

AGREEMENT

BETWEEN

MUELLER ELECTRIC DIVISION II

AND

UNITED STEELWORKERS LOCAL 1-425

JUNE 1, 2006

TO

MAY 31, 2009

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MASTER AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2006

BETWEEN:

MUELLER ELECTRIC DIV. II LTD.
(hereinafter known as the "Company")
OF THE FIRST PART

AND:

UNITED STEELWORKERS LOCAL 1-425, 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 cooperate 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 1: Recognition

- a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company.
- b) 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 XXII, 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 1.
- 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.

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: Bargaining Authority

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 Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: 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 – Employer's Rights

Section 1: Management and Direction

The management and the operation of, 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 III – Union Security

Section 1: Cooperation

The Company will cooperate 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 who entered the employment of the Company 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 United Steelworkers Constitution, as revised 1994, and in accordance with the By-Laws of the Local Union, which the Local Union has certified as being correct as of May, 1996.

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 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.

	UNITED STEELWORKERS of AMERICA	
CHECK-OFF		
DATE _____ YEAR _____	NAME OF EMPLOYER _____	
PLEASE PRINT	OPERATION _____	
NAME OF EMPLOYEE _____	PHONE _____	
ADDRESS _____	POSTAL CODE _____	
SOCIAL INSURANCE No. _____	Are you a member of the United Steelworkers or IWA-Canada? _____	
In what operation were you last employed? _____		
Local Union _____		
I hereby authorize and instruct you to deduct from my wages and remit to Local 1-425 the following in payment of the amounts set out below:	APPLICATION FOR MEMBERSHIP	
1. Union Initiation Fees in the amount of \$ _____	I hereby request and accept membership in the United Steelworkers of America Local No. 1-425, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the local union.	
2. Union Back Dues in the amount of \$ _____		
3. Union Dues \$ _____ per month commencing _____ Year _____		
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.		
	SIGNATURE OF APPLICANT _____	
	CLOCK NO. _____	
Keep 1 copy, forward copy to Local Union.		
		

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 IV – 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.

Section 2: Composition

The Shop Committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Company, who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

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 Article XVII – Accident Prevention Committee, where the members are designated according to the provisions of the Workers’ Compensation Act.

Section 5: Representation

If a shop committee member or steward is not available to represent a worker, the Local Union office will provide an Officer to represent that worker.

ARTICLE V – Hours of Work

Section 1: Hours and Overtime

a) The regular hours of work 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). The forty (40) hour work week shall commence Monday of Tuesday.

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

- i) Hours worked in excess of eleven (11) hours per day.
- ii) Hours worked on Sunday shall be double time, provided worker has worked five of the preceding six days.
- iii) For the purposes of this agreement, any named Statutory Holiday, if worked, will be paid at time and one-half. Employees shall maintain the right to not work on a Statutory Holiday.
- iv) For the purpose of this agreement, a Statutory Holiday shall be considered as a shift worked.

c) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid at a rate of time and one-half (1-1/2), except as provided in section 1b) above.

Section 2: Alternate Shift Schedule

a) Management, Plant and 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 principal of the forty (40) hour work week is maintained over an averaging period. Rate of Pay shall be at one and one-half (1-1/2) for hours worked on Sunday.

b) When alternate schedules have been implemented in accordance with a) above, the following overtime provisions will apply:

- A) 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 of 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 to between the employee and the Company.

- B) 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.
- C) Appendix No. 2 – Alternate Shift Scheduling, contains the agreed-upon general principles and parameters for the establishment, implementation and/or discontinuance of Alternate Shift Schedules.

Section 3: Work Week

The work week on all projects shall commence on Monday or Tuesday. When tie-ins are required employees will be encouraged to work the necessary overtime.

Section 4: Hot Meals

In situations where unscheduled overtime has become necessary, employees will be paid twenty-five dollars (\$25.00) in lieu of a meal after ten (10) hours. If an employee works more than twelve (12) hours, then the company will provide a hot meal, to be consumed by the employee(s) on company time. The exception to this \$25.00 rule shall be in situations where the employer provides a meal to the workers, or the compensation for the meal at which time no \$25.00 shall be paid.

Section 5: No Work Guarantee

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

ARTICLE VI – Wages

(a)	<u>Apprenticeship Rates</u>	June 1/06	June 1/07	June 1/08
	1st Term (60% Certified Rate)	\$19.20	\$19.58	\$19.98
	2nd Term (60% Certified Rate)	\$19.20	\$19.58	\$19.98
	3rd Term (65% Certified Rate)	\$20.80	\$21.22	\$21.64
	4th Term (70% Certified Rate)	\$22.40	\$22.85	\$23.31
	5th Term (75% Certified Rate)	\$24.00	\$24.48	\$24.97
	6th Term (80% Certified Rate)	\$25.60	\$26.11	\$26.63
	7th Term (85% Certified Rate)	\$27.20	\$27.74	\$28.29
	8th Term (90% Certified Rate)	\$28.80	\$29.38	\$29.97

Apprentices will be paid the appropriate trades rate "A" after completion of their apprenticeship.

(b) **Journeyman Rates**

A Journeyman is: a person with an Electrician certification.

	June 1/06	June 1/07	June 1/08
Journeyman	\$32.00	\$32.64	\$33.29

- (c) Any rate or benefit increase negotiated in the U.S.W. collective agreement shall be applied by way of a similar percentage to these rates.

- (d) Chargehands to receive one dollar (\$1.00) per hour, above occupational rate.
- (e) **Transportation**
There shall be a free travel zone for each job site based on one hundred (100) kilometers return from Mueller Electric in Williams Lake or Kelowna.
- (f) **Out of Town Projects**
The Company will pay Eighty dollars (\$80.00) per day, seven (7) days a week for people working on out of town projects or will negotiate a daily rate with the Local Union and the employees if the \$80.00 is not enough to cover costs.
- (g) The employer shall pay journeymen employees twenty-five dollars (\$25.00) per hour for travel to out-of-town projects. These hours do not count as contributable hours for RRSP's.
- (h) The employer shall pay apprenticed employees fifteen dollars (\$15.00) per hour for travel to out-of-town projects. These hours do not count as contributable hours for RRSP's.

ARTICLE VII – Tradesman Tools

Section 1:

- (a) A Journeyman shall be required to have a full tool kit of the necessary tools to perform the job for which he was hired.
- (b) An Apprentice shall be required to have and maintain a basic tool kit and to be in the general process of building up the necessary tools to equip himself for the job of a Journeyman.
- (c) The list of tools for the trade of Electrician required under clause (a) above are set out in Appendix No. 1.

Section 2: Insurance

The Company shall, upon the signing of this Agreement and 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.

The Company shall, upon the signing of this Agreement and 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 no deductible in respect of each employee's claim.

Employees will supply a list of their tools, including the brands, to the employer.

Section 3: Damaged or Broken

The Company will repair or replace tools damaged or broken in the performance of regular duties.

Section 4: 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 First Aid Men. Time off to attend First Aid Training to be determined by the company and may be postponed where a suitable replacement is not available.

ARTICLE VIII – Pay Days

The Company shall provide pay days on a bi-weekly basis. Each employee will be furnished with an itemized statement of earnings and monthly deductions.

ARTICLE IX – Statutory Holidays and Vacation Pay

a) All employees who work on New Years Day, the designated Good Friday/Easter Monday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid at time and one-half (1-1/2 time) for all hours so worked except as provided for in Article V – Hours of Work, Section 1b).

b) Statutory Holiday pay and Vacation with pay will be paid at twelve percent (12%) of gross earnings on each pay cheque.

c) Where a Statutory Holiday falls on a day off, the Statutory Holiday will be moved to a mutually agreed upon day off and if required to be worked, the employee(s) will be paid at time and one-half (1-1/2 time).

ARTICLE X – Vacations with Pay

Section 1: Vacation Time

a) Vacations for employees shall be taken at such times as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.

b) All earned vacations must be taken.

Section 2: Employment Standards Act

Part 7 Annual Vacation of the Employment Standards Act, R.S.B.C., 1996, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE XI – 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 they Company gives sufficient notice canceling 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.

ARTICLE XII – Health and Welfare

Insurance Coverage

- a) Group Life Insurance for each qualified employee:
Effective June 15, 2002 \$100,000.00
- b) Accidental Death and Dismemberment Insurance for each qualified employee:
Effective June 15, 2002 \$100,000.00
- c) Weekly Indemnity: Benefit level is 66.67% of wages to a maximum of \$500.00 per week.

Medical Coverage

Medical coverage, including Extended Health Benefit coverage, shall be provided by the company at no cost to the employee.

General Principles

- a) All employees will be entitled to basic medical benefits (MSP) from the first of the month following the date of hire. The remaining benefits (Extended Health and Dental, Long Term Disability, Life Insurance, AD and D, Short Term Disability, Dependent Life Insurance and RRSP contributions) will start the first of the month following successful completion of the probationary period.
- b) Employees with less than 3 years of seniority, but more than six months of seniority, when laid off will be provided with one month of full benefit coverage for the month following the date of lay off. Employees who have worked for more than 3 years shall have their benefits paid for three (3) months from the end of the month in which they last worked.
- c) Section b) above shall not apply to employees who had completed their probationary period prior to October 1, 1999. These employees shall retain benefits as per their prior seniority entitlement.
- d) In order for reinstatement of lay-off coverage to occur, there must be a return to regular full time employment. An employee returns to regular full-time employment when he is employed for ten (1) working days within a floating period of thirty (30) consecutive days.
- e) Lay-off coverage for employees with more than 3 years of seniority shall cease when the employee begins employment with another employer.
- f) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- g) Weekly Indemnity will be eliminated for an employee on an extended leave of absence.
- h) Employees on extended leave of absence will pay their own premiums for all benefits.

- i) Extended Benefit coverage as referred to under "Medical Coverage" (above) shall be the same as that covered under the current CONIFER-USW collective agreement.

ARTICLE XIII – DENTAL PLAN

A Dental Plan will be provided by the company at no cost to the employee.

- a) A Dental Plan will be provided based on the following general principles:
 - (i) Basic dental services (Plan A) – Plan pays 80% of approved schedule of fees.
 - (ii) Prosthetics, crowns and bridges (Plan B) – Effective June 15, 1994, Plan pays 60% of approved schedule of fees.
 - (iii) Orthodontic (Plan C) – Effective June 15, 1994, Plan pays 60% of approved schedule of fees (lifetime maximum \$2,500), with no waiting period.

Effective June 15, 1998, the lifetime maximum limit will be increased from \$2,500 to \$3,000 for children only.

- b) The principles set out in Article XII – Health and Welfare, General Principles a) shall apply to dental coverage.

ARTICLE XIV – Long Term Disability Plan

A long term disability plan shall be provided by the company at no cost to the employee.

ARTICLE XV - Seniority

Section 1: Probationary Period

All employees hired shall be on probation for thirty (30) days worked, during such period no seniority rights shall be recognized. Upon completion of thirty (30) days worked, they shall be regarded as regular employees, and shall 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) days worked shall only be cumulative within ninety (90) days following the date of entering employment.

Section 2: Principle

- a) The Company recognizes the principle of seniority, competence considered. In the application of seniority, it shall be determined first by department and second by plant seniority.
- 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 3: Reduction and Recall of Forces

- a)
 - i) 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. Where a reduction of forces is caused by emergency conditions, the application of plant seniority may be postponed for such period as may be necessary, but not exceeding five (5) working days. If the Company decides to exercise its rights under this provision, it shall notify the Shop Committee as soon as possible.
 - ii) When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- b) When re-employing, in accordance with Section 4, after seasonal shutdown, all employees shall be notified by telegram or registered letter at least seven (7) days before re-starting of operation. The employees must reply by telegram or registered letter in the affirmative within ninety-six (96) hours of the telegram or registered letter being sent out by the Company, and appear for work not later than the above stated seven (7) day period.
- c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a lay-off until his regular job becomes available, provided however:
 - i) If during the lay-off period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
 - ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- d) Details of the application of this Section shall be worked out by the Local Union and the Company.

Section 4: 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 six (6) months.
- b) Employees with one (1) or more year's service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) 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 5: 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 and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

There will be 2 seniority lists:

- 1) Kelowna – everything south of Cache Creek
- 2) Williams Lake – everything north of Cache Creek

People who transfer from one Division to another, will keep company seniority for holidays and benefits and division seniority for bid. In the event there are no local tradespeople available for work required in the area, the Company shall hire off the opposite seniority list in order of seniority.

Section 6: Reinstatement

It is agreed that when the Company has transferred an employee to a staff position, he will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety day (90) period, the individual shall have the right to return to the bargaining unit job, which he would have held if he had not left the bargaining unit. (In special cases this ninety (90) day period may be extended for up to a further ninety (90) days by mutual agreement between the Company and the Shop committee.) At the expiration of the period mentioned above, his seniority will be frozen. Thus, if at a later date he ceases to be a staff worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided, however that any employee so reinstated must return to the job held at the time of his promotion to the staff position, provided their seniority permits a return to that job.

Section 7: Seniority and Sub-Contracting

The Company will extend its consultative and remedial processes in connection with sub-contracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice of its intentions and exploring ways and means of integrating senior employees into other jobs where sub-contracting takes place.

ARTICLE XVI – Leave of Absence

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 that requires his absence to the Company as soon as may be reasonably possible.

Section 2: Paternity Leave

The Company will grant up to a one (1) year period of 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 employee 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 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 may 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 fulltime 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) Hours paid for under the provisions 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.

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 United Steelworkers 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 be reasonably 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 Company within thirty (30) calendar days after completion of public office.

ARTICLE XVII – Accident Prevention Committee

Section 1: Composition

a) The Management of every operation shall maintain an Accident Prevention Committee consisting of not more than five (5) members or less than two (2) 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, an employee's 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 will, without discrimination, refrain from working the balance of the shift.

ARTICLE XVIII – Employee and Family Assistance Program

The Parties agree to establish a Joint Committee

ARTICLE XIX – 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) supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or

iii) replace articles of equipment, as required, when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

1. Aprons – for shop only

3. Welding goggles, etc.

5. Dust protection

7. Ear protection

2. Hard hats

4. Flotation equipment

6. Eye protection

8. Gloves

iv) replace gloves as required at no cost the employee, only when they are presented worn or damaged beyond repair; otherwise, the replacement will be at the expense of the employee.

b) The Employer shall make coveralls available and repair as needed after thirty (30) working days with the Company. The coveralls will have the Company's name and the employee's name, as well as WCB reflective tape.

ARTICLE XX – Pension Plan

An RRSP Plan will be established at a rate of \$1.20 per hour effective Jan. 1, 2007 for all employees who have completed their probationary period, such amount to increase by two percent (2%) on January 1st of each year of the agreement.

The employee will be issued a statement stating the amount paid monthly.

The local union will be issued a list of all pension contributions on a quarterly basis (i.e. once every 3 months).

ARTICLE XXI – Severance Pay for Company Closure

a) Employees terminated by the employer because of permanent closure shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service and thereafter in increments of completed months of service with the Company.

b) Where a plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

ARTICLE XXII – Grievance Procedure

Section 1: Procedure

The Company and the Union mutually agree that, when a grievance arises in the plant or camp 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 Foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two:

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the Personnel Officer or Foreman, or both, as designated by the Company.

Step Three:

Of a satisfactory settlement is not then reached, the Shop Committee 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 Four:

If the problem is not then satisfactorily solved, it shall be referred to the Union and Management.

Step Five:

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

Section 2: Time Limit

- a) 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.
- b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a Supreme Court Judge.
- d) In the event that the interpreter as provided for in c) herein is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a judge, either of the Supreme Court of British Columbia, or the Court of appeal of the Province, to preside as interpreter for the dispute then pending.

ARTICLE XXIII – 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 XXII, 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 of United Steelworkers or a Company directly engaged in the forest products 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 of 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 Arbitrators. The single Arbitrator shall be selected from this panel. If the Parties fail to appoint the required Arbitrators 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 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 2: Expedited Arbitration

A Committee shall be established to develop and implement a system of expedited arbitration of grievances.

Section 3: 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 4: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Williams Lake 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, counseled, 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 – Duration of Agreement

a) The parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of June, 2006 to midnight the 31st day of May, 2009 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 Part 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 31st day of May, 2009. 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 Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from this agreement.

DATED this _____ day of _____, 2006.

FOR:
MUELLER ELECTRIC DIVISION II

FOR:
UNITED STEELWORKERS LOCAL 1-425
Affiliated with C.L.C.

President

Financial Secretary

APPENDIX NO. 1

EMPLOYEE NAME: _____
(Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Electricians:

POUCH TOOLS

- | | |
|---|-----------------------|
| 1. Pouch | |
| 2. Robertson Screw Drivers | 6 to 10 (3) |
| 3. Slotted Screw Drivers | 2" to 8" (4) |
| 4. Sidecutters | 6 inch |
| 5. Pliers | 8 inch |
| 6. Crescent Wrenches | 6 inch, plus 8 inch |
| 7. Channel Lock Pliers | 10 inch, plus 12 inch |
| 8. Knife | |
| 9. Sta Kon Pliers | up to #10 wire |
| 10. Tape Measure | Maximum 26 foot |
| 11. Hammer | |
| 12. Hacksaw Frame, not Blades | |
| 13. Pencil/pen | |
| 14. 1000 Volt Tester - T5000 Fluke | |
| 15. Level, small torpedo type | |
| 16. Unibits are not supplied by the employer unless they are specifically required for the job. | |

LIST OF ADDITIONAL TOOLS:

EMPLOYEE SIGNATURE: _____

DATE: _____

CHECKED BY: _____ (SIGNATURE)
(Foreman)

APPENDIX NO. 2

ALTERNATE SHIFT SCHEDULING

A. FLEXIBILITY OF HOURS OF WORK

The Parties recognize the need for flexibility of hours other than those outlined in the Hours of Work Article, for the express purpose of better utilization of manpower and capital such as:

- Balancing of production
- Maintenance
- Market requirements
- Even flow production
- Emergency or unexpected projects

B. SHIFT SCHEDULING

1. Maintenance

- h) shift of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive
- ii) three shifts per week, not exceeding 12 hours per day.

2. Other Shifts

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

C. IMPLEMENTATION

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

1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of the Hours of Work Article. It is anticipated that the Local Union will make sincere attempts to assist the Company wishing to introduce alternate shift schedules. The parties must mutually agree on resolution of issues such as:
 - a) Details of shift.
 - b) Details of Statutory Holidays, Bereavement Leave, and Jury Duty.
 - c) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
 - d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.

APPENDIX NO. 2
ALTERNATE SHIFT SCHEDULING
C. IMPLEMENTATION (cont'd)

2. The Plant Committee and the crew will be actively consulted by the Parties during the process.

D. GENERAL PRINCIPLES

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

1. The Company agrees that alternate shift schedules will be not introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. The principle of the forty (40) hour week is to be maintained over an averaging period.
4. This Article shall not change existing alternate shift agreements, unless agreed to by both parties.
5. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
6. 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.
7. 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.
8. 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.
9. There shall be no premium pay paid to an employee whose rest days are changed because of the implementation of an alternate shift schedule.