) hours' pay for each such holiday in addition to his vacation pay and he will receive one (1) additional consecutive days' vacation for each such holiday.

8.04 All work performed on any such holiday or day observed as such, will be paid for at the rate of one and one-half (1 1/2) times the straight time rate, for the first eight (8) hours and two (2) times the straight time rate for all hours in excess of eight (8) hours. In addition to such overtime 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 If the Union should initiate a Union R.R.S.P. the Company shall deduct employee contributions, as authorized in writing by the employee, and remit such deduction to the Union.

9.02 Refer to APPENDIX "A".

9.03 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.

9.04 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, or in the case of demotion due to lack of competence as determined by the Company.

9.05 FIRST AID ATTENDANTS will receive an hourly pay differential according to the following schedule:

CERTIFICATE

Level 1	\$0.75
Level 2	\$1.00
Level 3	\$1.15

The Company will reimburse the out of pocket expense (exclusive of paid time) for maintaining the level of certificate presently held.

9.06 A shift differential will be paid for hours worked according to the following schedule:

SHIFT

Afternoon	\$1.00
Night	\$1.20

ARTICLE 10 - PAY DAYS

10.01 Employees shall be paid by direct deposit 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 within two (2) working days after termination.

10.02 All work performed shall be paid for on an hourly basis. For the purpose of this Subsection actual time spent traveling to a work site will not be considered part of a work day.

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

ARTICLE 11 - REPORTING PAY

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

11.02 Any employee injured while working for the Company who is sent to a doctor by the Company, 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.

ARTICLE 12 - VACATIONS

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

1 year but less than four (4) years	2 weeks' vacation	4 %
4 years but less than eight (8) years	3 weeks' vacation	6 %
8 years but less than fifteen (15) years	4 weeks' vacation	8 %
15 years and over	5 weeks' vacation	10 %

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

Employees can also pick one pay period per calendar year that they can receive a cash draw, subject to 21 days written notice and a minimum of \$500.00.

12.03 Vacations shall not be cumulative, but must be granted and taken in the calendar year in which they are due. Vacations shall be granted between 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. The Company shall have the right to limit the number of employees on vacation at any one time to one (1) where the work force is less than thirty (30) members and two (2) where the work force is thirty (30) or more members. The Company shall give each member at least ninety (90) days advance notice of the vacation period allotted to them, otherwise the employees shall take their vacations in accordance with their original request. It is further provided that employees may, with the permission of the Company, take their vacation during some other period in the current calendar year and, provided further, that employees entitled to two (2) or three (3) weeks' vacation may, with the permission of the Company, take their vacation in non-consecutive weeks.

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

ARTICLE 13 - GROUP BENEFITS

13.01 The Company agrees to provide group insurance coverage.

PREMIUM: Employer 100%

Life Insurance: \$75,000.00

Accidental Death & Dismemberment: \$75,000.00

Weekly Indemnity: 2/3rd. Wage Level - Max. \$575.00/wk.

Extended Health Benefits: 80% coverage / \$25.00 deductible per year.

Vision Care: Per family member per 24 month period - maximum \$250.00.

13.02 Medical coverage as provided by the Medical Services Plan of British Columbia will be contracted on a group basis. The premium costs will be as per Article 13.01. Coverage will commence as per the terms of the Group Insurance coverage.

13.03 Dental coverage will be as per current policy and certain limitations may be applicable, refer to the Plan information. The premium costs will be as per Article 13.01.

PLAN "A": Basic Coverage - 100%

PLAN "B": Major restorative coverage - 80%

PLAN C: Orthodontics maximum benefit paid by insurance is \$1,500 per child life time. The cost will be on a shared basis; i.e.: 50% paid by Employee; 50% paid by Insurance to the maximum stated.

13.04 An employee on leave of absence or temporarily laid off may continue his coverage, unless barred by the provisions of the insurance contract, for three (3) months by paying the full amount of the insurance, medical or dental premiums. The Company agrees to remit same with their regular group billing return. In order for an employee to be eligible for the provisions of Subsection 13.01, 13.02 and 13.03, he must apply and remit payment to the Company prior to the billing date.

13.05 Waiver of premiums will be in accordance with the policies contracted.

13.06 Benefit coverage shall be maintained by the Company for all employees on Workers' Compensation for a maximum period of twelve (12) months and on Weekly Indemnity for a maximum period of six (6) months.

ARTICLE - 13A CANADIAN NATIONAL SHOPMEN PENSION FUND

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

(B) Said "Pension Fund" was established and exists for the purpose of providing pension benefits for eligible employees of firms represented for the purpose of collective bargaining by Shopmen's Local Unions of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. Therefore, the "Company" and the "Union" signatory to this Agreement agree to become 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 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 Twenty Five Cents (\$1.25)" per hour.

Effective on the 1st. day of December 2021, and continuing until midnight November 30, 2022, the Company agrees that for each hour whom this agreement is applicable, and 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 2022, and continuing until midnight November 30, 2023, the Company agrees that for each hour whom this agreement is applicable, and 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 Five Cents (\$1.35)" per hour.

Effective on the 1st. day of December 2023, and continuing until midnight November 30, 2024, the Company agrees that for each hour whom this agreement is applicable, and 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 first day of December, 2024, and for the duration of this collective agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One Dollar and Forty Five Cents (\$1.45)" 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 - ERECTION AND FIELD FABRICATION

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

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 four hundred and eighty (480) hours 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 plant-wide seniority status in accordance with their length of continuous service from the date of hiring. Layoffs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of the continuous service, as the term "continuous service" is used in this Article, and the employee's seniority status shall not be affected by such interruptions; provided however, the continuous service of an employee and his seniority status based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise.

1. Absence from work without leave, as hereinafter provided for in this Agreement, for one (1) consecutive work day, 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 employee(s), 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 two hundred and seventy (270) days, unless failure to perform work was due to compensable accident, such accident occurring while employed with the Company, or for confirmed illness.

15.02(a) When any vacancy occurs, or when a new job is instituted the job will be posted on the shop bulletin board at least two (2) working days before such vacancy or new job is to be filled.

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

(c) 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.

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

15.04 In the event of promotions and demotions, the Chief Shop Steward shall be notified at least one (1) work 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 five (5) 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 five (5) regular work days of return to work.

Such seniority list shall include the following:

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

15.06 The Company shall, each week, furnish the Union and the Shop Steward, a list of the names of its employees who, during the preceding week, left the employ of the Company and the reason therefore, and the names of all employees hired or returned to work during the preceding week. This list shall show the name, classification rate of pay and clock number (if any) 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 -Three (3)) days only will be paid by the Company for the death in the family: spouse, children, mother and father, brother or sister, mother-in-law, and father-in-law.

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 fifty percent (50%) of 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. 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 employee's responsibility to provide evidence of service.

Within twenty-four (24) hours of receipt of a subpoena the employee shall submit same to his 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 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 who have completed their probationary period.

17.02 The Chief Shop Steward and two (2) additional Shop Stewards, or the lesser number as determined by Subsection 17.01, shall constitute the Shop Committee. In the absence of the Chief Shop Steward, three (3) Shop Stewards, or the lesser number as determined by Subsection 17.01, shall constitute the Shop Committee. The Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided for. The Union shall notify the Company within fifteen (15) days after the signing of this Agreement of the names of its members who are appointed as Shop Stewards and shall within fifteen (15) days notify the Company when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of the Foremen whom the Stewards should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall, within fifteen (15) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their jobs must first obtain permission from their Foremen.

17.03 Grievance 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 General Foreman. At this step the grievance shall be reduced to writing, giving all particulars including the applicable Article of the Agreement if interpretation or alleged violation of the Agreement is involved. The General Foreman will answer the grievance in writing within five (5) working days or at a time mutually agreed upon. (Where the employee's Foreman does not report to a General Foreman, then the employee's Foreman will handle Step 2).

Step 3 - If no settlement is reached in Step 2, the grievance may be referred to the Works Manager of the Company or, in his absence, his 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 Griever. 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.

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 single arbitrator. In the event a single arbitrator is not mutually agreed upon within two (2) weeks, either party may request that the minister of Labour (B.C.) as provided for in The Labour Relations Code of British Columbia, appoint an arbitrator.

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.

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 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 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 shop by the Company for the exclusive use of the Union for the posting of Union notices relating to meetings, appointment of committees, election of officers, seniority schedules, dues, entertainment, health and safety. Such notices shall be restricted to the foregoing of this Article.

21.02 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 an Industrial Health and Safety Committee in accordance with Section 4 of the Industrial Health & Safety Regulations as prepared by the Workers' Compensation Board under the authority of the Workers' Compensation Act.

22.03 Any employee suffering injury while in the employ of the Company must report immediately to the Foreman or another Company representative or as soon thereafter as possible, and also report to the First Aid Attendant or another Company representative on returning to work.

22.04 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. Replacement of welding helmets damaged on the job.
4. Safety hats complete with suspension.
5. Prescription safety glasses - the cost will be reimbursed based on a 50/50 cost sharing by the employee and employer to a maximum of employer cost of one hundred and fifty dollars (\$150.00) per year. The employee must be employed for one (1) year prior to the purchase.

The Company will provide a maximum annual allowance of two hundred fifty dollars (\$250.00) with an option to carry over to a maximum of five hundred dollars (\$500.00) over a twenty-four (24) month period for the purchase of work boots, and/or protective clothing. Work Boots must meet W.C.B. Standards and clothing must be appropriate to our shop environment. The request for reimbursement must be supported by a paid receipt that has been approved by a manager. The employee must have been employed for one (1) year at the time of the purchase.

22.05 All items issued to employees as described in the above subsections 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.

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

22.07 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. Welding tests for expired tickets, where required by the Company, will be paid for by the Company and may be done on Company time. Employees required to re-test because of failure of a first test shall do the re-test on their own time and pay for the cost of such re-test. At the Company's discretion, failing a re-test will be cause for demotion according to the seniority provisions in this Agreement.

22.08 The Company will provide a list of hand tools required by an employee. The employee will be responsible for presenting his tools to the Shop Foreman for inspection and listing of rank and condition. The Company will replace, without cost to the employee any of the listed hand tools damaged or worn out in the performance of his duties. The Company will not be responsible for the replacement of lost or stolen tools. Claims made under this Article must be supported by the broken or worn out tool.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 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 24 - SEVERANCE PAY

24.01 When the employment of an employee is terminated by the Company due to permanent plant closure for reasons other than those set out in Section 24.02 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 five (5) years up to a maximum of ten (10) week's pay.

24.02 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.

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

ARTICLE 25 - SAVING CLAUSE

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

ARTICLE 26 - INTERIM AMENDMENT

26.01 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 26; 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 26, such disagreement shall not be reviewable under the grievance procedure set forth in Article 17, nor arbitrable under the arbitration provisions and procedure set forth in Article 18 of this Agreement.

ARTICLE 27 – DURATION OF AGREEMENT

27.01 This Agreement, with any amendments thereto made as provided for therein shall remain in full force and effect until midnight of November 30, 2025 and unless written notice be given by either party to the other at any time within the four (4) months immediately preceding such date of a desire for change therein or to terminate same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at any time with the four (4) months immediately preceding the expiration of such contract year. Any such notice as hereinabove provided for in this Subsection, 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 26 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Article.

RATIFICATION AND ACCEPTANCE

By signature and/or seal of their authorized representatives, the Parties indicate their ratification, acceptance and agreement to all of the forgoing, amendments and particulars.

DATED AT : _____, B.C. this _____ day of _____ 2020.

FOR:

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

FOR:

RAPID SPAN STRUCTURES LTD.

President – Ken Learmont

CEO

Recording Secretary – Harry Toor

President

APPENDIX "A"

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

FABRICATOR I: 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. Must hold Company CWB Tickets.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
36.37	37.10	37.84	38.60	39.37

FABRICATOR II: Those not included in above classification. Must hold Company CWB Tickets.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
33.00	33.66	34.33	35.02	35.72

WELDER I: Holds CWB tickets for company welding procedures and is able to perform any welding process in the shop including full penetration welds to X-Ray and/or UT standards, splicing and all manual, automatic and semi-automatic processes. Also required to fit beams and competently operate the Beam Jig and Gantry Sub-arc.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
32.60	33.25	33.92	34.60	35.29

WELDER II: Holds CWB tickets for company welding procedures. Required to fit beams, weld all manual, automatic and semi-automatic processes, and competently operate the Beam Jig and Gantry Sub-arc.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
31.60	32.23	32.87	33.53	34.20

WELDER III: Holds CWB tickets for company welding procedures and has other training and experience acceptable to the company.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
30.78	31.40	32.03	32.67	33.32

CNC PLATE PROCESSOR I: Qualified position on CNC Plate Processor must have a minimum of 4000 hours running the machine. Only one CNC Plate Processor 1 Operator is allowed per shift.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
32.12	32.76	33.42	34.09	34.77

CNC PLATE PROCESSOR II: Intermediate position on CNC Plate Processor, must have a minimum of 2000 hours running the machine.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
30.78	31.40	32.03	32.67	33.32

CNC PLATE PROCESSOR III: Training position on CNC Plate Processor. Must have previous burning and/or plasma experience and computer skills that is acceptable to the company.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
27.70	28.25	28.82	29.40	29.99

IRONWORKER: All duties of Helper I and able to operate the ironworker machine, including the layout for punching & shearing.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
26.80	27.34	27.89	28.45	29.02

HELPER 1: Able to operate shop machinery as approved by the company. Able to tack, weld, operate cranes, forklift and track burning/plasma operations. Loading of customer orders, check off materials arriving and store in appropriate space.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
25.70	26.21	26.73	27.26	27.81

HELPER II: General shop labour including drilling, grinding, cleaning, deck installations and operate overhead cranes and forklifts.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
23.46	23.93	24.41	24.90	25.40

HELPER III (STUDENT): Intention is for cleanup in yard and shop and the manual movement of materials and waste. May be provided training of equipment operation. Not a member of the union, (no initiation fee) but must pay union dues and contribute to the union pension plan. No benefits. Proof of student status required. Maximum of 2 students per shift.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
17.01	17.35	17.70	18.05	18.41

PAINTER/SANDBLASTER: Must be able to apply all paints to specifications. Able to sandblast to required specifications.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
30.18	30.78	31.40	32.03	32.67

MAINTENANCE I: One who is apprentice trained and/or holds interprovincial Ticket or Trades Qualifications for Mechanic, Millwright and Electronics diploma or other acceptable training and experience acceptable to the company. Must be able to perform maintenance and troubleshooting on all company tools and equipment competently.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
36.37	37.10	37.84	38.60	39.37

MAINTENANCE II: Those not included in the above classification. Performs maintenance functions as required under the direction and/or supervision of Maintenance I or shift Charge hand. Must have previous maintenance training and experience that is acceptable to the company.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
30.78	31.40	32.03	32.67	33.32

YARDMAN: All the duties of Helper 1, must have forklift training certificate, ability to load all products onto trucks, cycle counting, warehouse management, and able to manage tool room as required. Position will also require supervision of all yard related activities and personnel.

Dec 1/20	Dec 1/21	Dec 1/22	Dec 1/23	Dec 1/24
31.60	32.23	32.87	33.53	34.20

LEAD HAND:

A lead hand is an employee who is able and willing to instruct others in performance of their work. To be paid three and one-half (3.5%) percent per hour above highest classifications which he supervises.

CHARGE HAND PREMIUM:

A Charge Hand is an employee assigned to instruct others in the performance of their work and is held responsible for the quality and quantity of their work. Those assigned to be Charge Hand will be paid an hourly premium of two dollars and fifty-five cents (\$2.55) per hour while performing their Charge Hand duties.

WELDING SUPERVISOR: Active supervisors to receive fifty-five (\$.55) cents premium per hour. It is further understood that the Welding Supervisor premium cannot be cumulated with the Charge Hand or Lead Hand Premiums.

LETTER OF UNDERSTANDING #1

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F..L. C.I.O. - C..L.C.)**
(hereinafter referred to as the "Union")

APPRENTICE POSITION UNDER THE PROVINCIAL APPRENTICESHIP PROGRAM FOR EITHER WELDER OR FABRICATOR

Welder: The Welder Apprenticeship program is a Rapid-Span Structures in house program due to the cancelation of the formal Provincial Welding Apprenticeship Program. Employees that complete the in house Apprenticeship program are encouraged to "challenge" their C ticket and write the qualifying exams to obtain their Provincial C Welding Ticket.

Fabricator: Apprentices will be given the widest opportunity to gain experience in different situations, however, specific types of work such as bending, rolling, shearing, etc. will not be available.

Conditions for both apprenticeship program:

- A) The Joint Union and Management Committee (the Committee) will monitor the program.
- B) A separate job classification will be designated for each of welder apprentice and fabricator apprentice. Successful applicants for these programs will be assigned to these classifications while continuing their apprenticeship in good standing.
- C) The employer and apprentice will maintain any training records that may be required.
- D) Apprentices will not be subject to layoff under the normal seniority rules provided there remains a minimum of 4 Fabricator I employees to 1 apprentice or 4 Welder employees to 1 apprentice.
- E) There will be a maximum of two apprentices at each level in any one year.
- F) Candidates must have completed 1500 hours working time to be eligible.
- G) The company will post the position and screen the prospective candidates for approval by the Committee.
- H) An apprentice will have a 3 month probation in the program to ensure the candidate is committed enough and has the resources necessary to complete the program.

Rates of Pay	Welder (Welder II Base)	Fabricator (Fabricator I Base)
1 - 6 months	70%	70%
6 months – 1 st Year	80%	70%
2 nd Year	90%	85%
3 rd Year	N/A	95%

There will be no reduction in wages to enter an apprenticeship. I.e. maintain rate until incremental rates surpass.

The Company agrees that whenever it deems possible, it will train and/or promote from within its' existing work force.

Dated at _____ B.C. this _____ day of _____ 2020.

FOR:

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

FOR:

RAPID SPAN STRUCTURES LTD.

President – Ken Learmont

CEO

Recording Secretary – Harry Toor

President

LETTER OF UNDERSTANDING #2

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F..L. C.I.O. - C..L.C.)
(hereinafter referred to as the "Union")**

WITH REFERENCE TO ARTICLE 1.02

The Union agrees that the Company may contract out to others for any shop maintenance which cannot be performed competently or economically, as determined by the Company, by any of the employees.

The Company agrees that the ordinary repair and maintenance performed by its employees prior to this contract coming into force will continue to be performed by the employees included by Article 4.01.

Dated at _____ B.C. this _____ day of _____ 2020.

FOR:

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

FOR:

RAPID SPAN STRUCTURES LTD.

President – Ken Learmont

CEO

Recording Secretary – Harry Toor

President

LETTER OF UNDERSTANDING #3

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F..L. C.I.O. - C..L.C.)**
(hereinafter referred to as the "Union")

MODIFIED WORK WEEK Re: Four (4) Day Afternoon Shift – New Schedule

For the duration of the current agreement and notwithstanding Article 6.04 (c), it is understood by both parties, that the Afternoon Shift employees will work 39 ¼ hours per week on a four (4) day per week basis and will receive forty (40) hours at their regular straight time wage on the basis of the ten (10) hours pay for each regular shift worked, pursuant to the new schedule below:

NEW SCHEDULE

	<u>Hours Worked</u>	<u>PAID</u>
1 st Day	9 hrs. 50 minutes	10 Hours
2 nd Day	9 hrs. 50 minutes	10 Hours
3 rd Day	9 hrs. 50 minutes	10 Hours
4 th Day	9 hrs. 45 minutes	10 Hours

Statutory Holidays based on ten (10) hours.

Dated at _____ B.C. this _____ day of _____ 2020.

FOR:

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

President – Ken Learmont

FOR:

RAPID SPAN STRUCTURES LTD.

CEO

Recording Secretary – Harry Toor

President

LETTER OF UNDERSTANDING #4

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F..L. C.I.O. - C..L.C.)
(hereinafter referred to as the "Union")**

PRODUCTIVITY AND LABOUR RELATIONS

A labour management Committee shall be established. On written request of any of its member(s), the Labour Management Committee shall meet at least once a month 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.

Dated at _____ B.C. this _____ day of _____ 2020.

FOR:

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

FOR:

RAPID SPAN STRUCTURES LTD.

President – Ken Learmont

CEO

Recording Secretary – Harry Toor

President

LETTER OF UNDERSTANDING #5

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F..L. C.I.O. - C..L.C.)
(hereinafter referred to as the "Union")**

SHOPMEN'S PENSION

The members of the Union employed by the Company have agreed to increase their contribution to the Shopmen's Pension in the amount of \$1.00 (one dollar) per hour effective August 1, 2012.

Dated at _____ B.C. this _____ day of _____ 2020.

FOR:

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

President – Ken Learmont

Recording Secretary – Harry Toor

FOR:

RAPID SPAN STRUCTURES LTD.

CEO

President

LETTER OF UNDERSTANDING #6

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F..L. C.I.O. - C..L.C.)
(hereinafter referred to as the "Union")**

IMPACT

It is agreed between the parties that The Company will meet with a representative of the Union and enter into meaningful discussions regarding IMPACT to have a better understanding of the program before December 1st, 2021.

Dated at _____ B.C. this _____ day of _____ 2020.

FOR:

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

President – Ken Learmont

FOR:

RAPID SPAN STRUCTURES LTD.

CEO

Recording Secretary – Harry Toor

President

LETTER OF UNDERSTANDING #7

BETWEEN: RAPID SPAN STRUCTURES LTD.
(hereinafter referred to as the "Company")

**AND: SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS
(AFFILIATED WITH A.F.L. C.I.O. - C..L.C.)
(hereinafter referred to as the "Union")**

PRODUCTIVITY BONUS

A percentage base rate lump sum payment on all attended hours in the previous 12 months (excluding probationary period) shall be paid to all bargaining unit employees providing the annual average annual KPI goals are achieved.

To qualify for the Productivity Bonus the KPI levels achieved in the April 1st through March 31st of each year should be as follows:

KPI Range Between	Bonus Lump Sum Payment
88% - 89.99%	1%
90% - 91.99%	1.5%
92% - 94.99%	2%
95% - 99.99%	2.5%
100% and above	3%

The bonus will be paid by April 15th of each year. It is further understood that calculation method of the KPI's will remain the same as prior to the start day of this Collective Agreement.

This Letter of Understanding will expire on November 30, 2025.

Dated and Signed this _____ day of _____ 2020.

FOR:

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

FOR:

RAPID SPAN STRUCTURES LTD.

President – Ken Learmont

CEO

Recording Secretary – Harry Toor

President