

COLLECTIVE AGREEMENT

BETWEEN

MILLTRON ELECTRIC INC.

AND

STEELWORKERS, LOCAL 1-2017



July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2024



# COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2023.

BETWEEN:

MILLTRON ELECTRIC INC.LTD.

(Hereinafter known as the "Company")

OF THE FIRST PART

AND:

STEELWORKERS, LOCAL 1-2017

Affiliated with C.L.C.

(Hereinafter known as the "Union")

OF THE SECOND PART

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of the operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement, it shall be deemed to include the equivalent feminine reference.

## ARTICLE I - Bargaining Agency

### **Section I: Recognition**

- a) The Company agrees to recognize and bargain with the duly elected bargaining representative on behalf of its Employees properly and duly certified under the appropriate regulations in effect from time to time.

- b) The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this new collective agreement. The Party of the First Part agrees that the only certification they will recognize during the term of this new agreement is that of the Party of the Second Part unless ordered by due process of law to recognize some other bargaining authority.
- c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.
- d) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XXIII, Section 1, and in the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration as set forth in Article XXIII, Section 3.

## **Section 2: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

## **Section 3: Access to Operation**

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written permission, which will be granted by the Company on request and subject to such reasonable terms, and conditions as may be laid down by the Company.

## **ARTICLE II - Definition**

- a) The term "Employee" as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the USW Local 1-2017 have been certified as bargaining agents, including the Company's Head office in Prince George and the Satellite Shops except and excluding any employees having the authority to hire, fire, office workers, supervisory officials and salesmen.
- b) The term "Satellite Shops" as used and for the purpose of this agreement; Any auxiliary office or shop located outside the Company's head office in Prince George which acts as an extension of it's head office.

## ARTICLE III - Employer's Rights

### **Section 1: Management and Direction**

The management of the operation and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

### **Section 2: Hiring and Discipline**

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

## ARTICLE IV - Union Security

### **Section 1: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members the Employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

### **Section 2: Union Shop**

All employees currently covered under this Collective Agreement and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

### **Section 3: Maintenance of Membership**

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

#### **Section 4: Discharge of Non-members**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his membership.

#### **Section 5: Union Membership**

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Steelworker International Constitution, as revised 1987, and in accordance with the By-Laws of the Local Union, which the Local Union has certified as being correct as of April, 1988.
- b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

#### **Section 6: Check-off**

The Company shall require all new and returning employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the Employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the Employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

#### **Section 7: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

## ARTICLE V - Shop Committee

### **Section 1: Definition**

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.

Shop Steward: He shall be a journeyman and a member of the union. He shall be elected or appointed by the Local Union, employer at any work site that has ten (10) or more union employees. Any questions and concerns brought forth by any members on the worksite will be directed to the shop steward. The shop steward will be paid for a reasonable amount of time that it would take to perform the duties of shop steward.

### **Section 2: Composition**

The Shop Committee shall consist of up to 4 employees with completed probationary period of employment with the Company, who are members of the Union.

### **Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee.

No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

### **Section 4: Exceptions**

The provisions of Sections 1, 2 and 3 will not apply in reference to:

- a) Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act,

## ARTICLE VI - Hours of Work

### **Section I: Hours and Overtime**

- a) The regular hours of work in all the operations shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week except as provided in (b) below. Employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week, except as provided in (b) below.

- b) Double straight time rates shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day. No eleven (11) hour shifts will be scheduled.
- ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
- iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked.
- iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.

## **Section 2: Alternate Shift Scheduling**

- a) Management and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules, which may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.
- b) When alternative schedules have been implemented in accordance with a) above, the following overtime provisions will apply:

Rate and one-half shall be paid for the following:

- i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
- ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
- iii) All hours worked on an employee's scheduled rest day unless a change in rest day has been agreed upon with the Employee and the Company.

Double straight-time rates shall be paid for the following:

- i) All hours worked in excess of A(i) above.
  - ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the Employee and the Company.
  - iii) All shifts worked on the employee's scheduled rest day, without three (3) day's notice from the employer.
  - iv) For all Customer Emergency Callouts, all travel to and from site, and wages to be paid at double time rates.
- c) Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.



### **Section 3: Saturday and Sunday Work**

- a) Those employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the Employee and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday.

It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of these employees if worked, unless a change in rest days has been agreed upon between the Employee and the Company.

### **Section 4: Tuesday to Saturday**

It is agreed that maintenance, repair and construction employees can be employed on a Tuesday to Saturday work week for which they will be paid for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half. It is further agreed that the rest day, Monday, may be changed by mutual consent between the Employee and the Company. In such event, work performed on Monday will be paid for at straight time. If the employee works on Monday at the request of the Company, the rate of pay will be rate and one-half. However, if the employee requests a temporary change from his rest day on Monday, work performed on Monday will be paid for at straight time.

### **Section 5: Three-Shift Operations**

- a) The Company shall have the right to operate the plant or any part thereof on a three (3) shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- b) It is agreed that Clause a) above shall only apply to those employees actually working on a three (3) shift basis.
- c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- d) Where less than three (3) shifts are worked, Clause a) above shall not apply.

### **Section 6: Call-Outs**

- a) An employee called outside his regular working hours shall be paid at the prevailing rate, from the time of the callout until returning home, but in any case a minimum of two (2) hours including travelling time.
- b) For incidental overtime hours on Saturday, Sunday and statutory holidays that are scheduled prior to Friday noon, employees shall be paid time worked on site plus travel time, if applicable.

## **Section 7: Unscheduled Overtime**

- a) Where an employee is required to work two (2) hours beyond their regular scheduled shift, a second meal break of one-half (1/2) hours will be provided at the end of the regular shift; to be paid at straight time rates. The Employer will provide a hot meal at the second break at no cost to the employee. There shall be a coffee break two (2) hours after each meal period or commencement of overtime work. If a second meal break is provided, it shall replace the first coffee break on overtime hours. In lieu of the meal, employees can opt to take twenty-five (\$25.00) for the meal and one half (1/2) hour at straight time to be paid out.
- b) **Coffee Time**

On a regular shift, two (2) rest breaks not to exceed ten (10) minutes' absence from work will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is required for a period of ten (10) hours, a third rest break will be taken at the end of eight (8) hours. On camp jobs the Employer will cooperate with the employees as to the method of making refreshments available.

- c) Projects with an established twelve (12) hour shift, the breaks will be 15 minutes long every two and a half (2 ½) hours. The lunch break will be unpaid. Workers shall be on site for twelve and a half (12 1/2) hours

## **Section 8: Shift Premium**

- a) Employees working night shift shall receive two dollars and fifty cents (\$2.50) per hour as a shift premium.
- b) Underground work to be paid a ten (10%) premium.

## **Section 9: Shift Patterns**

- a) Employees shift patterns are as follows:
  - i) Five (5) days on and two (2) days off
  - ii) Ten (10) days on and four (4) days off
  - iii) Fourteen (14) days on and seven (7) days off
  - iv) Fifteen (15) days on and six (6) days off
  - v) Twenty (20) days on and eight (8) days off
  - vi) Four (4) days on and three (3) days off
- b) All employees scheduled twenty (20) days on and eight (8) days off must be consulted and mutually agree as a crew to work the given schedule.

## ARTICLE VII - Severance Pay for Permanent Shop Closure

The Employer agrees that an employee affected by a permanent closure will be given sixty (60) days notice of closure.

## ARTICLE VIII - Severance Pay

Severance will be paid at seven (7) days per year of service, after five (5) years of service.

## ARTICLE IX - Wages

- a) July 1<sup>st</sup>, 2022 – \$45.00 Journeyman rate  
July 1<sup>st</sup>, 2023 – 2% Journeyman rate increase

Effective June 14<sup>th</sup>, 2022.

- b) Journeyman Instrumentation Mechanic – rate to follow “B” Foreman Electrical rate.
- c) “B” Foreman rate to increase to 110% of Journeyman’s rate.  
“A” Foreman rate to increase to 115% of Journeyman’s rate.  
“G” Foreman rate to increase to 120% of Journeyman’s rate.

### **Section 1: Rates**

	July 1, 2022	July 1, 2023
Journeyman	\$45.00	\$45.90
“B” Foreman (110% of Journeyman’s rate)	\$49.50	\$50.49
“A” Foreman (115% of Journeyman’s rate)	\$51.75	\$52.79
General Foreman (120% of Journeyman’s rate)	\$54.00	\$55.08
Serviceman (110% of Journeyman’s rate)	\$49.50	\$50.49
Journeyman Instrumentation Technician (“B” Foreman Electrical Rate)	\$49.50	\$50.49
Apprentice 1 <sup>st</sup> Year, 1 <sup>st</sup> Term (60% of Journeyman Wage)	\$27.00	\$27.54
Apprentice 1 <sup>st</sup> Year, 2nd Term (60% of Journeyman Wage)	\$27.00	\$27.54
Apprentice 2 <sup>nd</sup> Year, 1 <sup>st</sup> Term (65% of Journeyman Wage)	\$29.25	\$29.84

Apprentice 2 <sup>nd</sup> Year, 2 <sup>nd</sup> Term (70% of Journeyman Wage)	\$31.50	\$32.13
Apprentice 3 <sup>rd</sup> Year, 1 <sup>st</sup> Term (75% Journeyman Wage)	\$33.75	\$34.43
Apprentice 3 <sup>rd</sup> Year, 2 <sup>nd</sup> Term (80% Journeyman Wage)	\$36.00	\$36.72
Apprentice 4 <sup>th</sup> Year, 1 <sup>st</sup> Term (85% Journeyman Wage)	\$38.25	\$39.02
Apprentice 4 <sup>th</sup> Year, 2 <sup>nd</sup> Term (90% Journeyman Wage)	\$40.50	\$41.31

## Section 2: Tools

### a) Insurance

- i) The Company shall, upon the signing of this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its employees which are required to be used in the performance of their work.
- ii) The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its employees which are required to be used in the performance of their work, for loss by theft where tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of fifty dollars (\$50.00) in respect of each employee's claim.

### b) Damaged or Broken Tools

The Company will repair or replace tools damaged or broken in the performance of regular duties. Broken tools need to be handed in for reimbursement.

- c) It is the responsibility of the worker to report to work with the basic hand tools to perform the work. (See attached list)
- d) Milton will provide site power tools as required.

### Minimum Tool List

- 1 Cable Skinning Utility Knife
- 2 Side Cutting Pliers
- 3 Diagonal Cutting Pliers
- 4 Needle Nose Pliers
- 5 Insulated Lug Crimpers
- 6 Tin Strips
- 7 Pencils
- 8 Square
- 9 Channel Locks
- 10 Key Hole Saw
- 11 Wire Strippers #22-8
- 12 25 Foot Tape
- 13 Screwdrivers (Flat, Phillips and Robertson Set)
- 14 Adjustable Spanner 10 inch min
- 15 Allen Wrench Sets 3/16" - 5/8"
- 16 Electricians Hammer
- 17 8 inch Level
- 18 Hack Saw
- 19 Nut Driver set 1/4" - 9/16"

### **Section 3: First Aid Attendant Training**

The Company will pay the cost of training and retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Person. Company will continue their practice of in house training where possible. Company will cover the cost of courses such as: H2S, Zoom Boom, Fall Arrest, Hilti, Areal Lift, etc. Wages will not be paid for time spent attending such courses.

### ARTICLE X - Pay Days

The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions.

### ARTICLE XI - Statutory Holidays and Floating Holidays

- a) Statutory Holidays shall be: "New Years Day, Family Day, Good Friday, Victoria Day, Dominion Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day". and any other day declared as such by the Provincial Government.

Statutory Holidays as stated above which are worked shall be paid for at time and one half (1½) in addition to the regular Statutory Holiday pay.

- b) If a Statutory Holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed.

## ARTICLE XII - Annual Holidays

### **Section 1: Holiday Pay**

- a) The Employer shall pay the annual holidays in the following manner:
  - i) On each paycheck,
  - ii) Employees' going on their annual holidays shall be paid their holiday pay with their last normal pay before the holiday,
  - iii) Upon termination.
- b) Vacation Pay will increase to six (6%). After two (2) years of service, Vacation Pay will increase zero point five (0.5) percent for each year of service to a maximum of fifteen (15) percent.

### **Section 2: Employment Standards Act**

Part 4 Annual Vacation of the Employment Standards Act, S.B.C., 1980, c. 10, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

## ARTICLE XIII - Call Time

### **Section 1: Where No Work**

Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.

### **Section 2: Where Work Commences**

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours work, the employee shall receive four (4) hours pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

**Section 1: Insurance Coverage**

The following coverage will be instituted on an industry wide basis with a common carrier:

- a) Group Life Insurance for each qualified employee is up to one hundred thousand dollars (\$100,000)
- b) Accidental Death and Dismemberment Insurance for each qualified employee is up to one hundred thousand dollars (\$100,000)
- c) Short-Term Disability is seventy-five percent (75%) of your weekly earnings, to a maximum benefit equal to the Employment Insurance Maximum benefit amount.

A Joint Committee will be established with appropriate terms of reference to study the possible abuses of the Weekly Indemnity Program and to make recommendations to the Trustees of the Health and Welfare Program with a view to eliminating any abuses of the Program.

The parties agree to seek out a common Insurance Carrier that will provide the current over all benefit level or better with no cost to employees. Any changes to the current Health and Welfare language will be include as a Supplement in the back part of the Collective Agreement.

**Section 2: Medical Coverage**

- a) The Company agrees to provide Extended Health Care to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- b) Total cost of providing medical coverage, including Extended Health Benefit coverage, shall be borne by the Company.
- c) Commencement of coverage:
  - New Hires:  
In order for new hires to qualify for Extended Health Benefits, they must work three (3) accrued months and for employees on the seniority list two (2) accrued months.
  - Recalled Employees:  
For employees on the seniority list, with two (2) accrued months with the Company, will have their health and welfare coverage.
- d) Layoff coverage - coverage for health and welfare benefits during a period of layoff will be as follows:
  - There will be no layoff coverage for an employee with less than eighteen (18) months seniority
  - Layoff coverage for employees with more than eighteen (18) months, but less than four (4) years seniority will be covered for three (3) months duration.

- Health and Welfare Benefits will continue to a maximum of twelve (12) months, for employees with four (4) years seniority.

In order for layoff coverage reinstatement to occur, there must be a return to regular full time employment. An employee returns to regular full time employment when he/she is employed for sixty (60) working days within a floating period of one hundred twenty (120) consecutive days.

- e) Participation in the Plan is to be a condition of employment.
- f) Coverage to be extended to dependents of regular employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- g) The Medical Travel Allowance will be incorporated under the Extended Health and Benefits Plan.

Milton Electric Inc. has opted out of the Northern Interior Forestry Industry Benefit Plan. They will secure benefits with another insurance carrier equal to the benefits carried under the NIFIB Plan. The Company will cover any future increases to insurance costs.

### **Section 3: Medical Travel Allowance**

The parties agree to extend the existing Extended Health Benefits Plan to incorporate a medical travel allowance for necessary medical travel from remote areas when members or their dependants are referred by their attending physician to medical specialists in B.C. and such referrals require travel from the patient's community of employment.

### **Section 4: Extended Health Plan**

- a) The Vision Care limit for prescription glasses will be two hundred and fifty dollars (\$250.00) in any twenty-four (24) month consecutive period per member or dependent.
- b) The Physiotherapist/Athletic Therapist, Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath/Dietician, Speech Therapist/Audiologist, Psychologist/Social Worker, and Acupuncturist limit will be seven hundred and fifty dollars (\$750.00) per member or dependent per calendar year.
- c) The Orthopedic Shoes limit will be one hundred and fifty dollars (\$150.00) for a stock-item Orthopaedic Shoe and four hundred dollars (\$400.00) per three (3) calendar years for Custom Made Foot Appliances.
- d) The Hearing Aid limit will be five hundred dollars (\$500.00) per five (5) calendar years.
- e) The Medical Travel Allowance will be incorporated under the Extended Health and Benefits Plan.



## **Section 5: General Principles**

- a) Premium cost for insurance shall be paid by the Company.
- b) Participation in the Plan is to be a condition of employment.
- c) Employees on extended leave of absence under Article XVI - Leave of Absence, Section 4: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.
- d) The Company will supply a booklet outlining the full benefit package.
- e) The Company will pay five cents (\$0.05) cents per hour per member into the Steelworkers, Local 1-2017 Education Fund.
  - i) The Education Fund is used for training the Union Members on the Plant Committee, Safety Committee, and Job Stewards.

## **Section 6: Dental Plan**

- a) A Dental Plan will be provided based on the following general principles:
  - i) Level I – Basic Services; pays eighty (80%) of approved schedule of fees to a combined maximum of two thousand dollars (\$2000.00) per calendar year.
  - ii) Level II – Supplementary Services; pays eighty (80%) of approved schedule of fees to a combined maximum of two thousand dollars (\$2000.00) per calendar year.
  - iii) Level III – Dentures; pays fifty (50%) of approved schedule of fees to a combined maximum of two thousand dollars (\$2000.00) per calendar year.
  - iv) Level IV – Major Restorative Services; pays fifty (50%) of approved schedule of fees to a combined maximum of two thousand dollars (\$2000.00) per calendar year.
  - v) Level V – Orthodontics; pays fifty (50%) of approved schedule of fees to a combined maximum of one thousand five hundred dollars (\$1500.00) per calendar year.

## **Section 7: Northern Resident Travel Deduction:**

At no cost to the Employer, TD1 form to be completed for employees who qualify.

## ARTICLE XV - Long Term Disability Plan

Long-Term Disability is seventy-five percent (75%) of your weekly earnings, to a maximum benefit equal to fifteen hundred dollars (\$1500.00).

Long Term Disability Plan will be provided based on the following general principles:

- a) The Employer funds one hundred (100) percent of the Long Term Disability Plan.

## ARTICLE XVI - Seniority

### **Section 1: Principle**

- a) The principle of seniority, competency considered shall be recognized by the Company and the Union.
- b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

### **Section 2: Reduction and Recall of Forces**

- a) In the event of a reduction of the forces, the last person hired shall be the first released, subject to the competency of the person involved and the provisions of Section 1.
- b) When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the person involved and the provisions of Section 1.

### **Section 3: Retention During Lay-Off**

It is agreed between the Parties that seniority during lay-offs shall be retained on the following basis:

- a) Employees with less than one (1) year service shall retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years of service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional eight (8) months.

A laid off employee's seniority retention under a) and b) above is reinstated on the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

#### **Section 4: Probationary Period**

- a) Notwithstanding anything to the contrary contained in this Agreement, save and except the provisions of clause (b) of this Section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for thirty (30) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of thirty (30) working days, they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however that the probationary period of thirty (30) working days shall only be cumulative within the three (3) calendar months following the date of entering employment.
- b) Clause a) of this Section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid off and within ninety (90) days for those terminated as a result of a permanent closure.
- c)
  - i) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
  - ii) It is further agreed that in the application of i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

#### **Section 5: Hiring Preference**

- a) When hiring new employees, the following order of preference will apply, competency considered, from among those completed applications on file:
  - i) Former employees of the operation who have lost their seniority retention as a result of the last lay-off in the operation.
  - ii) Regular employees from other operations of the Company who are on a lay-off that exceeds sixty (60) consecutive days, in accordance with their Company seniority in Steelworkers, Local 1-2017 certified operations.

#### **Section 6: Seniority List**

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company. The Company will advise the Union once each month of changes to the said list.

**Section 1: Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate, if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

**Section 2: Maternity Leave and Paternity Leave**

The Company will grant a reasonable period of extended maternity/paternity leave without pay to employees where there is a valid reason.

**Section 3: Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

**Section 4: Compassionate Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the employee shall disclose the grounds for application.
- c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for education or training purposes where a suitable replacement is not available.
- d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

**Section 5: Bereavement Leave**

- a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-children, step-parents, grandparents, grandparents-in-law and grandchildren.

- c) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- d) An Employee must have been on the payroll for one year to qualify for the paid leave.

#### **Section 6: Union Business**

- a) The Company will grant Leave of Absence to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further Leave of Absence may be granted by mutual consent. The employee who obtains this Leave of Absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Company will grant Leave of Absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of the USW, Local 1-2017 in order that they may carry out their duties on behalf of the Union.
- c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this Leave of Absence, as set forth in Clauses a) and b) above, the employer will be given due notice in writing; in the case of a), twenty (20) calendar days; and in the case of b), five (5) calendar days.

#### **Section 7: Public Office**

- a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- c) The employee who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of public office.

### **ARTICLE XVIII - Accident Prevention Committee**

#### **Section I: Composition**

- a) The Management shall maintain an Accident Prevention Committee consisting of up to four (4) members.

- b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

## **Section 2: Duties**

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

## **Section 3: Pay for Meetings**

- a) The Company will pay rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.
- b) The rate to be paid to employee members shall be the employee's regular straight time job rate.

## **Section 4: Meetings During Work**

Where Accident Prevention Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

## **Section 5: Investigations**

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

## **Section 6: Cessation of Work**

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination refrain from working the balance of the shift.

## **ARTICLE XIX - Employees and Family Assistance Program**

The Parties agree to establish a Joint Committee on E.F.A.P to assist the employees of the operation.

## ARTICLE XX - Safety Equipment

- a) Where the following articles of equipment are required to be used by the Employer or by the Workers Compensation Board, the Employer shall:
  - i) Supply new employees with the articles of equipment as required.
  - ii) Replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair; other-wise, the replacement will be at the expense of the employee.

## Safety Fund Allowable Reimbursable Items

Safety Clothing - Fire Rated Pants and Fire Rated Vest (every six (6) months)

## ARTICLE XXII – Pension Plan

The Company commencing January 1<sup>st</sup>, 2004 will pay two dollars and thirty cents (\$2.30) per hour worked per employee, into a R.R.S.P. based pension plan of the employer's choice. Employee's shall be required to contribute ten (10) cents per hour worked into the same plan.

## ARTICLE XXIII - Grievance Procedures

### **Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises in the shop coming under the terms of this Agreement, it shall be taken up in the manner set out below:

#### Step One:

The individual employee involved shall first take up the matter with the Company Representative directly in charge of the work within fourteen (14) days of the date of the said grievance.

#### Step Two:

If a satisfactory settlement is not then reached, the Grievor and Shop Committee Member shall take up the problem with either the Personnel Officer or Superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the Foreman, shall be exchanged by the parties concerned.

### Step Three:

If the grievance is not then satisfactory resolved, it shall be referred to the Local Union and Management.

### Step Four:

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXIII, Section 3.

## **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Steps Two, Three, Four or Five within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the camp, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **Section 3: Arbitration**

- a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXIII, Section 1, the matter will be determined by arbitration in the following manner:

Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement, the Arbitrator and the other Party shall, within three (3) days, acknowledge receipt of the question or questions to be arbitrated.

- b) No one shall serve as an Arbitrator who:
- i) either directly or indirectly has any interest in the subject of the arbitration;
  - ii) has participated in the grievance procedure preceding the arbitration;
  - iii) is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union or Steelworkers or a Company directly engaged in the electrical industry.
- c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.



- d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period discharge (or suspension) and return.
- e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- f) The Parties shall appoint a panel of eight (8) Arbitrators. The single Arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) Arbitrators before September 1, 1984, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator required.
- g) The single Arbitrator shall be selected from the panel of eight (8) Arbitrators on a rotational basis. If an Arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his selection, the dispute shall be reassigned to the next Arbitrator in the rotation.

#### **Section 4: Expedited Arbitrations**

A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The Chairman of this Committee will be H. Allan Hope, Q.C.

#### **Section 5: Cost Sharing**

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator and stenographic and secretarial expenses and rent connected with his duties as Arbitrator.

#### **Section 6: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Prince George or at such other place as may be decided by the Parties.

#### **ARTICLE XXIV - Strikes and Lockouts**

- a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

- b) The parties to this Agreement expressly agree that there will be no activity within the meaning of a) above threatened, declared, authorized, counselled, aided or brought about on its part.
- c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

#### ARTICLE XXV - Duties and Definitions of Foremen

##### General Foreman:

He shall be a journeyman and a member of the Union. He shall supervise the work of other foremen and direct all orders through them. When a job requires thirty (30) or more workmen, a General Foreman shall be appointed.

General Foreman shall receive 120% of Journeyman's occupational rate.

##### "A" Foreman:

He shall be a journeyman and a member of the Union. An "A" Foreman shall be appointed when twenty (20) or more journeyman are employed on a job and he may be required to use tools when necessary.

"A" Foreman shall receive 115% of Journeyman's occupational rate.

##### "B" Foreman:

He shall be a journeyman and a member of the Union. A "B" Foreman shall be appointed when eight (8) or more journeymen are employed on a job. "B" Foreman shall be required to use tools.

"B" Foreman shall receive 110% of Journeyman's occupational rate.

#### ARTICLE XXVI - Enabling Provision

In the event that the Company is bidding for new construction work against non-union contractors or unionized contractors with less costly collective agreements, it shall not be a violation of the Agreement for the Parties to agree to different terms and conditions. Any agreement will be voted on by the employees.

## ARTICLE XXVII – GENERAL PROVISIONS

### Training

#### **Section 1: Apprenticeships**

- a) It is understood that apprentices are to complete their apprenticeships in five (5) years, school shall be scheduled on a per year basis. Five (5) years based on hours worked and the availability of school.

#### **Section 2: Job Training**

- a) Customer online orientations shall be made available to the worker prior to arrival on site. Providing the orientation is two (2) hours or less and it is practical, the worker shall report to the work site with the orientation completed on their time.
- b) For New Hires; Manlift, Forklift, Drug and Alcohol, Medical Exams, Fall Arrest, H2S, Telehandler, Hearing Test, and Site Orientations etc..., tickets should be prerequisites for employment.
  - i) Employee shall pay for the Drug and Alcohol Test and if they pass they will be reimbursed by the employer.

## ARTICLE XXVIII - Duration of Agreement

- a) The parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of July, 2022 to midnight the 30<sup>th</sup> day of June, 2024 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part or at the Local Office upon the Local Officers of the Union,

Party of the Second Part, within four (4) months immediately preceding the 1<sup>st</sup> day of July 2024. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.

- b) The Parties hereto agree that the operation of Section 66(2) of the Labour Relation Code of British Columbia Act 1973 is excluded from the Agreement

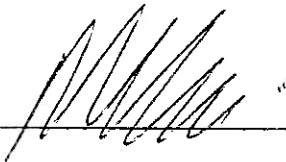
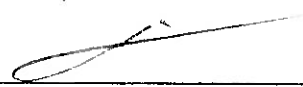
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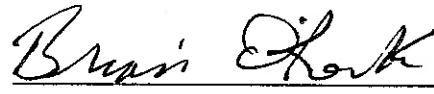

FOR:

FOR:

MILLTRON ELECTRIC INC.

STEELWORKERS, LOCAL USW 1-2017

  
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**ALTERNATE SHIFT SCHEDULING**

**1. FLEXIBILITY OF HOURS OF WORK**

The parties recognize the need for flexibility of hours other than those outlined in Article VI - Hours of Work, Section 1, for the express purpose of better utilization of manpower and equipment such as:

Maintenance and Construction

**2. SHIFT SCHEDULING**

The parties agree that the following shift schedules will provide the flexibility required to meet the needs expressed above.

**a) Maintenance and Construction**

- i) shifts of up to ten (10) hours per day, forty (40) hours per week, Monday to Sunday inclusive;
- ii) three (3) shifts per week, not exceeding twelve (12) hours per day

**b) Other Shifts**

It is understood the Parties can establish other shifts by mutual consent to meet local conditions.

**3. IMPLEMENTATION**

Any variation(s) to Article VI - Hours of Work, Section 1, shall be implemented only upon completion of the following steps:

- a) The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article V, Section 2. Prior to the implementation of such schedules, the parties must mutually agree on the resolution of issues such as:
  - i) Details of shift.
  - ii) Details of Statutory Holidays, Floating Holiday, Bereavement Leave.
  - iii) Maximum lengths of shifts for physically demanding or dangerous occupations. Accident risk is a factor to be taken into account in determining shift lengths.

- iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
  - v) the use of employees for supplementary production work.
- b) The Camp or Plant Committee and the crew will be actively consulted by the parties during this process.

#### **4. GENERAL PRINCIPLES**

When an alternate shift schedule is in effect other provisions of the Master Agreement will be administered on the principle that an employee will not lose or gain any benefits over his normal five (5) day work schedule.

- a) The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- b) Different parts of an operation may be scheduled on different shifts.
- c) The principle of the forty (40) hour week is to be maintained over an averaging period.
- d) This article shall not change existing alternate shift agreements, unless agreed to by both parties.
- e) Earned vacations will be scheduled on the same basis as day and hours worked under the alternate shift schedule.
- f) Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
- g) An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
- h) An employee whose rest days are changed by the Company under an established alternate shift schedule, shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
- i) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.
- j) On scheduled ten (10) hour shifts, coffee breaks will be two fifteen (15) minute breaks.

## **SUPPLEMENT NO. 2**

### **OUT OF TOWN PROJECTS**

Out of town projects will go to local hire first, however, if senior people are not working, they will be asked if they would like to work on the project. If senior people agree to work on out of town projects, they will not receive Living Out Allowance and Travel costs if it is not covered in the Contract.

## **SUPPLEMENT NO. 3**

### **LIVING OUT ALLOWANCE**

1. For all regular scheduled shifts and days off, Living Out Allowance (LOA) shall be paid at a rate of one hundred and twenty-five dollars (\$125.00) per day. If required to maintain two (2) away from home residences, two Living out Allowances (LOA) will be provided.
  - a) Living Out Allowance shall not be paid to local residents.
  - b) You must complete your regular scheduled shift to qualify.
  - c) To qualify for Living Out Allowance on days off, the employee must work the last scheduled shift prior to days off and the first scheduled shift following the weekend or statutory holiday.
  - d) Where mutually agreed upon that the one hundred twenty-five (\$125.00) per day will not cover the cost for lodging and meals the rate will be adjusted. The employee will not be out of pocket for living out allowance expenses.
2. Five (5) days or less will be paid at a rate of one hundred seventy-five dollars (\$175.00) per day worked. This should adequately cover expenses incurred. In extenuating circumstances reasonable expenses will also be covered.
3. Where there is an out of town or camp job and workers receive a travel allowance or living out allowance, they must complete their shift as scheduled. Any workers leaving site prior to the completion of the full scheduled shift without prior permission from the supervisor are subject to disciplinary action.

## SUPPLEMENT NO. 4

### TRAVEL ALLOWANCE

1. Any travel time that is incurred will be paid on a straight time basis.
2. The parties agree that if issues pertaining to the travel allowance need to be discussed and amended, they can do this during the term of the Collective Agreement.
3. Employees required to travel will be paid on a straight time basis
4. Employees required to fly to their work sites will be paid their straight time rate.
5. Travel allowance will kick in over fifty (50) kilometers.
6. Scheduled days off when on Camp Jobs, travel expenses will be paid for non LOA jobs at the above rates.
7. Where there is LOA jobs the travel allowance for days off will be considered built into the LOA.