



AGREEMENT

Between

EBCO METAL FINISHING LIMITED PARTNERSHIP

15200 KNOX WAY, RICHMOND, B.C.

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)

JUNE 1, 2022 to May 31, 2025

EBCO METAL FINISHING LIMITED PARTNERSHIP

MISSION STATEMENT

**EBCO METAL FINISHING PROVIDES QUALITY
PRODUCTS AND SERVICES AT COMPETITIVE
AND PROFITABLE PRICES**

**WE RECOGNIZE OUR PEOPLE AS OUR
NUMBER ONE ASSET
AND EXPECT WORK TO BE CARRIED
OUT IN A SAFE MANNER
IN AN ATMOSPHERE OF HARMONY,
INTEGRITY AND RESPECT**

**WE STRIVE TO BE RECOGNIZED
AS A LEADER IN OUR INDUSTRY**

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 Metal 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.**

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COLLECTIVE AGREEMENT

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

EBCO METAL FINISHING LIMITED PARTNERSHIP

(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")

PURPOSE OF AGREEMENT

WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, (as referred to in Article 1 of this Agreement) to prevent waste, unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Company sufficient skilled workmen and, insofar as possible, provide for labour's continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the Metal Industry such that costs may be as low as possible, consistent with fair wages and conditions and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

NOW THEREFORE, in 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 & UNION RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agency for those employees, duly certified under the Labour Relations Code of British Columbia for the purpose of Collective Bargaining with respect to rates of pay, hours of employment and all other working conditions.

1.02 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.

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

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

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural, Ornamental, and Reinforcing 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 SECURITY

3.01 Each of the Company's employees, as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the sixty-first (61) day following the effective date of this Agreement, or not later than the sixty-first (61) day following the beginning of his or her employment, whichever is the later. Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing.

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

3.03 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 in twenty-four (24) hours with competent employee(s), as defined by the Company, then the Company shall have the right to employ any other competent worker(s) from any other source, provided however, that such worker hired shall be required to be registered at the Union Office before commencing work. In the event of an increase in the number of apprenticeship positions, the Company shall have the right to employ any competent worker from any source, either within the Company or from outside the Company, provided, however, that workers hired from outside shall be required to be registered at the Union office before commencing work.

3.04 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 3.05 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.

ARTICLE 3 - UNION SECURITY (Continued)

3.05 The Union dues, as of the date hereof, are an amount equal to one and three quarter (1 $\frac{3}{4}$) hour's pay, plus International Per Capita Tax in an amount as advised by the Union to the Company, 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 as 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.

In addition to the applicable hourly wage rate for each hour worked by employees, the Employer and employees shall equally share the total contribution of three eighths of one percent (3/8 of 1%) i.e. 10 cents per hour over the length of a four (4) year agreement. The total contribution is equivalent to 2.5 cents per hour, each year and should be submitted to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a non-profit, jointly trusted Cooperative Trust established pursuant to the laws of Canada and the United States. The general purposes of the Trust include improvement and development of the Union Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

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

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.

3.06 Upon receipt of a signed individual authorization from any employee hired, or rehired after the effective date of this Agreement, the Company shall withhold from such employee's earnings for payment of Initiation and/or Reinstatement Fee, a sum not to exceed two hundred and fifty dollars (\$250.00). Such amount shall be withheld from the earnings of the employee in question in accordance with the provisions of such authorization, and when the full amount of such fee has been withheld, such authorization shall be null and void. Such Initiation and /or Reinstatement Fee shall not be changed except in accordance with the provisions of the International Constitution and By-Laws of the Union and in such event, said Financial Secretary shall notify the Company in writing, stating the amount to be deducted thereafter.

ARTICLE 3 - UNION SECURITY (Continued)

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

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

3.09 Under no circumstances shall a Chief 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.

ARTICLE 4 - MANAGEMENT PREROGATIVES

4.01 Management rights exercised by the Company unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company; provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

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

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

4.04 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.

4.05 Employees shall not engage in remunerative work for any other business which is in direct competition with the Company in any capacity which involves the sharing of proprietary information, nor shall employees put themselves in a conflict of interest situation by supplying a rival business with any of the Company's intellectual property, computer programs, blueprints or trade secrets.

ARTICLE 5 – HOURS OF WORK

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

5.02 For all shifts employed, a regular work day shall consist of eight and a half (8.5) consecutive hours, inclusive of the lunch period, with pay for eight (8) hours. The day shift shall operate between 6:00 a.m. and 6:00 p.m. and the regular work week shall consist of forty (40) hours

5.03 Where an afternoon shift is employed, it shall consist of eight and a half (8.5) consecutive hours, inclusive of the lunch break, between the hours of 2:00 p.m. and 2:00 am with pay for eight (8) hours. The regular work week for the afternoon shift shall consist of forty (40) hours. A premium of seventy-five cents (\$0.75) will be paid for hours worked on the regularly scheduled afternoon shift.

5.04 Where a night shift is employed, it shall consist of eight and a half (8.5) consecutive hours, inclusive of the lunch break, between the hours of 10:00 p.m. and 10:00 a.m. with pay for eight (8) hours. The regular work week for the night shift shall consist of forty (40) hours. A premium of one dollar (\$1.00) will be paid for hours worked on the regularly scheduled night shift.

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

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

ARTICLE 5 - HOURS OF WORK (Continued)

5.07 (a) Monday through Friday shall constitute the regular workdays and regular workweek.

(b) Where Maintenance is required on a Saturday, a Tuesday to Saturday workweek shall apply. On this workweek a twenty dollar (\$20.00) premium for Saturday work shall be paid.

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

5.09 All employees must punch in and out of the shop using the time clock(s) assigned to them. This can only be done using their own employee number and the job numbers they have been directed to use.

5.10 The foregoing provisions of this section are not intended and shall not be construed as preventing overtime work. It is understood that there shall be no discrimination in the assignment of overtime work and overtime shall be allocated as equitably as practical among the Employees qualified to perform the work in question. It being further understood that Employees assigned to perform a job during the regular work hours shall be given preference when overtime work is required on such jobs. It shall not be mandatory for an employee to work overtime. However, if all employees capable of doing the work refuse, the less senior employee(s) shall again be asked to work the required overtime. It is agreed that the Union or any of its representatives and Employees covered by this Agreement, will not attempt to dissuade, persuade or prevent any Employee from voluntarily performing overtime.

5.11 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. Employee will have a 30 minutes unpaid meal break. The meal break will be scheduled such that no employee works more than 5 consecutive hours without a meal break. It is understood that special arrangement by mutual agreement between the Company and the Union may alter this provision.

5.12 Senior employees shall be granted preference of shift when more than one shift is employed, providing work continuity, quality and productivity can be maintained.

ARTICLE 6 - OVERTIME

6.01 Time worked in excess of standard hour of work shall be considered as overtime and rates shall apply as follows:

The first three (3) hours worked in excess of eight (8) in the day from Monday to Friday inclusive, shall be paid at time and one-half (1 ½).

All hours worked in excess of eleven (11) hours in the day from Monday to Friday inclusive, shall be paid at double time (2).

The first eight (8) hours worked on Saturday in excess of forty (40) hours in the week, excluding those hours worked in excess of eight (8) in the day, shall be paid at time and one-half (1 ½).

All overtime worked on Sunday shall be paid at double time (2).

Employees required to work three (3) overtime hours shall be provided with a meal, up to a value of ten dollars (\$10.00), at the Company's expense, with a fifteen (15) minute break to consume such meal which will be paid by the Company on a straight time basis. This clause does not apply if the employee is specifically notified one (1) day in advance.

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

The Company shall provide a meal, up to the value of ten dollars (\$10.00), on weekends and statutory holidays if assigned work exceeds four (4) hours unless employee is notified one (1) day in advance that he is required to work more than four (4) hours.

6.02 A ten (10) minute coffee break shall be granted at the end of the regular shift prior to commencing overtime, provided the overtime period is more than two (2) hours. Break to be paid at straight-time.

ARTICLE 7 – HOLIDAYS, HOLIDAY PAY

7.01 Subject to conditions contained in Sub-Article 7.02 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 regular day's pay.

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

New Year's Day	Good Friday
Christmas Day	Easter Monday
Boxing Day	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Floating Holiday	Remembrance Day
Family Day	

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

FLOATING HOLIDAY

To qualify for the floating holiday the following conditions need to be met:

All new employees need to work for a six (6) month period to qualify.

Employees with one (1) or more years of service may request to take the floating holiday at any time during the calendar year, subject to giving two (2) weeks notice and receiving approval from their respective manager.

All other conditions applicable to Statutory Holidays, apply to the floating holiday.

The floating holiday must be taken by December 31ST of each year after an employee has qualified.

ARTICLE 7 – HOLIDAYS, HOLIDAY PAY (Continued)

7.02 In order to be eligible to receive a regular day's pay for any of the Holidays, or days observed as such, an Employee must have been employed at least thirty (30) calendar days prior to the occurrence or observance of the Holiday in question and provided further, such Employee must have worked for the Company on the last regularly scheduled workday immediately preceding and on the first regularly scheduled 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 the lay-off by the Company that commenced not more than thirty (30) days preceding the Holiday in question, or because of death in the immediate family (mother, father, spouse, children, brother, sister, grandparents, and in-laws), or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to Employees drawing Workers' Compensation or Weekly Indemnity Benefits.

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

7.04 All work performed on any such holiday or day observed as such, will be paid for at double rate. In addition to such double rate for work performed, each employee will be paid his regular day's pay straight rate for holiday pay.

ARTICLE 8 - RATES OF PAY AND WORK ASSIGNMENTS

Classification	June 1/22	June 1/23	June 1/24
GALVANIZING DEPT			
Millwright	32.72	33.70	34.37
Utility Mechanic	25.16	25.91	26.43
Mechanic II	27.50	28.33	28.90
Mechanic I	30.00	30.90	31.52
Electrician II	32.69	33.67	34.34
Electrician I	33.36	34.36	35.05
Shipper/Receiver II	24.97	25.72	26.23
Shipper/Receiver I	26.49	27.28	27.83
GALVANIZING DEPT			
Galvanizer Helper	24.37	25.10	25.60
Galvanizer/Pickler Assistant	26.41	27.20	27.74
Pickler	27.98	28.82	29.40
Galvanizer	29.31	30.19	30.79
LABOURER/RACKER/PACKAGER			
LABOUR/FILLER GALV DEPT			
Labourer Start*	20.33	20.94	21.36
Labourer after 120 Shifts*	21.33	21.97	22.41
Labourer after 240 Shifts*	21.93	22.59	23.04
Labourer after 360 Shifts	22.88	23.57	24.04
PLATING DEPT			
Millwright	31.10	32.03	32.67
Utility Mechanic	23.54	24.25	24.74
Mechanic II	25.88	26.66	27.19
Mechanic I	28.39	29.24	29.82
Electrician II	31.07	32.00	32.64
Electrician I	31.74	32.69	33.34
Shipper/Receiver II	23.35	24.05	24.53
Shipper/Receiver I	24.87	25.62	26.13
PLATING DEPT			
Production Plater	22.50	23.18	23.64
Plater III	23.42	24.12	24.60
Plater II	24.12	24.84	25.34

Plater I	25.78	26.55	27.08
Plater Technician/ Hard Chrome	27.34	28.16	28.72
POLISHING DEPT			
Polisher Start	20.16	20.76	21.18
After 120 Shifts	20.99	21.62	22.05
After 240 Shifts	21.83	22.48	22.93
After 360 Shifts	22.65	23.33	23.80
After 480 Shifts – Polisher **	24.18	24.91	25.41
Specialty Polisher	25.62	26.39	26.92
Quality Checker	23.35	24.05	24.53
PLATING DEPT			
LABOURER/RACKER/PACKAGER			
PLATING			
Racker/Packager (General Labor)			
Start*	19.33	19.91	20.31
After 120 Shifts*	20.11	20.71	21.12
After 240 Shifts*	20.85	21.48	21.91
After 360 Shifts	21.70	22.35	22.80

* **NOTE:** New labour rates are effective starting September 2nd, 2022 (after ratification), no retroactive.

** **NOTE:** Two current POLISHER 1 employees will be re-classified as POLISHER, and shall be blue circled (i.e. they shall be paid as a SPECIALTY POLISHER).

STUDENTS

Students may be hired by the Company only if the following requirements are met:

No current seniority list employee who is laid off and is willing to do the job.

They are employed for any duty between May and September.

They are a student in process of completing their education.

The number of students will not exceed ten (10) – May to September.

STUDENTS WILL NOT BECOME MEMBERS OF THE UNION, BUT WILL PAY UNION DUES. THEY WILL NOT BE ENTITLED TO RETAIN SENIORITY RIGHTS.

RATE OF PAY FOR STUDENTS:

STUDENTS WILL BE PAID AT A RATE OF PAY OF \$1.50 PER HOUR ABOVE MINIMUM WAGE WITHOUT MEDICAL, W.I., DENTAL BENEFITS.

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Continued)

LEAD HANDS

A lead hand is an employee who is able and willing to instruct others in performance of their work, or who, because of exceptional skill and ability in the nature of his/her work, is so recognized by the Company.

To be paid two and one-half percent (2 ½%) per hour above highest job classification which he supervises.

CHARGE HANDS

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

WORKING FOREMAN

Working foreman is a person responsible for a working unit or area whose duties will be as follows:

- Will administrate, instruct and direct employees in the quantity, quality and performance of their work.
- May coordinate and schedule the manner and method of the work to be performed.
- Will participate in the assessment and evaluation of employees within the area of work he is involved in.

To be paid at ten and one half percent (10 ½%) per hour above highest job classification which he supervises.

IMPROVERS

To be paid six percent (6%) per hour below the classification rate for the first six (6) months of improvership and three percent (3%) per hour below the classification rate for the second six (6) months of improvership. It is understood that an employee's rates of pay shall not be reduced as a result of accepting an improver's assignment.

FIRST AID ATTENDANT – To be paid on the following basis:

A designated First Aid Attendant will be paid one dollar (\$1.00) per hour in addition to their regular hourly rate. There shall be one (1) designated First Aid Attendant for each shift. The Company will pay the fee when a designated First Aid Attendant is re-tested for their certificate.

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Continued)

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

No employee will be temporarily assigned by the Company for more than forty-five (45) working days per year, except where the employee agrees to such longer period.

8.03 Should the Company undertake new or different work operations not covered by the above classification, such work operations shall be classified and the minimum wage rate established therefore through prompt negotiations between the Company and the Union and in any event, within fourteen (14) days of the commencement of such operations. Failing an agreement with respect to the classifications and minimum wages within said period, the matter will be automatically referred to a mutually agreed to Arbitrator for a final and binding determination which said determination must be made within twenty-eight (28) days of the commencement of such operations.

8.04 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 quarterly progress report shall be forwarded to the Union and one copy given to the Shop Steward. Apprentices hired after June 1, 1991, will have special seniority treatment over other employees hired after June 1, 1991, so that the apprentices may be retained out of line of seniority during a lay-off. This provision will not be used to produce a ratio that exceeds one (1) apprentice to four (4) journeymen. As and when it becomes necessary to reduce the number of apprentices, it shall be based on management's evaluation according to training progress, potential and suitability to the trade.

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Continued)

APPRENTICE RATE OF PAY

4th and 5th Year Apprentice

1 st	6 months of Apprenticeship	60% of Journeyman Fabricator Rate
2 nd	6 months of Apprenticeship	65% of Journeyman Fabricator Rate
3 rd	6 months of Apprenticeship	70% of Journeyman Fabricator Rate
4 th	6 months of Apprenticeship	75% of Journeyman Fabricator Rate
5 th	6 months of Apprenticeship	80% of Journeyman Fabricator Rate
6 th	6 months of Apprenticeship	85% of Journeyman Fabricator Rate
7 th	6 months of Apprenticeship	90% of Journeyman Fabricator Rate
8 th	6 months of Apprenticeship	95% of Journeyman Fabricator Rate
9 th	6 months of Apprenticeship	100% of Journeyman Fabricator Rate

The Company will pay one-third (1/3) of the wage difference between Government Grants and wages earned on a straight time basis for days fully attended going to school during the first year.

The Company will pay one-half (1/2) of the wage difference between Government Grants and wages earned on a straight time basis for days fully attended going to school during the second year.

The Company will pay two-thirds (2/3) of the wage difference between Government Grants and wages earned on a straight time basis for days fully attended going to school during the third year.

After successful completion of the fourth year, the Company will pay wages difference between Government Grants and wages earned on a straight time basis for days fully attended going to school during the fourth year only.

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

ARTICLE 9 – PAY DAYS

9.01 Employees shall be paid by cheque or bank deposit on a regularly designated pay day once every two weeks. When an employee is laid off or discharged, he shall be paid all wages due to him immediately, if possible, but not later than five (5) working days after termination. Employees who voluntarily quit shall be paid all wages due them immediately, if possible, but not later than five (5) working days after termination.

ARTICLE 9 – PAY DAYS (continued)

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

9.03 In the event the Company desires to establish a group "Incentive Bonus Plan" or similar Plan(s), these Plans shall be subject to negotiation and shall not be put into effect until mutually agreed to by the Company and the Union.

ARTICLE 10 - REPORTING PAY

10.01 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 will be paid if personal notification was not made. Employees will stand by for such hour if requested. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.

10.02 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, for all time worked during such twelve-hour period, shall be paid either the applicable overtime rate therefore, or four (4) hours' pay, whichever is the greater.

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

ARTICLE 11 - VACATIONS

11.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATIONS IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

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

11.02 The above vacation percentages will be paid on total earnings for the year prior to the anniversary date of the employee.

11.03 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, 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 give each employee at least sixty (60) days' advance notice of the vacation period allotted to him, otherwise the employees shall take their vacation 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.

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

ARTICLE 12 - INSURANCE MEDICAL AND DENTAL

12.01 INSURANCE COVERAGE

Life Insurance \$50,000.00
Accidental Death & Dismemberment \$50,000.00
Waiting Period Three (3) months for new employees.

Company will help administer EI sickness benefit application.

Premium Division Employer 100%

THE EMPLOYEE MAY PAY FOR ADDITIONAL COVERAGE TO A MAXIMUM OF \$20,000.00 OVER THE AMOUNT BEING PAID FOR BY THE EMPLOYER.

12.02 MEDICAL COVERAGE

Medical Services Plan of British Columbia

Extended Health Benefits

Premium Division Employer 100%

Coverage will commence the first of the month following the month of employment.

12.03 DENTAL COVERAGE: Cap with a maximum of \$4000.00 per member (and family member) per year.

Basic Dental Coverage 100%

Prosthetics, Crowns, Bridges, etc. 50%

Orthodontics 50% covered to a maximum lifetime reimbursement of \$1250.00 per child. For child dependants only.

Waiting Period Three (3) months for new employees.

Premium Division Employer 100%

12.04 An employee on leave of absence or temporarily laid off may continue his coverage for three (3) months by paying the full amount of the Insurance, Medical and Dental premiums. The Company agrees to remit same with their regular group billing returns. In order for an employee to be eligible for the provisions of Sub-Articles 12.01, 12.02 and 12.03, an employee must apply and remit payment to the Company prior to the billing date.

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

ARTICLE 12 - INSURANCE MEDICAL AND DENTAL (Continued)

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

12.07 The Company's current health and welfare plan available to employees in the bargaining unit shall be maintained during the life of this agreement, provided the company has the right to change insurance carriers during the life of this agreement so long as equivalent coverage is provided with the new insurer.

12.08 Details of the health and welfare benefits shall be provided upon request to any employee and the union. They are outlined and described in the Ebco Metal Finishing benefit handbook dated September 29, 2022.

ARTICLE 12 (A) CANADIAN NATIONAL SHOPMEN PENSION FUND

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

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

ARTICLE 12 (A) CANADIAN NATIONAL SHOPMEN PENSION FUND (Continued)

"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) Effective on the 1st day of JUNE 2021, and for the duration of this collective bargaining agreement, including any renewals or extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided it will pay said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "Two dollars and Sixty cents (\$2.60)" per hour.

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

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

ARTICLE 13 - ERECTION AND FIELD FABRICATION

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 written permission of 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 14 – SENIORITY

14.01 New employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this Section, shall be regarded as probationary employees until they have completed an aggregate total of sixty (60) 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 seniority status in accordance with their length of continuous service from the date of hiring. In the event of a reduction of the work force, the Company and the Union shall meet to determine the most appropriate means of reducing the work force in accordance with Article 14.02.

14.02. 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 voluntary act or fault of the employee, shall not constitute interruption of 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 is based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise:

ABSENCE

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.

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 by registered letter addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report to work, which shall not be more than five (5) 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 five (5) working days after the mailing or sending of such notice, whether he will report for work at the time stated.

ARTICLE 14 – SENIORITY (continued)

Discharge for proper cause.

If he resigns or quits.

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.

14.03 When a permanent vacancy occurs it shall be posted five (5) working days. Application for job posting must be submitted in writing to the Metal Finishing Office on the forms provided. Selection of the successful applicant(s) will be made in accordance with Article 14.04.

14.04 In the case 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 within the plant shall be given preference in accordance with their qualifications, skill, ability and efficiency. In the event that two or more employees are considered equal in qualifications, skills, ability and efficiency, then seniority in the respective plant shall be the deciding factor.

14.05 In the event of layoffs, promotions and demotions, the employee and the Chief Shop Steward shall be notified at least two (2) workdays prior. This clause shall not apply to layoffs of less than six (6) working days duration. In either case, the Shop Steward shall be notified prior to the layoff.

14.06 The Company shall post in the applicable plant location lists showing the current seniority standing of each employee and shall furnish the Union a copy of such lists. Revised lists will be posted every three (3) months and sent to the Union office. Any appeals from the seniority list as posted must be made within ten (10) regular workdays of posting; otherwise, the list will be considered final. If an employee is absent from work, because of being on vacation, confirmed illness or lay-off under seniority, the appeal must be made within ten (10) regular workdays of return to work. Such seniority list shall include the following:

Employee's name and clock number.

Employee's starting date.

Employee's regular classification, and regular rate of pay.

ARTICLE 14 – SENIORITY (continued)

14.07 The Company shall, every two (2) weeks, furnish the Union and the 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 two (2) weeks. This list shall show the name, classification, regular rate of pay and badge or clock number of each employee.

14.08 If an employee is transferred to a position outside the bargaining unit he shall retain his seniority in the bargaining unit and if transferred back to a position subject to this Agreement, the service accumulated during the first three (3) years served in the position outside the bargaining unit shall be added to his previous seniority.

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

ARTICLE 15.01 - LEAVE OF ABSENCE

15.01 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 leave of absence will be for a period of not more than forty-five (45) calendar days, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Any employee elected or appointed as a Union Officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave without pay for a period of a single term of office, or three (3) years, whichever is the lesser, subject to renewal at the end of such period at the option of the Company. Employees granted "leaves of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with 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.

15.02 BEREAVEMENT PAY

Bereavement pay of three (3) days only will be paid by the Company for a death in the immediate family; spouse and children, mother and father. One (1) day will be paid by the Company for the death of: brother, sister, mother-in-law and father-in-law. These days will be paid for provided the employee attends the funeral on a regular workday or is unable to attend because the funeral is outside the Province of British Columbia.

15.03 JURY DUTY

Any employee who, by order of any Court, is required to serve as juror shall for each such regular working day, be paid by the Company the difference between the amount the employee receives for service as a juror and the amount that would have been paid to such employee by the Company at such employee's straight time hourly rate to a maximum of twenty (20) working days, it being understood that if such employee is not accepted as a juror and is released by the Court from such service, he shall report to work for the Company as soon as possible if such release occurs during the hours of such employee's shift.

Within twenty-four (24) hours after receipt of subpoena or summons, same shall be submitted by the employee to his or her immediate supervisor which shall constitute proper notice that such employee will be absent from work on the day or days specified in such subpoena or summons. It is the employee's responsibility to provide evidence of service and amount of pay received. Any employee in receipt of a subpoena or summons shall be placed on permanent day shift from the date of first appearance until completion of their service as a juror or until release by the Court.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 A Chief Shop Steward and one (1) Shop Steward from each Department shall be appointed by the Union from among its members employed by the Company.

16.02 The Chief Shop Steward and two (2) additional Shop Stewards shall constitute the Shop Committee. In the absence of the Chief Shop Steward, three (3) Department Shop Stewards shall constitute the Shop Committee. The Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided for. The Union shall notify the Company within fifteen (15) days after the signing of this Agreement of the names of its members who are appointed as Shop Stewards and shall within fifteen (15) days notify the Company when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of Supervisors 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

ARTICLE 16 - GRIEVANCE PROCEDURE (Continued)

required to leave their jobs, must first obtain permission from their Working Foreman.

16.03 Grievance as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

16.04 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 justifiable complaint or unsatisfied request may discuss the matter with his Department Supervisor, with the Steward present. At this stage the employee must clearly state that he is initiating Step 1 of this Grievance Procedure. The Department Supervisor 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 Department Supervisor's disposition of such complaint, the grievance may be referred to the Department Manager. At this Step the grievance shall be put into writing giving all particulars including the applicable Section of the Agreement if interpretation or alleged violation of the Agreement is involved. The Department Manager will answer the grievance in writing within five (5) working days, or at a time mutually agreed upon. (Where the employee's Supervisor does not report to a General Foreman, then the employee's Supervisor will handle Step 2.)

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

16.05 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.

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

16.07 The Union or the Company shall have the right to initiate a group grievance or a grievance of a general nature at Step 3, Article 16.04.

ARTICLE 16 - GRIEVANCE PROCEDURE (Continued)

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

16.09 The Shop Stewards provided for and mentioned in this Article 16 shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matter provided for in this Agreement. They shall not have, or deem to have, any other authority to act for or bind the Union.

ARTICLE 17 - ARBITRATION

17.01 Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the Grievance Procedure as set forth in the preceding Article of this Agreement shall upon the written request of either Party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Article 16.04 of this Agreement, be submitted to a single Arbitrator within seven (7) working days after receipt of such written request. In the event such Arbitrator is not mutually agreed upon within two (2) weeks, such Arbitrator shall be selected by the Director of the Collective Agreement Arbitration Bureau as provided for in the Labour Relations Code of British Columbia. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision in writing, such decision shall be final and binding upon the Parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do or refrain from doing anything required of them by the decision of the Arbitrator. The expense of the Arbitrator shall be borne equally by the Company and the Union.

17.02 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

ARTICLE 17 - ARBITRATION (Continued)

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 18 - STRIKES AND LOCKOUTS

18.01 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, or reduction of production by an employee which is within such employee's reasonable control. No employee shall be disciplined for refusing to cross a legal picket line.

ARTICLE 19 - PLANT VISITATION

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

ARTICLE 20 - BULLETIN BOARDS

20.01 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, provided, however, that all such notices must be approved by the General Manager or his delegate.

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

ARTICLE 21 - SAFETY AND HEALTH

21.01 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.

21.02 There shall be established a Safety Committee in accordance with the Industrial Health and Safety Regulations of the Workers' Compensation Act (B.C.) which shall be composed of not more than seven (7) persons selected by the Union, together with Management Representatives. The Committee person 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 Committee person may report. Once each month, three (3) of the Union's Committee persons, one of which shall be a Shop Steward, together with Management's Representatives, shall make a complete survey of the entire plant and shall report their findings and recommendations to the Company which agrees to make reasonable efforts to improve any safety defect which may exist. A copy of the Safety Report shall be mailed each month to the Union Office.

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

21.04 Any employee suffering injury while in the employ of the Company must report immediately to his supervisor and/or the First Aid attendant, or as soon thereafter as possible. It is understood that all accidents must be reported to the First Aid Attendant before leaving the premises. Any employee unable to return to work after outside medical aid must advise his supervisor as to the extent of his injury or disability within twenty-four (24) hours. Reasonable notice of two (2) days is required prior to returning to work.

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

- Safety glasses, goggles, shields and ear protection.**
- Replacement of welding and burning lenses.**
- Welding helmets damaged on the job will be replaced at Company expense.**
- Safety hats complete with suspension.**
- Employees assigned to perform work in outside departments will be supplied with rain gear.**

ARTICLE 21 - SAFETY AND HEALTH (Continued)

21.06 Each employee required to wear safety prescription glasses shall be reimbursed by the Company for the cost of replacement lenses damaged during work up to two hundred and twenty five dollars (\$225.00) per employee every two (2) calendar years with prescription and proof of purchase.

21.07 Safety boot allowance, where required or worn by the employee, of one hundred and twenty five dollars (\$125.00) per calendar year for the Plating Department; one hundred and seventy five dollars (\$175.00) for the Galvanizing Department. Allowance shall be paid upon submission of invoice to the Department Supervisor for designated employees. Old boots and original receipts for new boots must be submitted for reimbursement. The old boots must be damaged or show significant wear. Boots will be destroyed. Boot allowance carry over shall not exceed two (2) calendar years.

21.08 Coveralls will be supplied to employees - three (3) pairs. It is the employees responsibility to replace them if they are lost. Dirty coveralls are to be returned to the bin for washing once per week.

21.09 The supply of gloves and aprons required for work in Metal Finishing will be continued at no cost to the employee.

21.10 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.

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

TOOL REPLACEMENT

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

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

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

(a) Displacement of employees from employment with the Company. The Company will cooperate with Canada Employment Centre training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

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

ARTICLE 23 - SEVERANCE PAY

23.01 When the employment of an employee is terminated by the Company due to permanent plant closure for reasons other than those set out in 23.02 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' service over three (3) years up to a maximum of ten (10) week's pay.

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

23.03 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 24 - SAVING CLAUSE

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

ARTICLE 25 - INTERIM AMENDMENT

25.01 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 25; 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 25, such disagreement shall not be reviewable under the Grievance Procedure set forth in Article 16, nor arbitrable under the arbitration provisions and procedure set forth in Article 17 of this Agreement.

ARTICLE 26 - PRODUCTIVITY AND LABOUR RELATIONS

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

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement, with and amendments thereof made as provided for therein, shall remain in full force and effect until midnight of May 31, 2025, and unless written notice be given by either Party to the other, at any time within the four (4) months immediately preceding such date of a desire for change there 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 any time within four (4) months immediately preceding the expiration of such contract year.

Any such notice as hereinabove provided for in this Article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 25 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Article.

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

RATIFICATION AND ACCEPTANCE

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

Dated: This _____ day of _____ 2023.

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

**Ebco Metal Finishing Limited
Partnership**

President – Ron Hume

CEO – Edwin Eppich

Recording Secretary – Carlos Henriquez

VP Administration – Gordon Eppich

**LETTER OF UNDERSTANDING #1
BETWEEN
EBCO METAL FINISHING LIMITED PARTNERSHIP
AND
SHOPMEN'S LOCAL UNION #712
OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS**

TANK FILL-UP

It is hereby agreed that the Company will be permitted to make special arrangements for the filling of tanks in Metal Finishing on Sundays, which are not covered by provisions of the Collective Agreement.

Dated this _____ day of _____ 2023.

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