

2021-2023 Collective Agreement

between

Atlantic Power Services Canada LP

-and-

**UNITED STEELWORKERS LOCAL 1-2017
(USW Local 1-2017)**



Duration: **January 1, 2021 to December 31, 2023**

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Collective Agreement

between

Atlantic Power Services Canada LP

(hereinafter called the "Company")

Of the First Part

-and-

United SteelWorkers 1-2017 (USW)

(hereinafter called 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, good faith collective bargaining binding on both parties and making the employees an integral part of the Company's business. This is achieved through the recognition that the success and growth of the business depends on the loyalty of the employees to render full and efficient service in the discharge of their obligations under this Agreement.

This Agreement fixes upon the Company the payment of wages and the observance of certain conditions of employment; it likewise fixes upon the employees the responsibility of rendering capable, thoughtful and competent services.

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 Management, that the provisions of the Agreement will be carried out.

The parties agree to encourage closer co-operation and understanding between the Company and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between them.

Wherever a singular reference is used in this Agreement it shall be deemed to include the equivalent plural reference or vice versa.

1. Recognition

- 1.01. The Company recognizes the Union as the exclusive bargaining agent for the bargaining unit comprised of employees at and from 4455 North Mackenzie Avenue, Williams Lake, BC (Williams Lake Power Plant), except management, supervisor and office staff and those excluded by the Code.
- 1.02. Management and/or other non-bargaining unit staff may conduct bargaining unit work as per past practice, provided it does not directly result in the layoff of a regular employee.
- 1.03. All employees shall, upon being hired, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. Said employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after fifteen (15) days' written notice of same from the Union to the Company. 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.
- 1.04. The Company agrees to deduct initiation fees, assessments and dues from any employee's wages when the Company receives signed authorization from the employee to do so. Such monies shall be paid to the Union, accompanied by a list in alphabetical order, of the employees for and on behalf of whom such deductions have been made. Said list and deductions to be sent by the Company to the Union by the fifteenth (15th) day of the month following the month in which the deductions were made.
- 1.05. The Union shall have the right to appoint a shop steward at the plant and shall notify the Company in writing of the appointment(s). The shop steward(s) will not absent himself/herself from his/her work for any reason related to union business without prior management approval, such approval will not be unreasonably withheld.

2. Company's Rights

- 2.01. The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Company has are retained solely and exclusively by the Company, including but not limited to the exclusive right to, manage the business and direct the work force, organize the work, contract out work, hire, discipline, promote, demote, transfer, discharge, and suspend for just cause.
- 2.02. The Company will not contract out work that will result in the lay-off of those who are regular employees.

3. Joint Committee

- 3.01. To advance harmonious relations between the Company and the Union, the Company and the Union shall appoint a Joint Committee.
- 3.02. The Committee shall meet, at the request of either party, to review the work program and matters associated with the administration of this Agreement with the intent of achieving uniformity of application of this Agreement. The Committee may also consider matters related to safety.

4. Discrimination

- 4.01. The Company shall make reasonable effort to provide a work environment free from discrimination and harassment on the basis of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, as provided for in the British Columbia Human Rights Code and association regulation.

5. Employees Classifications and Service

- 5.01. Employees are classified as:

- (a) Probationary Employees – Those employees who are advised upon their hire that they are hired to fill one of the established full-time positions within the plant on an on-going basis. During their probationary period they are to be considered temporary workers only, with no service rights recognized. Upon the successful completion of their probationary period they will become regular employees, with recognition of service. Said probationary period continues until completion of four hundred eighty (480) hours of work as a probationary employee.
- (b) Regular Employees – Those former probationary employees who have successfully completed their probationary period.
- (c) Temporary Employees - Those employees who are hired to temporarily fill in at pre-existing work positions and/or temporary positions, shall be allowed to fill such vacancy to a maximum of six (6) calendar months
- For Students (enrolled or expected to enroll in a recognized secondary or post secondary education program), the temporary period shall be a maximum of eighty (80) working days.
 - It is understood that with consultation with the Union said employees will recommence their working day period should they be rehired.

It is further understood that the Company will not utilize this provision to replace regular employees on an ongoing basis throughout the year.

- 5.02. The Company shall issue a list of all employees, with their hire date, upon the request of the Union. The list shall include the employee's address, phone number, current job category and social insurance number provided the employee has provided the Company written authorization of same.
- 5.03. For the purpose of this Agreement, "service" shall be the length of time a regular employee has been employed on a continuous basis dating from his/her original date of hire to present.

6. Job Categories

- 6.01. The following are the job categories as at the signing of this Agreement; it is understood the Company will determine the staffing levels and organizational requirements of the plant and that these may change over time.

Categories

Shift Engineer, Assistant Shift Engineer, Plant Engineer, Controls Specialist, Electrical/Instrument Technician, Electrical Technician, Instrument Technician, Maintenance Technician, Mechanical Maintenance Specialist, Utility Worker

- 6.02. It is understood and agreed that to continue their employment with the Company, all employees in the category of Plant Engineer must obtain a 4th Class Power Engineering Certificate within eighteen (18) consecutive months of their hire date. This time frame may be extended by mutual agreement between the parties under extenuating circumstances.
- 6.03. The following tickets/certifications are required in the specified position and therefore do not qualify for the Ticket Premium as provided in 10.04; this includes sequential tickets (e.g. 4th Class and 3rd Class come before 2nd Class), compensation for such tickets/certifications has been considered in the establishment of the pay rate for the job.

<u>Category</u>	<u>Required Ticket/Certification</u>
Shift Engineer	2 nd Class Power Engineer
Assistant Shift Engineer	3 rd Class Power Engineer
Plant Engineer	4 th Class Power Engineer
Mechanical Maintenance Specialist	Millwright
Electrical/Instrument Technician	Electrician & Instrumentation
Electrical Technician	Electrician
Instrument Technician	Instrumentation
Maintenance Technician	Millwright

Where not already required by applicable regulation, to continue their employment with the Company, all new employees in these categories who do not possess the require British Columbia and/or Interprovincial Certification must obtain either Certificate within eighteen (18) consecutive months of their new hire date.

- 6.04. In the event of the creation of a new job category, the rate of pay for the new job will be subject to negotiation between the Company and the Union once is has been in operation for two (2) months; for the interim period prior to the conclusion of said negotiations the Company will set the pay rate for the job. Rates for such new job categories will be determined bases on the relative worth of the newly established job, as compared to the existing jobs and their current rates. When the rate is agreed upon it shall be effective on the day the new job was established. If the parties are unable to agree on a new rate, an interest arbitrator will be retained to decide the matter.

7. Training and Development

- 7.01. The Company will ensure the consistent implementation of criteria regarding the eligibility for training, and conduct an assessment of the training relation to the Progression/Training Plan, as well as the evaluation of those employees being trained. The skill block requirements will be made available to all employees and the Union. Notification will go to all employees and the Union when any changes to the skill blocks occur.
- 7.02. The Plant Engineer category is comprised of a wage progression system, based on both acquisition of skill and progression of time. Plant Engineers will rotate through the seven x twenty-four (7x24) hour shift schedule, the relief shift and day/evening shifts as qualified. To progress to the next higher wage rate the employee must have demonstrated an acceptable level of competence in the skill(s) as identified in the applicable skill block(s) and have completed the time period(s) as measured from his/her date of entry. To be eligible for On the Job Training (OJT) as an Assistant Shift Engineer (Step F), the employee must have successfully completed Part A of the 3rd Class Power Engineering Certificate in addition to fully completing the previous skill block requirements. Any Plant Engineer whose application for a 3rd Class "permit" is rejected by the Boilers Branch will revert to the wage rate in which they are qualified and capable.

Plant Engineer

<u>Step</u>	Skill Blocks	Min. Time Period (months)
A	101-150	0-6
B	151-200	6-12
C	201-250	12-18
D	251-300	18-30
E	301-350	30-48
F	OJT	n/a

The skill block requirements for each step are subject to review by the "Skill Block Committee".

- 7.03. The Company will reimburse regular employees who are enrolled, with the pre-approval of the Company, in a Power Engineering Certificate Program or any other program required by the Company, in a Power Engineering Certificate Program or any other program required by the Company. Said reimbursement to be one hundred percent (100%) of the following specified reasonable costs incurred upon the employee's successful completion and obtaining of each exam required for a 4th Class Ticket, 3rd Class Ticket, 2nd Class Ticket and 1st Class Ticket:
- (a) cost of books and tuition; and;
 - (b) cost of travel, accommodation, and lost-time wages required to write test.
- 7.04. Suitable 'in school' tutorial training will be supported for eligible employees who are completing Part A or B of the examinations required to obtain the following Power Engineering Certificates:

3 rd Class Ticket	-	two (2) weeks
2 nd Class Ticket	-	four (4) weeks

These employees will receive their regular wages for this time, to a maximum of forty (40) straight-time hours per week and fifty dollars (\$50.00) living allowance per day to a maximum of five (5) days per week. To be eligible employees must have completed two (2) or more years of service with the Company. This support shall be given once only to each eligible employee for each ticket class. Only one (1) employee may be away at one time. An absolute annual maximum of three (3) employees may utilize this support for each ticket class.

- 7.05. It is understood that if, due to the government's scheduling of an exam, an employee is required to write an exam on a day he/she would have otherwise worked as part of his/her normal schedule, that employee will be paid his/her regular wages for that day regardless of the outcome of the exam.
- 7.06. The Company agrees to document time related to a particular trade for consideration for Trades Qualification purposes for any employee who requests it. In such case the employee shall provide to the Company in writing the training hours by date and work activity.

8. Promotions and Lay-Offs

- 8.01. (a). Permanent job vacancies are posted for a period of ten (10) days in the lunch room in addition to the normal Company posting process; any regular employee interested in the opportunity shall apply to the Company through the Company application process in writing with a current resume. Promotions are awarded to the regular employee applicant with the most skill and ability, and related job experience with the Company, where these are equal the employees' service will determine. Should no applicant have the required skill and ability, and related job experience with the Company, the Company may hire to fill the opportunity. An employee absent from work in accordance with Article 12 or Article 15 shall be given opportunity to apply for a permanent job vacancy by notifying his/her supervisor in writing prior to his/her absence of his/her interest should a particular job be posted during his/her absence, as well as providing a telephone number at which he/she can be contacted; the employee must then comply with the other parts of this provision.

(b). A job vacancy due to temporary work assignment and/or modified duties for more than sixty (60) days will normally be filled at entry level. In such case, if the position cannot be filled due to lack of required ticket/certification within the plant, the Company can temporarily fill the position from outside the plant, utilizing a temporary employee when available.

- 8.02. (a). The principle in cases of lay-off shall be that when skill and ability, and related job experience with the Company, are equal the employee with the least service shall be laid off first. When a regular employee is laid-off he/she shall maintain his/her service and right to recall for twenty-four (24) months from the date of layoff and be subject to recall based on the same principle as in lay-off. Should the employee not be recalled during this twenty-four (24) month period, upon the expiration of said period, the employee's employment is terminated. A laid-off employee is responsible to ensure the Company has his/her up-to-date address and telephone number.

(b). Should a recall occur, applicable laid-off employees will be offered the opportunity to fill any position they have previously held or are capable of; in such case, the wage rate of the job classification shall apply.

- 8.03. For the purposes of this Agreement, "skill and ability, and related job experience with the Company" will include all identified required tickets and certifications as in 6.03 foregoing and/or skill blocks.

9. Hours of Work

- 9.01. The regular hours of work shall be either (8) hours per day, forty (40) hours per week, 8:00a.m. to 4:30p.m., from Monday to Friday; in such cases overtime is paid for hours worked in excess of eight (8) in a day or forty (40) in a week.

In the case of other shifts, such as those described in 9.02 below, which are in excess of eight (8) hours in length but averaging forty (40) hours per week over an averaging period, overtime is paid for work in excess of the established daily hours, or forty (40) hours per week calculated over the averaging period.

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

- 9.02. The Company will give twenty-one (21) days notice of change to any existing shift schedule pattern. The Company will give fourteen (14) days notice of any change to the starting and stopping times of shifts. In such cases the Company will consult with the Union before implementing said changes.

For clarification, the shifts in existence at the date of ratification of this Agreement are:

- (a) Eight (8) Hour Shifts – Monday to Friday; 7:00a.m. to 3:00p.m. and 5:00p.m. to 1:00a.m.; hours worked beyond eight (8) in a day or forty (40) in a week are paid at overtime rate.
- (b) Eight and one half (8.5) Hour Shifts – Monday to Friday; 7:30a.m. to 4:30p.m.; hours worked beyond eight and one half (8.5) in a day, or forty (40) in a week over an averaging period, and are paid at overtime rate.
- (c) Ten (10) Hour Shifts – Monday to Thursday and Tuesday to Friday; 7:00a.m. to 5:30p.m.; hours worked beyond ten (10) in a day or forty (40) in a week are paid at overtime rate.
- (d) Twelve (12) Hour Shifts – Sunday to Saturday; 6:30a.m. to 6:30p.m. and 6:30p.m. to 6:30a.m.; hours worked beyond twelve (12) in a day, or forty (40) in a week over the averaging period, are paid at overtime rate.
- (e) Relief Employees – work various schedules as required; hours worked beyond forty (40) in a week over an averaging period are paid at overtime rate.

The current shift schedule patterns are as set out in Schedule "B".

- 9.03. Regular employees may temporarily exchange shifts between themselves provided they have the prior written approval of management and it does not result in any incremental cost to the Company.
- 9.04. Employees receive two (2) paid fifteen (15) minute rest periods during each shift, one in the first half of the shift, the other in the second half of the shift. These periods will be observed at regular times when reasonable possible, but it is understood they may be varied based on the needs of the plant.
- 9.05. Employees, other than those working twelve (12) hour shifts or other shifts instituted by the Company that require the employee to work straight through lunch, receive a one-half hour unpaid lunch break each shift. Employees who are required to work through their regularly schedule work breaks, shall have the right to take their break at the next opportune time. If no break is taken during the day, they shall be paid for said break at applicable rates.
- 9.06. Employees are eligible for a hot meal supplied by the Company as follows:
- (a) Upon completion of at least two (2) consecutive hours of unscheduled overtime work, either immediately before or after the employee's regular shift; an additional hot meal will be provided for each additional consecutive four (4) hours of unscheduled overtime worked; or
 - (b) In a case of an emergency call-in of more than three (3) consecutive hours duration.
- It is understood all overtime meals require the approval of the Shift Engineer on duty. At the employee's option, the employee may elect to be paid a twenty dollar (\$20.00) hot meal allowance in place of said Hot Meal; in such case it is understood that the combined value of a hot meal(s) and/or hot meal allowance(s) in a shift shall not exceed the total value as if it had only been taken as either a hot meal or a hot meal allowance.
- 9.07. It is generally intended that overtime work opportunities will be distributed amongst regular employees. It is understood the intent is that over a period of time employees will receive reasonable equitable opportunities for overtime work, but that the needs of the plant, coupled with the employee's availability and recognized skill and ability, and related job experience with the Company, will govern.
- 9.08. Any employee called in to work beyond his/her regular hours or shifts shall be paid at overtime rate, with a minimum of three (3) hours at double-time
- 9.09. The following Banked Time in Lieu of Overtime agreement shall apply:
- Bank time balances may be accumulated up to sixty **(60) hours**. When the bank is drawn down below **sixty (60) hours**, it may be topped up again to **sixty (60) hours**. **Awarding of this time off is done at management's discretion.**
 - An employee will not be able to replace scheduled vacation leave with banked time off.

Time off from an employee's overtime bank requires the approval of the Plant Management.

- Subject to the following, all unused overtime bank will be paid out in the last pay period of the calendar year. Up to twenty-four (24) hours of banked time can be carried over to be used by the end of January of the following year; any such banked time unused by the end of January will be paid out.
- An employee's banked time hours may be paid out at the request of the employee at the rate of pay in which it was earned.

10. Wages and Pay Procedures

10.01. Wage rates and pay premiums are as in Schedule "A" attached.

10.02. Wages, in accordance with Schedule "A", will continue to be paid bi-weekly and each employee shall be furnished with an itemized statement of earnings and monthly deductions, including year-to-date registered retirement savings plan contribution amounts, both Company and employee. Year-to-Date figures will be included on the cheque stub.

10.03. The hourly wage rates as at the ratification of this Agreement will be increased as follows; the pay rates in Schedule "A" include these increases:

Effective	Increase
January 1, 2021	1.5%
January 1, 2022	1.5%
January 1, 2023	2.0%

10.04. Ticket Premium - Monthly premiums, as shown in Schedule "A" hereto, are paid to regular employees and probationary employees for tickets/certifications recognized by the Company, but not required in the employee's position other than as described in 6.03 foregoing; these premiums are cumulative.

10.05. The Company will provide each active employee a car wash ticket once each four (4) weeks for the purpose of washing his/her personal vehicle that he/she uses for travelling to and from work.

10.06. It is understood that a temporary work assignment does not change the wage rate of an employee, except when temporarily working at a job with a higher pay rate for four (4) or more consecutive shifts the employee shall be paid the higher wage rate, commencing from the beginning of the first shift.

10.07. Regular employees will continue to be eligible for the Annual Bonus Plan, effective January 1, 2012 the formula for the bonus will be as outlined in Schedule C.

10.08. An employee who works a scheduled shift, one-half ($\frac{1}{2}$) or more of which falls between 16:00 and 08:00 hours shall receive a shift differential of one dollar and fifty cents (\$1.50) for each hour of that shift. When the employee is working at premium rate, shift differential is only paid for applicable regularly scheduled hours worked on Statutory Holidays.

11. Statutory Holidays

With respect to holidays with pay the following provisions will apply to employees:

11.01. The following days will be recognized as paid statutory holidays for employees:

New Year's Day	Good Friday	Victoria Day
Canada Day	British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Eve Day
Christmas Day	Boxing Day	Family Day

Any additional holidays proclaimed by the Federal or Provincial governments will be recognized as paid statutory holidays.

The pay for the statutory holiday is based on the employee's regular work shift (e.g. 12 hour shifts, 10 hour shifts, 8 hour shifts).

- 11.02. All employees who work on a day recognized as a Statutory Holiday Shift shall be paid at overtime rate for all hours so worked; recognized holidays which fall on a Saturday or Sunday will be observed on the closest working day, unless mutually agreed otherwise. Employees who work the recognized statutory holiday shift and also qualify for the paid statutory holiday, will in addition to the pay for working the holiday, be paid the statutory holiday pay.
- 11.03. Notwithstanding the foregoing provisions of this article, those employees working a continuous shift schedule continue to work their shift schedule without additional time off resulting from statutory holidays. If they work on a holiday shift, they are paid in accordance with 11.02 foregoing; if the holiday falls on one (1) of their rest days, they are paid a regular day's pay (e.g. 12 hours pay) for the statutory holiday.
- 11.04. It is agreed that temporary employees and probationary employees must have worked thirty (30) days prior to the Statutory Holiday to qualify for Statutory Holiday pay.
- 11.05. Notwithstanding the foregoing provisions of this article, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of thirty (30) calendar days, unless he/she is absent on vacation with pay or for any other valid reason as determined by the Company; in any event the employee must return to work within sixty (60) calendar days of the holiday.

12. Annual Vacations With Pay

12.01. With respect to annual vacations and vacation pay the following provisions will apply to regular employees:

On or after the:	Annual Entitlement	Vacation Pay Based on Regular Earnings
First vacation anniversary (January 01)	160 hours	8%
Seventh (7 th) vacation anniversary	200 hours	10%
Twentieth (20 th) vacation anniversary	240 hours	13%

- 12.02. The employee's vacation eligibility is calculated based on his/her service with the Company. The Annual Vacation Leave for an employee's first year with the Company shall be a pro-rated amount based on the employee's start date, to the end of December of the calendar year which the employee was hired.
- 12.03. An employee First Vacation Anniversary shall be the January first (1st) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January first (1st) each year.
- 12.04. An employee who terminates during a calendar year, shall be entitled to pro-rata ratio of their annual vacation leave compared to the number of calendar days in the year. If, on the date of termination, the employee has used more than their pro-rata ratio of the vacation leave, for that point in time in the calendar year, the employee shall reimburse the Company for any used portion of the annual vacation leave in excess of the employee's pro-rata ratio of vacation leave entitlement.
- If, on the date of termination, the employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company shall pay the employee for their unused pro-rata ratio of vacation leave entitlement.
- 12.05. When on vacation with pay, the employee's regular pay continues. At the end of each year, each employee's vacation pay for that year is reviewed to ensure the greater amount as called for in 12.01. is paid.
- 12.06. The vacation year is from January 1st to December 31, inclusive. Employees shall take a minimum of eighty (80) hours of vacation each vacation year, except the first year. Untaken vacation, within said eighty (80) hours will be scheduled by management. Vacations cannot normally be carried over from one year to the next. Employees with outstanding vacation at December 31 will be paid the outstanding amount of vacation pay,

except in special circumstances, as approved by management; said vacation pay is the greater of the untaken vacation hours times the employee's regular job rate or as provided for in 12.01. In cases of special circumstances employees may carry forward up to eighty (80) hours of paid vacation into the next year to be taken during that next year.

12.07. Vacations will be scheduled at mutually agreeable times to ensure the effective operation and maintenance of the plant will not be impaired. Vacation schedules shall be submitted to the Company by the end of March for approval, exceptions due to special circumstances will be considered by the Company, and it is acknowledged that these will include the occasional need for the employee to provide short-term notice for an unforeseen personal reason.

12.08. Vacation accrual will be suspended after an employee has been away from work for seventeen (17) weeks due to illness. The accrual will resume when the employee returns to work.

Vacation pay for temporary employees and probationary employees will be determined in accordance with the Employment Standards Act.

13. Health and Welfare Benefits

13.01. The Company will continue to provide at no cost to eligible regular employees the same, or equivalent, group insurance and health and welfare plans as are in force at the date of ratification of this Agreement. Coverage is subject to the terms and conditions of the plans as set out in the insurance policies and/or plan booklets. Copies of plan booklets will be made available to employees and the Union. When considering a change of insurance plan carrier(s), the Company will meet with the Union and review the terms of the proposed new plan(s) to ensure it is the same or equivalent to the existing plan(s), prior to the Company's final decision regarding the implementation of the new plan(s). The Union and/or the Company may utilize the assistance of an outside representative in the conduct of said meeting.

13.02. Areas of benefit include the following; the coverages are as generally set out, the specific provisions of the appropriate policies and/or plans will prevail:

Life Insurance

- employee: two hundred percent (200%) of base annual earnings to maximum benefit of two hundred fifty thousand dollars (\$250,000.00)
- dependents: ten thousand dollars (\$10,000.00) spouse, five thousand dollars (\$5,000.00) each child

Accidental Death & Disbursement

- employee: two hundred percent (200%) of base annual earnings to maximum benefit of two hundred fifty thousand dollars (\$250,000.00)

Short-Term Disability

- commences the first day of disability, both work related and non-work related
- maximum seventeen (17) weeks duration or age 65
- first four (4) weeks at one hundred percent (100%) of base earnings ; additional two (2) weeks at one hundred percent (100%) of base earnings for each completed year of service
- remainder of seventeen (17) weeks duration of disability at seventy-five percent (75%) of base earnings to a maximum weekly benefit of one thousand three hundred and fifty dollars (\$1,350.00)

Long-Term Disability

- sixty-six and two-thirds percent (66.66%) of base earnings to a maximum monthly benefit of six thousand dollars (\$6,000.00)
- definition of disability: first twenty-four (24) months - own occupation, thereafter – any occupation
- employees who have already established a claim and were in receipt of LTD benefits prior to June 24, 2005 will continue to receive their benefits at seventy-five percent (75%) of base earnings to a maximum of monthly benefit of six thousand dollars (\$6,000.00) for any current or future claims considered a continuation of said claim and not a new claim.

Medical Services Plan

- basic medical expenses

Extended Health Benefits

- one hundred percent (100%) benefit
- annual deductible: twenty-five dollars (\$25.00)
- vision care: two hundred fifty dollars (\$250.00) each twenty-four (24) months. Effective January 1, 2013, increase two

hundred fifty dollars (\$250.00) to three hundred dollars (\$300.00). Effective January 1, 2016, increase three hundred dollars (\$300.00) to four hundred dollars (\$400.00).

Dental

- Plan A: basic services, one hundred percent (100%)
- Plan B: major services, fifty percent (50%)
- Plan C: orthodontics, fifty percent (50%) to three thousand dollars (\$3,000.00) lifetime maximum, covers dependent children. - Plans A and B combined: the annual maximum is three thousand dollars (\$3,000.00). Effective January 1, 2013, increase from three thousand dollars (\$3,000.00) to three thousand five hundred dollars (\$3,500.00). Effective January 1, 2016, increase from three thousand five hundred dollars (\$3,500.00) to three thousand seven hundred fifty dollars (\$3,750.00).

Business Travel Accident

- one hundred thousand dollars (\$100,000.00)

- 13.03. Coverages as shown in 13.02 will continue for eligible regular employees who are laid-off for a period of three (3) months from the date of lay-off, excepting Short-Term Disability and Long-Term Disability which cease immediately upon lay-off.

In the case of an employee who is in receipt of either Short-Term Disability or Long-Term Disability benefits and subsequently would otherwise have been laid-off, his/her eligibility for continuance of said benefits will be unaffected by the lay-off.

14. Retirement

- 14.01. The Company will continue to provide to regular employees the same, or equivalent, Group Registered Retirement Savings Plan as is in force at the date of ratification of this Agreement (currently "The Sunlife Financial Company Policy No 93513"). The terms and conditions of the plan are as set out in the plan documents. Copies of plan booklets will be made available to employees and the Union.
- 14.02. The Company's contribution is seven percent (7%) of that plan member's regular earnings for the period, increasing to eight percent (8%) upon the plan member's achievement of fifteen (15) years' continuous service with the Company.

15. Leave of Absence

15.01. Bereavement Leave

When a death occurs to a member of a regular employee's immediate family, the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular rate of pay for his/her regular work schedule to a maximum of three (3) days. The employee's immediate family are defined as the employee's spouse, child or ward, parent, grandparent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and grandparent-in-law.

15.02. Jury Duty Leave

A regular employee who is required to perform jury duty on a day on which he/she would otherwise have worked as part of his/her regular shift schedule will be granted leave of absence for the period he/she is required to perform said duty. Said employees who are required to miss work to comply with the provisions of this section will be paid the difference between their lost-time regular wages and any other payment(s) made to them. It is understood the employee is to report to work as soon as is practical.

15.03. Personal Leave of Absence

An eligible employee may apply for an unpaid personal leave of absence for a duration not to exceed thirty (30) consecutive days. The Company shall grant such leave request if no other employee is away on such leave and the employee can be replaced without the Company incurring incremental cost. To be eligible, the employee must make written application a minimum of thirty (30) days prior to the commencement of the leave, have been employed a minimum of five (5) years and not have been away on such leave within the last five calendar years.

15.03.01. A leave of absence without pay that does not meet the above criteria may be granted to an employee at the discretion of the Company.

15.04. Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.

Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

15.05. A leave of absence without pay for full-time union employment shall be granted in the event that an employee becomes a full-time official of the Union, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority as if he had remained in continuous employment. He shall have the right, at any time upon giving thirty (30) days' notice, to return to his previous position or to such other position to which he may be promoted.

16. Health, Safety and Environmental

- 16.01. The Company and the employees accept their responsibilities regarding the establishment and maintenance of a healthy, safe, and environmentally responsible workplace as required by federal and provincial law, or any other authority with lawful jurisdiction.
- 16.02. A Joint Health, Safety and Environmental Committee will be established, consisting of two (2) representatives selected by the Company and two (2) representatives selected by the Union. This committee shall meet at least monthly, or earlier at the call of either party. The role of this committee shall be to advise and recommend to management in the areas of health, safety and environmental matters. The Company shall take appropriate action on recommendations made by the Committee.
- 16.03. Any employee who has a health, safety, or environmental concern shall notify the Company and/or a JHSEC committee member immediately who will then notify the Company, so that appropriate action may be taken.
- 16.04. The Company will supply each new employee with the following safety equipment, where required on the job, at no cost to the employee.

- Gloves
- Hearing Protection
- Eye Protection
- Coveralls
- Respiratory Protection
- Hard Hats
- Raingear (on a common use basis)
- Rubber boots

The Company will reimburse those regular employees who require Winter Coveralls in their work, the cost of his/her purchasing one (1) set of Winter Coveralls, to a maximum of one hundred and fifty dollars (\$150.00). The Company will provide cleaning of the coveralls as found required. The Company will reimburse, as provided foregoing, replacement of said coveralls, provided they are presented worn or damaged beyond repair through normal use. It is the employee's responsibility to ensure the proper use and safekeeping of said coveralls.

The Company will reimburse each regular employee the cost of his/her purchasing one (1) pair of safety work boots each twelve (12) months or when deemed necessary by the Joint Health, Safety and Environmental Committee, to a maximum of two hundred and fifty dollars (\$250.00) per pair. ***If an employee chooses instead to buy a higher quality boot less frequently, the Company will reimburse the employee the cost of one (1) pair of safety work boots for a twenty-four (24) month period, to a maximum of five hundred dollars (\$500.00) for the twenty-four months.*** Eligibility for the safety footwear subsidy is on the following basis:

- All footwear must be approved as per the Company PPE standards and will be reimbursed in accordance with Company policy.

- Temporary employees must have completed thirty (30) days of continuous employment with the Company in order to receive the subsidy.

17. Technological Change, Organizational Restructuring, Permanent Plant Closure

- 17.01. The Company will give the Union sixty (60) days written notice prior to the lay-off of any regular employee as a direct result of the implementation of a technological change and/or organizational restructuring, or permanent closure of the plant.
- 17.02. A regular employee whose position is eliminated as a result of the implementation of a technological change and/or restructuring will have the option of:
- (a) transferring to another job category should he/she have the required skill and ability related job experience with the Company, and service, or
 - (b) terminating his/her employment and receiving severance pay as described in 17.04 following.
- 17.03. Regular employees terminated by the Company as a result of the permanent closure of the plant will receive severance pay as described in 17.04 following.
- 17.04. Eligible regular employees shall receive severance pay, in addition to other monies owed, in the amount of eighty (80) hours' regular pay for each completed year of continuous service as a regular employee, to a maximum of one thousand two hundred (1,200) hours' regular pay. Severance pay also applies to employees whose employment is terminated as a result of lay-off in accordance with 8.02 and that the severance pay amount will be based on the employee's service at the date of layoff.

18. Grievance Procedure

- 18.01. Any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation and/or any alleged violation thereof shall first be taken up by the employee, with or without a shop steward, with his/her supervisor on an informal discussion basis. If no satisfactory resolution is achieved as a result of the informal discussion, the matter shall be finally and conclusively settled as hereinafter provided.

Stage One: The employee involved, with or without the shop steward, shall take up the matter with the supervisor directly in charge of the work within twenty-one (21) days of the date of the incident causing said grievance. The employee shall set out in writing his/her grievance and provide a copy to the supervisor.

Stage Two: Failing resolution at Stage One the shop steward, with or without the grievor, shall take up the matter with plant management, with or without the supervisor.

Stage Three: Failing resolution at Stage Two the matter shall be referred to Arbitration as set forth in 18.05 by written notice of same from the grieving party to the other party.

- 18.02. If a grievance is not advanced to Stage Two within seven (7) days after completion of Stage One, or Stage Three within thirty (30) days of the completion of Stage Two, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The Company will advise the employee or the Shop Steward, as the case may be, of its decision no later than thirty (30) days after each meeting ending Stage One and/or Stage Two. These time limits are mandatory and may only be extended upon mutual agreement of the parties.
- 18.03. Grievances put forth by the Company or the Union (policy grievances) will commence at State Two and must be commenced within the later of fourteen (14) days of the incident causing the grievance or the Company's or Union's (as the case may be) first knowledge thereof.
- 18.04. Upon mutual agreement of the parties, following completion of Stage Two and prior to completion of Stage Three, a Joint Grievance Panel may be formed; in such case all time limits in 18.02 foregoing are frozen for the duration of the Panel. Such Panel shall have the power to resolve the matter at hand. Said panel will be comprised of two (2) members nominated by the Union and two (2) members nominated by the Company. A majority decision of the Panel shall be final and binding on the parties and shall be carried out forthwith. Either party may, by written notice to the other party at any time during the appointment of the Joint Grievance Panel, refer the matter back to Stage Three of the Grievance Procedure and upon conveyance of said notice the Panel is disbanded forthwith.
- 18.05. (a) Upon receipt of written notification in accordance with 18.01 Stage Three, the parties will mutually agree upon a single arbitrator. If the parties are unable to mutually agree on the selection of a single arbitrator within seven (7) days of receipt of the written notification in accordance with Stage Three, either party may request the Honorable Minister of Labour of the Province of British Columbia to appoint the required arbitrator. The award of the arbitrator shall be final and binding upon the parties.
- (b) Upon mutual agreement, in place of the single arbitrator, the parties may choose to employ an arbitration board of three (3) members. In such case, each party shall appoint a member to the board; said members to agree upon an independent chairperson for the board. If the members are unable to agree upon a chairperson for the board within seven (7) days of the appointment of the member representing each party, either party may request the Honorable Minister of Labour of the Province of British Columbia to appoint the required arbitrator. In such case the majority award of the board shall be final and binding upon the parties.
- (c) In either case, it is the intent of the parties that the arbitration hearing will be concluded and the written award given within thirty (30) days of the written notification referred to in 18.01 Stage Three.

- (d) Any arbitration held hereunder shall be held in the City of Williams Lake or at such other place as may be mutually agreed by the parties.
 - (e) The parties shall bear in equal proportions the costs, including associated expenses, of the single arbitrator or the arbitration board chairperson, as the case may be.
- 18.06. Past disciplinary notices shall be deemed void after an employee has maintained a clear record with no infraction for twenty-four (24) months. After the twenty-four (24) month period, the disciplinary notices shall be removed from the employee's Personnel file. The Union and the Company may mutually agree to increase or decrease the period that past disciplinary notices are deemed void and removed from the employee's Personnel file
- 18.06.01. In disciplinary actions involving serious or legal misconduct, resulting in a suspension of three (3) days or more, that are not progressive in nature, are not subject to removal in accordance with Clause 18.06 and will remain on the employee's personnel file.
- 18.07. If the Company issues a notice of investigation towards an employee, a shop steward must be present. The results of this investigation will be made known as soon as reasonably possible.

19. Strikes and Lockouts

- 19.01. There shall be no strikes or lockouts by the parties to this Agreement during the term of the Agreement.


20. Term of Agreement

- 20.01. This Agreement shall be in full force and effect from **January 1, 2021** to and including December 31, **2023** and from year to year thereafter, until a new agreement is negotiated or until a legal strike or legal lockout commences. Either party shall by written notice, within four (4) months preceding the date of expiry of this Agreement require the other party to this Agreement to commence collective Bargaining.
- 20.02. The parties hereto agree that Section 50 (2) and (3) of the Labour Relations Code of British Columbia, S.B.C. 1992C 82 shall not apply to this Agreement.

Signed this 23rd day of December, A.D. 2020

United Steel Workers 1-2017 (USW)





Atlantic Power Services Canada LP

By: Atlantic Power Services Canada GP Inc.,
its General Partner





Erica Maginn

Schedule “A” As referred to in Article 10 (Wages and Pay Procedures) of this Agreement, payment of Wages shall be as follows:

Ticket Premium-- Premium paid to regular and probationary employees for those tickets/certifications recognized by the Company, but not required in their position; these premiums are cumulative.

	<u>Per Month</u>
1. Power Engineer	
4 th Class	\$100.00
3 rd Class	\$125.00
2 nd Class	\$150.00
1 st Class	\$175.00
2. Trades Qualification	\$100.00
3. First Aid	
Level 3	\$85.00
Level 2	\$70.00

Class. Code	Classification Title	2021	2022	2023
		Eff. 2021 Jan 1	Eff. 2022 Jan 1	Eff. 2023 Jan 1
6200	Shift Engineer	\$ 55.45	\$ 56.28	\$ 57.41
6201	Assistant Shift Engineer	\$ 51.54	\$ 52.31	\$ 53.36
6203	PE-F	\$ 49.10	\$ 49.83	\$ 50.83
6203	PE-E	\$ 41.59	\$ 42.22	\$ 43.06
6203	PE-D	\$ 37.17	\$ 37.73	\$ 38.48
6203	PE-C	\$ 35.07	\$ 35.59	\$ 36.31
6203	PE-B	\$ 33.07	\$ 33.56	\$ 34.24
6203	PE-A	\$ 31.20	\$ 31.67	\$ 32.30
6214	Mechanical Maintenance Specialist	\$ 55.45	\$ 56.28	\$ 57.41
6206	Controls Specialist	\$ 55.45	\$ 56.28	\$ 57.41
6207	Electrical/Instrument Technician	\$ 52.93	\$ 53.73	\$ 54.80
6208	Electrical Technician	\$ 50.38	\$ 51.14	\$ 52.16
6209	Instrumentation Technician	\$ 50.38	\$ 51.14	\$ 52.16
6210	Maintenance Technician	\$ 50.38	\$ 51.14	\$ 52.16
6212	Utility Worker	\$ 28.03	\$ 28.45	\$ 29.02
6213	Maint & Materials Tech	\$ 42.80	\$ 43.44	\$ 44.31

There will be a one-time signing bonus of two thousand five hundred dollars (\$2,500), payable to all members upon ratification of this Agreement in 2020.

Schedule “C” – Short Term Incentive Plan (STIP)

The Company believes that the performance of its employees is enhanced through hard work and dedication and this results in improved performance at each plant and collectively at all of the Company's plants. Therefore, to complement the Company's compensation program, the Company provides a Short Term Incentive Plan (STIP) to eligible regular employees. The plan is based upon:

- Company Goals and Plant Goals, which together comprise an Annual Incentive Program (AIP), which considers corporate objectives and plant objectives, such as Health & Safety, Environmental, Operational Performance, and Financial Objectives; these measures are annually set;
- Employee performance is calibrated on a scale, and includes both technical and soft skills; these measures are annually set;
- The target incentive for eligible employees is 5% base earnings;
- The program pays out at target in years where Company, Plant and Employee performance targets are met.
- When Company performance, Plant performance and Employee performance targets are exceeded, the plan will pay out above target;
- When Company performance, Plant performance and Employee performance targets are not met, the plan will pay out below target;
- Regular employees are eligible for participation in the Plan, provided the employee has achieved regular status by October 1st of that year;
- Employees who terminate their employment with the Company before the date the payment is made forfeit all entitlements under the Plan.

Letters of Understanding

between

Atlantic Power Services Canada LP

(hereinafter called the "Company")

Of the First Part

• and –

United SteelWorkers 1-2017 (USW)

(hereinafter called the "Union")

Of the Second Part

Letter #1 – Trade Apprenticeship(s)

Both parties agree to work cooperatively to provide opportunities for trades apprenticeships as they occur.

This Letter serves as a replacement of the Letter of Understanding re: Apprenticeship, dated August 2, 2005.

The Company will:

- a) Sponsor the employee as an indentured apprentice, and will coordinate placement within the apprenticeship program with the appropriate government agency. It is understood that the employee may be required to write some exams to determine his/her initial placement level within the program.
- b) Be responsible for all aspects of administration related to the apprenticeship program, interaction with the government agencies, etc. The apprentice will provide reasonable notice of school dates so as to minimize disruption to scheduling of other employees.
- c) It is understood that this opportunity is not intended to change the present allocation of positions within the organization of the plant. Although indentured as an apprentice, the incumbent will continue to provide necessary relief and be subject to a relief schedule. When not required in a relief capacity, the Company will provide apprenticeship qualifying time opportunities.
- d) The successful candidate will be subject to the following provisions with respect to pay:

- (i.) Upon entry into the apprenticeship program, the pay rate will be 70% of the Journeyman rate, per Schedule "A", or the incumbent's existing rate of pay to a maximum of Plant Engineer, if already recognized at this level.
 - (ii.) Upon successful completion of year one of the apprenticeship program, the pay rate will be 80% of the Journeyman rate, per Schedule "A", or the incumbent's existing rate of pay to a maximum of Plant Engineer, if already recognized at this level.
 - (iii.) Upon successful completion of year two of the apprenticeship program, the pay rate will be 90% of the Journeyman rate, per Schedule "A" or the incumbent's existing rate of pay to a maximum of Plant Engineer, if already recognized at this level.
 - (iv.) Upon successful completion of the Apprenticeship, the incumbent will become a Journeyman. If there is no vacancy at the time for a position requiring such skills, the incumbent will remain in the Plant Engineer, Relief position, and will be eligible to be paid a premium in accordance with 10.04 of the Collective Agreement.
 - (v.) With respect to the above pay categories, it is understood that the incumbent will move from one year of the program to the next successive year when so recognized by the government agency responsible for program coordination. Due to the part-time nature of available qualifying time, this will not be synonymous with any calendar year or other twelve (12) consecutive month period. It is also recognized that the incumbent's initial placement into the program may begin at a level greater than year one; depending upon his/her qualifications, as determined by the government agency.
- e) The Company will pay the incumbent his/her regular wages during those periods he/she will be attending school as part of his/her apprenticeship training.
 - f) The Company will reimburse the incumbent incurred costs for text books and course materials prescribed by the government apprenticeship program; these monies are payable by the Company upon his/her attainment of Journeyman status.

The Incumbent will:

- a) Pay all costs related to travel and accommodation while attending school as part of the apprenticeship program.
- b) Withdraw from the apprenticeship program if he/she fails to pass two (2) successive government exams. In this case, the incumbent will be placed in the Plant Engineer role and be paid at the rate of Plant Engineer they previously held. He/she will be ineligible to apply for any future apprenticeship opportunities.
- c) In the case of his/her withdrawing from the program for any other reason, be placed in the Plant Engineer role and be paid at the rate of Plant Engineer they previously held. He/she will be ineligible to apply for any future apprenticeship opportunities.

Signed this _____ day of _____ 2019 A.D.

United Steel Workers 1-2017 (USW)

Atlantic Power Services Canada, LP
By: Atlantic Power Services Canada GP Inc.,
its General Partner
