



“Leaders in Manufacturing with Pride, Dignity and Security”

AGREEMENT

Between

DELOUIE INDUSTRIAL LTD.

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.)

November 1, 2022 to October 31, 2025

TABLE OF CONTENTS

Article	Contents	Page
	Preamble and Purpose of Agreement	3
	Ironworkers Standard of Excellence	4
1	Bargaining Unit	5
2	International Not a Party to Agreement	5
3	Union Recognition	5
4	Union Security and Check-Off	6
5	Management Prerogatives – Shop Rules	8
6	Hours of Work	9
7	Overtime	11
8	Holidays – Holiday Pay	12
9	Rates of Pay and Work Assignments	13
10	Pay Days	15
11	Reporting Pay	15
12	Vacations	17
13	Insurance and Medical	18
13a	Canadian Iron Workers Pension Fund	20
14	Field Fabrication, Moonlighting	21
15	Seniority	23
16	Leave of Absence, Bereavement and Jury Duty	25
17	Grievance Procedures	27
18	Arbitration	28
19	Strikes and Lockouts	29
20	Plant Visitation	29
21	Bulletin Boards	29
22	Safety and Health	30
23	Saving Clause	31
24	Interim Amendment	31
25	Technological Change	31
26	Severance Pay	32
27	Duration and Termination	32

AGREEMENT

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

DELOUIE INDUSTRIAL 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), hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto mutually covenant and agree as follows:

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 workplace conditions, increase work opportunities, and help maintain our wages, benefits and standard of living. In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.

ARTICLE 1 - BARGAINING UNIT

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

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

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

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

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

2.01 The International Association of Bridge, Structural, Ornamental 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.

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

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Each of the Company's production and maintenance employees in the Unit, as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than seven hundred twenty first (721) hour following the effective date of this Agreement, or not later than seven hundred twenty first (721) hour following the beginning of his or her employment, whichever is the later. Each such production and maintenance employee shall, as a condition of continued employment, remain a member of the Union in good standing.

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

4.03 In the event of an increase in forces, the Company will notify the Union of the number and classifications of employees required and the Company shall have choice of selection of the available members. In the event that Shopmen's Local Union #712 is unable to supply the Company with competent employees, the Company shall have the right to employ any available competent worker, provided however, that such worker hired shall be required to be registered at the Union Office before commencing work, or as soon after commencing work as possible. The foregoing does not restrict the Company's ability to hire employees directly.

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 a date a new Agreement is negotiated. Such dues shall not be changed except in accordance with the provisions of the International Constitution and By-Laws of the Union, and in such event, said Financial Secretary shall notify the Company in writing.

In addition to the applicable hourly wage rate for each hour worked by employees, the Employer and employees shall equally share the total contribution of three eighths of one percent (3/8 of 1%) i.e. 7.5 cents / hour over the length of this agreement.

The total contribution is equivalent to 2.5 cents/ 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 Industries 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 claims which may arise in complying with the provisions of this Article.

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

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

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

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

ARTICLE 5 - MANAGEMENT PREROGATIVES - SHOP RULES

5.01 The management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operation shall be vested exclusively in the Company. The Company shall also have the right, subject to the provisions of this Agreement, to schedule and assign work and work to be performed, and the right to hire employees, transfer or lay off employees because of lack of work, or other legitimate reasons, suspend, demote, discipline or discharge for proper cause, it being understood, however, the Company shall not discipline or discharge an employee except for proper cause, and any grievance or dispute in connection with the foregoing provisions of this sentence shall be subject to the grievance procedure hereinafter set forth in this Agreement.

5.02 The Company shall have the right to establish, maintain and enforce reasonable rules and regulations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. Prior to posting any rule changes on bulletin boards, management shall meet with the Union Steward to explain such changes. The Company shall post on its bulletin boards, a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union a copy of all such printed or written matter directed at employees covered by this Agreement.

5.03 The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Any written or verbal warnings shall be given in writing in the presence of a Union Committeeman or Steward. However, this will not be construed as his approval or disapproval of the warning. When the Company finds it necessary to lay off or discharge a Chief Union Steward, the Company shall notify the Union immediately or on the next working day. Verbal or written discipline letters(s) shall expire after one (1) year.

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

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

ARTICLE 6 - HOURS OF WORK

6.01 This Article describes the regular workday 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 on Monday of each week as set forth herein. When more than one shift is employed, the shifts shall be named day shift and afternoon shift.

6.02 The day shift shall consist of eight (8) paid hours between 7:00 a.m. and 3.30 p.m. with an unpaid thirty (30) minute lunch period. The regular dayshift work week shall be forty (40) paid hours.

6.03 The afternoon shift shall consist of ten (10) paid hours between 4:00pm and 2:30am, with an unpaid thirty (30) minute lunch period. The regular afternoon shift work week shall be forty (40) paid hours.

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

6.05 Monday through Friday shall constitute the regular work days and regular work week.

6.06 The Company, acting reasonably, may change the starting time and quitting time of the various shifts as herein provided for. The Company will give the Union advance notice of its intentions to change shifts and will meet with the Union to discuss the shift change.

6.07 All employees must fill out daily time cards including their name, employee number (if applicable) and job number.

6.08 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 performing overtime.

6.09 For the duration of this Agreement there shall be two (2) rest periods, fifteen (15) minutes each, workstation to workstation, one of which shall be during the first four (4) hours of each shift and the second during the second four (4) hours of each shift. During such rest periods each employee shall be paid that applicable hourly rate and no work shall be performed during such

period or periods and the employees may, if they desire to do so, obtain, and consume refreshments and food.

6.10 Employees must leave their workstation clean at the end of each shift and ensure all equipment is properly shut down and safely stored. A five (5) minute clean-up of work area will be required at the end of each shift.

6.11 When more than one shift is employed, senior employees will be given preference on choice of shift provided they have the requisite skill and ability and provided that plant continuity and productivity can be maintained.

ARTICLE 7 – OVERTIME

7.01 All work done before or after the regular work hours on any shift and all work done in excess of the regular workday or regular work week on any shift shall be paid overtime. The first two hours of daily overtime shall be paid at the rate of time and one half and any daily overtime hours beyond that will be paid at double time. The first eight (8) hours of weekly overtime are paid at the rate of pay and one half and all weekly overtime hours beyond that are paid at double time. All hours worked on Sundays shall be paid at double time.

7.02 The Company shall provide a meal up to the value of fifteen dollars (\$15.00) on weekends and statutory holidays if assigned work exceeds four (4) hours unless employee is notified one day in advance that he is required to work more than four (4) hours.

7.03 In order to stabilize employment and to provide employees with a greater degree of job security, the Company agrees, wherever possible, to reduce all overtime. In the event of a work shortage, the Company and the Union will discuss and consider ways and means to shorten the regular work-day and/or the regular work-week in preference to laying off employees, provided that the Company maintains discretion to staff its operations with those who have the requisite skill and ability to perform the work required. It is understood and agreed that the above-mentioned sentence will not imply that the Company is permitted to unilaterally shorten the regular work-day or regular work-week as set forth in Article 6 - HOURS OF WORK, of this Agreement.

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	Canada Day	December 24th
Family Day	B.C. Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Thanksgiving Day	
Victoria Day	Remembrance Day	

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

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

8.02 In order to be eligible to receive pay for any of the holidays, or days observed as such, not worked as provided for in Subsection 8.01 above, an employee must have been employed at least fifteen (15) working days of thirty (30) calendar days prior to the occurrence or observance of the holiday in question and provided further, such employee must have worked a full shift for the Company on their last regular work-day immediately preceding and on their 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 paid vacation, as hereinafter provided for in this Agreement, or for extenuating circumstances which shall not be unreasonably withheld by the Company, or because of confirmed illness or injury that occurred or commenced on the holiday, the day immediately following the holiday, or during the sixty (60) days immediately preceding the holiday in question, or because of layoff by the Company that commenced not more than thirty (30) days preceding the holiday in question, or because of death in the family (mother, father, spouse, children, brother, sister, grandparents, or in-laws), or for similar good cause authorized, directed or approved by the Company. Payment for Statutory Holidays will not be made to employees drawing Workers' Compensation or Weekly Indemnity benefits.

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

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

ARTICLE 9 - RATES OF PAY AND WORK ASSIGNMENTS

<u>CLASSIFICATION</u>	<u>'A'</u> <u>Nov 1/22</u>	<u>'B'</u> <u>Nov 1/23</u>	<u>'C'</u> <u>Nov 1/24</u>
APPRENTICE TRAINED AND/OR COMPANY APPROVED JOURNEYMAN MILLWRIGHT. (One who is apprentice trained and/or who can work all types of simple and complicated projects, work within allotted times and accelerate with delegated and required tasks)	41.81	42.86	43.93
MILLWRIGHT (Those not included in above classification.)	39.69	40.68	41.70
FABRICATOR	41.81	42.86	43.93
MAINTENANCE	35.32	36.20	37.11
Welder (all position including CO2)	39.69	40.68	41.70
Helper I	27.50	28.47	29.43
Helper II	23.30	23.88	24.48

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

Effective as of November 1, 2022, and continuing until Midnight October 31, 2023, each employee shall be paid no less than the minimum hourly wage rate set forth in Column "A" for the classification in which such employee is included or classified.

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

Effective as of November 1, 2024, and for the remaining term of this Agreement, such employees shall be paid no less than the minimum hourly wage rate hereinafter set forth in Column "C" for the classification in which such employee is included or classified.

LEAD HANDS - To be paid three percent (3%) per hour above highest job classification which he supervises. A Lead Hand is an employee who is able and willing to instruct others in the performance of their work or who because of exceptional skill and ability in the nature of the work is so recognized by the Company.

The following definitions shall apply in the provisions regarding Leadhand:

- “to train” - The organized and effective communication of information and/or instructions to improve the recipient employee’s performance, to help him/her attain and consistently apply the required level of knowledge and/or skill.

DESIGNATED FIRST AID ATTENDANT: \$1.50 above own classification

Designated First Aid Attendants will be compensated for time spent studying for the renewal of their certificate at the Company’s request to a maximum of forty (40) hours at their regular rate of pay every three (3) years - a designated First Aid Attendant will be available for any shift worked.

9.02 The Company may, at any time, temporarily assign any employee, or employees, to any class of work other than that on which he or they normally are employed, provided however, that any employee so temporarily assigned in any one (1) day for one (1) hour or more, at a class of work for which the minimum wage rate herein specified is higher than his regular wage rate shall for the time engaged in such work, be paid the minimum wage rate herein agreed to be applicable for such work; and provided further, that any employee temporarily assigned to a class of work which the minimum wage rate herein specified is lower than his regular wage rate, shall, while engaged in such work, be paid at his regular wage rate. Temporary assignments shall be regarded as temporary until such time that the employee(s) in questions has completed an aggregate total of forty-five (45) day’s work within the period of six (6) months from the first date of the temporary assignment. This period may be extended under extenuating circumstances with the explicit agreement of both parties. Any temporary assignment that meets this threshold is subject to the job posting requirements of Article 15.01.

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

9.04 Should the Company undertake new or different work operations not covered by the above classifications and coming with the Bargaining Unit described in Article 1, such work operations shall be classified and minimum wage rates established therefore through prompt negotiations between the Company and the Union and when such classifications and wage rates have been determined (it being understood such determination shall be made within thirty (30) days after commencement of such operations) the provisions thereof shall become effective as of the time such work operations commence or retroactive thereto.

9.05 Welders shall retest on their own time. If the Company requests upgrading of an employee's welding ticket, the test will be done on Company time and paid for by the Company. If an employee quits within three (3) months of testing paid for by the Company, the employer's cost will be deducted from the final pay cheque of the employee.

9.06 Any tools brought to work by employees must first be inspected and approved by management before using at work. Any tools damaged while working (except due to gross negligence on behalf of the employee) will be replaced at no cost to the employee when the damaged tool is given to his foreman or person designated by the Company.

Employees required to have tools, on termination of employment, will submit their tools to their foreman or person designated by the Company for inspection.

ARTICLE 10 - PAY DAYS

10.01 Employees shall be paid by cheque, on a regularly designated pay day once every two (2) weeks. It is the responsibility of the Employee to provide to the Company the correct and relevant banking information in a timely manner in order to accommodate payment by direct deposit. Under special circumstances the Company may opt or may agree to make certain payments by cheque. When an employee is laid off or discharged, he shall be paid all wages due him immediately, if possible, but not later than four (4) working days after termination. Employees who voluntarily quit shall be paid all wages due, not later than five (5) working days after termination.

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

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

ARTICLE 11 - REPORTING PAY

11.01 Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least four (4) hours, shall be paid at the applicable straight time hourly rate or the applicable overtime rate, whichever is the greater, for four (4) hours' actual work on that day, except where failure to so put such 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 or some other unforeseeable and unplanned event. In this event one (1) hour would be paid if personal notification was not made. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.

11.02 Any employee who, by order of the Company, reports for work during the twelve (12) consecutive hours immediately following the regular quitting time of his regular shift, Monday to Friday, shall, for all time worked during such twelve hour period, be paid the applicable overtime rate therefore, or such employee shall receive four (4) hours' pay at the applicable overtime rate, whichever is the greater.

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

11.04 Employees must report absences from work with as much advanced notice as is possible, except where circumstances make advance notice not possible. It is agreed that these circumstances will be exceptional. The Company can request that employees provide satisfactory proof of the basis for any absence/late attendance. The Company will pay for up to three (3) medical notes that it requests per employee per year, to a maximum value of sixty-five (\$65) dollars per medical note.

11.05 Employees will endeavor to schedule personal appointments outside of working hours.

ARTICLE 12 – VACATIONS

12.01 Employees will receive vacation time and be paid for vacations in accordance with the following schedule.

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

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

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

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

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

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

12.04 Vacations shall be granted and taken in the year in which they are due.

12.05 The Company has the right to approve/reject requests for vacation time based on operational requirements.

12.06 Upon termination of employment for any reason, employees will be paid out any accrued but unused vacation entitlement.

ARTICLE 13 - INSURANCE AND MEDICAL

13.01 and 13.02 Life Insurance and AD&D

13.01 and 13.02 Life Insurance and AD&D			
Life	\$90,000	Spouse: \$10,000	Child: 50% of spouse total
AD&D	\$90,000		
Premiums	100% Employer Paid		
Waiting Period	3 Months for New Employees		
Carrier	Desjardins or Equivalent		
* All Job Classes. Minimum 25 hours per week eligibility			

13.03 Weekly Indemnity

13.03 Weekly Indemnity	
Weekly Indemnity	66 2/3% of weekly earnings, rounded to the next \$1 if not already a multiple, up to a maximum of \$2,000
Coverage	26 weeks: Elimination Period: 0 days accident 0 days hospitalized 3 days sickness
Premiums	100% Employer Paid
Eligibility	3 Months for New Employees, benefit Terminates at 65, or retirement, whichever comes first
* All Job Classes. Minimum 25 hours per week eligibility	

13.04 Long Term Disability

13.04 Long Term Disability	
Long Term Disability	66 2/3% of monthly earnings, rounded to the next \$1 if not already a multiple, up to a maximum of \$4,500. Non-Evidence Maximum of Insurability: \$3,700
Coverage	26 weeks or the end of maximum benefit period of weekly indemnity benefit, whichever is later
Premiums	100% Employer Paid
Eligibility	3 Months for New Employees, benefit Terminates at 65, or retirement, whichever comes first
* All Job Classes. Minimum 25 hours per week eligibility	

13.05 Extended Health

13.05 Extended Health	
Eligibility	100% Generic Drugs: 100% of lowest price equivalent drug on the market 100% Brand Name Drugs: 100% if no equivalent drug on the market
Vision Exam	1 exam every 12 months
Eyeglasses, Lenses, Eye Surgery	\$300 per insured adult every 12 months \$300 per insured child under 18 every 12 months
Premiums	100% Employer Paid
Waiting Period	3 Months for New Employees
Carrier	Desjardins or Equivalent
* All Job Classes. Minimum 25 hours per week eligibility	

13.06 Extended Dental

13.06 Dental	
Basic, preventative (A)	100% Coverage
Major Restorative (B)	70% Coverage \$2,500 per insured person per calendar year
Premiums	100% Employer Paid
Waiting Period	3 Months for New Employees, benefit terminates at age 70
Carrier	Desjardins or Equivalent
* All Job Classes. Minimum 25 hours per week eligibility	

Extension of Benefits: Employees laid off shall be covered until the end of the first month of lay-off for items 13.01, 13.02, 13.05 and 13.06. Coverage on items 13.01, 13.02, 13.05 and 13.06 shall be maintained for all employees on Workers' Compensation for a period not exceeding one (1) year, and on Weekly Indemnity for 17 weeks.

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

All benefits plans, coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this agreement are provided for the purpose of general information. The Employer's liability is limited to the payment of its share of premiums. Any disputes regarding specific claims or insurability are not arbitrable and must be directed by the employee to the insurer.

ARTICLE 13(A) - CANADIAN SHOP IRON WORKERS 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 SHOP IRON WORKERS 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 SHOP IRON WORKERS PENSION FUND and the "Agreement and Declaration of Trust" shall be considered as being a part of this Collective Agreement as though set forth herein at length.

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

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

During the currency of this Agreement, the Company agrees that for all pay and each hour of pay paid to an employee, for any reason whatsoever provided under this agreement, it will remit contributions to the Canadian Shop Iron Workers Pension Fund in the sums recognized below. For greater certainty and without limiting the foregoing, pension contributions are payable on all premium hours and on all pay in respect to vacation pay, or any other payments hereunder.

(D) Commencing on the 1st day of November, 2022, and continuing until midnight October 31, 2023, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN SHOP IRON WORKERS PENSION FUND the sum of "Two Dollars and Eighty five cents (\$2.85)", per hour.

Effective on the 1st day of November 2023, and continuing until midnight October 31, 2024, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided for in this collective agreement, it will pay to said CANADIAN SHOP IRON WORKERS PENSION FUND the sum of "Two Dollars and Ninety Five Cents (\$2.95)", per hour.

Effective on the 1st day of November 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 SHOP IRON WORKERS PENSION FUND the sum of "Three Dollars and Five Cents (\$3.05)", 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 may constitute a breach of this Agreement and may 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 - 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.

When employees are on site, rate of pay, hours of work and applicable overtime rates will fall under this Collective Agreement unless agreed upon by the Company and the Union Business Agent. When an employee uses their own vehicle for work purposes to go to and from a site, because no Company vehicle is available or otherwise, the current CRA applicable rates per kilometer shall apply and will be paid on top of the applicable straight time hourly rate.

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

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

AND:

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

ARTICLE 15 - SENIORITY

15.01 New employees, including employees who are rehired after a break in continuity of service with the Company (as hereinafter provided for in this Article 15) shall be regarded as probationary employees until they have completed an aggregate total of three hundred sixty (360) hours worked 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 probationary period, employees may be discharged or laid off at the Company's discretion without needing to provide a reason provided the Union may raise as a grievance the question of whether or not there was discrimination.

New members to the union shall be regarded as probationary employees until they have completed an agreed total of seven hundred twenty (720) hours of work within a period of six months from the first date of employment with the company.

15.02 Upon completion of their probationary period, employees shall have a plant wide seniority status in accordance with their length of continuous service from the date of hiring or from the first day of re-employment after a break in continuity of service with the Company.

15.03 Lay-offs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute an 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.

15.04 The continuous service of an employee and his seniority shall be terminated for any of the following reasons:

A. Absence from work without leave, as hereinafter provided for in this Agreement, for three (3) consecutive workdays, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.

B. Failure to report or return to work, when laid off in accordance with the following: Any employee who is laid off shall keep the Company advised in writing of his current home address, home/cell phone number and email address, and the Company shall notify such employees by phone call, email and registered letter, 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.

C. Discharge for proper cause,

D. If he resigns or quits,

E. When the employee in question has performed no work for the Company for a period of one (1) year, unless failure to perform work was due to compensable accident or for confirmed illness.

15.05 When a permanent vacancy occurs, or when a new job is instituted, the job will be posted on all shop bulletin boards at least two (2) working days before such vacancy or new job is to be filled. In the event that training of employees is necessary in order to fill vacancies or new jobs, preference will be given to those employees who have the most seniority, subject to their relatively equal skill and ability to perform the work in question competently. The Company is under no obligation to fill a vacancy by training an existing employee who does not already have the skill and ability required for the job.

15.06 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 skill and ability to perform the work in question competently.

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

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

15.09 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 two (2) months and emailed to the Union Office.

Any appeals from the seniority list as posted must be made within ten (10) regular workdays of postings; otherwise the list will be considered final. If an employee is absent from work, because of being on vacation, confirmed illness or lay-off under seniority, the appeal must be made within ten (10) regular workdays of return to work.

Such seniority list shall include the following:

- 1. Employee's name and employee number (if applicable).**
- 2. Employee's starting date.**
- 3. Employee's regular classification and rate of pay.**

15.10 The Company shall, each month, furnish the Union and the Shop Steward, a list of the names of its employees who, during the preceding month, left the employ of the Company and the reason therefore, and the names of all employees hired or returned to work during the

preceding month. This list shall show the name, classification, rate of pay and badge or clock number of each such employee.

15.11 An employee transferred to a position in the Company outside the Bargaining Unit, shall maintain his/her accumulated seniority for a period of eighteen (18) months for the time worked in the Bargaining Unit. He/she will accumulate additional seniority for the first six (6) months for time spent outside the Bargaining Unit. If he/she does not return to the Bargaining Unit within the eighteen (18) month period indicated above, he/she would relinquish all seniority rights to the Bargaining Unit.

15.12 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 Compassionate applications for leave of absence, without pay, shall be granted by the Company to any employee for compassionate reasons, defined in the most recently updated version of the British Columbia Employment Standards Act (ESA), without prejudice to the employee's seniority or other rights.

Non-compassionate applications for leave of absence must be made in writing three (3) 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, providing all accumulated holidays have been taken, 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 and they have the skill and ability to perform such work. 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.

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

reasonable proof of the requirement for bereavement leave. Employees will provide as much notice as possible of the need for this leave.

16.03 Jury Duty - Any regular full-time employee who is required to perform Jury Duty or is subpoenaed to serve as a witness in a Court action or Coroner's Inquest, save and except actions involving the Company or Trade Unions and employee's private affairs, will be reimbursed by the Company for the difference between the pay received for such duty and his regular straight time hourly rate of pay to a maximum of two (2) weeks. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for such duty. Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

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

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

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 The Union shall appoint one (1) Chief Shop Steward. If the Bargaining Unit exceeds twenty-five (25) employees, then the Union may appoint one (1) additional Shop Steward for each twenty-five (25) employees in the Unit. Shop Stewards shall be appointed by the Union from amongst its members employed by the Company.

17.02 The Chief Shop Steward and any Shop Stewards shall constitute the Shop Committee. In the absence of the Chief Shop Steward, any other 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 two (2) days when changes to the Shop Steward occur. The Company shall notify the Union within two (2) days after the signing of this Agreement of the name of the Supervisor whom the Steward should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall, within two (2) days notify the Union when changes occur. In performance of their duties in connection with adjusting grievances, the Shop Steward, if required to leave their job must first obtain permission from their Supervisor.

17.03 Grievances as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement. If any such grievance shall arise, there shall be no stoppage of work, where possible, because of such grievance.

17.04 The parties intend the timelines set out herein to be strictly followed. The parties may agree to extension of timelines but will be under no obligation to do so and any request of extension must be made in writing.

17.05 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.

17.06 The procedure for the adjustment of a grievance shall be as follows:

Step 1 - Any employee who believes that he has a grievance may discuss the matter with his Supervisor or their designate, with the Shop Steward present. At this stage the employee must clearly state that he is initiating Step 1 of this Grievance Procedure. The Supervisor or their designate shall give their reply within two (2) working days.

Step 2 - Should the employee be dissatisfied with the Supervisor's disposition of such complaint, the grievance may be referred to the General Manager within five (5) working days of receiving the response from the Supervisor. At this step the grievance shall be reduced to writing, giving all particulars including the applicable section of the Agreement if interpretation or alleged violation of the Agreement is involved. The General Manager or their designate will answer the grievance in writing within five (5) working days. If the General Manager is not present at the workplace, then the grievance may be provided to the Supervisor on behalf of the General Manager.

Step 3 - If no resolution is reached in Step 2, the grievance may be referred to the General Manager for reconsideration. The General Manager will give his response in writing within five (5) working days of the referral.

17.07 Grievances not processed from one step to another within five (5) working days of the conclusion of the prior Step, shall be deemed to be settled on the basis of the last written reply to the Grievor. Failure to reply to the grievance within the time limit shall mean that the grievance is conceded.

17.08 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.

17.09 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 17.06. A Company Grievance shall be presented to the Union.

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

17.11 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 If any party is not satisfied with the resolution of a grievance following the conclusion of the above grievance procedure, they may refer the grievance to a sole arbitrator for the determination in accordance with the below. The party referring the grievance must notify the other party of their intention to refer the grievance to arbitration, in writing, within thirty (30) days of the conclusion of the grievance procedure set out in Article 17. Failure to refer to arbitration within this timeline will result in the conclusion of the grievance as per the last step taken in the grievance procedure and it may no longer be referred to arbitration.

The Arbitrator shall hear and determine the grievance 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.

Arbitration expenses shall be shared equally by the parties.

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 during the term 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 during the term 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 Company during normal working hours to investigate any matter covered by this Agreement, provided that reasonable advanced notice is given to the Company. The Union Agents will wear required PPE, and typically schedule routine site visits pre/post shifts, and/or during breaks, to minimize production disruption.

ARTICLE 21 - BULLETIN BOARDS

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

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

ARTICLE 22 - SAFETY AND HEALTH

22.01 The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment.

22.02 There shall be established a Joint Health & Safety Committee (JHSC) in accordance with the Workers' Compensation Act (B.C.) which shall be composed of not more than two (2) employees selected by the Union, together with two (2) Management representatives. The JHSC shall investigate any unsafe condition that may exist at the workplace, and shall report its findings to the Company's Supervisor. The Company agrees to make reasonable efforts to improve any safety and health defect which the JHSC may report. Once each month the JHSC shall make a complete survey of the entire plant and make any recommendations to the Company to improve any safety defect which may exist. A copy of the Safety Report shall be posted on the Union Board.

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

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

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

1. Safety glasses, goggles, shields, ear protection and gloves.
2. Replacement of welding and burning lenses.
3. Welding helmets damaged on the job (except in the case of gross negligence) will be replaced at the Company's expense
4. Safety hats complete with suspension (if required).
5. Employees assigned to perform work in outside departments will be supplied with rain gear(if required).
6. The Company will provide coverall service to all employees, excluding probationary employees. Employees are expected to take reasonable care of such clothing.
7. Employees will be reimbursed up to two hundred fifty (\$250.00) dollars per year for the purchase of Company approved safety boots upon proof of purchase.

22.06 Each employee required to wear prescription glasses shall be reimbursed \$300 dollars per year. The allowance can be carried over to a second year to give a total of \$600 dollars maximum reimbursement over two years. Any portion not used in the first year can be carried over to the second year.

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

ARTICLE 23 - SAVING CLAUSE

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

ARTICLE 24 - INTERIM AMENDMENT

24.01 This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Article 24; and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment.

The giving of such written "Request for Interim Amendment" shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Article 24, such disagreement shall not be reviewable under the grievance procedure set forth in Article 17, nor arbitrable under the arbitration provisions and procedure set forth in Article 18 of this Agreement.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 In the event that the Company introduces a technological change which results in displacement of employees from employment with the Company, the Company and the Union will agree to relevant facilities in the local area with qualified trainers to train such employees, if there are job openings with the Company, and such employees have the necessary skill and ability to fill the positions.

ARTICLE 26 - SEVERANCE PAY

26.01 When the employment of an employee is terminated by the Company due to Plant closure or not being recalled for a period of twelve (12) consecutive months, or for reasons other than those set out in section 26.02 below. The Company, in addition to accrued vacation pay, shall pay an employee the following: one (1) weeks' pay per one (1) year's of service to a maximum of twelve (12) weeks.

26.02 The above section does not apply when an employee loses their seniority in accordance with Article 15.04 (A) – (E), nor does it apply when plant closure follows a labour dispute.

ARTICLE 27 - DURATION AND TERMINATION

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of October 31, 2025, and unless written notice is given by either party to the other at any time within the four months immediately preceding such date of a desire for change therein or to terminate same, it shall continue indefinitely thereafter. In the same manner this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at any time within the four 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 year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Article 24 hereof, it shall not prevent the continuous operation of this Agreement even though given within the time prescribed in this Article.

IN WITNESS WHEREOF, this Agreement has been executed by the

parties hereto this 30 day of October 2022.

FOR:

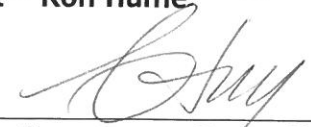
FOR:

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

DELOUIE INDUSTRIAL LTD.



President – Ron Hume



Recording Secretary – Carlos Henriquez

