

COLLECTIVE AGREEMENT

BETWEEN

BEAVER ELECTRICAL NORTHERN LTD

AND

LOCAL UNION 993

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

KAMLOOPS, BRITISH COLUMBIA

AGREEMENT to be effective from the 1st day of May , 2008 to the 30th day of April, 2010.

BETWEEN:

**BEAVER ELECTRICAL NORTHERN LTD.,
(2192 QUINN STREET, PRINCE GEORGE, BC, V2N 1X5)**

(hereinafter called "the Employer")

AND:

Local Union 993

of the

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
873 Desmond Street, Kamloops, BC V2B 5K3**

(hereinafter called "the Union")

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Article 1

PURPOSE

- 1.01 The parties are agreed that the general purpose of the Agreement is to promote mutual interest between the Employer and its employees; to provide for the efficient operation of the plant under methods which will promote to the fullest possible extent the safety of the employees, economy of operations, quality and quantity of output, cleanliness of plant and protection of property, and both parties recognize the duty of cooperating in good faith, individually and collectively, for the advancement of such purposes.
- 1.02 This Agreement is designed specifically to provide orderly collective bargaining relations between the Employer and its employees represented by the Union, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions as herein provided.

Article 2

RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of employees at and from Beaver Electrical Northern Ltd., 2192 Quinn Street, Prince George, B.C. V2N 1X5, except those excluded by the Labour Relations Code of British Columbia and office staff.

Article 3

RELATIONSHIP

- 3.01 (a) When in need of new employees covered under this Agreement, the Employer shall first call the Local Union Office. Providing the Union is unable to furnish qualified workers to the Employer within forty-eight (48) hours of the time the Union Office receives the request for workers (Saturday, Sundays and Holidays excepted), the Employer shall reserve the right to employ such workers as are available. The Union will issue temporary working cards to workers hired in these circumstances by the Employer, but these cards shall be revoked whenever his/her probationary period as provided by this Agreement. Application for membership must be made before completion of probationary period (60 worked days) or such temporary working cards shall be revoked.
- (b) In the event of the Employer rejecting a worker cleared by the Union, a statement must be supplied in writing to the Union as to the reason a Union Member is not acceptable to the Employer for hire.
- (c) Employees shall take orders from their respective Lead Hand or Charge Hand and shall only take orders from the general management when a Lead Hand or Charge Hand is not available.

(d) Members of Local Union 993 including permit workers while employed by an Employer who is party to this Agreement shall not contract for work within the scope or intent of this Agreement in the Province of British Columbia.

3.02 The Union agrees that unless duly authorized:

- (a) Union meetings will not be held on Company property.
- (b) No employee or Union Office will solicit membership in the Union, collect dues, or engage in any Union activities on Company time, during his/her working hours, or the working hours of any employee, except as provided for in this Agreement.

3.03 (a) The Union shall have the right to appoint a Steward at any shop or job where

workers are employed under the terms of this Agreement. Such Steward shall see that the terms and conditions of this Agreement are observed on any job; he/she shall also represent the employees in making recommendations to management in regard to safety.

- (b) No Shop Steward, Committeemen, or employees shall be discriminated against or jeopardized in standing or suffer any loss of employment on account of membership or activity in the Union.
- (c) Shop Stewards shall have the right to adjust all matters coming within the scope of this Agreement during working hours. No Shop Steward shall be laid off until the Union has been notified forty-eight (48) hours in advance, in writing.
- (d) The Business Manager or his/her Representative shall be granted upon request free access by the Employer to all shops or jobs where I.B.E.W. Workers are employed.
- (e) Employees shall observe the rules of the Employer and shall perform a fair day's work in the category in which the employee is engaged, and shall be subject to discipline by the Management for failure to do so.

3.04 The Employer agrees to deduct initiation fees and dues from any employee's wages when he has received properly signed authorization of 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 deduction have been made not later than fifteen (15) days after the termination of the calendar month in which the deductions were made by the Employer. Except where the Employer made a clerical error in the deduction for dues, which will be adjusted by the Employer, any question as to the correctness of the amount collected shall be subject for discussion between the member and the Union.

3.05 Employees who return to the active payroll from sickness or leave of absence, shall have current dues deductions automatically reinstated upon return to work.

- 3.06 The Union agrees to keep the Employer harmless from any claim against it by an employee, which arises out of the deduction from that employee's wages of Union dues, unless directly attributable to Company error.
- 3.07 Employees will not leave the plant during working hours without permission.
- 3.08 The Union reserves the right to discipline its members for violation of its laws, rules and Agreements.
- 3.09 The Local Union 993, is a part of the International Brotherhood of Electrical Workers and any violation or annulment of working rules or Agreements of this or any other Local Union of the I.B.E.W., or the subletting, assigning, or transfer of any work in connection with electrical work to any person, firm or corporation not fair to the I.B.E.W., or the employment of other than I.B.E.W. members on any electrical work in the jurisdiction of this or any other Local Union by the Employer, will be sufficient cause for cancellation of this Agreement, after the facts have been determined by the International Office of the Local Union.
- 3.10 In all shops employing five (5) or more Journeymen, if available and acceptable, every fifth Journeyman shall be sixty (60) years of age or older who has had continuous good standing in the I.B.E.W. and the Local Union for the past five (5) years. However, such Journeymen are not to replace a member presently employed by the Employer.
- 3.11 The Union agrees that there shall be no restriction on the use of labour saving machinery or equipment on the job except in respect to technological change as provided in Part 4, Section 54 of the Labour Relations Code of British Columbia. However, any such machinery and equipment shall be operated by members of the Union, and shall be approved by the Workers' Compensation Board.
- 3.12 Members will not be allowed to work with non-union workers of any craft except under the instruction of the Business Manager of the Local Union.
- 3.13 No provision in this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 3.14 When the Shop Steward and Management agree that an error or faulty workmanship was due to careless workmanship or judgement made by the Journeyman, such Journeyman shall repair the error at no cost to the Employer for the Journeyman's wages for the first seven and one-half (7 1/2) hours.
- 3.15 The Company would be allowed to operate in a designated site to meet overflow Demands provided the designated site is within the city limits of Prince George and the work performed is covered by bargaining unit employees.
- 3.16 The parties agree with a warehouse operation that does not consist of electrical apparatus Repair and that the warehousemen are bargaining unit employees (see appendix "B")

And page 21). The parties agree to discuss a shift schedule for the warehouse operation.

Article 4

MANAGEMENT RIGHTS

- 4.01 The Employer reserves all the rights, power and authority customarily exercised by Management, except as otherwise specifically abridged or surrendered by express provisions of this Agreement. The exercise of such rights by the Employer shall include but not be limited to:
- (a) The right to hire, assign, promote, demote, transfer, and make temporary layoffs for lack of business or material.
 - (b) The right to schedule and classify the work, schedule production, and to determine the products to be repaired and produced.
 - (c) The making and enforcement of rules and regulations, not inconsistent with this Agreement, relating to discipline, safety and general conduct of the employees, and to suspend or discharge or otherwise discipline employees for just cause.
- 4.02
- (a) To enable the Employer to keep its products abreast of scientific and technological advancements, the Employer may from time to time, without reference to seniority hereinafter set forth, hire, teach, transfer or assign duties to technically trained workers and technical students, and deal with them as it deems advisable.
 - (b) The Employer agrees that these functions will be exercised in a manner consistent with the terms of this Agreement and will not adversely affect employees covered by this Agreement.

Article 5

INTERRUPTION TO WORK

- 5.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.
- 5.02 The Union agrees that during the term of this Agreement, it will not cause or direct any strike, slowdown of production, or stoppage of work.

Article 6

CALL-IN PAY

- 6.01(a) An employee called out outside his regular working hours shall be paid at the prevailing rate from the time of the callout until returning home, but in any case a minimum of two (2) hours at the prevailing overtime rate shall be paid including travelling time.
- (b) An employee called out between the hours of midnight and 6:00a.m. shall be paid a minimum of four (4) hours at the prevailing overtime rate,

including travel time.

Article 7

HOURS OF WORK, OVERTIME AND SHIFT WORK, V.O. TIME

- 7.01 (a) This Article outlines normal hours of work for employees. It is not to be read or construed as a guarantee or provide work for any period whatsoever.
- (b) The normal hours of work each day shall be from 8:00 A.M. to 4:00 P.M. with thirty (30) minutes for lunch, Monday to Friday inclusive. When required, start and finish time may be changed for individual employees by (30) thirty minutes, by mutual agreement.

A recognized break period of ten (10) minutes duration will be granted, once in the morning and once in the afternoon, and once during each four (4) hour overtime period.

- (c) The Employer may change work schedules including the scheduling of more or less than the normal working hours. It will confer with the Union before revising the starting time of employees.
- (d) A worker who has worked emergency overtime shall return to work after eight (8) hours rest, but only if he/she can do so by 12:30 P.M. Whether or not he/she does return, he/she shall be paid not less than seven and one-half (7 1/2) hours at straight time as set out in the preceding sentence, an employee must return to work by 12:30 P.M., if his/her overtime finished at or before 4:30 A.M. of the same calendar day. Where a worker is called out to work in advance of 4:00 A.M., overtime rates shall be paid in addition to the worker's regular pay should the work period run into his;/her normal day. Should he/she be sent home before the end of that normal shift, he/she shall be paid straight time for the hours remaining in that normal shift.

- 7.02 (a) If overtime work is required and if such overtime will not amount to more than one and one-half (1 1/2) hours following the regular shift, employees may continue to work for one and one-half (1 1/2) hours following the end of the regular shift. If the overtime required will amount to more than one and one-half (1 1/2) hours following the regular shift, employees shall be given a paid meal period of one-half (1/2) hour at the overtime rate and shall take such meal period immediately following the regular shift. The Employer shall continue to pay for meals plus one half (1/2) hour at the overtime rate for meal periods every four (4) hours thereafter.

The Employer shall pay a meal allowance equal to one-half (1/2) hours of a Journeyman's straight time pay plus one-half (1/2) hours of the employee's overtime rate for any employee who chooses to waive an overtime meal period.

- (b) All work performed outside of regular working hours shall be considered as overtime, except in shift work as determined by Article 7, Section 7.03 and shall be paid at twice (2x) the regular hourly rate of pay.
- (c) The distribution of overtime will be in as equitable a manner as possible. The Employer reserves the right to assign overtime work to the employees it considers the best qualified.

7.03 It is understood that the initial intent of this clause is to cover specific jobs.

- (a) Except in the case of emergency work, should the Employer submit a proposal for scheduled shift work to the Union, the Union will consider shift work to be established. The Union will give its answer to the Employer within twenty-four (24) hours of the Employer's proposal, (Saturdays, Sundays and Holidays exempted). The scope of work shall be submitted together with the shift proposal, prior to commencement of the shift. Additionally, the Employer will advise the Union the status of volunteers available from (h).
- (b) Shift duration shall be a minimum of five (5) consecutive working days. The length of extended shifts shall be mutually agreed upon.
- (c) The shift shall run Monday through Friday. All other times including Saturdays, Sundays and Holidays shall be double time (2X).
- (d) There shall be a meal break of thirty (30) minutes mid shift plus two (2) coffee breaks of ten (10) minutes, one (1) at 6:00 P.M. and one (1) at 10:00 P.M. or there about.
- (e) Shift rotation of existing employees shall be made every four (4) weeks, unless mutually agreed upon. New employees hired for the scope of the work will be exempt of shift rotation.
- (f) Exchange of shifts between employees must have prior approval of the Employer and notification to the Union Shop Steward.
- (g) Starting or ending the shift midweek, employees will be compensated for straight time lost up to seven and one-half (7 1/2) hours as per Article 7.01 (d).
- (h) The second shift shall be manned on a voluntary basis. Where the shift cannot be adequately manned on a voluntary basis, nor can the Union supply adequate manpower as outlined in (a), then it shall be manned on a rotating reverse seniority basis amongst those employees who have the required skills.
- (l) Afternoon shift is paid @ 117% pay rate.
Nightshift is paid @ 127% pay rate.

An employee who works the afternoon or night shift, the GRRSP contributions as

Outlined in Appendix "C" shall be paid as follows:

Afternoon Shift	117%
Night Shift	127%

- (j) Shift shall be as follows:

Day Shift - 8:00 A.M. to 4:00 P.M.

Afternoon Shift -	4:00 P.M. to 12:00 Midnight
Night Shift -	12:00 Midnight to 8:00 A.M.

- (k) Day Shift - Seven and one-half (7 1/2) hours pay, Seven and one-half (7 1/2) hours worked.
Afternoon Shift - Seven and one-half (7 1/2) hours pay, Seven and one-half (7 1/2) hours worked.
Night Shift - Seven and one-half (7 1/2) hours pay, Seven and one-half (7 1/2) hours worked.
 - (l) There shall be no night shift unless an afternoon shift is established.
 - (m) Any other hours worked shall be considered overtime and paid at 200% (2X) the regular rate.
 - (n) An allowance of Thirteen Dollars (\$13.00) per two (2) week shift, or pro-ration thereof, will be paid to reimburse employees for extra costs working on the afternoon shift. An allowance of Twenty-six Dollars (\$26.00) per two (2) week shift, or pro-ration thereof, will be paid to reimburse employees for extra costs, working on the night shift.
- 7.04 (a) The Employer shall retain fifty percent (50%) of all overtime pay earned. VO funds shall be paid out at the employee's request. Request must be made prior to payroll cut-off. VO funds available will be defined as shown on the previous pay period.
- (b) The V.O. time principle shall apply to the overtime work performed inside and outside the shop within territorial jurisdiction of Local Union 993.
 - (c) The V.O. time accumulated by all employees shall be posted on the notice board in the shop at the end of each four (4) month period in the calendar year.

HOLIDAYS

- 8.01 (a) The Employer agrees to pay an employee for the following Holidays on which normally only emergency work will be required:

New Years' Day	B.C. Day (1st Monday in August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
	Boxing Day

and any other day declared by the Federal or Provincial Governments.

- (b) No work shall be performed on Labour Day except to preserve life and/or property.
- (c) For the application of the Sections of this Article, a holiday as listed above shall be observed on the day on which it occurs except that if such holiday occurs on a Saturday or Sunday, it shall be observed on the following working day or days.
- (d) That there be one (1) floating holiday per year to be arranged individually between employee and management.
- (e) Employees who are laid off prior to the statutory holiday will be entitled to payment of the statutory holiday if they are recalled within 30 days of the layoff date.

8.02 An employee who is required to work on any of the above listed holidays will be paid at the rate of twice his/her hourly rate for the hours worked in addition to the specified holiday pay.

Article 9

VACATION WITH PAY

9.01 An annual holiday shall be granted and shall be taken in each and every year. It is agreed the annual vacation pay for an employee working under the Agreement shall be paid in the following manner: It is further agreed it shall be a violation of the Agreement for an employee to forego his paid vacation to work for wages during his holiday period. Gross earnings for the purpose of vacation pay shall be interpreted to include statutory holidays, but not annual vacation pay or allowances.

(a) Journeymen

All Journeymen shall receive three (3) weeks annual vacation pay paid at six percent (6%) of the employees gross earnings. Effective April 21st, 1997, after three (3) years of service with the Company which may include time as an apprentice, all Journeymen shall receive four (4) weeks annual vacation pay paid at nine percent (9%) of the employees gross earnings.

(b) Apprentices

All Apprentice shall receive three (3) weeks annual vacation paid at six percent (6%) of the employees gross earnings.

(c) Handyperson

Shall receive three (3) weeks annual vacation paid at six percent (6%) of employees gross earnings and four (4) weeks paid at eight percent (8%) of the employees gross earnings after three (3) years of service.

(d) Employees with ten (10) years to twenty-four (24) years of service shall receive 10% of employees gross earnings.

Employees with greater than twenty-five (25) years of service shall receive 11% of employees gross earnings.

- 9.02 The vacation year shall be deemed to be the twelve (12) months immediately preceding and including December 31st.
- 9.03 The vacation shall be completed within the calendar year in which the final day of the vacation occurs. It is not permissible to postpone the vacation period or any part thereof from one calendar year to another.
- 9.04 Vacations shall be taken in periods not to exceed three (3) weeks unless mutually agreed. One (1) week will constitute the minimum period that will be considered a portion of annual holidays, unless the employees have less than one (1) year employment. Employees working for only a portion of a year shall be entitled to that portion of the six percent (6%) of gross earnings for annual vacation pay and proportional time off.
- 9.05 A leave of absence may be granted upon request in writing providing it does not interfere with the work schedule. The leave shall be for personal reasons and be for a period not to exceed three (3) months. Any extension of such leave shall be subject to review at the expiration of the period of leave granted.
- 9.06 Continuous service, for the purpose of this section, will not be interrupted if, after a layoff, an employee remains available for work with the Employer, or by authorized leave of absence through sickness or accident.
- 9.07 Vacations will be scheduled with the Employer by April 30th each year and only changed by mutual agreement.

Article 10

WAGE RATES

- 10.01 Job classifications shall be those as set out in Appendix "A" of this Agreement.
- 10.02 Wage rates as outlined in Appendix "B" of this Agreement will be the wage rates effective on and from the dates stipulated in Appendix "B".
- 10.03 Wages shall be paid at least every other week and, if mutually agreed by the Local Union, each week, before quitting time on the job.

Article 11

SENIORITY

- 11.01 Seniority is defined as the length of time an employee has been continuously employed by the Employer.
- 11.02 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Employer.

11.03 In promotions, transfers, the filling of vacancies, and increases and decreases in the working force, seniority shall be given preference where the eligible employees have approximately equal skill, ability and efficiency.

11.04 The seniority of an employee shall be cancelled for any of the following reasons:

- (a) Discharge for cause.
- (b) Resignation,
- (c) Layoff or authorized leave of absence for a period over twelve (12) months. Layoff or authorized leave of absence up to and including twelve (12) months shall not break seniority, but shall not be added to seniority.
- (d) Failure to report within three (3) working days after receipt of recall notice sent by double registered mail to the last address on record, unless satisfactory reason is given for such failure to report.

11.05 When workers are laid off they shall be given up to two (2) hours at prevailing rate, to gather up their tools and personal belongings, and shall be paid at time of layoff.

11.06 In the case of a permanent closure of the existing business, Part 8 of the Employment Standards Act (RSBC 1996) Chapter 113 shall apply in its entirety to the employees covered by this collective agreement except that under Section 63(2) of the Act, the Employer's liability for compensation for length of service shall be one and one-half weeks' wages per year of service to a maximum of thirty (30) weeks' wages.

Article 12

GRIEVANCE PROCEDURE

12.01 Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided:

Stage 1: The employee involved, preferably with the Shop Steward, will first take up the matter with his/her Foreman or Supervisor directly in charge of the work within ten (10) days from the date the grievor became aware of the events giving rise to the grievance. Any grievance not so presented within ten (10) days shall be considered to have been waived.

Stage 2: Failing resolution at Stage 1, Union Representatives and the Employer's Representatives will discuss and, if possible, settle the matter.

Stage 3: Failure resolution at Stage 2, within three (3) days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.

Stage 4: Failing resolution at Stage 3, within seven (7) days or such longer time as the parties agree to, then it shall be referred to an Arbitration Board consisting of either A or B:

- A. Three (3) persons as follows:
- (i) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
 - (ii) The party receiving notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
 - (iii) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.
- B. Single Arbitration:
- (i) Where the grieving party has submitted notice of its intention to proceed to arbitration, the grievance will be referred to a sole Arbitrator.
 - (ii) The Arbitrator will be appointed by mutual agreement between the Employer and the Union. If no mutual agreement can be reached for an Arbitrator, the arbitration will refer back to A above.

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointee to the Board and one half (1/2) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.

The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof, and in reaching its decision, it shall be bound by the terms and conditions of this Agreement.

- (a) It is herein understood and agreed that there shall be no stoppage of work in the event of a jurisdictional dispute. All matters appertaining to jurisdiction shall be resolved when there are agreements of record; failing this all such matters unresolved shall be referred to the International President of the International Brotherhood of Electrical Workers for judicial decision and action.

Article 13

NATIONAL SECURITY

- 13.01 The Union recognizes that the Employer may now have or may incur in the future, obligation with respect to security of information and materials under contract with the Government of Canada and its Allies. The Union agrees that nothing contained in this Agreement shall place the Employer in violation of security agreements with the Government or its Allies.
- 13.02 In the event, therefore, that any Government Agency concerned with the security regulation shall direct the Employer that any employee is restricted from work on, or access to, any classified information or material, the Union will not contest any action the Employer may take to comply with such contractual obligation.

Article 14

TRAVELLING EXPENSES AND WAGE RATES

- 14.01 Employees required to work beyond the limits of the City fare Zone of the City of Prince George will be reimbursed for any additional necessary transportation paid for by them.
- 14.02 (a) No employee, employed under the terms of this Agreement shall use his/her own vehicle for the transportation of Company tools, equipment or material. This will in no way prohibit a worker from transporting his/her own tools, small test equipment and associated tools to a maximum weight of 100 lbs. Car expenses will be \$.45 per kilometre when other than Company vehicle or public transportation is used. No employee will be obligated to carry passengers. If a Company vehicle is available, it shall be used.
- (b) No employee shall be permitted to use his/her own vehicle in a manner which the Union considers unfair to other workers or against the best interests of the Union.
- 14.03 Time spent travelling at the Employer's request shall be considered as time worked and paid at the appropriate rate.
- 14.04 When an employee is sent on a job outside the City of Prince George, he/she shall, if he/she so desires, receive an appropriate advance for payment of expenses. All such expenses shall be listed on the proper form as used by the Employer.
- 14.05 Work done outside the shop other than recognized winders work shall be done under the Inside Wiremen's Agreement with Inside Wiremen. Any employee who performs work outside the shop shall be paid 106% of their appropriate rate.

14.06.1.1 **Board and Lodging**

- (a) Where board and lodging is supplied in a camp, the board and lodging shall be in accordance with Camp Rules and Regulations laid down by the BC and Yukon Provincial Building Trades Council.
- (b) Where the report point is beyond one-quarter mile from the employer's provided accommodation, the employer shall provide transportation and an employees' time shall be computed from the time he leaves on the transportation until he is returned to his accommodation at the end of the day.
- (c) When a camp is provided, board and lodging shall be provided seven (7) days per week and equal to the BC and Yukon Building and Construction Trades Provincial Council Camp Standards. When a camp is not established, board and lodging shall be provided seven (7) days a week.
- (d) Where the employee is boarded in a camp on an industrial project and the camp is located within six (6) road miles from the work site, the employer shall provide a hot mid-shift lunch and transportation. Travel allowance as provided in the Agreement will not be applicable at noon or when the employee returns to the accommodation for the mid-shift meal.
- (e) (i) Employees receiving board and lodging shall be entitled to weekend and Statutory Holiday checkout allowance of fifteen dollars (\$15.00) per day, on weekends they are not being returned home by the Employer, providing notice is given to the employer by noon of the last working day.
 - (ii) Where employees are boarded in a hotel or motel, they must vacate their rooms if so requested by the Employer. A room will then be provided by the Employer for storage space for the employee's personal belongings during the weekend checkout period.
 - (iii) Employees living in camps will not be required to vacate their rooms during weekend checkout.
- (f) When employees are requested by the Employer to change accommodation, they shall receive actual time at the prevailing rate.

14.07 **Living Out Allowance**

- (a) Any employee who desires to live away from the board and lodgings provided by the Employer shall make written request to the Business Office of the Union and if the request is granted, shall thereafter receive from the Employer, eighty dollars (\$80.00) per day for seven (7) days per week until such time as he is either returned to or moves back into the accommodation provided by the employer. This provision will not apply on emergency or short-term jobs. The Union may cancel such permission to live out if workmen are found to be living

in accommodation it considers to be sub-standard. When an employee is absent without a reasonable excuse, living out allowance shall not be paid.

- (b) Employees on living out allowance at their own request shall provide their own transportation and time to and from the point used as a starting and quitting point by the remainder of the employees.
- (c) An employee on living out allowance at his own request will not be permitted to move into the accommodation provided by the Employer more than once unless sanctioned by the Employer and the Union.
- (d) Should a living out allowance be negotiated for any job or project, and then under these circumstances, there will be a mutually agreed upon report point and every employee must take living out allowance.

14.08 On out-of-town projects of over thirty (30) calendar days duration, where weekends are not scheduled for work, the Employer shall provide leave every fourteen (14) calendar days. When leave is desired in accordance with the above terms, the employer shall provide first class transportation and expenses to the point of departure and back to the job, or the equivalent costs of such transportation to employees who wish to travel elsewhere. To be eligible for such transportation costs or equivalent, the employee must check out of the employer provided accommodation or if on L.O.A. will not be eligible for L.O.A. on the days absent on such leave.

14.09 On all out-of-town jobs over three (3) days duration, the Shop Steward will be advised as to the nature of the job, travel and accommodation arrangements and working conditions.

For job requiring customer supplied accommodation in camps, the employees will be advised, where possible, the quality of camp accommodations and meals prior to acceptance of dispatch.

Article 15
ACCESS TO COMPANY PREMISES BY
UNION REPRESENTATIVES

15.01 The Employer will no unreasonably withhold permission to the Business Manager or Representative of the Union, or Shop Steward, to perform the functions of his office as they pertain to the administration of this Agreement during working hours. Permission must be first obtained from the Industry Service Manager or his/her appointee.

Article 16
SAFETY

- 16.01 (a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union will cooperate with the Employer in maintaining good working conditions and will assist in assuring observance of safe practices and procedures.
- (b) There shall be a safety meeting once a month with the Shop Steward, Shop Foreman and Management. Minutes of meeting must be kept on file and available to Union Representative.
- (c) When the Employer or the B.C. Workers' Compensation Board requires a shop to employ a person with an Industrial First Aid Ticket. The employer will pay course costs and the equivalent of eight (8) hours net straight time wages for the time taken to successfully obtain such Certificate. The Employer will pay for upgrading of Certificate as required by the Workers' Compensation Board. The Employer will furnish the Union with written confirmation as to who their First Aid Attendant is. The first aid person shall receive the sum of \$125.00 per month in addition to their regular wages.
- 16.02 The Employer undertakes to provide the necessary safety equipment for work on high voltage equipment. An employee will not be required to work on high voltage equipment or on hazardous work alone, (450 volts AC or 300 volts DC to ground to be considered as high voltage). No employee shall be left alone working on jobs of a hazardous nature with rotating machinery, such as lathes-balancing machines - winding machines and or similar rotating equipment.
- 16.03 The Employer welcomes from the Union, its members, or any employee, suggestions regarding safety and health.
- 16.04 The Employer will reimburse all employees having over one (1) years' service up to five (5) hours pay at the prevailing journeyman rate towards the cost of safety boots. This is to be paid on the first pay period of each eligible year.
- 16.05 Protective Clothing:
- (a) Protective clothing and safety equipment including stamped rubber gloves, hard hats, new sweat bands as required by the Workers' Compensation Board to protect a worker and his/her clothing, shall be supplied by the Employer and shall be Union made whenever possible.
- (b) The Employer will supply protective clothing for welding and cutting.

- (c) Employees making use of clothing etc., will be responsible for the return of such articles subject to normal wear. Failure to return such articles will subject the employee to paying for same at cost.
- (d) The Employer shall pay the cost of prescription safety glasses, when requested by the employee to do so.

Article 17

TOOLS

- 17.01 The Employer agrees to supply any special tools. All Company tools will be recallable on request of the Employer or in the event of the employee ceasing to work for the Employer.
- 17.02 Employees will be entitled to replacement of their own tools, broken or worn out in the service of the Employer at the Employer's expense, providing such tools were not being misused by the employee. Employees borrowing tools from each other shall be responsible for any tools borrowed.
- 17.03 Employees shall supply a list of their own personal tools to be used in the service of the Employer at the time of clearance by Local 993. This list must be approved by the Employer and ensure that only tools necessary for use in the trade are included. Only tools which are on such list provided by the employee will be replaced by the Employer as a result of theft, fire, burglary or water from the premises or in accordance with 17.02.
- 17.04 Requests for replacement shall be made at such time the tools are broken, work out or stolen, in the event of theft, burglary, fire or water damage, the Company will replace tools claimed with similar quality and value as listed on the current tool list. If, but mutual agreement, the employee wishes to replace the tools himself, he will be reimbursed the replacement value as listed on current tool list with thirty (30) days of submission of claim.

Article 18

SUPERVISORS

- 18.01 Supervisors or anyone above the rank of supervisor or salaried employees will not perform any work that is normally performed under their supervision, except under the following conditions:
 - (a) In emergencies when employees who are familiar with the work are not available.
 - (b) For the purpose of instructing or training employees.

Article 19

BEREAVEMENT PAY

- 19.01 Subject to the following regulations, the Employer will make payment of wages to an employee who is absent solely due to a death in his/her immediate family.
- (a) Such employee must have seniority of three (3) months or more.
 - (b) Such employee except for the death and funeral would otherwise be at work.
- 19.02 Members of the employee's immediate family are defined for the purpose of this Agreement as spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, and common law wife.
- 19.03 An employee will receive payment for time lost from his/her regularly scheduled hours on the following basis:
- (a) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to seven and one-half (7 1/2) hours per day, exclusive of overtime and other forms of premium pay, for up to three (3) days absence.
 - (b) The time to be paid for may be any three (3) consecutive working days from the day of death through the day after the funeral, inclusive.
 - (c) When requested by the Employer, the employee will furnish satisfactory proof of death of the member of his immediate family.
- 19.04 An employee will not be eligible to receive payments under this Agreement for any period in which he is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit, or Workers' Compensation.

Article 20

DURATION AND TERMINATION

20.01 WITNESSETH FIRST, that, for and in consideration of harmonious relations and settled conditions of employment, with financial and personal relations mutually beneficial, and the covenants and agreements hereinafter contained, the Parties hereto do hereby enter into, establish and agree to the following wage schedule and conditions of employment, commencing May 1st, 2008, which shall continue in full force and effect through April 30th, 2010 (and thereafter from year to year unless, within four (4) months immediately preceding the date of expiry of the Agreement, notice in writing is given by either part to the other of its wish to cancel or amend this Agreement, or to negotiate a new Agreement).

IT IS AGREED between the parties hereto that Part 4, Section 50, subsection (2) and (3) of the British Columbia Labour Relations Code will be excluded from the operation of this Agreement.

20.02 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation, each invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect. The parties will attempt to negotiate a substitute clause to replace any such provisions invalidated.

SIGNED BY THE PARTIES HERETO on the _____ day of _____, 2008 .

FOR THE EMPLOYER:

FOR THE UNION:

BEAVER ELECTRICAL NORTHERN LTD.
Dave Flumerfelt
MBA President & GM
Secretary

I.B.E.W. LOCAL 993
Wayne N. de Delley
Business Manager & Financial

APPENDIX "A"

DEFINITIONS

JOB QUALIFICATIONS AND CLASSIFICATIONS

CHARGE HAND that	A Journeyman having charge of the repair plant for more one (1) week.
LEAD HAND Journeyman is Journeyman.	A Lead Hand shall be appointed when two or more Journeyman are employed and one of the required to give orders to one or more
JOURNEYMAN He/she handled by motors, motor of electrical	Someone who has worked four or more years at the trade and has been admitted to the status of Journeyman. shall be skilled in AC-DC equipment as ordinarily Repair Shops; also undertake the repair, rebuilding, balancing, maintenance and installation of controls or transformers and/or manufacture equipment.
PRE APPRENTICE	Worker who wishes to become a Motor Winder. After one (1) year must apply for indentureship and meet requirements set forth by the Union
APPRENTICE	An employee who is service to qualify as a Journeyman but who is not yet qualified in his/her trade. He/she shall assist one or more Journeyman in the trade which he/she is learning and shall be permitted to use tools, but is learning and shall be permitted to use tools, but shall not be called upon to come into direct contact with high voltage equipment or conductors which are potentially alive, until the last six (6) months of his apprenticeship and then only when assisting a Journeyman.
HANDYPERSON Motor steam dipping, baking, disassemble, or	Some who shall perform specific semi skilled tasks under the direction of an I.B.E.W. Journeyman Winder as: shipping, receiving parts pickup, clean, sand blast, burning, stripping, cleaning of parts, crating, painting Cutting insulation.
RATIO two qualified	The ratio of Apprentices to Journeyman in the Prince George Plant will not exceed one (1) Apprentice - (2) Journeyman, subject to the availability of Journeyman.

Ratio of Handyperson to Journeymen Motor Winders, in the Prince George Plant will not exceed one (1) Handyperson to three (3) Journeymen Motor Winders and Apprentices.

MACHINIST

A person who performs machining and related mechanical work.

OTHER TRADESMEN

Other apprentice and journeymen tradesmen excluding Field Service Representatives who are covered by the Inside Wiremens' Agreement will be cleared through the I.B.E.W. Local Union 993, upon request, so long as they carry out the normal work of their respective trade.

WAREHOUSEMAN

A person responsible for shipping and receiving only.

All classifications will be assigned in accordance with the work requirements of the Employer.

While it is recognized that the Apprentice is indentured to the Union, it is agreed that the Union and the Employer will mutually agree upon the minimum standard to be set for apprentice candidates.

NOTE: Where the male gender is referred to in this Agreement, the female gender shall be substituted when necessary.

APPENDIX "B"

WAGE SCHEDULE

TITLE	RATE EFFECTIVE	RATE EFFECTIVE
	1-MAY-08	01-MAY-09
CHARGE HAND + 15%	36.90	38.01
LEAD HAND + 10%	35.30	36.36
JOURNEYMAN WINDER	32.09	33.05
 <u>APPRENTICE WINDER</u>		
1ST SIX MONTHS - 50% OF JOURNEYMAN'S RATE	16.05	16.53
2ND SIX MONTHS - 55% OF JOURNEYMAN'S RATE	17.65	18.18
3RD SIX MONTHS - 60% OF JOURNEYMAN'S RATE	19.25	19.83
4TH SIX MONTHS - 65% OF JOURNEYMAN'S RATE	20.86	21.48
5TH SIX MONTHS - 70% OF JOURNEYMAN'S RATE	22.46	23.14
6TH SIX MONTHS - 75% OF JOURNEYMAN'S RATE	24.07	24.79
7TH SIX MONTHS - 80% OF JOURNEYMAN'S RATE	25.67	26.44
8TH SIX MONTHS - 90% OF JOURNEYMAN'S RATE	28.88	29.75
JRNYMAN/MACHINIST - RATE AS JOURNEYMAN WINDER	32.09	33.05
 <u>APP/MACHINIST - RATE AS APPRENTICE WINDER</u>		
HANDYPERSON - 50% OF JRNYMAN/MOTOR WINDER	16.05	16.53
AFTER ONE (1) YEAR BY MUTUAL AGREEMENT		
- 60% OF JOURNEYMAN MOTOR WINDER	19.25	19.83
PRE APPRENTICE - 40% OF JRNYMAN/MOTOR WINDER	12.84	13.22
AFTER SIX (6) MONTH		
- 45% OF JOURNEYMAN MOTOR WINDER	14.44	14.87
OTHER TRADESMAN - RATE AS JOURNEYMAN WINDER	32.09	33.05
OR APPRENTICE		
WAREHOUSEMAN – 40% OF JOURNEYMAN WINDER	12.84	13.22

1ST AID PERSON SEE ARTICLE 16.01 (C)

ALL OTHER CLASSIFICATION INCREASE AS PERCENTAGE STIPULATED IN APPENDIX "B" OF THE AGREEMENT.

THE UNION RESERVES THE RIGHT TO ALLOCATE OR INCREASE THE CONTRIBUTIONS TO THE RETIREMENT FUND (GROUP RRSP) FROM THE INCREASE IN HOURLY RATE.

It is mutually agreed that the RRSP Fund being converted from the past Pension Plan which was not subjected to Holiday Pay will not be considered for the calculation of annual or statutory holiday pay.

APPENDIX "C"

WELFARE AND RETIREMENT FUND

- (a) The Employer shall pay to the Joint Electrical Industry's Health and Welfare Plan, effective May 1, 2004, Two Dollars and Ten Cents (\$2.10) for each hour worked.

The Employer shall pay to the Joint Electrical Industry's Retirement Fund (GRRSP) effective May 1, 2006, Three Dollars and Fifteen Cents (\$3.15) for each hour earned for each employee covered by this agreement and,

Effective November 1, 2006 \$3.40 per hour earned
Effective May 1, 2007 \$3.65 per hour earned
Effective November 1, 2007 \$3.90 per hour earned

Payments to the said Welfare and Retirement Fund Plans based on hours worked shall be made by cheque, payable at par at the City of Vancouver, Province of British Columbia, to the Administrator of the Joint Electrical Industry's Welfare Plan, #101 - 4190 Lougheed Highway, Burnaby, B.C. V5C 6A8.

- (b) Payments shall be due and payable not later than ten (10) days after the termination of the calendar month in which the hours were worked. The Employer concerned will not only remain liable to the said Welfare Plan for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the time provided herein. The Employer shall also forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and the hours worked by each employee during such calendar month, and each employee's Social Insurance Number. A copy of such statement shall be sent to the I.B.E.W. office, 873 Desmond Street, Kamloops, B.C. V2B 5K3.
- (c) Annual and Statutory Holidays shall not, for the purpose of determining the contributions, be considered as hours worked unless work is actually performed on such days.

Each overtime hour worked, including overtime on annual and Statutory Holidays, or travel time outside the regular work day, shall for the purpose of Health and Welfare contributions, be considered as one (1) hour.

Each actual overtime hour worked, including overtime on annual and Statutory Holidays, or travel time outside the regular work day, shall for the purpose of Pension or Retirement Fund contributions, be considered as two (2) hours.

In addition to the hourly contributions for Welfare and Retirement Fund under Appendix "c", Five Cents (\$.05) per hour for each hour worked shall be contributed by the Employer to the Administrator, Electrical Industry's Welfare Trust Fund in Trust or to

such other person or Corporation in Trust as the parties hereto may agree from time to time in writing, on behalf of every employee covered by this Agreement, being:

Bursary Fund & Jury Duty - Five Cents (\$.05)

Payment shall be made by the Employer directly to the Fund by the tenth (10th) day of the month following the month that such contributions cover.

- (d) The Employer will post a list showing monthly contributions made to the Administrator of the R.R.S.P.

FOR YOUR REFERENCE ONLY:

Joint Electrical Industry's Health & Welfare Plan:

May 1, 2004

2.10

Joint Electrical Industry's Pension and Retirement Fund:

May 1, 2006 \$3.15 per hour earned

Nov 1, 2006 \$3.40 per hour earned

May 1, 2006 \$3.65 per hour earned

Nov 1, 2007 \$3.90 per hour earned

2.90

Bursary Fund & Jury Duty:

April 21st, 2001

.05

NOTE: All other classifications increase as percentages stipulated in Appendix "B" of the Agreement.