

AGREEMENT

Between

**EBCO INDUSTRIES LTD.
7851 Alderbridge Way
Richmond, B. C.**

And

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

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

June 1, 2010 to May 31, 2013

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE AND PURPOSE OF AGREEMENT	3
	BARGAINING UNIT & UNION RECOGNITION	3
2	INTERNATIONAL NOT A PARTY TO AGREEMENT	4
3	UNION SECURITY	4,5
4	MANAGEMENT PREROGATIVES	5,6
5	HOURS OF WORK	6,7
6	OVERTIME	8
7	HOLIDAYS, HOLIDAY PAY, FLOATING HOLIDAY	8,9
8	RATES OF PAY AND WORK ASSIGNMENTS	10-14
9	PAY DAYS	14
10	REPORTING PAY.....	15
11	VACATIONS	15
12	INSURANCE, MEDICAL AND DENTAL	16
12	CANADIAN NATIONAL SHOPMEN PENSION FUND	17
13	ERECTION AND FIELD FABRICATION	18
14	SENIORITY	18,19
15	LEAVE OF ABSENCE, BEREAVEMENT PAY, JURY DUTY	19,20
16	GRIEVANCE PROCEDURE	20,21
17	ARBITRATION	22
18	STRIKES AND LOCKOUTS	22
19	PLANT VISITATION	22
20	BULLETIN BOARDS	23
21	SAFETY AND HEALTH	23,24
22	TECHNOLOGICAL CHANGE	24
23	SEVERANCE PAY	25
24	SAVING CLAUSE	25
25	INTERIM AMENDMENT	25
26	DURATION, RATIFICATION AND ACCEPTANCE	25,26
	LETTERS OF UNDERSTANDING	27-29

COLLECTIVE AGREEMENT

BETWEEN

EBCO INDUSTRIES LTD.

(hereinafter referred to as the "Company")

And

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

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

(Hereinafter referred to as the "Union")

DATE AND REFERENCE - The Agreement is dated for reference June 1, 2010, and named for reference the "EbcO Industries Ltd.- Ironworkers Shopmen's Local 712 Collective Agreement".

PURPOSE OF AGREEMENT

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

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

ARTICLE 1 - BARGAINING UNIT & UNION RECOGNITION

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

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

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

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

ARTICLE 2 - INTERNATIONAL NOT A PARTY TO AGREEMENT

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

ARTICLE 3 - UNION SECURITY

3.01 Each of the Company's employees as defined in Article 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the forty-six (46) day following the effective date of the Agreement, or not later than the forty-six (46) day following the beginning of his or her employment, whichever is the later. Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing.

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

3.03 In the event of an increase in forces, the Company will notify the Union of the number and classifications of employees required and the Company shall have the choice of selection of available members. In the event that Shopmen's Local Union #712 is unable to supply the Company within 24 hours with competent employee(s), as defined by the Company, then the Company shall have the right to employ any other competent worker(s) from any other source provided, however, that such workers hired shall be required to be registered at the Union office before commencing work. In the event of an increase in the number of apprenticeship positions, the Company shall have the right to employ any competent worker from any source, either from within the Company or from outside the Company, provided, however, that workers hired from outside shall be required to be registered at the Union office before commencing work.

3.04 As a condition of employment, each new employee will sign a check off authorization. The Company agrees to deduct from the first pay of each month from the earnings of every employee covered by this Agreement, a sum equal to the monthly dues as set forth in Subsection 3.05 below and remit same to the Financial Secretary of the Union not later than the fifteenth (15) 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 day 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, said Financial Secretary shall receipt and sign one copy of the list and promptly return same to the Company.

3.05 The Union dues, as of the date hereof, are an amount equal to one and three-quarter (1 & 3/4) hour's pay, plus International per capita tax, in an amount as advised by the Union to the Company, received by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours' pay or more in any month shall have full dues deducted). Classifications shown on the Company's seniority list shall determine the amount to be deducted from each employee's pay until such date a new Agreement is negotiated. Such dues

shall not be changed except in accordance with the provisions of the International Constitution and Bylaws of the Union and, in such event, said Financial Secretary shall notify the Company in writing. The Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.

3.06 Upon receipt of a signed individual authorization from any employee hired, or 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, a sum not to exceed one hundred and fifty (\$150.00) dollars. 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.

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

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

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

ARTICLE 4 - MANAGEMENT PREROGATIVES

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

4.02 The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of the Agreement. The Company shall post on its bulletin boards and furnish each employee with a written or printed copy of all such rules and regulations and all changes therein. The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committeeperson or Steward.

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

Therefore, in the event that the Department of Defence Production, or any other Government agency or specific customer concerned with security regulations, advises the Company that any employee is restricted from work on, or access to, classified information or material, the Union

will not contest any reasonable action the Company may take to comply with its security obligation to the Government or specific customer. If the Company is obliged to act under this clause the Union will be so informed.

4.04 When the Company finds it necessary to lay-off or discharge a Chief Union Steward, the Business Agent of the Union shall be notified prior to such lay-off or discharge.

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

ARTICLE 5 - HOURS OF WORK

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

5.02 When only one shift is employed, a regular work-day shall consist of eight (8) consecutive hours, exclusive of the lunch period with pay for eight (8) hours, between 6:00 a.m. and 6:00 p.m. and the regular work-week shall consist of forty (40) hours.

5.03 Where an afternoon shift is employed, it shall consist of seven and one-half (7 1/2) consecutive hours, exclusive of the lunch break, between the hours of 2:00 p.m. and 12:00 midnight with pay for eight (8) hours. The regular work-week for the afternoon shift shall consist of thirty-seven and one-half (37 1/2) hours. A premium of three (3) percent will be paid for hours worked on the regularly scheduled afternoon shift.

5.04 Where a night shift is employed, it shall consist of seven (7) consecutive hours, exclusive of the lunch break, between the hours of 10:00 p.m. and 8:00 a.m. with pay for eight (8) hours. The regular work-week for the night shift shall consist of thirty-five (35) hours. A premium of four (4) percent will be paid for hours worked on the regularly scheduled night shift.

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

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

5.07 (a) Monday through Friday shall constitute the regular work-days and regular work-week.

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

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

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

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

5.11 For the duration of this Agreement there shall be two (2) rest periods of (10) minutes duration, work station to work station, one of which shall be during the first four (4) hours of each shift and the second during the second four (4) hours of each shift. It is understood that special arrangement by mutual agreement between the Company and the Union may alter this provision.

During such rest periods each employee shall be paid the 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 or food. It is expressly understood that if conditions of work make it impossible for anyone to have coffee during the predetermined coffee break period then the break shall be allowed as soon thereafter as the condition allows and in any case not later than thirty (30) minutes beyond the predetermined coffee break period.

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

ARTICLE 6 - OVERTIME

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

The first three hours worked in excess of eight in the day from Monday to Friday inclusive, shall be paid at time and one half.

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

The first eight hours worked on a Saturday in excess of forty hours in the week, excluding those hours worked in excess of eight in the day, shall be paid at time and one half.

All overtime work authorized for premium pay by the customer and all hours worked on Sunday shall be paid at double time.

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

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

The Company shall provide a meal up to the value often (\$10.00) dollars 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.

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

ARTICLE 7 - HOLIDAYS - HOLIDAY PAY

7.01 Subject to the conditions contained in Subsection 7.02 below, employees who have been in the continuous service of the Company thirty(30) calendar days or more prior to a holiday shall be paid a regular day's pay.

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

New Years Day	Good Friday	Easter Monday	Victoria Day
Canada Day	BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day	Floating Holiday

And any other one (1) day declared by Federal or Provincial governments.

(a) All new employees are required to work a six (6) month period in order to qualify for the Floating Holiday. Employees with one (1) or more years of service may request to take the Floating Holiday at any time during the calendar year, subject to giving a minimum of two weeks' notice and of receiving approval of their respective department head. All other conditions applicable to Statutory Holidays apply to the Floating Holiday. The Floating Holiday must be taken by December 31st of each year after an employee has qualified or pay in lieu thereof will be given.

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

7.03 Should any of the foregoing Holidays occur or be observed during the vacation period of any employee, such employee will be paid his regular day's pay for each such holiday in addition to his vacation pay and he will receive one (1) additional consecutive day's vacation for each such holiday.

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

ARTICLE 8 - RATES OF PAY AND WORK ASSIGNMENTS

8.01

CLASSIFICATION

DEPT: MAINTENANCE/YARD

	June 1/10	Dec 1/11	June 1/12	Dec 1/12
CARPENTER I	30.25	30.55	30.86	31.48
CARPENTER II	29.47	29.76	30.06	30.66
MILLWRIGHT I	30.25	30.55	30.86	31.48
MILLWRIGHT II	29.47	29.76	30.06	30.66
HEAVY DUTY MECHANIC I	30.25	30.55	30.86	31.48
HEAVY DUTY MECHANIC II	29.47	29.76	30.06	30.66
ELECTRICIAN I	30.25	30.55	30.86	31.48
ELECTRICIAN II	29.47	29.76	30.06	30.66
SHIPPER/RECIVER	25.07	25.32	25.57	26.09
FURNACE CONTROLLER	25.04	25.29	25.54	26.05
MOBILE EQUIPMENT I	24.44	24.68	24.93	25.43
MOBILE EQUIPMENT II	22.31	22.53	22.76	23.21
UTILITY MAN	22.92	23.15	23.38	23.85

MACHINE SHOP

INSPECTOR I	30.25	30.55	30.86	31.48
INSPECTOR II	29.47	29.76	30.06	30.66
INSPECTOR III	28.65	28.94	29.23	29.81
JOURNEYMAN NC OPERATOR I	30.25	30.55	30.86	31.48
JOURNEYMAN NC OPERATOR II	29.47	29.76	30.06	30.66
MACHINIST 1	30.25	30.55	30.86	31.48
MACHINIST II	29.47	29.76	30.06	30.66
NC OPERATOR	27.46	27.73	28.01	28.57
TOOL AND CUTTER GRINDER I	29.48	29.77	30.07	30.67
TOOL AND CUTTER GRINDER II	28.65	28.94	29.23	29.81
SPECIALIST	27.46	27.73	28.01	28.57
EXPEDITOR/MATL HANDLER	25.38	25.63	25.89	26.41
TOOL ROOM ATTENDANT	23.28	23.51	23.75	24.22
BENCH GRINDER	18.04	18.22	18.4	18.77
HELPER	17.85	18.03	18.21	18.57

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Cont'd)

CLASSIFICATION	June 1/10	Dec 1/11	June 1/12	Dec 1/12
<u>FAB AND ASSEMBLY</u>				
ASSEMBLY FITTER I	30.25	30.55	30.86	31.48
ASSEMBLY FITTER II	29.46	29.75	30.05	30.65
FITTER I	30.25	30.55	30.86	31.48
FITTER II	29.46	29.75	30.05	30.65
BRAKE PRESS & ROLL OPERATOR I	29.46	29.75	30.05	30.65
BRAKE PRESS & ROLL OPERATOR II	27.42	27.69	27.97	28.53
WELDER I	29.44	29.73	30.03	30.63
WELDER II	27.42	27.69	27.97	28.53
BURNER	25.38	25.63	25.89	26.41
BURNER MULTI-TORCH	28.49	28.77	29.06	29.64
PAINTER	27.20	27.47	27.75	28.30
SANDBLASTER	26.80	27.07	27.34	27.89
SHEAR OPERATOR	27.42	27.69	27.97	28.53
STOCK ROOM	23.27	23.50	23.74	24.21
<u>SHEET METAL</u>				
METAL FABRICATOR	30.25	30.55	30.86	31.48
SHEET METAL FABRICATOR	28.09	28.37	28.65	29.23
PRODUCTION WELDER (Micro Wire/Flat)	23.45	23.68	23.92	24.40
MACHINE OPERATOR	23.45	23.68	23.92	24.40
ELECTRONIC ASSEMBLER I	23.18	23.41	23.65	24.12
ELECTRONIC ASSEMBLER II	21.60	21.82	22.03	22.47
ELECTRONIC ASSEMBLER III	18.09	18.27	18.45	18.82
LIGHT ASSEMBLY	18.74	18.93	19.12	19.50
MATERIAL HANDLER	18.74	18.93	19.12	19.50

LEAD HANDS

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

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

CHARGE HANDS

Charge hand is an employee assigned to instruct others in performance of their work and is held responsible for the quality and quantity of the work.

To be paid at six percent (6%) per hour above highest job classification which he supervises.

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Cont'd)

WORKING FOREMAN

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

(a) Will administrate, instruct and direct employees in the quantity, quality and performance of their work.

(b) May co-ordinate and schedule the manner and method of the work to be performed.

(c) Will participate in the assessment and evaluation of employees within the area of work he is involved in.

To be paid at ten and one-half percent (10 1/2%) per hour above highest job classification which he supervises.

IMPROVERS

To be paid ten percent (10%) per hour below the classification rate for the first twelve (12) months of improvership and six percent (6%) per hour below the classification rate for the second twelve (12) months of improvership. It is understood that an employee's rate of pay shall not be reduced as a result of accepting an improver's assignment.

"The above clause is applicable to number II trades classifications only".

All other improver classification rates shall be six percent (6%) per hour below the classification rate for the first six (6) months of improvership.

Welder Training Classification

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

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

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

- 1st 1,000 hours – 70%
- 2nd 1,000 hours – 80%
- 3rd 1,000 hours – 90%

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

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Cont'd)

FIRST AID ATTENDANT

Designated Attendant to be paid one (\$1.00) dollar above own classification rate.

The Company will pay the fee when a designated First Aid Attendant is retested for their certificate.

8.02 When the stress relief furnace is in operation and there has been an attendant designated they shall receive forty (40) cents per hour premium while so attending.

8.03 The Company may, at any time, temporarily assign any employee, or employees, to any class of work other than that on which he or they are normally employed, provided, however, that any employee so temporarily assigned shall be paid his regular wage rate for the time engaged in such work; and provided further, that any employee temporarily assigned to a class of work which the minimum wage rate herein specified is lower than his regular wage rate shall, while engaged in such work, be paid his regular wage rate. Temporary assignment shall be for a period of not more than six (6) working days, not necessarily consecutive, and a temporary assignment shall only occur once every six months.

8.04 Any welding performed in confined spaces, (the definition of "confined spaces" - a vessel with only one opening) except when adequate ventilation system is provided, shall be paid an additional 25% per hour above his classification rate while performing the said welding. Should any question arise as to the application of this section such conditions shall be determined by the Shop Steward and Foreman before such jobs continue.

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

8.06 Apprentices covered by this agreement shall be given every opportunity to learn all phases of the trade. A progress report every semester shall be forwarded to the union and a copy given to the shop stewards.

Apprentices will have special seniority treatment over other employees so that the apprentices may be retained out of line of seniority during a lay off for the duration of their apprenticeship of four years only from the date of being indentured.

This provision will not be used to produce a ratio that exceeds one (1) apprentice to four (4) journeymen. If it becomes necessary to reduce the number of apprentices, it shall be based on both the management's and the union's evaluation according to the apprentices training progress, their potential and their suitability to the trade.

ARTICLE 8 – RATES OF PAY AND WORK ASSIGNMENTS (Cont'd)

A four (4) year training program with rates of pay based on the journeyman rates of pay.

Regular incremental increases will be granted on successful completion of in school and workplace training requirements for registered apprentices.

Six (6) month period

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
60%	65%	70%	75%	80%	85%	90%	95%

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

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

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

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

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

ARTICLE 9 - PAY DAYS

9.01 Employees shall be paid by cheque or bank deposit on a regularly designated pay day once every two weeks. When an employee is laid off or discharged, he shall be paid all wages due to him immediately, if possible, but not later than two (2) working days after termination. Employees who voluntarily quit shall be paid all wages due them immediately, if possible, but not later than five (5) working days after termination.

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

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

ARTICLE 10 - REPORTING PAY

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

ARTICLE 10 – REPORTING PAY (Cont'd)

Employees will standby for such hour if requested. Employees who are laid off under this exception and who are recalled on the same day shall be paid for the entire shift.

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

10.03 Any employee injured while working for the Company at the Company plant who is sent to a doctor by the Company's First Aid Attendant - with the knowledge of the supervisor, if possible - and returns to work during the regular working hours the same day, shall be paid by the Company at the applicable wage rate for such time thereby lost on such day by such employee; and if he shall on any subsequent day on which he performs work for the Company be requested by the doctor to take further treatment for such injury during his regular 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 the doctor to refrain from performing further work on the day such employee is injured such employee shall receive the applicable hourly rate for the full shift. This clause shall not apply where the lost time is being paid by the Workers' Compensation Board.

ARTICLE 11 - VACATIONS

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

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

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

11.03 Vacations shall not be cumulative, but must be granted and taken in the calendar year in which they are due. Vacations shall be granted between June 1st and October 1st at the time most desired by the employee in question, with due regard for seniority, provided however, the final allocation of vacation periods between June 1st and October 1st shall rest exclusively with the Company in order to ensure continuity of plant operations. The Company shall give each employee at least sixty (60) days' advance notice of the vacation period allotted to him, otherwise the employees shall take their vacation in accordance with their original request. It is further provided that employees may, with the permission of the Company, take their vacation during some other period in the current calendar year and, provided further, that employees entitled to two (2) and three (3) weeks' vacation may, with the permission of the Company, take their vacation in non-consecutive weeks.

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

ARTICLE 12 - INSURANCE, MEDICAL AND DENTAL

12.01 INSURANCE COVERAGE

Life Insurance and Accidental Death and Dismemberment	\$50,000
Weekly Indemnity	\$600.00 Max (1-4-26)
Waiting Period	Three (3) months for new employees
Premium Division	Employer 100%

12.02 MEDICAL COVERAGE

Medical Services Plan Of British Columbia Extended Health Benefits	
Waiting Period	Coverage will commence the first of the month following the month of employment
Premium Division	Employer 100%

12.03 DENTAL COVERAGE: Cap with a maximum of \$2,000 per month per year.

Basic Dental Coverage	100%
Prosthetics, Crowns, Bridges etc.	50%
Waiting period	Three (3) months for new employees.
Premium Division	Employer 100%

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

12.05 If a covered employee is off work due to a time loss injury caused through work at Ebco and is accepted by the W.C.B., the Company will pay the premiums for the employee's Medical, Extended Health Benefits, Insurance and Dental Plans for the duration of the employee's absence up to a maximum of one (1) year.

12.06 Effective July 1st 1980, if a covered employee is absent from work due to a confirmed illness or injury which is not work related, the Company will pay the premiums for the employee's Medical, Extended Health Benefits, Insurance and Dental Plans for such time as he is eligible for Weekly Indemnity Benefits up to a maximum of twenty-six (26) weeks.

ARTICLE 12(A)

CANADIAN NATIONAL SHOPMEN PENSION FUND

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

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

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

(D) Commencing on the 1st day of JUNE, 2010, and continuing until midnight May 31, 2012, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided it, will pay said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One dollar and seventy cents" (\$1.70) per hour.

Commencing on the 1st day of JUNE, 2012, and for the duration of this collective bargaining agreement, including any renewals extensions thereof, the "Company" agrees that for each hour of pay paid to each employee to whom this agreement is applicable, for any reason provided it, will pay said CANADIAN NATIONAL SHOPMEN PENSION FUND the sum of "One dollar and eighty cents" (\$1.80) per hour.

(E) Payments by the "Company" to said "Pension Fund", as provided for in the preceding Subsection, shall be transmitted by the "Company" to the Trustees of said "Pension Fund" no later than the 15th day of each month for the preceding month. Failure of the "Company" to make such monthly payments by the above stated date shall constitute a breach of this Agreement and 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 or by any other agreement. The "Company" and the "Union" hereby certify that they have not entered into, any other agreements that would purport to modify the terms of, or obligations imposed upon, either of the by this Section.

ARTICLE 13 - ERECTION AND FIELD FABRICATION

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

ARTICLE 14 - SENIORITY

14.01 New employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this Section, shall be regarded as probationary employees until they have completed an aggregate total of forty-five (45) regular working days (excluding overtime) within the period of six (6) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. During the aforementioned probationary period, employees may be discharged or may be laid off without reference to length of service; and, in either event, the Company shall be under no obligation to re-employ such person. Upon completion of the aforementioned probationary period, employees shall have a plant seniority status in accordance with their length of continuous service from the date of hiring. In the event of a reduction of the workforce, the Company and the Union shall meet to determine the most appropriate means of reducing the work force in accordance with Article 14.02. Lay-offs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the employee, shall not constitute interruption of continuous service, as the term "continuous service" is used in this Section, and the employee's seniority status shall not be affected by such interruptions; provided, however, the continuous service of an employee and his seniority status it is based upon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise:

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

(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 address, and the Company shall notify such employees in writing by registered letter addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report to work, which shall not be more than ten (10) 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 for 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 year unless failure to perform work was due to compensable accident or unless for confirmed illness.

When a permanent vacancy occurs it shall be posted on all plant bulletin boards for a period of five (5) working days. Application for job posting must be submitted in writing to the Human Resources Department on the forms provided. Selection of the successful applicant(s) will be made in accordance with Article 14.02.

14.02 In the case of promotions (except to supervisory position 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, qualifications, skill ability and efficiency to perform the work in question competently.

14.03 In the event of lay-offs, promotions and demotions, the employee and the Chief Shop Steward shall be notified at least two (2) work-days prior. This clause shall not apply to lay-offs of less than six (6) working days duration. In either case the Shop Steward shall be notified prior to the lay-off.

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

1. Employee's name and clock number.
2. Employee's starting date.
3. Employee's regular classification and regular rate of pay.

14.05 The Company shall, every two (2) weeks, furnish the Union and the Steward a list of the names of its employees who, during the preceding week, left the employ of the Company and the reason therefore and the names of all employees hired or returned to work during the preceding two (2) weeks. This list shall show the name, classification, regular rate of pay and badge or clock number of each employee.

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

14.07 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 provision of this Section and may be given preference of such work as they are capable of performing.

ARTICLE 15- LEAVE OF ABSENCE

15.01 Leaves of absence, without pay, shall be granted by the Company to any employee for compassionate reasons, without prejudice to the employee's seniority or other rights. Leaves of absence, without pay, may be granted at the discretion of the Company to any employee for non-compassionate reasons, without prejudice to the employee's seniority or other rights. Application for non-compassionate leave of absence must be made in writing two (2) months in advance to a representative of the Company designated by it for such purpose and be approved in writing by such Company representative and a copy thereof given to the Chief Shop Steward for the Union. Generally, such leaves of absence will be for a period of not more than forty-five (45) calendar days, but may be extended for reasonable cause by mutual agreement between the

Company and the Union. Any employee elected or appointed as a Union Officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave without pay for a period of a single term of office, or three (3) years, whichever is the lesser, subject to renewal at the end of such period at the option of the Company. Employees granted "leaves of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with his accumulated seniority available in accordance with such employee's seniority status. Any employee, who, while on leave of absence, obtains employment with another employer, without having obtained prior permission to do so from the Company and the Union, shall be subject to discharge.

BEREAVEMENT PAY

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

JURY DUTY

15.03 Any employee who, by order of any Court, is required to serve as juror shall for each such regular working day, be paid by the Company the difference between the amount the employee receives for service as a juror and the amount that would have been paid to such employee by the Company at such employee's straight time hourly rate, it being understood that if such employee is not accepted as a juror and is released by the Court from such service, he shall report to work for the Company as soon as possible if such release occurs during the hours of such employee's shift. Within twenty-four (24) hours after receipt of subpoena or summons, same shall be submitted by the employee to his or her immediate supervisor which shall constitute proper notice that such employee will be absent from work on the day or days specified in such subpoena or summons.

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

Any employee in receipt of a subpoena or summons shall be placed on permanent day shift from the date of first appearance until completion of their service as juror or until released by the Court.

ARTICLE 16- GRIEVANCE PROCEDURE

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

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

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

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

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

STEP 2 Should the employee be dissatisfied with the Department Supervisor's disposition of such complaint, the grievance may be referred to the Department Manager. At this Step the grievance shall be reduced to writing giving all particulars including the applicable Section of the Agreement if interpretation or alleged violation of the Agreement is involved. The Department Manager will answer the grievance in writing within five (5) working days, or at a time mutually agreed upon. (Where the employee's Supervisor does not report to a General Foreman, then the employee's Supervisor will handle Step 2).

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

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

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

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

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

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

ARTICLE 17- ARBITRATION

17.01 Any difference or disputes between the Company and the Union, or between the Company and an employee or employees, relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the Grievance Procedure as set forth in the preceding Article of this Agreement shall upon the written request of either party, which request must be made within fifteen calendar days after the dispute in question has been processed pursuant to Step 3 of Subsection 16.04 of the preceding Article of this Agreement, be submitted to a Board of Arbitration which shall be composed in the following manner: one member of the Board of Arbitration shall be selected by the Company and one member selected by the Union within seven (7) working days after receipt of such written request. The two Board Members so selected shall endeavor to agree upon a third member of the Board of Arbitration, and in the event such third member is not mutually agreed upon within two weeks, such third member shall be selected by the Minister of Labour (B.C.) as provided for in the Labour Relations Code and such third member shall be Chairman of the Board of Arbitration. The Board of Arbitration shall hear and determine the difference or allegation and shall issue a majority decision in writing, such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do or refrain from doing anything required of them by the decision of the Board of Arbitration. The expense of the Board Member selected by the Company shall be paid by the Company; the expense of the Board Member selected by the Union shall be paid by the Union and the expense of the Chairman shall be borne equally by the Company and the Union.

17.02 The foregoing provisions for arbitration are not intended, and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this Agreement, nor shall the Board of Arbitration have any authority to alter or change any of the provisions of this Agreement, or substitute any new provisions in lieu thereof, or make any decision inconsistent with the terms and provisions of this Agreement. It is expressly understood and agreed that the foregoing provisions for arbitration shall not apply to any dispute as to terms or provisions to be incorporated in any proposed new agreement between the parties. Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinabove provided for shall be submitted to the Board of Arbitration who made the award, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing, the substance thereof, and such interpretation or construction shall be binding upon all parties.

ARTICLE 18 - STRIKES AND LOCKOUTS

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

ARTICLE 19 - PLANT VISITATION

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

ARTICLE 20 - BULLETIN BOARDS

20.01 Bulletin boards shall be made available in each department of the shop or shops by Company for the exclusive use of the Union for the posting of Union notices relating to meetings, appointment of committees, election of officers, seniority schedules, dues, entertainment, health and safety, provided, however, that all such notices must be approved by the Director, Human Resources or his delegate.

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

ARTICLE 21 - SAFETY AND HEALTH

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

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

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

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

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

- 1.** Safety glasses, goggles, shields and ear protection.
- 2.** Replacement of welding and burning lenses.
- 3.** Welding helmets damaged on the job will be replaced at Company expense.
- 4.** Safety hats complete with suspension.
- 5.** Employees assigned to perform work in outside departments will be supplied with rain gear.
- 6.** On a first time only basis, any employee requiring prescription safety glasses should submit his paid receipt, approved by his supervisor, to the Payroll Department. The receipt must state that the safety frames and safety lenses comply with the standards for industrial eye protection set by the Workers' Compensation Board. The Company will reimburse the employee a maximum of one hundred and five (\$105.00) dollars.

Each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of replacement lenses damaged during work up to a maximum of one hundred and five (\$105.00) dollars. Prescription lenses shall be replaced only on doctor's notification that lenses have been damaged due to work performed. Lenses will not be replaced by the Company due to vision change. This reimbursement is limited to once per year per employee.

7. Safety boot allowance, where required or worn by the employee, of one hundred and ten (\$110.00) dollars per calendar year. Allowance shall be paid upon submission of invoice to Department Supervisor for designated employees.

8. The Company will provide coverall service to all employees, excluding probationary employees. Employees are expected to take reasonable care of such clothing.

9. Any burner or welder who has completed the probationary period as set forth in Article 16 of this Agreement, shall be provided with suitable leather gloves, not to exceed four (4) pair per year per person on an equal time basis. Other gloves will be provided at cost to all employees.

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

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

21.08 Non-ticketed employees requesting a welding test will be provided with a coupon by the Company and test on their own time and pay for cost of testing. Welding tests and retests for expired tickets, where required by the Company, will be paid for by the Company and done on Company time. Employees required to retest because of test failure shall retest on their own time and cost.

At lay off, any employee classified as a welder whose ticket has expired during employment with the Company shall be provided with the facilities to retest on his own time, and if successful, the Company will pay for the test.

TOOL REPLACEMENT

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

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

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

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

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

ARTICLE 23 - SEVERANCE PAY

23.01 When the employment of an employee is terminated by the Company due to permanent plant closure for reasons other than those set out in 23.02 below, the Company, in addition to accrued vacation pay, shall pay an employee the following:

1 week's pay for every 2 years' service over 3 years up to a maximum of 10 week's pay.

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

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

ARTICLE 24 - SAVING CLAUSE

24.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statute to comply with any 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 25 - INTERIM AMENDMENT

25.01 This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Article 25; and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment. The giving of such written "Request for Interim Amendment" shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Article 25, such disagreement shall not be reviewable under the Grievance Procedure set forth in Article 16, nor arbitrable under the arbitration provisions and procedure set forth in Article 17 of this Agreement.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of May 31, 2013 and unless written notice be 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 in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either Party to the other at any time within the four months immediately preceding the expiration of such contract year.

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

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

RATIFICATION AND ACCEPTANCE

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

Dated: This _____ day of _____ 2010.

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

EBCO INDUSTRIES LTD.

President – Tom O'Donnell

President and CEO

Recording Secretary – Eric Bohne

Vice President
& General Manager

(A)

Letter of Understanding

Between

EBCO INDUSTRIES LTD. AND

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

Re: Machine Centre Bonus
Rates Effective June 1, 2007

It is hereby agreed that the current Machine Premiums added to the respective operator's classification rate will remain in effect for the term of this Collective Agreement.

<u>Work Centre #</u>	<u>Work Centre</u>	<u>Rate</u>
1202	Safrop Italian Lathe	\$.50/hr.
1208	Meusser 30' Lathe	\$.50/hr
1216	Union Horizontal (floor type) Hoffmann	\$1.00/hr
1219	Union Horizontal	\$1.00/hr.
1220	Ooya	\$.75/hr.
1223	Nomura Horizontal Mill	\$1.00/hr.
1224	Rafamet VBM	\$1.00/hr.
1225	Scharmman	\$1.50/hr.
1229	Niles	\$1.50/hr
1230	Toshiba VBM	\$1.00/hr
1233 & 1234	Daesoo	\$1.00/hr
1238	Niles (Planer Option)	\$1.50/hr
1240	Richards Planer	\$1.00/hr
1242	3 Spindle Cincinnati	\$1.00/hr
1265	CKD Blansko VBM	\$1.50/hr
1370	Stress Relieve Furnace (Article 8.02)	\$0.40/hr

Dated this _____ day of _____ 2010.

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

EBCO INDUSTRIES LTD.

President – Tom O'Donnell

President and CEO

Recording Secretary – Eric Bohne

Vice President &
General Manager

(B)
LETTER OF UNDERSTANDING

BETWEEN

EBCO INDUSTRIES LTD.
And
SHOPMEN'S LOCAL UNION #712 OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS

The qualifying criteria established for Welder I and Fabricator/Fitter I will remain in effect.

To obtain and maintain Fitter I status, the employee must qualify under each of the 5 elements as follows:

- (1) A Fitter I must hold a journeyman certificate in fabrication and a welding ticket for SMAW.
- (2) A Fitter I must show capability to consistently produce high quality with only minimal defects in accuracy.
- (3) A Fitter I must show capability to consistently achieve a high level of productivity.
- (4) A Fitter I must show full working knowledge of drawings.
- (5) A Fitter I must show the capability to consistently work with a normal (not excessive) amount of supervision.

To obtain and maintain Welder I status, the employee must qualify under each of the 4 elements as follows:

- (1) A Welder I must hold an all position ticket (F.H.V.) in at least three of the following processes, the first two of which are mandatory. SMAW (Mandatory), FCAW (Mandatory), or GMAW (Optional), SAW (Optional), PAW (Optional), GTAW (Optional).
- (2) A Welder I must show capability to consistently produce work of high quality with only minimal or occasional defects in terms of visuals, weld sizes and test results assessments.
- (3) A Welder I must show capability to consistently achieve a high level of productivity.
- (4) A Welder I must show capability to consistently work with a normal (not excessive) amount of supervision.

Dated: This _____ day of _____ 2010.

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

EBCO INDUSTRIES LTD.

President – Tom O'Donnell

President and CEO

Recording Secretary – Eric Bohne

Vice President &
General Manager

(C)
LETTER OF UNDERSTANDING

BETWEEN

EBCO INDUSTRIES LTD.

AND

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

Re: Banking of Overtime

It is hereby agreed that EbcO Industries Ltd. will review the implementation of a "Banked Overtime" program with the intent of implementing said program in the early part of 2002 as long as Administrative issues concerning such a program can be satisfactorily addressed. This "Banked Overtime" program if when implemented shall be in effect for a trial period of one year.

The following guidelines will form only the basis of the program, and as such maybe modified at anytime through consultation of the parties.

- (1) Banked overtime premium will be accrued at the rate earned at the time of banking & be paid out accordingly.
- (2) Tracking system in place
- (3) Employees elect to participate for a period of not less than 6 months
- (4) Banked time is voluntary
- (5) 40 hours maximum, if employee uses part or all of their banked time, they will be permitted to bring back up to 40 hours.
- (6) Hours banked will be shown on pay stubs.
- (7) Bank time can be used by giving two weeks' notice or by mutual agreement.
- (8) Banked time can only be used in slack times.
- (9) All banked time is paid out when on layoff.
- (10) Only premium part of overtime is to be banked.
- (11) Any banked time not used by December 31st will be paid out.

Dated this _____ day of _____, 2010.

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

EBCO INDUSTRIES LTD.

President – Tom O'Donnell

President and CEO

Recording Secretary – Eric Bohne

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