

MASTER AGREEMENT

BETWEEN

D & S ELECTRIC

AND

UNITED STEELWORKERS LOCAL 1-425

(formerly IWA Canada Local 1-425)

January 1, 2007 through December 31, 2009

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MASTER AGREEMENT

THIS AGREEMENT entered into this 1st Day of January, 2007

BETWEEN:

Brad Erickson of
D & S ELECTRIC

(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 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 1: Recognition

- a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company except those employees with the authority to hire or discharge.
- 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.

ARTICLE I Bargaining Agency

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: 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 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.

ARTICLE III Union Security (cont.)

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 National Constitution, and in accordance with the By-Laws of the Local Union, which the Local Union has certified as being correct as of May, 2006.*
- 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

 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.	
	

ARTICLE III Union Security

Section 6: Check-off (cont'd)

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

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 letters 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 herein 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 Operation 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.

ARTICLE IV Shop Committee (cont'd)

Section 4: Exceptions

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

- a) Article XVI – Accident Prevention Committee, where the members are designated according to the provisions of the Worker’ Compensation Act.

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 or 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.
 - iii) For the purposes of this agreement the named Statutory Holiday, if worked, will be paid at time and a half.
- c) If a statutory Holiday occurs during the work week, the employees 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 rate and one-half, except as provided in Section (b) above.

Section 2: 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. The company also maintains the right to begin a work week on Sunday, provided the employees involved are in agreement.

Section 3: Hot Meals

Employees will be paid \$25.00 in lieu of a meal after ten (10) hours. If an employee works over fourteen (14) hours, then the company will provide a hot meal, to be consumed by the employee(s) on company time.

Section 4: 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

Apprenticeship Rates:

Effective July 1, 2006

Industrial

<i>1st Term (60% Certified Rate)</i>	<i>\$18.52</i>
<i>2nd Term (60% Certified Rate)</i>	<i>\$18.52</i>
<i>3rd Term (65% Certified Rate)</i>	<i>\$20.06</i>
<i>4th Term (70% Certified Rate)</i>	<i>\$21.61</i>
<i>5th Term (75% Certified Rate)</i>	<i>\$23.15</i>
<i>6th Term (80% Certified Rate)</i>	<i>\$24.70</i>
<i>7th Term (85% Certified Rate)</i>	<i>\$26.25</i>
<i>8th Term (90% Certified Rate)</i>	<i>\$27.79</i>

Apprenticeship Rates

Res-Commerical

<i>1st Term (60% Certified Rate)</i>	<i>\$14.47</i>
<i>2nd Term (60% Certified Rate)</i>	<i>\$14.47</i>
<i>3rd Term (65% Certified Rate)</i>	<i>\$15.68</i>
<i>4th Term (70% Certified Rate)</i>	<i>\$16.88</i>
<i>5th Term (75% Certified Rate)</i>	<i>\$18.09</i>
<i>6th Term (80% Certified Rate)</i>	<i>\$19.29</i>
<i>7th Term (85% Certified Rate)</i>	<i>\$20.50</i>
<i>8th Term (90% Certified Rate)</i>	<i>\$21.71</i>

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

b) Journeyman Rates

Journeyman is: a person with an Electrician certification.

Industrial

effective July 1, 2006

Journeyman (a) \$32.49

Res-Commercial

Journeyman (a) \$24.12

All Employees will receive wage increases of a like percentage as increases negotiated within United Steelworker Local 1-425 certified mills. Effective July 1, 2007, a 2% (two percent) raise, effective July 1, 2008, a 3% (three percent) raise and in 2009 an as-yet not negotiated amount.

c) The company agrees to pay to the Local Union education trust fund .03 per hour per employee per hour worked and be remitted with the dues plus showing a breakdown. This amount will be forwarded directly to Local 1-425.

d) Any rate or benefit increase negotiated in the United Steelworker collective agreement shall be applied by way of a similar percentage to these rates.

e) Chargehands to receive seventy-five cents (\$.75) per hour, above occupational rate.

ARTICLE VI Wages (cont'd)

f) **Transportation**

There shall be a free travel zone for each job site based on one hundred and fifty (150) kilometre return from D & S Electric office in Williams Lake.

g) *Out of Town Projects*

The company will pay eighty (\$80.00) dollars per day 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 appropriate.

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 as per Appendix A, Master Agreement.
- 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 lists of tools for the trades of Electrician required under clause (a) above are set out in Appendix #1.

Section 2: Insurance

The Company shall, upon the signing of this Agreement, at it's 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, at it's 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. 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

Statutory Holidays:

Section 1:

- a) All hourly-rated employees who work on New Year's Day, 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 rate and one-half for all hours so worked.
- b) In the event one of the Statutory Holiday falls on a Sunday, the previous Friday or the following Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays fall on Saturday, it shall be observed the preceding Friday or succeeding Monday as agreed between the Company and the Operation Committee.
- c) In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday and where the Company and Operation Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) At the option of the Company, but whenever possible, by mutual agreement with the Operation Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to said Holiday.
- e) When a Statutory Holiday falls on a Friday, employees working on a Tuesday to Saturday work week, by mutual agreement between the Company and the Operation Committee may work on the Friday Statutory Holiday at the straight time job rates and substitute Saturday as the Statutory Holiday.
- f) In the case of a maintenance employee where one of the Statutory Holidays is observed on his/her rest day, he/she shall have a day off without pay in lieu thereof at a mutually agreeable time.

ARTICLE X Vacations with Pay

Section 1:

Employees with one (1) to two (2) years' continuous service shall receive two (2) weeks vacation with pay based on the greater of five percent (5%) or eighty (80) hours at the hourly rate of the employee's regular job.

Section 2: Two Years' Service

- a) Employees with two (2) or more years' continuous service with the company shall receive three (3) weeks' vacation with vacation pay based on the greater of seven percent (7%) of the total wages or salary earned by the employee during the working year or one hundred and twenty (120) hours at the hourly rate of the employee's regular job.
- b) The third week vacation as in a) above will be taken, but does not have to be consecutive with the vacation period provided for in the above Section, but at a time convenient to the company.

ARTICLE X Vacations with Pay (Cont.)

Section 3: Seven Years' Service

- a) Employees with seven (7) or more years' continuous service shall receive four (4) weeks vacation with vacation pay based on the greater of nine percent (9%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.
- b) The additional one (1) week will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

Section 4: Fifteen Years' Service

- a) Employees with fifteen (15) or more years' continuous service shall receive five (5) weeks vacation with vacation pay based on the greater of nine percent (11%) of the wages or salary earned during the year of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job.
- b) The additional two (2) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 and 3 herein.

Section 5: Twenty-Four Years' Service

- a) Employees with twenty-four (24) or more years' continuous service shall receive six (6) weeks vacation with vacation pay based on the greater of thirteen percent (13%) of the wages or salary earned during the year of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job.
- b) The additional three (3) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3 and 4 herein.

Section 6: Thirty Years' Service

- a) Employees with thirty (30) or more years' continuous service shall receive seven (7) weeks vacation with vacation pay based on the greater of fifteen percent (15%) of the wages or salary earned during the year of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job.
- b) The additional four (4) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, 4 and 5 herein.

Section 7:

Vacations with pay for employees engaged on piece work shall be based on the average daily earnings for the previous twelve (12) months, or such lesser period of time employed.

Section 8:

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

ARTICLE X Vacations with Pay (Cont.)

Section 9: Vacation Pay – Percentage of Wages Method

The following shall be considered as days actually worked for determining vacations with pay or an employee after one (1) continuous year of employment.

- a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his/her employment.
- b) Absence due to illness up to a period of one (1) year provided the employee returns to his/her employment. The Company shall have the right to require a certificate from a qualified medical practitioner. The employee shall have a reasonable period of time to present such medical certificate.
- c) Absence due to bereavement leave in accordance with the terms and conditions of the Agreement.
- d) Absence due to time served on Jury Duty in accordance with the terms and conditions of the Agreement.
- e) Any other absence duly approved by the Company in writing shall be credited towards entitlement for annual vacation, but time spent on such leave shall not be counted in computing vacation pay.

Section 10: Qualifications for Vacation Pay – Regular Job Rate Method

- a)
 - i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1500) hours in the employee's first year of service and minimum of one thousand (1000) hours during the employees' succeeding years of entitlement.
 - ii) Where there is a common vacation cut-off date, for purpose of calculating minimum hours as in I) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - iii) Where there is no common vacation cut-off date, for purposes of calculating minimum hours as in I) above, the calculation period shall be from the employee's anniversary date in one year to his/her anniversary date in the succeeding year.
- b) For purposes of computing the requisite hours the following will be included:
 - i) All hours worked;
 - ii) Statutory Holiday hours;
 - iii) Jury and Crown Witness duty;
 - iv) Bereavement Leave;
 - v) Vacation Hours;
 - vi) Time not exceeding one (1) year, lost as a result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of the qualifying for vacation, provided that the employee returns to his/her employment.

ARTICLE X Vacations with Pay (Cont.)

Section 10: Qualifications for Vacation Pay – Regular Job Rate Method

- vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he/she returns to his/her employment. It is understood that the employer may require that the employee may require that the employee provide a certificate from a qualified medical practitioner.
- viii) Time lost as a result of lay-off shall not be considered as time worked for the purpose of qualifying for requisite hours.
- ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purpose of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours of credit for the hours for which wages were paid, whichever is greater.
- x) All hours worked in more than one (1) division of the parent company as a result of transfer or lay-off.

Section 11:

For the purposes of administration, the Company cut-off date shall be deemed to be the employee's anniversary date for the vacation year. It is further agreed that the employee will be entitled to an adjustment of the appropriate percentage of vacation pay when he/she qualifies for additional vacations for increased service with the Company as provided for under Sections 2 to 6 inclusive.

Section 12: Employment Standards Act

Part 4 Annual Vacation of the Employment Standards Act, S.B.C., 1995, c. 10, 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 the Company give 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.

ARTICLE XII – Health and Welfare

Insurance Coverage

- a) Group Life Insurance for each qualified employee:
Effective December 1, 2002 \$100,000.00
- b) Accidental Death and Dismemberment Insurance for each qualified employee:
Effective December 1, 2002 \$100,000.00
- c) Weekly Indemnity: Benefit level is \$449.00 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 seniority, when laid off will be provided with one months 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 3 months from the end of the month in which they last worked.
- c) There will be no duplication of Weekly Indemnity, MSP, Extended Health benefits, Dental, Long Term Disability, Life Insurance, AD&D and SD&D and Pension Plan Payments.
- d) Weekly Indemnity will be eliminated for an employee on an extended leave of absence.
- e) Employees on extended leave of absence will pay their own premiums for all benefits.
- f) * Extended Benefit coverage as referred to under “Medical Coverage” (above) shall be the same as that covered under the current CONIFER – I.W.A. Collective agreement.
- g) It is agreed between the parties that the benefit package applicable under a *United Steelworker* certified employer enrolled in the Northern Interior Forest Industry Benefit Plan, along with corresponding extended health and dental coverage, will be applicable to the employees of D & S Electric. It is clearly understood that any health and welfare benefit changes negotiated and implemented for a United Steelworker certified employer covered under the Northern Interior Forest Industry Benefit Plan will also be applicable to the employees of D & S Electric, ***and therefore any incremental increases shall be deemed in effect under this 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) – The Plan shall pay 60% of approved schedule of fees.
 - iii) Orthodontic (Plan C) – The Plan shall pay 60% of approved schedule of fees (lifetime maximum of \$2,500), with no waiting period.

The lifetime maximum limit shall be \$3,000, for children only.

- b) The principles set out in Section 5 shall apply to the Dental Plan.

ARTICLE XIV – Long Term Disability Plan

LTD shall be provided through the IWA Long Term Disability Plan. Contributions shall be made on a 50-50 basis (50% employee, 50% employer), unless negotiated differently.

- a) *Effective July 1, 2004, contributions will be increased by 25 cents per hour to produce a total payment of 80 cents per hour per Employee per hour worked, of which the Industry will contribute 40 cents per hour and the Employee will contribute 40 cents per hour.*
- b) *If at any point during the term of the Agreement, the Plan Actuary should determine that the full amount of the increase in contributions is no longer required to amortize the unfunded liability over the ten year period contemplated by this Agreement, the excess contributions will be discontinued by each party accordingly.*
- c) *Effective July 1, 2004, Employees who become disabled on or after July 1, 2004, shall be eligible to apply for LTD benefits after a 26 week qualifying period.*
- d) *A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.*
- e) *The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.*
- f) *The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.*

ARTICLE XIV – Long Term Disability Plan (cont'd)

- g) *Protection Against Withdrawals*
Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. The unfunded liability formula to be uniform and based on the Plan's unfunded liability divided by the total number of Plan members (at the time of the most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. The Plan Trustees are to be directed to amend the participation agreement accordingly.

This benefit shall be tied to the Master United Steelworker agreement and increases/decreases shall be applied accordingly.

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, competency considered. In the application of seniority, it shall be determined first by department and second by operation 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 operation 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 right 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 operation 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 shut-down, 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 no later than the above seven (7) day period.

ARTICLE XV – Seniority

Section 3: Reduction and Recall of Forces (cont'd)

- 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 years service shall retain their seniority for one (1) year, plus one (1) additional month for each years' 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 employees 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.

Section 6: Reinstatement

- a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:

ARTICLE XV – Seniority

Section 6: Reinstatement (cont'd)

- i) If the supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or
 - ii) If the supervisor does not have the bargaining unit seniority as outlined in (I) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or
 - iii) If the supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid off and subject to all the provisions of the Coast Master Agreement.
- b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management and if agreement is reached, the period may be extended.

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.

ARTICLE XVI – Leave of Absence (cont'd)

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 apply 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 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) Pieceworkers who are entitled to bereavement leave shall be compensated in accordance with the principle established in Article IX, Section 7 of this Agreement.
- c) 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.
- d) 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.
- e) 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) 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.

ARTICLE XVI – Leave of Absence

Section 6: Union Business (cont'd)

- 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 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.

ARTICLE XVII – Accident Prevention Committee (cont'd)

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during the working hours with the consent of the Company, 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 may, 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
 2. Hard hats
 3. Welding goggles etc.
 4. Flotation equipment
 5. Dust protection
 6. Eye protection
 7. Ear protection
 8. Gloves
 - iv) Replace gloves as required at no cost to 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

Effective the signing date of this Agreement, an RRSP Plan will be established at a rate of \$1.20 per hour 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).

The RRSP Plan will be \$1.12 per hour effective December 1, 2002 for all employees who have completed their probationary period.

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 Permanent Operation Closure

- a) Employees terminated by the employer because of permanent closure shall be entitled to severance pay equal to one (1) weeks pay for each year of continuous service and thereafter in increments of completed months of service with the Company.
- b) Where an operation 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 operation 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 operation 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.

ARTICLE XXII – Grievance Procedure

Section 1: Procedure (cont'd)

Step Three:

If 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. The parties concerned shall exchange a statement in writing of the alleged grievance, together with a statement in writing by the Foreman.

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 Arbitration in writing, by registered mail, of the question or questions to be arbitrated.

ARTICLE XXIII – Arbitration (cont'd)

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 the 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 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.

ARTICLE XXIII – Arbitration (cont’d)
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, 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 – Duration of Agreement

- a) The parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of January, 2007 to midnight the 31st day of December, 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 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 31st day of December, 2009. If no 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 Industrial Relations Act of British Columbia, R.S.B.C. 1979, c. 212, is excluded from the Master Agreement.

DATED this _____ day of _____, 2007

FOR:
D & S Electric

FOR:
I.W.A. Canada Local 1-425
Affiliated with C.L.C.

President

Financial Secretary