

MASTER AGREEMENT
BETWEEN
BEAMAC INSTALLATIONS LTD.
AND
UNITED STEELWORKERS LOCAL 1-2017



April 1, 2019
TO
March 31, 2021

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MASTER AGREEMENT

THIS AGREEMENT entered into this 18th day of April, 2019.

BETWEEN:

BEAMAC INSTALLATIONS LTD.

(Hereinafter known as the "Employer")

AND:

UNITED STEELWORKERS, (USW) LOCAL 1-2017, Affiliated with C.L.C.

(Hereinafter known as the "Union")

PREAMBLE:

The purpose of this Agreement is to secure for the Employer, 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 Employer and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Employer 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 Employer 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:

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

Section 2:

The Employer agrees that the bargaining authority of USW Local 1-2017 shall not be impaired during the terms of this new Collective Agreement. The Employer further agrees that the only certification they will recognize during the term of this new agreement is that of the United Steelworkers, Local 1-2017 unless ordered by due process of the law to recognize some other bargaining authority.

Section 3: Meetings

The Employer 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 4: Access to Operation

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

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

ARTICLE III - Union Security

Section 1: Cooperation

The Employer 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 enter the employment of the Employer shall, after thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

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

Section 4: Discharge of Nonmembers

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 Employer 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 Steelworker's Constitution* and in accordance with the By-Laws of the Local Union.
- b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6: Check-off

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

 UNITED STEELWORKERS CHECK-OFF	 UNITED STEELWORKERS CHECK-OFF
DATE _____ YEAR _____	NAME OF EMPLOYER _____
<u>PLEASE PRINT</u>	OPERATION _____
EMPLOYEE _____	BIRTHDATE (DD/MM/YYYY) _____
EMAIL _____	CELL _____ PHONE _____
MAILING ADDRESS _____	CITY _____ POSTAL CODE _____
SOCIAL INSURANCE NO. _____	Are you a member of the United Steelworkers? _____
In what operation were you last employed? _____ Local Union _____	
I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts set out below: 1. Union Initiation Fees in the amount of \$ _____ 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.	
I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, 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.	
SIGNATURE OF APPLICANT _____	
EMPLOYEE NO. _____	

Keep Original, Forward YELLOW copy to Local Union

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

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

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

Section 7: Social Insurance Number

The Employer 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 Employer, whichever date last occurs.

ARTICLE IV Shop Committee

Section 1: Definition

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

Section 2: Composition

The Shop Committee shall consist of not less than two (2) employees and not more than three (3) employees with completed probationary period of employment with the Employer, who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

Section 3: Notification

The Union will notify the Employer in writing of the members of the Shop Committee. The Union will also inform the Employer in writing when any member change takes place on the said Committee.

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

Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to Article XVII - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V Hours of Work

Section 1: Hours and Overtime

- a) The regular hours of work in all the operations shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week except as provided in (b).
- 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 by employees who have worked five (5) shifts during the preceding six (6) days.
 - iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked.
 - iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.

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

Section 2: Alternate Shift Scheduling

- a) Management, the Shop Committee and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules, which may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday.
- b) When alternative schedules have been implemented in accordance with a) above, the following overtime provisions will apply:
 - A. Rate and one-half shall be paid for the following:
 - i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
 - ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - ii) All hours worked on an employee's scheduled rest day unless a change in rest day has been agreed to between the employee and the Employer.
 - iii) All hours worked on Sunday except those excluded in the casual section.
 - B. Double straight-time rates shall be paid for the following:
 - i) All hours worked in excess of (A)(i) above.
 - ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Employer.
- c) Alternate Shift Scheduling agreements shall contain the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules. Any Alternate Shift Schedule shall therefore be incorporated into future Agreements as "supplements"

Section 3: Casual Work

The term "casual work" as used in this Agreement shall apply only to either laid-off regular employees or other persons hereinafter referred to as "casual employees".

Section 4: Work Week

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

Section 5: Sunday Work

Regular employees will be given preference for Sunday work on the following basis:

- a) Firstly, those employees who have worked on the project for five (5) shifts in the preceding (6) six days.
- b) Secondly, employees who are working in the local area will be allotted Sunday work on a rotation basis, **competence required**. (Competence to be determined by Employer).

Section 6: Hot Meals

Where maintenance, repair or construction employees are required to work two (2) hours or more overtime beyond their normal shift, the Employer shall provide a hot meal, such hot meal to be consumed by the employee on Employer time before beginning the overtime work. The Employer will pay one-half (1/2) hour overtime pay in lieu of a meal for up to 12 hour's work. The Employer will pay for a meal or pay one-half (1/2) an hour in overtime pay in lieu of a meal for over 12 hours.

Section 7: No Work Guarantee

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

ARTICLE VI Wages

- (a) Wages will be paid in accordance with the attached Appendix "A".
- (b) **Chargehands** are to receive seventy-five cents (75¢) per hour, above occupational rate.
- (c) **Transportation**

The Employer agrees to provide a vehicle or vehicles as required for transportation to customer job sites, or make arrangements as required to provide such.

Upon successful negotiation with customers, the Employer agrees to pay for travel time at a competitive rate.

- (d) **Out of Town Projects**

The Employer will pay all hotel and meal expenses for people working on out of town projects or will negotiate a daily rate with the Local Union and the employees.

ARTICLE VII Tradesman Tools

Section 1:

- (a) A Journeyman shall be required to have a full tool kit of the necessary tools to perform the job for which he was hired.
- (b) An Apprentice shall be required to have and maintain a basic tool kit and to be in the general process of building up the necessary tools to equip himself for the job of a Journeyman.

Section 2: Insurance

The Employer shall, at its' own 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 Employer shall, at its' own 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 Employer 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 Employer will repair or replace tools damaged or broken in the performance of regular duties.

Section 4: First Aid Attendant Training

The Employer 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 Employer and may be postponed where a suitable replacement is not available.

ARTICLE VIII - Pay Days

The Employer shall provide monthly paydays to be paid on the 5th day of each month with a draw to be given on the 20th day of each month. Each employee will be furnished with an itemized statement of earnings and monthly deductions.

ARTICLE IX - Statutory Holidays and Vacation Pay

Section 1: Statutory Holidays

- a) Statutory Holidays shall be defined as:

New Year's Day	Family Day	the designated Easter Holiday
Victoria Day	Canada Day	British Columbia Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

And any other day declared as a Statutory Holiday by the federal or provincial government(s) and incorporated into Employment Standards, until such time that the Statutory Holiday language in the Collective Agreement is changed.

Employees shall receive a minimum of eight (8) hours' pay at their regular rate of pay or, if they are regularly scheduled for more than eight (8) hour per day, they shall be paid for as many hours as their regularly scheduled day.

- b) All employees who work on a Statutory Holiday shall be paid rate and one-half for all hours so worked, except as provided for in Article V – Hours of Work, Section 1(b) or Section 2(b).
- c) At the option of the Employer, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Employer shall notify its employees of the designation at least one (1) week prior to the said holiday.

Section 2: Qualifying Conditions

- a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
- i) Have been on the payroll ninety (90) calendar days immediately preceding the holiday.
 - ii) Have worked his last regularly scheduled work day before and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - iii) Notwithstanding ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- b) In the case of injury or illness in ii) above, the Employer shall have the right to request a medical certificate.
- c) Employees while on Leave of Absence under Article XVI, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

In the event that one of the within named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

Section 4: Saturday Holidays

In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Employer and the Shop Committee.

Section 5: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

Section 6: Holiday Shift

An employee working on a paid holiday shall be paid in addition to his holiday pay rate and one-half for any hours worked on a shift designated as the "holiday shift".

Section 7: Casual Employees

It is agreed that casual and probationary employees shall not qualify for Statutory Holiday pay.

Section 8: Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Employer and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at rates.

ARTICLE X - Vacations With Pay

With respect to annual vacations and vacation pay, the following provisions will apply:

Section 1: One to Two Years' Service

The annual vacation for employees with one (1) to two (2) years service covered by this Agreement shall be two (2) weeks, and the pay therefor shall be based upon five percent (5%) of the total wages or salary earned by the employee during the period of entitlement, or eighty (80) hours at the hourly rate of the employee's regular job, whichever is greater.

Section 2: Two to Seven Years' Service

- a) The annual vacation for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay therefor shall be based upon seven percent (7%) of the total

wages or salary earned by the employee during the period of entitlement, or one hundred and twenty (120) hours at the hourly rate of the employee's regular job, whichever is greater.

- b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Employer, but does not have to be consecutive with the vacation period provided for in Section 1 herein.

Section 3: Seven to Fifteen Years' Service

- a) The annual vacation for employees with seven (7) to fifteen (15) years service covered by this Agreement shall be four (4) weeks and the pay therefor shall be based upon nine percent (9%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) The additional one (1) week vacation provided for in this section may be taken when convenient for the Employer, but does not have to be consecutive with the vacation periods provided for in Sections 1 and 2 herein.

Section 4: Fifteen to Twenty-Four Years' Service

- a) The annual vacation for employees with fifteen (15) to twenty-four (24) years service covered by this Agreement shall be five (5) weeks, and the pay therefor shall be based upon eleven percent (11%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this section may be taken consecutively with the vacation periods provided for in Sections 1, 2 or 3.

Section 5: Twenty-Four to Thirty Years' Service

- a) The annual vacation for employees with twenty-four (24) to thirty (30) years service covered by this Agreement shall be six (6) weeks, and the pay therefor shall be based upon thirteen per cent (13%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this section may be taken consecutively with the vacation period provided for in Sections 1, 2, 3 or 4.

Section 6: Thirty Years Service

- a) The annual vacation for employees with thirty (30) years service covered by this Agreement shall be seven (7) weeks, and the pay therefor shall be based upon fifteen per cent (15%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, 4 or 5.

Section 7: Vacation Pay on Termination

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

Section 8: Vacation Time

- a) Vacations for employees shall be taken at such times as mutually agreed upon by the Shop Committee and the Employer when quantity and regularity of production shall not be impaired.
- b) All earned vacations must be taken.

Section 9: Payment of Vacation Pay

The Employer will pay all earned vacation pay once per month at the end of the month.

Section 10: Vacation Pay - Percentage of Wages Method

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

- a) Absence(s) while on a WorkSafe claim for a period of one (1) year provided that the employee returns to his employment.
- b) Absence due to illness up to a period of one (1) year provided that the employee returns to his employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- c) Absence due to bereavement leaves in accordance with the terms and conditions of Article XVI, Section 5.
- d) Absence due to time served on jury duty, including Coroner's Jury or time served as a Crown witness or Coroner's witness in accordance with the terms and conditions of Article XVI, Section 9.
- e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 11: Employment Standards Act

Part 7 Annual Vacation of the Employment Standards Act, R.S.B.C., 1996, Chapter 113, 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 Employer gives sufficient notice cancelling said call.

Section 2: Where Work Commences

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

ARTICLE XII - Health and Welfare

Insurance Coverage

Group Life Insurance for each qualified employee shall be: \$100,000.00

Accidental Death and Dismemberment Insurance for each qualified employee: \$100,000.00

Weekly Indemnity: Benefit level is 66.67% of wages to a maximum of \$600.00 per week.

Medical Coverage

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

General Principles:

- (a) Premium cost for insurance shall be paid by the Employer.
- (b) Any new employee will be eligible on the first day of the month following his probationary period.
- (c) Coverage during layoff will be provided as follows:
 - i) Employees with one (1) or more year's seniority - six months
 - ii) Employees with more than seven (7) months' but less than one (1) year's seniority - three months.
- (d) An employee who is laid off and on lay-off coverage will have to work a minimum of thirty days in ninety consecutive day period in order to re-qualify for the three or six month lay-off coverage.
- (e) There will be no duplication of Weekly Indemnity and Pension Plan Payments.
- (f) Weekly Indemnity will be eliminated for an employee who is on an extended leave of absence or on maternity/paternity leave.



- (g) Employees on an extended leave of absence or maternity/paternity leave will pay their own premiums for all benefits.

ARTICLE XIII - Dental Plan

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

ARTICLE XIV - Long Term Disability Plan

A long term disability plan shall be provided by the Employer that is equal to – or better than – the IWA Forest Industry Long Term Disability Plan.

ARTICLE XV - Seniority

Section 1: Probationary Period

It shall be mutually agreed that all employees are hired on probation, the probationary period to Continue for ninety (90) days worked during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of ninety (90) days worked they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Employer's employ, provided, however, that the probationary period of ninety (90) days worked shall only be cumulative within the six (6) calendar months following the date of entering employment.

Section 2: Principle

- a) The Employer recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined firstly by department and secondly by operational seniority.
- b) The selection and promotion of supervisory officials shall be entirely a matter for the Employer'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 Employer 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) 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 to apply his seniority to obtain a job paying a higher rate if he has previously held the job in the operation on a regular basis.
- 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 Employer, 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 Employer.

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 year's service, up to an additional six (6) months.

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

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

Section 5: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Employer twice during each calendar year, setting out the name and starting date with the Employer and the starting date for department seniority of each regular employee. The Employer 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 Employer to a supervisory position and at a later date ceases to be a supervisory worker and the Employer 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:



- 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 Collective 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 Employer 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 - Leaves of Absence

Section 1: Injury or Illness

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

Section 2: Maternity and Paternity Leave

The Employer will grant (unpaid) Maternity and Paternity Leave as per BC Employment Standards.

Section 3: Written Permission

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

Section 4: Compassionate Leave

The Employer 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 Employer shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for education or training purposes where a suitable replacement is not available.
- d) That the Employer may be required to consult with the Shop Committee in respect of any application for leave under this Section.

Section 5: Bereavement Leave

- a) When death occurs to a member of a regular fulltime employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-children, step-parents, grandparents, grandparents-in-law and grandchildren.
- c) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 6: Union Business

- a) The Employer 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 Employer within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Employer will grant Leave of Absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this Leave of Absence, as set forth in Clauses a) and b) above, the employer will be given due notice in writing; in the case of a), twenty (20) calendar days; and in the case of b), five (5) calendar days.



Section 7: Public Office

- a) The Employer 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 Employer 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 Employer reasonable notice for absences from work for conducting Municipal business.
- c) The employee who obtains this leave of absence shall return to his/her Employer within thirty (30) calendar days after completion of public office.

Section 8: Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid Family Leave during each employment year to meet responsibilities related to:

- a) The care, health or education of a child in the employee's care, or
- b) The care or health of any other members of the employee's immediate family.

Section 9: Jury Duty

If an employee is required to attend court as a juror, the employer must permit unpaid time off to attend.

During leave for Jury Duty, the Employer may neither terminate employment nor change a condition of employment without the employee's written consent.

As soon as Jury Duty ends, the Employer must place the employee in the position he/she held before taking Jury Duty Leave, or in a comparable position.

If the employer's operations are suspended or discontinued when the Leave ends, the employer must, subject to seniority, comply with these terms as soon as operations are resumed.

Employment while on Jury Duty is considered continuous for the purposes of calculating annual vacation and termination entitlements, as well as for pension (RRSP), medical or other plans of benefit to the employee. The Employer must continue to make payments to any such plans unless the employee chooses to not continue with his/her share of the cost of the plan(s).

Employees are entitled to all increases in wages and benefits that the employee would have received if not on Jury Duty Leave.



ARTICLE XVII - Accident Prevention Committee

Section 1: Composition

- a) The Management shall maintain an Accident Prevention Committee consisting of not more than three (3) members or less than one (1) member.
- b) The said Committee shall consist of an equal number of representatives of the Employer 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 Employer will pay rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.
- b) The rate to be paid to employee members shall be the employee's regular straight time job rate.

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during working hours with the consent of the Employer, 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 Employer is now, and shall continue, to supply an Employee and Family Assistance Program to the members.

ARTICLE XIX - Safety Equipment

- a) Where the following articles of equipment are required to be used by the Employer or by WorkSafe BC, 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 maintain same or pay \$1.50 per day in lieu for days worked.
- c) **Boot Allowance**

The Employer shall reimburse employees up to One Hundred and Fifty Dollars (\$150.00) for the cost of steel toe safety boots upon receiving a receipt for the purchase. One Hundred and Fifty Dollars (\$150.00) shall be reimbursed, provided the total cost of the boots is at least One Hundred and Fifty Dollars (\$150.00). Employees will be entitled to submit one receipt for reimbursement only once per calendar year, and this Allowance cannot be carried over from year to year.

ARTICLE XX - Pension Plan

The Employer shall contribute to an RRSP plan, for all employees who have completed their probationary period, the following:

\$1.41 per hour, effective September 1, 2017

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

ARTICLE XXII - Grievance Procedure

Section 1: Procedure

The Employer and the Union mutually agree that, when a grievance arises 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 Employer.

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 Employer. A statement in writing of the alleged grievance, together with a statement in writing by the Foreman, shall be exchanged by the parties concerned.

Step Four:

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

Step Five:

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

Section 2: Time Limit

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, 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.

ARTICLE XXIII – Arbitration

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

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

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

- b) No one shall serve as an Arbitrator who:
- i) either directly or indirectly has any interest in the subject of the arbitration;
 - ii) has participated in the grievance procedure preceding the arbitration;
 - iii) is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the United Steelworkers or an Employer directly engaged in the forest products industry.
- c) The decision of the Arbitrator shall be final and binding upon both Parties.
- d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Employer 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 Employer 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 select an Arbitrator from the options available from the BC Labour Relations Board, 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 3: Expedited Arbitrations

Processes currently exist that allow for Expedited Arbitration. If the Parties agree that such a mechanism is available and appropriate to the grievance, Expedited Arbitration shall be the desired course of action.

Section 4: Cost Sharing

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

Section 5: 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 April 2019 to midnight the 31st day of March, 2021** 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 Employer or at the Local Office upon the Local Officers of the Union, within four (4) months immediately preceding **the 1st day of April, 2021**. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.
- b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c82, is excluded from this Agreement.

DATED this 26th day of April, 2019.

FOR:

BEAMAC INSTALLATIONS LTD.

Andrew Nairn

Ch S

FOR:

UNITED STEELWORKERS LOCAL 1-2017

Brian O'Leary
President

Wolke
Financial Secretary

APPENDIX "A"

	Effective <u>April 1, 2019</u> (+2%)	Effective <u>April 1, 2020</u> (+2%)
Apprenticeship Rates		
Field		
0 – 1800 hours	\$24.07	\$24.55
1801-2600 hours	\$26.07	\$26.59
2601-3400 hours	\$28.08	\$28.64
3401-4200 hours	\$30.09	\$30.69
4201-5000 hours	\$32.08	\$32.72
5001-5800 hours	\$34.09	\$34.77
5801-6600 hours (certified)	\$36.10	\$36.82
 Apprenticeship Rates		
Shop		
0 – 1800 hours	\$22.06	\$22.50
1801-2600 hours	\$24.07	\$24.55
2601-3400 hours	\$26.07	\$26.59
3401-4200 hours	\$28.08	\$28.64
4201-5000 hours	\$30.09	\$30.69
5001-5800 hours	\$32.08	\$32.72
5801-6600 hours (certified)	\$34.09	\$34.77
 Casual	 \$29.55	 \$30.14
 Fire Watch/Helper	 \$24.07	 \$24.55
 Journeyman	 \$40.11	 \$40.91
 "C" Ticket Welder (F)	 \$30.09	 \$30.69
"C" Ticket Welder (S)	\$30.09	\$30.69

Shop Helpers:

General Labourer (under age 18)	\$18.78	\$19.15
General Labourer (over age 18)	\$19.86	\$20.25

*General Labourer(s) are neither apprentices nor journeymen, but people hired to help out around the shop.