

COLLECTIVE AGREEMENT

BY AND BETWEEN:

**ARMTEC LIMITED PARTNERSHIP
7900 NELSON ROAD
RICHMOND, B.C.
V6W 1G4**

(Hereinafter referred to as the "Employer")

AND:

**CONSTRUCTION & SPECIALIZED WORKERS'
UNION LOCAL 1611
#200, 19092 – 26th AVENUE
SURREY, B.C.
V5R 5X7**

(Hereinafter referred to as the "Union")

TERM OF AGREEMENT

May 01, 2014 to April 30, 2018

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AND:

**CONSTRUCTION & SPECIALIZED WORKERS'
UNION LOCAL 1611
#200, 19092 – 26th Avenue
SURREY, B.C.
V3S 3V7**

(Hereinafter referred to as the "Union")

OBJECT

The object of this Agreement is to stabilize the industry, elevate the trade, promote peace and harmony between the employees and Employers, to facilitate the peaceful adjustment of all grievances, to prevent strikes and lock-outs, expenses, avoidable and unnecessary delays in production, to ensure to the fullest extent possible the safety and physical welfare of the employees.

CLAUSE 1: RECOGNITION

The Employer recognizes the Union, as the sole bargaining agent for all plant employees of the Employer, except office staff and supervisory staff and will not discriminate against any employee on account of his membership in same.

Any reference in this Agreement to the male gender will also include the female gender.

CLAUSE 2: UNION SECURITY AND SHOP STEWARDS

- (a) (i) When men are required, competent Union men of the certified Union shall be hired. The Union shall be given a minimum of 48 hours to fill the job order. When competent Union men are not available, then the Employer may hire men elsewhere, it being understood that as a condition of employment, they shall join the Union within forty-five (45) working days or be replaced by competent Union men when available. The Employer will inform new employees that they shall be contacted by the Shop Steward during the first day of work. Sufficient time shall be given to the Shop Steward(s) to contact such employee(s). The Union shall be informed, in writing, of all employees laid off. A hiring slip will be placed into the Shop Steward's mail box on the first day of work for all new hiring or recalled employee(s).
- (ii) If the Employer has a bona fide need for one or more full-time employee(s) in a job classification, the Employer will post that position or those positions. If the Employer is not successful in attracting sufficient internal applicants from within its current employees, the Employer will have thirty-five (35) working days from the date the posting comes down to hire for the available position(s), in accordance with the usual practice, that being that the Employer may, on its own initiative, hire persons who are already members of Local 1611 to fill the position(s) or it may contact the hiring hall of Local 1611 to fill the position(s), giving the hiring hall a reasonable period of time within which to try and fill the available position(s). In the event neither of these two methods provides the required employee(s), the Employer may hire from outside, meaning a person who is neither a Local 1611 member nor provided by the hiring hall of Local 1611.

If thirty-five (35) working days elapse, it will be necessary for the Employer to re-post any positions remaining which have not, at that point, been filled.

The Employer will advise the Union of how many employees have been hired as a result of the above process so that the Union can match the employees posted for and the employees hired.

(b) As a condition of employment all employees, at present members of the Union, shall continue as members during the life of this Agreement. All employees, not members of the Union, shall become members within forty-five (45) working days after the effective date of this Agreement.

CLAUSE 2: UNION SECURITY AND SHOP STEWARDS (Cont'd.)

(c) Union Dues and Initiation Fee - the Employer shall deduct once each month from the pay cheque of each employee, and forward to the Union Secretary any Initiation Fees, Dues, Working Dues, Fines or Assessments levied in accordance with the Union by-laws, owing by them to the said Union. (Union dues 2014 - \$31.00; 2015 to 2017 – TBA. Initiation fee – \$300.00).

WORKING DUES CHECK-OFF

Effective May 1, 2014 sixty-five cents (\$0.65) per hour working dues shall be deducted from each employee covered by this Agreement for each hour earned and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

Each member shall submit a written authorization to his Employer, as a condition of employment as may be required by his Employer.

Remittances shall be made in accordance with the forms provided by the Union.

(d) It shall not be a violation of this Agreement or cause for discharge or discipline if any employee refuses to cross a picket line which is legal.

(e) While Armtec's Erection Crew (employees) will have access to their tools and equipment, they will not perform work normally carried out by Local 1611 members.

CLAUSE 3: SHOP STEWARDS & SERVICE REPRESENTATIVES

Shop Stewards and Service Representatives shall be recognized on all jobs and they shall not be discriminated against. Responsibilities of the Shop Steward shall be carried out in a manner that least interferes with his regular duties and the duties of others. The Steward shall not leave his work station unless he has secured permission from his supervisor. Service Representatives shall have access during luncheon period to all jobs covered by this Agreement in the carrying out of their regular duties but, at all other times, they shall first obtain permission from the Employer or the Production Manager and such permission shall not be unreasonably withheld, so long as work and progress shall not be interfered with.

The Union shall notify the Employer or Production Manager as to the name of the Shop Steward(s) and any change thereof. The Union shall be notified, in writing, within two (2) working days if a Shop Steward is discharged for cause and such cause shall be stated.

CLAUSE 4: SENIORITY

(a) In all demotions, promotions or lay-offs or rehiring after lay-offs, seniority shall prevail where ability and efficiency are equal. In the case of lay-offs, the Employer will give notice of lay-off to the Shop Steward at the same time as notice is being given to the employee being laid off. After date of ratification the following shall apply. No employee shall be entitled to a seniority rating until he/she has completed forty-five (45) working days probationary service with the employer. Seniority rating shall start upon the completion of the forty-five (45) days probation, with the following exceptions:

Time spent on Union business or bereavement leave shall not require an extension of the probationary period.

For seniority purposes during lay off only, employees may only be classified as lead hands when they are acting in a lead hand capacity and supervising at least one employee who is not a lead hand. When a lead hand is not acting in a lead hand capacity, the lead hand premium shall be stopped.

(b) If any employee feels he is being discriminated against, the said employee has the privilege of referring the complaint to the Union and if the complaint is not resolved in five (5) days, the complaint shall be processed under Clause 18 of this Agreement.

(c) Any employee promoted or re-classified shall be allowed a reasonable period of trial which shall not extend over thirty (30) working days and, if found unsatisfactory, shall be given the opportunity of going back to his former employment without loss of seniority.

(d) Before filling new positions, other than Group #1, jobs will be held open for application by all employees and posted for no less than three (3) full working days on a bulletin board located in the immediate vicinity of the time clock. Choice of the successful applicant by the Employer will be based on ability and efficiency. Where these are equal, seniority will prevail. Shop Stewards will be provided with a list of applicants, the name of the successful applicant and, where seniority has not governed, the reasons shall be given to the shop steward. In the event there are no applicants for a Charge Hand position and there are no available candidates available through Union dispatch, the Company will be free to source out this position through whatever means possible.

Postings will include, at a minimum, the following information:

- (i) the number of positions available;
- (ii) the location of each position available;
- (iii) the group classification and rate of pay;
- (iv) the duties of the position as needed to provide potential applicants with good information on the work involved. Shift requirements will be indicated, when these are known, at the time of posting;
- (v) the expected start date of the job.

CLAUSE 4: SENIORITY (Cont'd.)

(e) The Employer shall post a list on the notice board, within one (1) month after the signing of this Agreement, showing the plant seniority date and classification of each employee. It is agreed between the parties that, at all times, the old seniority list shall remain side by side with the new list. Any error in the said lists must be taken up with the Employer within three (3) weeks of being posted or if an employee is absent from the work place then within three weeks of his return to work; thereafter, the lists shall become final. A revised seniority list shall thereafter be posted at three (3) month intervals, starting on the first day of January and again on the first day of April and every three (3) months thereafter. If an employee is laid off for a period of less than eight (8) months and returns to work on call, he shall retain his seniority as at the date of his lay-off. All seniority lists shall be forwarded to the Union. When the Employer recalls employee(s) on lay-off, the Employer shall use their best efforts to give three (3) days notice.

Employees who refuse recall for work anticipated to be less than five (5) days will not lose seniority. The Employer will make best efforts to communicate the expected duration of the work. Any employee(s) refusing a recall of five (5) or more days shall lose seniority.

With the exception of employees on the seniority list as of May 1st, 2003, seniority rated employees with less than 4000 hours of employment will be entitled to five (5) months recall. Employees with more than 4000 hours of employment are entitled to eight (8) months of recall.

(f) Employees requesting a lateral move or demotion shall submit a written request for same to their foreman, with a copy to the Shop Steward(s). The written request shall be discussed informally by a committee comprising the Business Representative, Shop Steward(s), Production Superintendent and Production Manager in consultation with the employee and the Foreman. The reasons for the requested move shall be tabled and the following conditions of such a move shall be given to the employee:

- (1) The employee shall stay in the "new" position for a minimum period of one (1) year.
- (2) The employee shall not move more than twice except where health reasons dictate further consideration.
- (3) There may be a time lapse before the move can be implemented.

The employee shall be provided five (5) working days to consider the request and shall notify the Shop Steward(s) and Foreman of his decision to pursue the request or remove it within ten (10) working days of the committee hearing. If the employee wishes to pursue the request he shall apply for the next posting for the position sought for consideration.

CLAUSE 5: MANAGEMENT

(a) Subject to the provisions of this Agreement, the management of the Employer'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 operations shall be vested exclusively in the Employer and shall be exercised in a reasonable manner.

Subject to the provisions of this Agreement, the Employer shall have the right, to be exercised in a reasonable manner, to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge for proper cause, transfer or lay-off employees because of lack of work or other legitimate reasons, it being understood, however, the Employer shall not discipline or discharge an employee except for proper cause or discriminate against an employee.

(b) The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Employer shall maintain on its bulletin boards and furnish the Union with a written or printed copy of all such rules and regulations and all changes therein. Changes in existing rules and regulations, as well as new rules and regulations promulgated by the Employer, shall not become effective until five (5) regular work days after copies thereof have been furnished to the Union and posted on the Employer's bulletin boards.

(c) The Employer shall have the right to train salaried personnel in the plant, up to a maximum of six weeks per person, providing that such personnel placed with a crew are additional to the normal crew for such work. It is expressly understood that salaried personnel will not displace hourly rated employees and will not interfere with the progress of the work. Salaried trainee personnel will have no supervisory authority and will work under the supervision of the Lead Hand and/or Charge Hand of the crew.

CLAUSE 6: PAYMENT OF WAGES

(a) The Employer shall, at least as often as every second Friday, pay to his employees all wages due, up to a day not more than five (5) working days prior to the day of payment. During the term of this collective agreement the Company uses a Direct Deposit payroll system which enables the Company to deposit employee pay directly into the employees' bank accounts at the financial institution of the employee's choice. It is understood that new hires will be expected to submit paperwork within three (3) days of starting employment.

CLAUSE 7: HOURS OF LABOUR

(a) The basic work week for employees on shift No. 1 (Day Shift) shall consist of five (5) days for a total of forty (40) hours. The basic work week for employees on other shifts shall consist of five (5) shifts for a total of forty (40) hours with shift periods as hereinafter defined.

CLAUSE 7: HOURS OF LABOUR (Cont'd.)

(b) Shift No. 1 (Day Shift) shall be worked as follows:

On Monday to Friday inclusive, an eight (8) hour day shall be worked between 7:00 a.m. and 3:30 p.m., within which said period thirty (30) minutes shall be designated as a lunch period, provided always that the parties hereto agree to alter the starting hour of Shift No. 1 (Day Shift) to a time not earlier than 6:00 a.m. and not later than 10:00 a.m. but such alterations shall not affect the number of hours worked. The starting hour of Shift No. 1 (Day Shift) may be altered only once forward and once backward or vice-versa during a work week of Monday to Friday. Unless an additional change of an hour forward or backward is necessitated to meet the needs of the business. It is understood such changes will not be unreasonably made.

For maintenance work only, Shift #1 may run Tuesday to Saturday. Employees working this shift will be entitled to two (2) consecutive scheduled days off. However, the Employer may call employees to work on scheduled days off in circumstances of special need.

In instances where more than one mechanic, electrician, or helper of each is required, then seniority shall prevail in their choosing of who would work the Tuesday to Saturday shift.

Maintenance work is understood to include the work of the mechanic, electrician, and their helpers.

(c) Additional shifts may be worked provided they shall continue for four (4) shifts or more. The Employer may alter the starting hour for additional shifts as indicated in Clause 7(b) but the starting hour change and shift change shall not occur within the same week. The Employee shall be given a minimum of twelve (12) hours' notice of a shift change; such notice to be given during employee's working hours. Employees may refuse the change if such notice is not provided.

- (i) Shifts starting at or after 10:00 a.m. and before 6:00 p.m. shall be considered Shift No. 3 (afternoon shift). Shifts starting at or after 6:00 p.m. and before 4:00 a.m. shall be considered Shift No. 4 (Graveyard Shift). Shifts starting at or after 4:00 a.m. and before 6:00 a.m. shall be considered Shift No. 5 (Early Shift).

Shift differential per hour will be:

- (ii) Shift No. 3 (Afternoon Shift) \$0.75 – Jan 1, 2015
Shift No. 4 (Graveyard Shift) \$1.00 – Jan 1, 2015
Shift No. 5 (Early Shift) \$1.15 – May 1, 2014

(d) All work done outside of the regular hours shall be considered overtime and paid for at the rates provided under Clause 8. All work performed prior to any employee's regular shift for loading barges shall be paid at double time and any work beyond eight (8) hours shall be subject to the overtime rates in Clause 8.

CLAUSE 7: HOURS OF LABOUR (Cont'd.)

(e) In the event that an employee wishes to switch shifts with another employee in the same classification and both employees agree he/they shall submit a request to the foreman. Such permission shall not be unreasonably withheld.

(f) Any employee required to work, away from the plant shall be paid fifty-four cents (\$0.54) per kilometer, beyond/over and above their normal commute.

Such allowance shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency, shall be paid.

(i) When employees are required to do work outside the plant, they shall be paid wages for the first eight (8) hours at straight time at the appropriate field rates as laid out in the Labourers' Standard Agreement; benefits for hours worked outside the plant shall be paid at plant rates.

(g) Where an employee is called out for work and:

(i) No work is available he shall be paid four (4) hours at the applicable rate provided, however, that the workman has reported to the job site, in person, in a competent condition to carry out his duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows:

The Company shall provide two (2) hours notice by telephone. It is understood that if the Company has to leave a message on the phone, or if there is no answer at the phone number it has met its obligation under the collective agreement. As per the collective agreement it is the employees' obligation to ensure that their phone number is current.

(h) Each employee shall provide the Employer with his telephone number where he may be reached and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

(i) An employee shall lose seniority rights and his/her employment shall be deemed terminated with the Company for the following:

- (i) Voluntarily quits the employ of the Company.
- (ii) Is discharged and not reinstated through the grievance procedure.
- (iii) Absence from work without leave (AWOL) as hereinafter provided for in this Agreement, or without notifying the Company; for three (3) consecutive workdays, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.

CLAUSE 8: OVERTIME

(a) Any hours worked over eight (8) hours in a day for those employees who are scheduled for five eight hour shifts, or any hours worked over forty (40) hours in a week shall be paid at time and one half (1 ½x). Any hours worked over ten (10) hours in a day for those employees who are scheduled for five eight hour shifts shall be paid at double time (2x). All work performed on Saturdays will be paid at time and one half (1 ½), for the first eight (8) hours, then double time (2x). All work performed on Sundays and Statutory Holidays shall be paid at double time (2x).

(i) If it is expected that an individual will work two (2) hours overtime, that individual shall take a fifteen (15) minute coffee break, sometime within the first two (2) hours of overtime; this break shall be taken; there will not be paid time for untaken break.

(b) Where an employee is expected to work more than two (2) hours of overtime then immediately following the regular established finishing time of any shift, he shall receive a thirty (30) minute lunch period which shall be paid for at straight time rates. This break shall be taken; the employee will receive a fourteen dollar (\$14.00) meal allowance.

(c) When an employee is "Called Back" for work after clocking out and:

(i) No work is available he/she shall be paid three (3) hours at the applicable rate provided, however, that the workman has reported to the job site, in person, in a competent condition to carry out his/her duties.

(ii) If more than four (4) hours work is performed but less than six (6), he/she shall be paid a minimum of six (6) hours at the applicable rate. If more than six (6) hours but less than eight (8) hours worked, then a minimum of eight (8) hours pay at applicable rate. Where an employee completes available work prior to the expiration of the four (4) hours call back period then, at the employees option he/she may clock out and be paid only for time worked.

(d) When overtime is to be worked individuals will be notified by the sixth (6th) hour point of their shift, whenever possible.

CLAUSE 9: ANNUAL VACATION AND STATUTORY HOLIDAYS

(a) Vacation and statutory holiday pay shall be combined and be accrued at the following rates:

Twelve point eight percent (12.8%) of gross wages for those employees with ten (10) or more years' seniority. Ten point eight percent (10.8%) of gross wages for those employees with five (5) or more but less than ten (10) years' seniority. Eight point eight percent (8.8%) of gross wages for those employees with less than five (5) years' seniority.

CLAUSE 9: ANNUAL VACATION AND STATUTORY HOLIDAYS
(Cont'd.)

The annual vacation payment for purposes of calculation shall be:

- Eight percent (8%) = (four (4) weeks of vacation) for employees with ten (10) or more years' seniority.
- Six point (6%) = (three (3) weeks of vacation) for employees with five (5) or more but less than ten (10) years' seniority.
- Four percent (4%) = (two (2) weeks of vacation) for employees with less than five (5) years' seniority.

Gross wages is defined as the total of all wages received for straight time and overtime work.

(b) The statutory holidays' payment for purposes of calculation shall be four point eight percent (4.8%) of gross wages payable to all employees. The recognized holidays are:

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

and any such day as may be declared a public holiday by the Federal and/or Provincial Government.

When a statutory holiday falls on a Saturday or Sunday, the following Monday will be observed. If an individual works on a statutory holiday or the observed day off for that statutory holiday, then the individual shall be paid at double time (2x) rates. When Christmas and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday will be observed. The Employer reserves the right, on certain occasions where it makes sense for the business, to observe the Friday preceding as the statutory holiday.

(c) Pay for annual vacations and statutory holidays will be combined and paid to the employee on each cheque issued to the employee under Clause 6.

(d) Choice of holiday periods will, where applicable, be awarded by seniority and will be established and approved by March 15 of each year. A maximum of two weeks' holiday, which may be taken as consecutive weeks, will be permitted between July 2 and August 31. Holiday lists will be posted by March 1 and preferred holiday periods inserted by March 8. Once holidays are approved they cannot be unilaterally changed by the Employer.

CLAUSE 10: ACCIDENT PREVENTION

(a) It is understood and agreed that the parties to this Agreement shall, at all times, comply with the Accident Prevention Regulations of the Workers' Compensation Act and any refusal on the part of the workman to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement provided, however, that the employees concerned report immediately to their foreman the details of the alleged contravention.

(b) Any employee suffering injury while in the employ of the Employer must, if possible, report immediately to the First Aid Department or his foreman and must also report to his foreman before returning to work.

(c) Safety meetings will be held at least once each month and a copy of the minutes of each meeting forwarded to the Union office.

A regular Safety Committee will be established.

(d) Employees requiring off-site medical attention which necessitates no return to work on that day or where a qualified Industrial First Aid Attendant recommends rest until the next day and the employee is not otherwise compensated, the employee shall receive eight (8) hours' pay for the day of the injury.

(e) It is recognized that safety is a guiding principal of the Company and all efforts will be made to ensure a safe work environment and all employees support that guiding principal.

CLAUSE 11: TRAINING

(a) The parties will meet with a view to establishing and agreeing to a job and classification matrix that shall be concluded by no later than December 31, 2014. See Letter of Understanding #2.

(b) The Employer shall forward for each hour, for which hour wages are payable to the CSW Training Society the following: Effective May 1, 2014 \$0.04 per hour; May 1, 2015 \$0.08 per hour; May 1, 2016 \$0.12 cents per hour; May 1, 2017 \$0.16 cents per hour, by the 15th of every month.

CLAUSE 12: SUGGESTION BOX

In support of the Object Clause of this Agreement it is recognized that employees' suggestions for improvements are both sought and appreciated. The Company will acknowledge all suggestions, provide feedback on actions taken or otherwise, and will recognize contributions in an appropriate manner. Employees will recognize the importance of contributing ideas and suggestions as beneficial to all.

CLAUSE 13: JOINT CONSULTATION COMMITTEE

(a) The purpose of the Joint Consultation Committee is to promote the co-operative resolution of work place issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

(b) The committee shall meet when there is an agenda by either side as required.

(c) The Associate Chair of the Mediation Division shall on the joint request of the parties, appoint a facilitator to assist in developing a more co-operative relationship between the parties.

(d) The above is in accordance with the Labour Relations Code (Section 53).

CLAUSE 14: EXTENT

This Agreement shall include and cover all plant operations of the Employer in the Province of British Columbia.

CLAUSE 15: GENERAL WORKING CONDITIONS AND RULES

(a) Two breaks of fifteen (15) minutes each shall be taken in a work shift. Time of first work break shall be at one-quarter (1/4) of the scheduled shift or as near that period as possible; the second work break shall be at three-quarters (3/4) of the scheduled shift or as near that period as possible.

(b) The meal period shall be within one (1) hour of mid-shift.

(c) The Employer shall not require any employee covered by this Agreement to work more than four and one-half (4-1/2) consecutive hours from start of shift, at any time, without one-half (1/2) hour meal break.

(d) Executive Officers, a member or a Shop Steward of the Union who are required to attend meetings at the call of the Union shall, up to a maximum of two (2) employees from each plant, be allowed time off, without pay, by the Employer on reasonable notice.

(e) The Employer agrees to maintain adequate clean, sanitary washrooms and toilet facilities with hot and cold running water. Adequate heated lunch rooms shall be provided with suitable mechanical ventilation.

(f) All employees shall respect and look after with reasonable care, tools, equipment and facilities provided by the Employer to perform work and to provide conditions conducive to good working conditions.

CLAUSE 15: GENERAL WORKING CONDITIONS AND RULES (Cont'd)

(g) The Employer shall continue to pay an employee whose absence is due to serving jury duty provided, however, that all sums received by way of payment of jury duty shall be payable to the Employer, to the end that no employee shall receive both his regular applicable rate and jury duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

(h) In the event of a death in his immediate family and upon the request of a regular employee, time off work will be given to attend to funeral arrangements and/or to attend the funeral. In the case of a death of a spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandson or granddaughter, grandparent, up to three (3) working days will be allowed without loss of pay, which time shall be exclusive of normal days off. The Employer may, if it deems necessary, require proof of such attendance. In addition, if the employee is notified of the death while he is working, he will be excused from and paid for the balance of that working shift and such time shall not be charged against the period of absence. The employee shall be allowed further unpaid time off, which shall not exceed seven (7) calendar days, at the employee's option, to attend a funeral held outside of British Columbia.

(i) The Employer shall provide to any employee laid off or discharged a termination slip indicating reasons for dismissal or lay-off.

(j) One (1) hour notice of lay-off will be given by the Employer or one hour's pay allowed in lieu of notice. Notice of lay-off shall be placed in the Shop Steward's mail box on the same day that the affected employee is notified.

(k) One (1) hour's notice of termination not for cause will be given by the Employer or one (1) hour's pay allowed in lieu thereof. Fifteen (15) minutes shall be allowed for the employee to pick up personal belongings, hand in Employer's tools, equipment and personal clean-up.

(l) The Employer will supply gloves, at no cost to the employees, where gloves are required in the performance of the work. Employer supplied gloves requiring replacement due to wear must be returned before replacement gloves are provided. The cost of any gloves not returned to the Employer in good condition, normal wear and tear excepted, shall be deducted from the employee's pay.

The Employer will supply coveralls to the Employer's specification to be worn by all employees having seniority in excess of forty-five (45) working days on the following basis:

(i) Coveralls will be personally allocated.

(ii) One (1) exchange of coveralls per week.

(iii) Fifty percent (50%) of the invoice cost will be borne by the Employer with the balance to be paid by the employee through payroll deduction.

CLAUSE 15: GENERAL WORKING CONDITIONS AND RULES (Cont'd)

- (iv) These costs will include the laundering and maintenance costs resulting from normal wear and tear. Costs to repair or replace coveralls damaged by abuse or not returned will be borne wholly by the employee and such costs will be deducted from the employee's pay.

- (v) Effective as of January 1, 2015, those employees who have a minimum of twelve months service with the company shall receive a safety boot allowance of one hundred dollars the first pay period of January. The safety boot allowance shall be paid annually on the anniversary date of the collective agreement in all subsequent years thereafter.

(m) LEAVE OF ABSENCE

All leaves of absence must be approved by management. Leave of absence requests shall be dealt with in accordance with the following criteria:

- (i) If an employee has, at least, twenty (20) years' seniority, he is entitled to six (6) weeks' leave of absence every year for any purpose. A maximum of two (2) employees per department may be on leave of absence at the same time. Requests for leave of absence must be made by December 1 of the preceding leave year in writing. The Employer must approve the request by January 1 of the leave of absence year. Requests shall be approved by seniority. No leaves of absence will be approved for any employee during the months of July and August of any year.

- (ii) If an employee has greater than ten (10) but less than twenty (20) years' seniority, he is entitled to four (4) weeks' leave of absence every two (2) years for any purpose. A maximum of two (2) employees per department may be on leave of absence at the same time. Requests for leave of absence must be made by December 1 of the preceding leave year in writing. The Employer must approve the request by January 1 of the leave of absence year. Requests shall be approved by seniority. No leaves of absence will be approved for any employee during the months of July and August of any year.

- (iii) If an employee has greater than five (5) but less than ten (10) years' seniority, he is entitled to three (3) weeks' leave of absence every two (2) years for any purpose. A maximum of two (2) employees per department may be on leave of absence at the same time. Requests for leave of absence must be made by December 1 of the preceding leave year in writing. The Employer must approve the request by January 1 of the leave of absence year. Requests shall be approved by seniority. No leaves of absence will be approved for any employee during the months of July and August of any year.

CLAUSE 15: GENERAL WORKING CONDITIONS AND RULES (Cont'd)

- (iv) All employees will be granted a leave of absence, as required, if the time is to be utilized in furthering their education at any recognized learning institution.
- (v) The Employer shall grant parental leave of absence to a maximum of fifteen (15) weeks to an employee who has twelve (12) months' seniority and who is a claimant of parental benefits under the Unemployment Insurance Act. The period of the leave of absence shall be no longer than the period during which the said employee is receiving the parental benefits.
- (vi) All other leave of absence requests shall be granted at the discretion of the Employer. Such requests are not to be unreasonably refused. In the event that the employee does not accept the Employer's refusal, the leave of absence request will be referred to the Union and Management Committee.

CLAUSE 16: WAGES

These wages reflect the minimum wages to be paid during this agreement.

	April 30, 2014	May 1, 2014	May 1, 2015	May 1, 2016	May 1, 2017
Learner					
Learner 1 (LG1)	\$15.00	\$16.00	\$16.00	\$16.00	\$16.00
Learner 2 (LG2)	\$17.00	\$18.00	\$18.00	\$18.00	\$18.00
1000 to 2000 hours Any learner will be paid Labourer Group 1 rates after 2000 hours					
		3%	2% or CPI	2.5% or CPI	2.5% or CPI
			<i>(Whichever is greater as based on CPI for BC as released by Stats Canada end of April 2015, 2016 and 2017)</i>		
Group 1					
Labourer	\$19.74	\$20.33	\$20.74	\$21.26	\$21.79
Trainee 1 *	\$21.11	\$21.74	\$22.18	\$22.73	\$23.30
Trainee 2*	\$23.11	\$23.80	\$24.28	\$24.89	\$25.51
*Vibrator, Steel Tier and Swamper Trainee					
Group 2					
Steel Tier	\$25.11	\$25.86	\$26.38	\$27.04	\$27.72
Swamper					
Vibrator Man					

CLAUSE 16: WAGES (Cont'd.)

	April 30, 2014	May 1, 2014	May 1, 2015	May 1, 2016	May 1, 2017
Group 3		3%	2%	2.5%	2.5%
Architectural Finisher	\$25.99	\$26.77	\$27.31	\$27.99	\$28.69
Boiler Operator 4th Class					
Bender Operator					
Cutter Operator					
Flat Welder					
Mobile Equipment Operator					
Sand Blaster					
Spiral Machine Operator					
Stressman, Structural Finisher					
Tack Welder					
Top Dresser, Voids Maker					
Group 4					
All Position Cert Welder	\$26.85	\$27.66	\$28.21	\$28.91	\$29.64
Benchman					
Checker					
Boiler Operator 3rd Class					
Electrician					
Mechanic					
Mixerman					
Receiver					
Straddle Operator					
Stud Welder Operator					
Q.C. Technician					
Field Rate	\$26.92	\$27.73	\$28.28	\$28.99	\$29.71

*Employees with a May 15, 2003 or earlier seniority date add one dollar and fifty cents (\$1.50) to the above.

LEARNER 1 (LG1)

All new hires with no or limited construction experience shall be placed in Learner 1 Group for 1000 hours. These employees may not bid into any job postings. After 1000 hours they shall move into (LG2) Group.

LEARNER 2 (LG2)

Employees in this group shall come from either the (LG1) progression or have a minimum of one year construction experience when cleared by the Union. These employees shall work 1000 hours in this group before progressing to Group 1 Labourer.

Employees in (LG2) may bid into job vacancy postings. If successful they must serve the step up hour's requirement of 640 hours, and receive one half the group rate difference before receiving the awarded groups pay rate increase.

CLAUSE 16: WAGES (Cont'd.)

CODICIL

The Employer shall encourage employees in Labourer Group 1 to bid into other work opportunities. Employees in this group shall be given preference over (LG2) employees.

If the postings do not result in applicants and if the union cannot supply the requisite skills and if the company cannot find the requisite skills elsewhere, then the posting will be opened up to LG1 employees to apply for training. If no LG1 applicants, then the company will train applicants from elsewhere.

The LG1 applicant, if successful, shall complete the 1,000 hour balance and the step up hours. All selection criteria in Clause 4 shall apply to the LG1 applicant.

(a) In recognition of the responsibilities of the Boiler Operator, as spelled out in the Power Engineers Boiler and Pressure Vessel Safety Act and Regulations, the one-half (1/2) hour meal break shall be paid for as part of his shift and also calculated as time worked.

(b) **Lead Hand:** a minimum of one dollar and twenty-five cents (\$1.25) per hour over rate paid to the highest classification under his supervision. Effective January 1, 2015, this will increase to one dollar and seventy cents (\$1.70).

(c) **Charge Hand:** a minimum of one dollar and twenty-five cents (\$1.25) per hour over rate paid to the highest classification under his supervision. Effective January 1, 2015, this will increase to one dollar and seventy cents (\$1.70).

(d) Premium for Electricians and Mechanics engaged in maintenance work to equipment and buildings: one dollar (\$0.60) per hour. Effective January 1, 2015 this will increase to one dollar (\$1.00) per hour.

(e) First Aid employees who work at other duties shall in addition to their regular rate, for each ticket required at the rates as shown below. The number of employees in each level shall be in keeping with the legislated requirements at management's discretion.

- Occupational Health & Safety (Emergency First Aid) - \$0.15 per hour - Occupational Health & Safety Level 2 - \$0.80 per hour. (*Occupational First Aid – formerly Level 2 and Level 3*). Effective January 1, 2015 these premiums shall increase to \$0.25 per hour and \$1.00 respectively.

(f) Tool allowance for mechanics of two hundred and fifty dollars (\$250.00) effective March 1, 2015 providing the mechanic has worked one (1) year and effective March 1, 2015.

(g) The Employer will replace carpenters' and electricians' tools, broken or worn through necessary use.

(h) Premium of one dollar and seventy-five cents (\$1.75) above hourly rate including Charge- hand premium, overtime premium but not shift premium shall be paid whenever the Charge-hand substitutes for a foreman for more than three (3) cumulative days.

(i) Rates for new classifications shall be negotiated as the occasion arises.

CLAUSE 17: HEALTH, WELFARE AND PENSION PLAN

Effective May 1, 2014, the Employer shall make contributions to the Construction and Specialized Workers' Medical and Benefit Plan of B.C. at the rate of two dollars and twenty-five cents (\$2.25) per hour for each hour of work performed by each employee within the scope of this Agreement. Such contributions shall be paid prior to the 15th day of the month following the month in which such hours were worked and shall be accompanied by a "remittance report" in a form prescribed by the Board of Trustees. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending closest to the last days of the preceding calendar month. Such contributions shall be made by cheque payable to the Construction and Specialized Workers' Medical and Benefit Plan of B.C., at par, in Vancouver, B.C. In calculating Employer contributions, overtime hours shall be contributed as hours worked.

Effective May 1st, 2015, the rate will be two dollars and thirty cents (\$2.30) and effective May 1, 2016 the rate will be two dollars and thirty five cents (\$2.35) and effective May 1, 2017 the rate will be two dollars and forty-five cents (\$2.45).

After an employee has completed the probationary period of forty-five (45) days, the Employer shall make contribution to a RRSP, in the amount of one dollar (\$1.00) per hour, for each hour worked, by each employee. Effective May 1, 2015 the amount of one dollar and fifty cents (\$1.50) per hour, for each hour worked, by each employee.

CLAUSE 18: GRIEVANCE PROCEDURE

(a) In the case of jurisdictional disputes, the work shall proceed without stoppage by the trade to whom the work was assigned.

(b) If, during the life of this Agreement, there should arise any grievance, dispute or other matter of controversy as to the carrying out of the terms of this Agreement, its interpretation, application, operation or violation, the Shop Steward or Business Representative of the Local Union shall first discuss the difference with the Production Manager of the Employer in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted, in writing, within fifteen (15) days of occurrence or, in every case, the matter shall be deemed to be waived.

However, the foregoing time limits will not apply in respect to any Employer contributions to the Health and Welfare Fund, to be made on behalf of the employees as provided for in this Agreement.

(c) In the event that the Employer fails to respond to a written grievance involving a question of discharge within seven (7) days of receiving same or within twenty (20) days of receiving a written grievance on other matters, the grievance shall be deemed to have been allowed and the remedy requested in the written grievance shall be implemented by the Employer within three (3) days of the grievance being deemed to be allowed. This time limit is intended to be mandatory.

CLAUSE 18: GRIEVANCE PROCEDURE (Cont'd.)

(d) In the event that the Employer denies the grievance within the time limit set out in Clause 18 (c), the grievance may then be submitted either to the Labour Relations Board under Section 87 of the Labour Relations Code or to a single arbitrator, as agreed to by both parties, if agreement is reached within twenty-one (21) days of the grievance being denied. In the event that the matter is not submitted to the Industrial Relations Board or to a single arbitrator as indicated, an Arbitration Board shall be chosen as follows:

- (i) The party arbitrating shall appoint a member for the Board and shall notify the other party, in writing, of its appointment and particulars of the matter in dispute.
- (ii) The party receiving the notice shall, within five (5) days thereafter, appoint a member of the Board and notify the other party of its appointment.
- (iii) The two (2) arbitrators, so appointed, shall confer to select a third person to be Chairman and, failing for three (3) days from appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.

(e) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Arbitration Board, in its award, is not authorized to add to, delete from or otherwise amend, in any way, the terms and conditions of this Agreement.

(f) The Board shall deliver its award, in writing, to each of the parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

(g) Each party shall pay its own costs and expenses of arbitration and remuneration and disbursements of its appointee to the Board and one-half (1/2) the compensation and expenses of the Chairman or single arbitrator, if used, and of stenographic and other expenses of the Arbitration Board.

CLAUSE 19: DURATION OF AGREEMENT

This Agreement shall be effective from May 1, 2014 until April 30, 2018 or until a further Agreement is signed but may be continued from year to year by mutual consent. Should either party wish to change, add to, amend or cancel this Agreement after this date, sixty (60) days' notice, in writing, prior to April 30, 2018 shall be given with the proposed changes, additions or amendments attached.

The operation of Section 50, Sub-Sections (2) and (3) of the Labour Relations Code is hereby excluded.

CLAUSE 20: TECHNOLOGICAL CHANGE

Where there is any technological change in equipment or method utilized in the production of an existing product that will affect five (5) men or eight percent (8%), whichever is greater of the average regular work force employed in the previous twelve (12) months to whom this Agreement applies, the following shall apply:

(a) The Employer shall notify the Union, in writing, at least ninety (90) days in advance of any such change in equipment or forty-five (45) days in advance of any such change of work method.

(b) Should this technological change in equipment or method cause specific jobs, related to the manufacture of this product to be eliminated, then the employee(s) so affected will have the opportunity to work at another classification, providing he has the seniority. Should re-training be required for this different job classification, then the employee shall be allowed thirty (30) working days for said re-training, without loss of pay.

(c) The Employer shall pay to each employee(s), with two (2) years or more of service, severance pay in the amount of one (1) week's pay for each year of service to a maximum of five (5) weeks when the employee's job is permanently discontinued, due to the technological change in equipment or method utilized in the production of an existing product and when that employee does not exercise his option for re-classification and re-training or upon permanent plant closure.

CLAUSE 21: LABOURERS' ADVANCEMENT FUND

The Employer shall forward twelve cents (\$0.12) for each hour for which wages are payable to the Construction and Specialized Workers' Benefit Plan of Local 1611. This amount shall be remitted to the British Columbia Labourers' Advancement Fund.

Effective May 1, 2015 the rate will be fourteen cents (\$0.14), effective May 1, 2016 the rate will be sixteen cents (\$0.16) and effective May 1, 2017 the rate will be sixteen cents (\$0.16).

CLAUSE 22: STRIKE OR LOCKOUT

(a) There shall be no strike or lockout during the term of this agreement.

(b) Should the parties fail to agree on the terms and conditions for a new or revised Agreement it is understood and agreed that all other means to achieve agreement will be exhausted in good faith (e.g. mediation, arbitration) prior to exercising strike or lockout rights.

CLAUSE 23: EXTERNAL PURCHASING

When the employer is able to find more cost efficient solutions by purchasing externally rather than making internally, such actions will be allowed.

Signed at Vancouver, B.C. this 29 day of May 2014.

Signed on behalf of the Employer:

Armtec Limited Partnership

Steve Bujin
Signature

Steve Bujin
Print Name

Alan Maurer
Signature

Alan Maurer
Print Name

Signed on behalf of the Union:

**Construction & Specialized
Workers' Union, Local 1611**

Manuel Alvernaz
Signature

MANUEL ALVERNAZ
Print Name

Nav Malhotra
Signature

NAV MALHOTRA
Print Name

LETTER OF UNDERSTANDING #1

By and Between:

**ARMTEC LIMITED PARTNERSHIP
7900 NELSON ROAD
RICHMOND, B.C.
V6W 1G3**

And:

**Construction & Specialized Workers' Union Local 1611
#200, 19092 – 26th AVENUE
SURREY, B.C.
V3S 3V7**

RE: ENABLING

The Union and the Employer, by mutual consent, may determine on a project by project basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement in writing, amend or delete any terms or conditions of the Agreement for the duration of the project.

Signed this 29 day of May, 2014

Signed on behalf of the Employer:

Armtec Limited Partnership

Steve Brijn
Signature

Steve Brijn
Print Name

Alan Maurer
Signature

Alan Maurer
Print Name

Signed on behalf of the Union:

**Construction & Specialized
Workers' Union Local 1611**

M. Alvernaz
Signature

MANUEL ALVERNAZ
Print Name

Nav Malhotra
Signature

NAV MALHOTRA
Print Name

Cope 378

LETTER OF UNDERSTANDING #2

By and Between:

**ARMTEC LIMITED PARTNERSHIP
7900 NELSON ROAD
RICHMOND, B.C.
V6W 1G3**

And:

**Construction & Specialized Workers' Union Local 1611
#200, 19092 – 26th AVENUE
SURREY, B.C.
V3S 3V7**

RE: TRAINING

- All employees on the seniority list
- Seniority rights for technical skills training
- Ensuring "life skills" training does not become a "posting" requirement
- How disputes regarding training are resolved
- How we explain the benefits of participation in any training program

The parties intention is to implement the program within two (2) year of ratifying this Agreement. The proposed program will be subject to ratification of the bargaining unit prior to implementation. Any non-paid training done at Armtec's plant shall not result in a loss of production opportunity to the bargaining unit.

Signed this 29 day of May, 2014.

Signed on behalf of the Employer:

Armtec Limited Partnership

Steve Buijng
Signature

Steve Buijng
Print Name

Alan Maurer
Signature

Alan Maurer
Print Name

Signed on behalf of the Union:

Construction & Specialized
Workers' Union Local 1611

M. Alvermaz
Signature

MANUEL ALVERMAZ
Print Name

NAV MALHOTRA
Signature

NAV MALHOTRA
Print Name

Cope 378

LETTER OF UNDERSTANDING #3

By and Between:

**ARMTEC LIMITED PARTNERSHIP
7900 NELSON ROAD
RICHMOND, B.C.
V6W 1G3**

And:

**Construction & Specialized Workers' Union Local 1611
#200, 19092 – 26th AVENUE
SURREY, B.C.
V3S 3V7**

RE: The Parties will meet with a view to establishing and agreeing to a job and classification matrix that shall be concluded by no later than December 31, 2014.

The Company and the Union recognize that a number of job classifications in the collective agreement had to be adjusted to simplify the job classifications while at the same time ensuring that the new job classifications accurately reflect the job classifications within the Company.

The Parties have agreed to the following changes or modifications to the job classifications:

Group 2

Steel Tier (no change)
Swamper (no change)
Vibrator-Casting (formerly Vibrator Man)

Group 3

Architectural Finisher (formerly called Architectural Dresser)
Boiler Operator 4th Class (no change)
Bender Operation
Cutter Operator (no change)
Flat Welder (no change)
Mobile Equipment Operator
Sandblaster (formerly called Nozzle man on Sand Blasting)
Spiral Machine Operator (no change)
Stresser (formerly called Stressman)
Structural Finisher (formerly called Structural Dresser)
Tack Welder (no change)
Top Dresser (no change)
Voids Maker (no change)

Only change is the New Classification of Receiver

The Union and the Company acknowledge that employees in the Labourer classification may want to further their career at Armtec. Therefore the Union and the Company agree to provide a series of graduated skills, responsibilities and tasks for these employees. At Management's discretion, an employee(s) from the Labourers group may be moved to the new Group 1 where they will receive training to help enhance the employee's skill set. This will not be applied in a discriminatory manner.

The following changes have been agreed to by the Parties for the Richmond plant, all wages and increases remain the same as per the collective agreement.

Labourer Group 1: (formerly Group 1) All employees currently classified as Labourer will now be in this group. There is no change to this classification other than being renamed.

Trainee 1 and 2: Vibrator Trainee, Steel Tier Trainee
Swamper Trainee

* This is a new Group 1 formerly the Labourer Group.

It is understood and agreed to by the Parties, that each Party must ratify this agreement with their respective principles.

Signed this 29 day of May, 2014.

Signed on behalf of the Employer:

Armtec Limited Partnership

Steve Bigna
Signature

Steve Bigna
Print Name

Alan Maurer
Signature

Alan Maurer
Print Name

Signed on behalf of the Union:

Construction & Specialized
Workers' Union Local 1611

M. Alvernaz
Signature

MANUEL ALVERNAZ
Print Name

NAV MALHOTRA
Signature

NAV MALHOTRA
Print Name