

VERSION II OF THE

**PROJECT MANAGEMENT**  
**AGREEMENT**

between

The Manitoba Building and Construction Trades Council

and

The Manitoba Floodway and East Side Road Authority

Covering the Red River Floodway Expansion Project

and

The East Side Road Project

Effective Date: November 22, 2010

Revised and Consolidated January 2013

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## PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway and  
East Side Road Authority  
(Hereinafter called "MFESRA")

of the first part

and

The Manitoba Building and Construction  
Trades Council  
(Hereinafter called "MBCTC" or "Council")

of the second part on its own behalf

and on behalf of the following Local Unions:

Construction & Specialized Workers Union Local 1258

International Union of Operating Engineers Local 987

General Teamsters Local 979

United Brotherhood of Carpenters & Joiners of America Local 343

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers Local 728

International Union of Painters & Allied Trades, Glass-workers Division, Signworkers & Carpet & Floor Tile  
Layers Division Local 739

International Brotherhood of Electrical Workers Local 2085

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States  
and Canada Local 254

Millwrights Local Union 1443

International Union of Bricklayers & Allied Craftworkers Local Union No. 1

Sheet Metal Workers International Association, Roofers Division, Sheeteters & Deckers Division Local 511

International Association of Heat & Frost Insulators & Asbestos Workers Local 99

International Union of Elevator Constructors Local 102

International Brotherhood of Boilermakers, Iron Shipbuilders & Helpers of America Local 555

Each being a trade Union within the meaning of the "Labour Relations Act"  
(hereinafter called the "Union")

of the third Part:

## PREAMBLE

Whereas the construction of the expansion of the Red River Floodway is a strategic infrastructure Project that is of vital importance to the community of Winnipeg and to the people of Manitoba.

And Whereas the construction of an all-season road along the east side of Lake Winnipeg is an infrastructure Project that is of vital importance to the residents of the east side of Lake Winnipeg.

And Whereas MFESRA and the Council recognize the tremendous importance of the success of these Projects to the people of Manitoba and confirm these Projects must be completed expeditiously, efficiently and economically.

And Whereas MFESRA and the Council recognize the importance of providing direct economic benefits to the local communities and the importance of developing employment/training equity initiatives for Manitobans; and in particular, the Parties are desirous of maximizing training and employment opportunities of residents of the east side of Lake Winnipeg.

And Whereas the Affiliated Local Unions have members who are Manitoba residents and competent and qualified to perform the work associated with the Projects.

And Whereas the Aboriginal people of Manitoba have members who are residents of Manitoba and competent and qualified to perform the work associated with the Projects.

And Whereas qualified Manitoba Contractors have Employees who are Manitoba residents and competent and qualified to perform the work associated with the Projects.

Now Therefore, the Parties mutually agree as follows:

## ARTICLE 1 – PARTIES AND APPLICATION OF AGREEMENT

- 1.1 MFESRA is the Crown Agency established by the Province of Manitoba and charged with the responsibility of the construction of expansion of the Red River Floodway and the construction of an all-season road on the east side of Lake Winnipeg.
- 1.2 Contractors, including subcontractors, who are contracted to perform work on the Projects will be governed by all terms and conditions of this Project Management Agreement (PMA) as if a party thereto and each shall sign a copy of this PMA before commencing any onsite work covered by the PMA.
- 1.3 Manitoba Building and Construction Trades Council (MBCTC) is composed of affiliated local construction trades unions as provided for in the constitution and by-laws of the Council.
- 1.4 The MBCTC hold themselves out as having the necessary authority to act as the exclusive and irrevocable agent of the Unions for the purpose of collective bargaining and administering this PMA on behalf of the members of each of the Affiliated Local Union.
- 1.5 The Unions agree to be governed by all terms of this PMA and by all lawful settlements of disputes and grievances pursuant thereto.
- 1.6 This PMA will apply, as of the date of execution, to all contracts awarded on the Floodway Expansion Project after the date of execution of this PMA and to all contracts awarded on the East Side Road Project following the date of execution of this PMA.
- 1.7 The revised, consolidated version of the PMA dated September 2010 will continue to apply to all contracts awarded prior to the date of execution of this PMA.
- 1.8 Subject to Article 4B, this PMA will not apply to works undertaken by Aboriginal Community Corporations pursuant to a Community Benefits Agreement entered into between MFESRA and a First Nation.

## ARTICLE 2 – DEFINITIONS

For the purpose of this PMA the following definitions shall apply:

- 2.1 “Aboriginal Person” means all individuals identified by the Canadian Constitution and recognized by the Aboriginal communities, and includes Status, Non-Status, Métis and Inuit peoples.
- 2.2 “Affiliate Local Union” means trade Unions which are represented by MBCTC for the purposes of this PMA and listed in the PMA as constituents thereof.
- 2.3 “Contractor” or “Employer”, wherever this term appears, means a firm or corporation who has been awarded a contract by MFESRA to undertake contracted construction work or services on the Project(s) and is employing Employees as defined herein.
- 2.4 “Council” or “MBCTC” means Manitoba Building and Construction Trades Council.
- 2.5 “Council Site Representative” means an individual appointed by MBCTC for the purpose of assisting with labour relations matters on a Project, in accordance with Article 14.2(a).
- 2.6 “Current Employee” means an individual who:
  - a) has been registered with a Union Hiring Hall for a cumulative period of not less than two weeks prior to that individual’s date of referral to a Contractor or subcontractor thereof; or,
  - b) has worked for the Contractor or a subcontractor thereof, as applicable, for a cumulative period of not less than 200 hours within the 12 month period prior to the contract award date (and in the case of a subcontractor, the subcontract award date); or has worked 200 hours or more for a Contractor or subcontractor who is a participating member of a joint venture formed to bid work on the Projects and hence deemed to be a Current Employee of that entity; or
  - c) has been hired in accordance with Article 22 of the PMA by a Contractor or subcontractor and as a consequence has worked on the Project for a cumulative period of not less than 200 hours.
- 2.7 “Employee” means a person employed on the Project by a Contractor or subcontractor in one of the classifications set out in the Appendices and who is not otherwise excluded under the provisions of Article 4.
- 2.8 “Escalation”, except as otherwise noted in Article 2.8.1, means the automatic revision and application of:
  - a) In the case of Appendix 1A and 1B (Heavy Construction), the rates of pay for the various classifications and any other specifically identified conditions of employment in accordance with the formula set out in that Appendix.
  - b) In the case of all other Appendices, the rates of pay for the various classifications and all other applicable provisions included in that Appendix to be generally consistent with corresponding provisions in the applicable Reference Agreement as they may change from time to time.

However, if there is a conflict between a provision in the PMA and a provision in a Reference Agreement, the PMA shall prevail.
- 2.8.1 Any new classification or new trade fund introduced in a Reference Agreement shall only be introduced in a corresponding Appendix of this PMA under the escalation provisions if:
  - a) There is mutual agreement by the Parties to introduce the new trade fund or classification; or
  - b) For a new classification only, the provisions of Article 28.2 are followed.

- 2.9 “Equity Hire” means a person who is generally underrepresented in the Manitoba workforce and includes Aboriginal Persons, women, visible minorities and persons with a disability and is ordinarily a resident of Manitoba.
- 2.10 “East Side Road Resident” means a person who is a member of a First Nation which is situated within the boundaries of the East Side Road Project, or who is a resident of one of the communities within the aforementioned Project boundaries. A map indicating the geographical boundaries of the East Side Road Project is set out in Schedule “B”.
- 2.11 “Hiring Hall Referral” means a person referred by one of the Unions in response to a Job Order under Article 22.
- 2.12 “MFESRA” means Manitoba Floodway and East Side Road Authority.
- 2.13 “MFESRA Site Representative” means an individual(s) appointed by MFESRA for the purpose of assisting with labour relations matters on a Project.
- 2.14 “Party(ies)” means Manitoba Building and Construction Trades Council and Manitoba Floodway and East Side Road Authority.
- 2.15 “Project(s)” means either the Expansion of the Red River Floodway Project or the East Side Road Project or both, as applicable.
- 2.16 “Reference Agreement” – means a collective agreement being used for reference purposes, specific provisions of which the Parties have agreed will be incorporated in this PMA in the Appendices.
- 2.17 In this Agreement where the masculine gender is used, it shall be considered to include the feminine gender and words imparting the singular shall also include the plural unless the context dictates otherwise; and reference to a Contractor shall be deemed to include a subcontractor, unless the context dictates otherwise.

### ARTICLE 3 – SAVINGS CLAUSE

- 3.1 All provisions of this PMA are subject to the applicable laws now and/or hereafter in effect. If any law or regulation now existing or hereafter enacted or proclaimed shall invalidate or disallow any portion of this PMA, the entire PMA shall not be invalidated and the existing rights, privileges and other obligations of the Parties shall remain in existence. The Parties shall attempt to agree on a replacement provision. If there is no agreement between the Parties on this issue, the matter shall be resolved by arbitration. In determining wording of the replacement term, the Arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

### ARTICLE 4A – SCOPE AND COVERAGE

*Article 4A applies only to work associated with the Expansion of the Red River Floodway Project.*

- 4.1A Subject to the provisions of 4.2A, this PMA applies to the Parties and all Employees who are covered, or intended to be covered, by the Appendices of this PMA and who are employed by Contractors awarded construction work by MFESRA associated with the expansion of the Red River Floodway and to any subcontractor thereof and their respective Employees involved in such construction work.
- 4.1.1 The construction work referenced above shall include but not be limited to:
- a) The onsite construction installation, upgrade, repair, dismantling or demolition of structures, devices, diverter spillways, dykes, channel work, roads and bridges necessary for the completion of the expansion of the Red River Floodway.
  - b) The onsite operation and maintenance of all heavy construction equipment including trucks and batch plants.

- c) The transporting of materials from designated stock piles or storage areas on the Project site; and the transporting of concrete and asphalt from its off loading point on the Project site to its installation point and the placement/installation of such materials; and the transporting of dismantled components of bridges or debris arising from demolition of structures or foundation preparation activities to its storage or disposal point, whether onsite or offsite.
  - d) The delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas, by any entity, when such materials are to be utilized in conjunction with any of the following contracted construction work:
    - West Dyke reconstruction
    - Inlet Control Structure erosion protection
    - Low flow channel rock riprap lining
    - Outlet Structure
    - Red River West Bank erosion protection near Outlet Structure
    - Any other contracts involving the delivery of aggregate which are designated by MFESRA in the tender documents as being subject to the provisions of 4.1.1(d) of this Article.
  - e) Subject to 4.2(j) of this Article, the delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas when such materials are to be utilized in conjunction with the installation, replacement, repair, removal or dismantling of bridges provided such materials are transported by an entity having the status of Contractor or subcontractor under the terms of the PMA.
- The provisions of 4.1.1(e) of this Article shall also apply to any other such work which is not covered by the provisions of 4.1.1(d) of this Article.
- f) Subject to 4.2(f) of this Article, the onsite activities associated with the dismantling for inspection, repair or replacement of existing components or equipment generally associated with Floodway Control Structures (Inlet Control Structure and Outlet Structure); and the subsequent installation of renovated or new components thereof.
  - g) Any other work or classification that the Parties mutually agree falls within the scope of this PMA.

4.2A This PMA shall not apply to:

- a) Project site work that is not within the jurisdiction of MFESRA.
- b) Employees of MFESRA.
- c) Engineers and other professional staff, technical staff, administration and office staff, security staff, catering staff and all levels of supervision above the rank of foreman, except as otherwise may be provided in an Appendix.
- d) Non-continuous work required on heavy construction equipment covering warranty repairs and technical support on maintenance.
- e) Specialized work performed by technical specialists from the equipment manufacturer on permanent equipment which was not assembled under the scope of the PMA; testing, inspection or service work performed under warranty by technical specialists from the supplier or manufacturers on any equipment installed under the scope of the PMA.
- f) The repair or renovation of existing components or equipment generally associated with Floodway Control Structures, performed in facilities located off the Project site.



- g) The delivery of parts, equipment and materials to the Project site on the basis of one drop per load. This provision shall not apply to the delivery of aggregate including riprap, as described in 4.1.1(d) and (e) above.
- h) The delivery of concrete by concrete mixer trucks to its offloading point on the Project site.
- i) The delivery of asphalt to its offloading point on the Project site.
- j) The delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas when such materials are to be utilized for the purposes described in 4.1.1(e) above, including the spreading of the aggregate by means of the delivery vehicle, carried out by an entity which, pursuant to the PMA, does not have the status of Contractor or subcontractor.
- k) Any other work or classification that the Parties mutually agree does not fall within the scope of this PMA.

#### ARTICLE 4B – SCOPE AND COVERAGE

*Article 4B applies only to work associated with the East Side Road Project.*

4.1B Subject to the provisions of 4.2B, this PMA applies to the Parties and all Employees engaged in contracted onsite construction work associated with the East Side Road Project and who are employed by Contractors (or their respective subcontractors) who have been awarded contracts by MFESRA. For purposes of this Article, 'onsite' means the area within the geographic boundaries of the East Side Road Project (see Schedule "B").

4.1.1 The construction work referenced above shall include but not be limited to:

- a) The upgrading of existing roads to all-season road status or the construction of new all-season roads including:
  - i. Clearing and grubbing of right-of-ways.
  - ii. Excavation for and construction of road beds.
  - iii. Processing of aggregate.
  - iv. Transportation of aggregate from onsite quarries or storage areas to its installation point; and its placement.
  - v. The transportation of non-granular material from onsite borrow areas to its installation point; and its placement.
  - vi. The transportation of excavated materials to their onsite disposal point.
  - vii. The transportation of concrete from an onsite batch plant to point of installation.
- b) The alteration or modification to existing bridges or the construction of new bridges or structures required to facilitate roadway access over rivers, streams, or other water laden courses; and any dismantling or demolition of existing structures and transporting of salvaged bridge components to an onsite storage area and debris to its onsite disposal point.
- c) The onsite operation and maintenance of heavy construction equipment covered by this Agreement and required to undertake the work described in 4.1.1(a) & (b) above.
- d) Subject to the provisions of 4.2B(h), the transportation of salvaged bridge components, parts, equipment and camp components from a construction site to any area outside the boundaries of the East Side Road Project when performed by an entity having the status of Contractor or Subcontractor under the terms of the PMA.
- e) Any other work the Parties mutually agree should be covered by the PMA.

4.2B This PMA shall not apply to:

- a) Project work that is not within the jurisdiction of MFESRA.
- b) Employees of MFERSA.
- c) Engineers and other professional staff, technical staff, inspection staff, administration and office staff, security staff, catering staff and all levels of supervision above the rank of foreman, except as otherwise may be provided in an Appendix.
- d) All exploration work
- e) Work covered by a Community Benefit Agreement between MFESRA and a First Nation or Northern Affairs Community located in the East Side Road Project area.
- f) Non-continuous work required on heavy construction equipment covering warranty repairs and technical support for maintenance.
- g) The transportation of supplies, materials, parts, equipment and camp components from any area outside of the boundaries of the East Side Road Project to its onsite delivery or storage point.
- h) The transportation of salvaged bridge components, parts, equipment, and camp components from a construction site to any area outside the boundaries of the East Side Road Project when performed by an entity not having the status of Contractor or subcontractor under the terms of the PMA.
- i) The transportation of concrete by concrete mixer trucks from any area outside the boundaries of the East Side Road Project to its onsite installation point.
- j) The operation and maintenance of a Contractor's construction camp. However, if an Employee, as defined in Article 2.7, is temporarily assigned to perform such functions, that Employee shall not be subject to any reduction in pay or benefits and all terms and conditions of the PMA will continue to apply to that Employee while so engaged.
- k) Small service-type contracts entered into between a Contractor and an East Side Road Project First Nation (FN) or a Northern Affairs Community (NAC) or a business entity of either of the foregoing provided that entity is at least 51% owned by the FN or NAC and also provided:
  - i. The work involved is not full-time and generally occurs on an "as required" basis; and ,
  - ii. Less than three (3) persons are required for the execution of the work, and the persons carrying out the work are East Side Road Residents.

For clarity, the scope-of-work intended to be covered by small service contracts includes:

- The loading of garbage, septage and grey water or other disposable items at the camp or construction site and its transport to the required disposal point.
- The delivery and off-loading at the camp or construction site of supplies and commodities such as fuel, potable water and foodstuffs.

#### ARTICLE 5 – NO STRIKE/NO- LOCKOUT

- 5.1 The provisions in this Article shall be strictly adhered to by all Contractors and subcontractors and their Employees.
- 5.2 Neither MBCTC, nor any representative of MBCTC or any of the Affiliated Local Unions, nor any Employee covered by this PMA shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work, study session,

slowdown or work stoppage of any kind on the part of any Employee or group of Employees during the term of this PMA.

- 5.3 The Employer, representatives of the Employer, the Contractor or representatives of the Contractor shall not in any way cause or direct any lockout of Employees during the term of this PMA.
- 5.4 MBCTC, the Affiliated Local Unions and the Employees shall not authorize, encourage, engage in or condone any picketing on the Project.
- 5.5 If any violation of Article 5.2 occurs, every effort shall be made by MBCTC and the Unions to achieve immediate full compliance with Article 5.2. Such action by MBCTC and the Unions shall include instructing such Employees to cease the prohibited activities and immediately return to work, if work has ceased, and perform their usual duties and resort to the grievance procedure for the settlement of any complaint. MBCTC shall immediately advise the Contractor and MFESRA of the specific steps it has taken in this regard.
- 5.5.1 If, pursuant to Article 5.5, the Employees do not return to work, MFESRA and the Contractor(s) may proceed to Court of Queen's Bench to jointly apply for a mandatory injunction requiring a return to work.
- 5.6 An Employee who engages in any of the prohibited activities set out in this Article may be subject to disciplinary action including dismissal and/ or other remedies that may be available. Furthermore, if such an Employee does not comply with the instructions from MBCTC and Local Union to return to work and perform his usual duties he may as a consequence be dismissed. In this event, he shall not be eligible for hire or rehire under this Agreement for a period of six (6) months, and his dismissal shall be deemed to be a dismissal for just cause.
- 5.7 The fact that MBCTC and/or a Union investigates or deals with an alleged violation of Article 5.2 shall not be deemed to be an acknowledgment by MBCTC and/or a Union that Article 5.2 has been violated.

#### ARTICLE 6 – NO CERTIFICATION

- 6.1 MBCTC and the Affiliated Local Unions shall not authorize, encourage, engage in or condone any attempts at certification of a Contractor or subcontractor with respect to that Contractor's or subcontractor's operations on a construction site covered by the PMA.

#### ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 Nothing in this PMA shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, including the making of rules relating to operations, provided such rules shall not be inconsistent with the specific terms of this PMA.

#### ARTICLE 8 – ADMINISTRATION MEETINGS

- 8.1 Joint meetings between the officers of MBCTC and the designates of MFESRA shall be held every three (3) months or as deemed necessary by mutual agreement of the Parties.
- 8.2 The purpose of meetings will be to discuss and review matters of mutual interest and concern related to labour relations on a Project arising from the application and administration of the PMA. Such topics may include any aspect of the following:
  - Tender processes
  - Status of contracts
  - Manpower estimates
  - Equity hiring and East Side Road participation rates

- Training initiatives

## ARTICLE 9 – TERM OF AGREEMENT

### *Article 9 Revised, Appendix “D”, MOU #1*

This PMA shall be effective on the date of signing and shall continue in effect as follows:

a) Expansion of the Red River Floodway Project

The terms and conditions of the PMA shall cease to apply to any work on the Expansion of the Red River Floodway on and after June 30, 2013, save and except as follows; if one or more of the three (3) construction contracts identified below have not been completed by this date, the termination date shall be deemed to be the last to occur Substantial Completion Date of the following contracts:

- i. Inlet Control Structure – East and West Gate Corrosion Protection
- ii. Inlet Control Structure – Control Room Refurbishment
- iii. Inlet Control Structure – Painting of the Cofferdam Structural Members

b) East Side Road Project

This Agreement shall terminate on:

- i. December 31, 2020; or
- ii. At the conclusion of the East Side Road Project,

whichever date is the first to occur; however, if a contract is ongoing at the time of (i) or (ii) above and the PMA would have otherwise terminated, in such a case, the PMA shall continue to apply to that contract and terminate at the date of total performance.

## ARTICLE 10 – JUST CAUSE

10.1 No Employee shall be disciplined or dismissed except for just cause.

## ARTICLE 11A – EQUITY EMPLOYMENT

*Article 11A applies only to work associated with the Expansion of the Red River Floodway Project.*

11.1A The PMA is intended to facilitate the hiring, training and advancement towards the attainment of journeyman status or its equivalent in the case of non-designated trades of Equity Hires (see Article 2.9 and Schedule “A”) on the Red River Floodway Project.

11.2A The Equity Hire objective for all construction contracts on the Project will be employment of a minimum of twenty percent (20%) of the Contractor's overall in-scope workforce hours to be comprised of Equity Hires.

11.3A Pursuant to the PMA, the sources of Equity Hires will include:

- a) The Contractor's Current Employees (see Article 2.6), and,
- b) The hiring procedure and referral system (see Article 22A and in particular, Article 22.4A and 22.5.10), and,
- c) The Floodway Training Initiative (see Article 22A and in particular, Article 22.2.1).

11.4A Supplemental to 11.3(c) of this Article, if journeymen in that trade are not available and provided the hiring of such apprentices would be in conformity with applicable apprentice to journeyman ratios, the

Contractor may elect to hire Equity Hire apprentices or trainees if the minimum 20% threshold is not being achieved.

- 11.5A Failure of a Contractor to meet the Employment Equity objectives as set out in this Agreement shall equate to a violation of the PMA, save and except if the Contractor has diligently followed the hiring procedure and can clearly demonstrate through the retention and sharing of said information with MFESRA that job-qualified Equity Hires were either not available or available but elected not to work on the Project.

#### ARTICLE 11B – EQUITY EMPLOYMENT

*Article 11B applies only to work associated with the East Side Road Project.*

- 11.1B The Parties agree that special initiatives must be taken to ensure that East Side Road Residents are provided employment, training and development opportunities on work covered by this PMA and associated with the construction of an East Side Road.
- 11.2B Pursuant to 11.1B, the Employment Equity objectives for each construction contract will be employment of a sufficient number of East Side Road Residents so that:
- i. for construction contracts primarily involved in the upgrading and construction of all-season roads – a minimum of thirty percent (30%) of the Contractor's overall in-scope work hours are to be worked by East Side Road Residents.
  - ii. for construction contracts primarily involved in the construction of bridges or structures to facilitate water crossings – a minimum of twenty percent (20%) of the Contractor's overall in-scope work hours are to be worked by East Side Road Residents
- 11.3B For clarity, MFESRA will confirm in each construction contract if thirty percent (30%) or twenty percent (20%) is to apply to that contract.
- 11.4B Contractors will source and hire East Side Road Residents in accordance with this PMA.
- 11.5B Failure of a Contractor to meet the Equity Employment objectives set out in this Agreement shall equate to be a violation of the PMA save and except if the Contractor can clearly demonstrate through the retention and sharing of records that the deficit occurred because of one or more of the following:
- i. East Side Road Residents were either not available to fill job vacancies or available but elected not to work on the Project;
  - ii. The effects of turnovers.

#### ARTICLE 12 – UNION SECURITY

- 12.1 All Employees covered by this PMA who are members or who secure membership in the appropriate Affiliate Local Union shall maintain such membership in good standing as a condition of employment.
- 12.2 All Employees employed by Contractors who are not members of the Union shall not be required to join the Union but shall be required to pay an amount equal to the amount normally required to be paid by a Union member in respect of MBCTC assessments and applicable Union dues, save and except as follows: when a union's dues are based on a fixed monthly amount and a variable amount (e.g. 10¢ per hour worked) and a non-union Employee works less than 20 hours in a month, only the variable amount shall apply.
- 12.3 All Employees performing work under this PMA, whether or not a member of an Affiliate Local Union, shall be represented by the Council and/or the appropriate Affiliate Local Union, which is party to this PMA and recognized by the Labour Relations Act of Manitoba.

- 12.3.1 Pursuant to 12.3, the MBCTC may communicate with any Employee any matter related to the interpretation and application of the PMA. However, in carrying out this function, the MBCTC shall not engage in any persistent behavior intended to compel an Employee to join a Union; and the MBCTC, or a Local Union or Members thereof, shall not discriminate against any Employee who elects not to join a Union.
- 12.4 It is understood and agreed that all Employees covered by this PMA have the opportunity, should they so desire, to seek membership in an Affiliated Local Union.
- 12.5 The Contractor shall not discriminate against any Employee by reason of the Employee's membership in the Affiliate Local Union or participation in lawful Union activities.

#### ARTICLE 13 – DUES, ASSESSMENTS AND FUND CONTRIBUTIONS

- 13.1 MFESRA Sponsored Funds: MFESRA has established a MFESRA sponsored Health Care Spending Account (HSA) and a Group Registered Retirement Savings Plan (GRRSP) for the benefit of any Employee who is not a Union member and hence is not participating in a Union's HSA and/or GRRSP as may be set out in the Appendices of this PMA. In such cases, subject to the provisions of Article 13.5, the required Employers contributions and any Employee deductions for HSA and GRRSP stipulated in an applicable Appendix of the PMA shall be applied by the independent third party administrator to MFESRA sponsored HSA and GRRSP plans, respectively.

MFESRA will provide the Contractor with Enrolment Forms to facilitate an Employee's participation in the HSA and GRRSP Plans. The Contractor will be responsible for ensuring that the Employee completes the forms at the time of hire and the Contractor will immediately forward the completed forms to the plans' administrator and the Contractor will also forward a copy of the forms to MFESRA at that time.

- 13.2 Fund Contributions: The Contractor shall make all required contributions and effect Employee deductions (i.e. payroll deduction) for all Employees covered by the PMA for all funds as stipulated in the Appendices or other areas of the PMA, as applicable, including but not limited to Trust Funds, Trade Improvement Plans, Education Funds, and Industry Promotion Funds.
- 13.2.1 Dues, Assessments and Initiation Fees: The Contractor shall make deductions from wages of all Employees covered by the PMA in respect of Union dues or service fees equating to Union dues and MBCTC assessments. MBCTC shall advise the Contractor and MFESRA in writing, in advance, of the required dues, assessments and initiation fees and any changes thereto.

When an Employee joins a Union, the Union shall be responsible for obtaining the Employee's written authorization and submitting same to the Contactor detailing the arrangements for payment of initiation fees if such fees are to be collected via payroll deduction.

- 13.3 Remittance Forms: The Contractor will be responsible for preparation of MFESRA Remittance Forms for the funds, dues, assessments and initiation fees referenced in Articles 13.1 and 13.2. The Contractor may opt to use his own remittance forms however the format/content of such forms shall be subject to the approval of MFESRA.
- 13.4 Submission of Forms and Contributions: The Contractor shall remit all contributions and deductions and corresponding Remittance Forms to a designated independent third party by the 10<sup>th</sup> of the month following the month for which contributions and deductions were made. The independent third party shall arrange for the distribution of monies to the applicable local Union, MBCTC or MFESRA-Sponsored Plans, as applicable.
- 13.5 Where a Contractor who, prior to the award of a contract on the Project, has established Health and Welfare and/or Pension Plans ("Employer Plans") for the benefit of his Employees, such Employer Plans may be used to satisfy the requirements of Article 13 of the PMA, provided that:



- a) The Health & Welfare Plan is a group insurance benefit plan and the Pension Plan or Group RRSP is a registered plan.
- b) All Current Employees and other Employees who are hired in accordance with Articles 22A and 22B of the PMA must be eligible to participate in the Employer Plans. If this is not the case, the application of the Employer Plans shall be restricted to covering only those Current Employees who, at the time of the award of the Contract, were participating in the Employer Plans, and provided that such Employees are also not members of a Union referenced in the Appendices of the PMA.
- c) The Employer provides MFESRA with a completed MFESRA Health & Welfare and Pension Plan Information Form. The completed information forms shall be immediately forwarded to MFESRA. The sufficiency of the Employer's and Employee's hourly contribution rate shall be subject to the approval of MFESRA.
- d) If the sum of the Employer's required overall contributions to the Employer Plans are less than the sum of the Employer's required contributions to the Health & Welfare and/or Pension Plans set out in the Appendices of the PMA, then the resulting deficit amount shall be contributed by the Employer to MFESRA sponsored Group Registered Retirement Savings Plan (GRRSP) or the Healthcare Spending Account (HSA), as applicable, for the benefit of the applicable Employee.
- e) If the sum of the Employee's required overall contributions to the Employer Plans are less than the sum of the Employee's required contributions to the Health & Welfare and/or Pension Plans set out in the Appendices of the PMA, then the resulting deficit amount shall be deducted at source as a payroll deduction and remitted by the Employer to MFESRA sponsored GRRSP or the HSA, as applicable, for the benefit of the applicable Employee.
- f) If the sum of the Employer's required contribution to the Employer Plans exceeds the sum of the Employer's required contributions set out in the Appendices of the PMA, then no further adjustment or contributions are required. The foregoing shall also apply to Employee required contributions.
- g) The Employer will, after its Plan has been approved by MFESRA in accordance with this Article, notify MFESRA in writing of the name and classification of all Current Employees participating in the Employer Plans. The Employer will advise MFESRA in writing of any additions or deletions to this listing within five (5) working days of such changes.

13.6 The Employer Plans shall not be utilized in place of an applicable Affiliate Union Plan or MFESRA sponsored plan until MFESRA is satisfied that the Employer Plans meet the requirements set out in this Article and the completed Information Form referenced in Article 13.5 above has been provided to MFESRA. Continuing use of the Employer Plans will be subject to the Employer providing MFESRA with satisfactory evidence that its Plans continue to meet the requirements of this Article.

13.7 At the time of award of Contract or at the time of hiring, whichever is later, an Employee must be covered by either the Employer's Plan, by an applicable Affiliate Union Plan or by MFESRA sponsored plans. If an Employee is covered by an Employer's Plan or MFESRA sponsored plan, and that Employee subsequently becomes a Union Member, that Employee shall have their future contributions or deductions applied to the applicable Affiliate Union Plan, effective as of the date that Union membership is acquired. Aside from this circumstance, no switching between plans will be permitted.

13.8 The MFESRA Health & Welfare and Pension Plan Information Form shall be immediately revised and resubmitted to MFESRA whenever a change occurs to the contribution rates of the Employer's Plan(s) and at the time of the award of any new contract.

#### ARTICLE 14 – MFESRA, MBCTC AND UNION REPRESENTATIVES

- 14.1 a) The Affiliate Local Union, where members of that Union are employed by a Contractor, may appoint or arrange for the election of a steward(s) from among the members so employed in accordance with that Local Union's by-laws and constitution. Where no shop steward is appointed, the MBCTC Site Representative shall be vested with the duty to represent such Employees.

- b) A non-working Steward will not be permitted.
  - c) The Council or the Affiliate Local Union shall notify the Contractor and MFESRA Site Representative, in writing, within forty-eight (48) hours (excluding non-working days) of the appointment of any Steward or when an Employee ceases to act as Steward.
  - d) The Contractors shall recognize that the Steward is acting for those Employees employed by that Contractor. The Steward shall not be discriminated against for expressing the wishes of any such Employees. The Steward may be called upon by the Contractor to assist in the settlement of grievances pursuant to the provisions of Article 18 of this PMA.
  - e) The Steward shall not be responsible for the interpretation or application of this PMA in any way.
- 14.2
- a) The MBCTC shall appoint a Council Site Representative who will be vested with full authority and power to service Employees, administer the application of the terms of this Agreement and assist MFESRA in implementation of Employee-oriented programs (e.g. application of Trust Funds). MFESRA agrees to recognize said representative.
  - b) In addition to the Council Site Representative, other duly authorized Affiliate Local Union representatives, carrying a properly authorized credential of the Council will be allowed access to the Project site to conduct Union business provided this is done without interfering with the progress of the work and the Local Union Representative complies with the following procedures:
    - i. With the exception of emergencies, the Local Union Representative will provide reasonable prior notification to the Contractor(s), of the date of his intended site visit. Such notification shall be concurrently provided to MFESRA and Council Site Representatives.
    - ii. On arrival at the Project Site, the Local Union Representative firstly reports to the Site Office of the Contractor(s). While on the site, the Local Union Representative must adhere to all safety requirements arising from that Contractor's safety orientation program.
- 14.3 MFESRA shall appoint a MFESRA Site Representative who will be vested with full authority and power to service MFESRA Contractors and subcontractors and administer the application of the terms of this Agreement. MBCTC agrees to recognize said representation.
- 14.4 If requested by a Contractor, MFESRA and Council Site Representatives shall be present at any discussions between the Local Union Representative and the Contractor, relating to the Agreement.
- 14.5 It is agreed that no Site Representative, Affiliate Local Union or Contractor has any power to alter or amend this PMA in any way. This is not meant to discourage arrangements made on site between the Site Representatives to resolve issues and disputes or institute mutually acceptable solutions. These arrangements, however, shall not have the effect of altering the PMA and are not to be used as past practice to interpret the PMA.

#### ARTICLE 15 – SAFETY AND HEALTH

*This Article shall be read in conjunction with the Appendices of the PMA and any specified trade-related safety requirements shall also be followed.*

- 15.1 The Workplace Safety and Health Act and Manitoba Regulations thereunder and any safety and health regulations established by the Prime Contractor and/or by MFESRA shall be complied with at all times.
- 15.2 Each Prime Contractor at each construction Project site shall establish a Safety and Health Committee to consist of Employer and worker representatives of Contractors on the Project site. Worker representatives shall be selected in accordance with the Act and its Regulations.
- 15.3 Each Safety and Health Committee shall act in accordance with The Workplace Safety and Health Act and Safety and Health Committee regulation.



- 15.4 The Safety and Health Committee shall consist of not less than four (4) or more than twelve (12) persons of whom at least half shall include worker representatives of Contractors on the Project site.
- 15.5 Pursuant to Article 15.4, the Council Site Representative shall co-ordinate and assist in the selection of Employee representatives.
- 15.6 The Employee representatives and the Contractor representatives serving on the Committee shall each elect a Chairperson who shall chair alternate meetings.
- 15.7 The Committee shall meet not less than once per month; however, if conditions warrant, a meeting may be convened at any time at the request of either Chairperson. Minutes of each meeting shall be prepared which shall record in appropriate detail:
- a) The issues discussed.
  - b) Any recommendations of the Safety and Health Committee.
  - c) Whether or not the issues have been resolved to the satisfaction of the Safety and Health Committee.
- 15.8 A representative of MFESRA and/or of the Council may attend Prime Contractor Safety and Health Committee meetings in an observer capacity to monitor the performance and effectiveness of the Committee.
- 15.9 Copies of the minutes of each Prime Contractor Safety and Health Committee meeting shall be forwarded to MFESRA and MBCTC.
- 15.10 To benefit the overall program of accident prevention, any unsafe conditions, unsafe acts and violations of safety and health regulations shall be reported as follows for immediate corrective action:
- a) In the case of Employees, directly to the Contractor's Foreman.
  - b) In the case of job Stewards functioning for each Union, directly to the Contractor's Foreman and/or Safety Officer.
- 15.11 All safety equipment, except hard hats and safety boots (unless an Employer as a condition of employment insists upon a particular type or color) shall be supplied by the Employer on a loan basis to the Employee who shall sign a receipt for same.
- 15.12 Any Employee to whom safety clothing or equipment is supplied shall be responsible for loss of the same or damage other than normal wear and tear; this shall include rainwear when necessary. An Employee will be deducted from his outstanding wages for costs of above if he fails to return the same to the Employer upon termination of his employment.

#### ARTICLE 16 – SEXUAL AND WORKPLACE HARASSMENT

- 16.1 Any discriminatory behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated. Personal harassment is defined to include but not be limited to: discrimination on the basis of gender, race, national or ethnic origin, colour, religion, age, sexual orientation, pregnancy, child birth, marital status, disability, conviction for which a pardon has been granted, political affiliation, Union membership, participating in the lawful activities of the Union and preventing by any means or manner of the exercise of any right conferred under this PMA or under any law of Canada and the Province of Manitoba.
- 16.2 Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated as it represents an unwarranted intrusion upon a person's sexual dignity as a

man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances. Employees have the right to work in an environment free from harassment, including sexual harassment, and the Parties shall take all steps necessary to ensure a harassment free workplace.

ARTICLE 17 – WORK SITE LUNCH ROOM/SHELTER AND SANITARY ARRANGEMENTS; EAST SIDE ROAD ROOM & BOARD PROVISIONS; AND MEDICAL EXAMINATIONS FOR CATERING STAFF

17.1 Lunch Room/Shelter

- a) A clean and adequate place of shelter, sufficiently heated and securely locked in which the Employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes shall be provided on the worksite.
- b) The shelter may be used for storage but it must provide sufficient room for the Employees' needs and accordingly shall be kept clear of building materials and other construction paraphernalia. The shelter where Employees eat their lunch shall not be used to store harmful chemicals, toxic substances and /or volatile substances.

17.2 Sanitary Arrangements

- a) The Employer shall provide adequate sanitary facilities on the work site commensurate with the number of Employees working as set out in Municipal, Provincial and Federal Government Regulations.
- b) The Employer shall be responsible for the maintenance and cleanliness of sanitary facilities on the work site and for keeping all areas free of hazards and debris. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness.
- c) If functional washbasins are not provided as part of the sanitary facilities, the Employer will provide waterless hand cleaner, hand sanitizer and paper towels.
- d) Where there is no potable running tap water available, bottled drinking water and paper cups shall be provided by the Employer.
- e) Sanitary conditions on the work site shall be the legitimate concern of the Safety and Health Committee established pursuant to Article 15.2. Any concern over the adequacy of sanitary conditions which cannot be mutually resolved on the work site shall be referred to the Safety and Health Committee for resolution. If the matter is not resolved to the satisfaction of this Committee, the Co-Chairpersons shall advise MFESRA's Contract Administrator and the applicable Contractor(s) of the concern.

17.3 East Side Road Room and Board Provisions

- a) Subject to the provisions set out below, a person who is hired by a Contractor or subcontractor to work on the East Side Road Project shall be provided with room and board in the Contractor's camp. Room and board shall consist of lodging and three meals per day for which there will be no charge to the Employee. However, if an Employee works more than four (4) hours beyond the normal period constituting a shift, that Employee shall be entitled to a fourth meal.
- b) If an Employee is absent from work without the Employer's authorization or the absence is not the result of bona fide sickness or injury, in such cases the Employer may assess the Employee a payroll deduction of fifteen dollars (\$15.00) for each day the Employee is absent and work is available.

- c) All Employees shall comply with all camp rules and regulations, a copy of which shall be posted in a conspicuous location in the camp complex. A copy of the camp rules shall be provided to the MFESRA and MBCTC Site Representatives.

#### 17.4 Medical Examinations – Catering Staff

A pre-employment medical examination, which shall be at the expense of the Contractor, shall be required for Employees of the Caterer who are directly involved in the preparation and handling of food. This examination will normally be given by a physician designated by the Contractor, prior to the Employee reporting to the Project Site.

### ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 It is agreed that it is the spirit and intent of this PMA to adjust grievances promptly.

18.2 “Grievance” means any difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of this PMA whether between the Contractor and any Employee bound by this PMA or between the Contractor and an Affiliated Local Union and/or the Council. MFESRA, the Contractor and the Council shall all have the right to initiate a grievance at 18.3.2, Step 2 (c).

#### 18.3.1 Step 1

The Employee or Employees concerned, with or without the presence of a job Steward, shall first seek to settle the grievance by discussion with the appropriate Trade Foreman. If a satisfactory solution of the grievance is not reached in this manner within three (3) working days after the incident giving rise to the grievance, the grievor(s) may proceed to Step 2, providing that is done within a further period of three (3) working days.

#### 18.3.2 Step 2

- a) Where the Employee is not a member of any of the Affiliate Local Unions, he may, by executing the Grievance Form attached hereto as Schedule “C”, proceed to attempt settlement or resolution of the grievance without the assistance of an Affiliate Local Union or the Council.
- b) For all unionized workers, failing settlement at Step 1, the grievance may be submitted by the Union to the Contractor and in this event, the grievance must be stated in writing and a copy of the grievance shall be immediately forwarded to MFESRA and the Council Site Representatives, respectively. Upon receipt of the grievance, the Contractor shall, without delay, arrange a meeting with the Union Representative for the purpose of dealing with the grievance. A written decision regarding the grievance will be provided within three (3) working days of the date of the meeting.
- c) In the case of a MFESRA, Contractor or Council grievance, the grievance must be stated in writing and a copy of the grievance shall be immediately forwarded to MFESRA and Council Site Representatives. Upon receipt of the grievance, the respondent shall, without delay, arrange a meeting with the griever for purposes of dealing with the grievance. A written decision regarding the grievance will be provided by the respondent within three (3) working days of the date of the meeting, a copy of which shall be forwarded to the aforementioned Site Representatives.

#### 18.3.3 Step 3

If the grievance has been submitted but not resolved at Step 2 above (i.e. 18.3.2(a), (b) or (c)), as applicable, MFESRA and Council Site Representatives shall meet to further review the grievance details and attempt to resolve the grievance. The Site Representatives may involve other persons who have knowledge of the circumstances giving rise to the grievance. Step 3 shall be completed within four (4) working days measured from the date of receipt of the required grievance response referred to in Step 2, above.

#### 18.3.4 Step 4

If the grievance has been submitted but not resolved at Step 3, either the grieving party or the respondent may request in writing, within seven (7) working days of the expiry of the four (4) working day period referred to in Step 3, that the grievance be assigned in the manner prescribed below to one of the following named arbitrators:

Bill Hamilton  
Blair Graham  
David Marr  
Diane Jones  
Michael Werier

The Chief Executive Officer of MFESRA and the Executive Director of MBCTC, or their respective delegates, shall meet and the names of the aforementioned arbitrators shall be placed into a container and a name picked completely at random.

If the arbitrator selected is unable to hear the grievance in a timely manner to meet the time limitations set out below, the process shall be repeated and a second arbitrator randomly selected from those remaining on the list.

If the named Arbitrators are unavailable, then the Minister of Labour of the Province of Manitoba shall be requested to appoint an Arbitrator.

The arbitration shall be conducted in accordance with the limitations and other provisions set out in Section 130 of "*The Labour Relations Act*" (expedited Arbitration).

The decision of the Arbitrator shall be final and binding on all parties.

The Arbitrator shall have the authority to make decisions only on issues presented to him. He shall not have the authority to change, amend, add to or detract from any of the provisions of this PMA.

The fee of the Arbitrator shall be borne equally by the Contractor and by the Affiliated Union(s), or the grieving party and the respondent, as applicable.

Failure of the grieving party to adhere to the limits established herein shall render the grievance null and void. Failure of the respondent to reply in accordance with the provisions of this Article will nonetheless entitle the grievor to submit the grievance to the next step of the grievance procedure. The time limits may be extended only by written consent of the parties involved at that particular step of the grievance procedure.

### ARTICLE 19 – ADJUDICATION – TRADE WORK ASSIGNMENTS

#### 19.1 Trade Work Assignments and Dispute Resolution Procedures

19.1.1 Subject to the terms and conditions of this PMA, the Contractor has the right to assign all work. The Contractor's assignment shall prevail unless modified by the adjudication process set out below and under no circumstances shall there be any interference with the progress of the work.

19.1.2 The purpose of this procedure is not designed nor is it intended to undermine the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The adjudication of jurisdictional disputes procedure as agreed to herein, is to provide the Parties with an expedited process for resolving jurisdictional work assignment disputes.

19.1.3 If an affected party fails to comply with the time frames provided herein, the proceedings shall nevertheless continue to the next step.

- 19.1.4 When a jurisdictional dispute occurs, the Plaintiff Union(s) shall, within two (2) working days, serve upon the Union who has been assigned the work in question with a notice that a dispute exists. The notice shall include a full and detailed description of the disputed work. A copy of the dispute notice shall be served on the Contractor and MFESRA. The Contractor will immediately review the detailed description of the disputed work and promptly advise the Parties of any errors or omissions.
- 19.1.5 The affected Union Business Managers or Representatives shall meet within two (2) working days of receipt of the dispute notice.
- 19.1.6 If the Unions are unable to reach agreement they shall jointly render a statement of facts of the dispute immediately to their respective International Representatives with copies to the Contractor, MBCTC and MFESRA.
- 19.1.7 The International Representatives of the affected Unions shall meet within two (2) working days from receipt of the statement of facts to effect a settlement. If the International Representatives are unable to reach agreement, they shall jointly render a statement of facts of the dispute immediately to their respective Affiliated Local Unions with copies to the Contractor, MBCTC and MFESRA.
- 19.1.8 If the dispute has not been settled, the Contractor, the Plaintiff Union(s) or the Union who has been awarded the work in question may request adjudication of the dispute within two (2) working days from receipt of the statement of facts outlined above. The request for adjudication of the dispute shall be served upon the Contractor, the Secretary of the Council, the affected Union(s) and MFESRA with a full and detailed description of the disputed work.
- 19.1.9 The Secretary of the Council shall contact the Adjudicator upon receipt of the request for adjudication and arrange for a hearing which shall be no later than three (3) working days from receipt of the request for adjudication. The Secretary of the Council shall notify all of the affected parties as to the date, time and precise location of the hearing.
- 19.2 Adjudication
- 19.2.1 The Parties agree that Bill Hamilton and John Korpescho shall serve as Adjudicator during the life of this PMA, whoever is first available.
- 19.2.2 Legal representation is prohibited from any meetings or hearings.
- 19.2.3 All correspondence relating to a jurisdictional dispute shall be served upon the affected parties by fax, with the original by mail.
- 19.2.4 The Adjudicator is not authorized to award back pay or any other damages for a miss-assignment of work. No party to this plan may bring an independent action for back pay or any other damages, based upon a decision of the Adjudicator.
- 19.2.5 Affected parties attending the hearing shall be limited to two (2) accredited representatives.
- 19.2.6 The Contractor shall attend all meetings and/or hearings and shall furnish a full description of the disputed work.
- 19.2.7 The Adjudicator is prohibited from hearing a jurisdictional dispute if there exists any job impediments relating to the disputed work caused by a Plaintiff Union, in which case the Contractor shall continue with the original assignment.
- 19.2.8 The Adjudicator shall review all evidence presented at the hearing and render a decision in absolute compliance with Article 19 of this PMA. The Adjudicator's decision shall be rendered within two (2) working days of the hearing and shall include a brief statement of the description of the work in dispute. The Adjudicator's written decision shall be as brief and concise as possible.

19.2.9 Any decision of the Adjudicator is binding on all parties and shall be implemented immediately. However, any decision of the Adjudicator may be appealed to the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry AFL-CIO.

### 19.3 Funding

19.3.1 Each party to the adjudication shall bear its own expenses for the hearing and agrees that the fees and expenses of the Adjudicator shall be borne by the losing party or parties as determined by the Adjudicator.

### 19.4 Adjudicator Review

19.4.1 The tenure of the Adjudicator shall be reviewed on an annual basis. By mutual agreement between MFESRA and MBCTC, the services of the Adjudicator may be terminated and an alternate appointed.

### 19.5 Composite Crews and Temporary Work Assignments

#### 19.5.1 Composite Crews

19.5.1.1 A composite crew means a crew consisting of more than one trade which has been assigned by a Contractor or Subcontractor to carry out, on a teamwork basis, a specified construction activity.

19.5.1.2 Composite Crews will be allowed on the Projects. The Contractor will be responsible for ensuring each of the trades involved are qualified by training and experience to carry out their respective assigned work components, safety standards are not compromised and the composite crew assignment is consistent with prevailing area practice.

19.5.1.3 If any dispute arises as to the appropriateness of a composite crew, the matter shall immediately be referred to MFESRA. MFESRA shall consult with the MBCTC and the Parties will review all information tendered in support of proceeding on a composite crew basis versus proceeding on the basis of traditional trade work assignments. If necessary, MFESRA shall have final approval as to whether or not a composite crew may be utilized.

#### 19.5.2 Temporary Work Assignments

19.5.2.1 A Contractor may assign an Employee to temporarily perform work in a different classification provided that Employee is fully qualified and capable of performing such work functions. In such cases, if the temporary assignment is to a lower classification there shall be no reduction of pay and if the temporary assignment is to a higher classification, the Employee shall be paid the prescribed rate for that higher classification if the assignment lasts more than one shift.

19.5.2.2 The provisions of Article 19.5.2 shall primarily, but not exclusively, apply to Heavy Construction Sector work and are intended to promote efficiencies where it is reasonable and practical to do so; and are not intended to accommodate a reduction in crew size.

### 19.6 PMA Pre-Construction Meetings

19.6.1 MFESRA will arrange for the convening of a PMA Pre-Construction Meeting for each contract awarded by MFESRA that is subject to the PMA. MFESRA will also arrange for the involvement of the MBCTC Site Representative in this process in order to discuss the Contractor's intended jurisdictional trade work assignments.

## ARTICLE 20 – REPORTING TIME

20.1 When an Employee takes his tools on the job and reports to the Contractor for the first time after being hired and is refused work for reasons other than inclement weather or the result thereof, or other emergency beyond the control of the Contractor, he shall be paid for the hours remaining in the shift, for which he initially reports, up to a maximum of four (4) hours at his straight time rate.



- 20.2 When an Employee reports to work at his marshalling point, work shack or regular place of work, and is not assigned work by his Foreman or Employer for reasons other than inclement weather and/or matters beyond the control of the Contractor, he shall be reimbursed a minimum of two (2) hours pay (provided he remains on the job site for two (2) hours or if he is asked to remain on the job site for more than two (2) hours but less than four (4) hours, he shall be reimbursed a minimum of four (4) hours pay.
- 20.3 Every Employee shall be advised of his marshalling point on the Project. If an Employee's marshalling point is to be changed by the Contractor, he shall be advised before quitting time on the preceding shift.

#### ARTICLE 21 –STATUTORY AND GENERAL HOLIDAY PAY

- 21.1 The following shall be observed as Holidays each year:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

- 21.2 Any other day, which is proclaimed by the Federal or Provincial government as a Holiday, shall also be observed.
- 21.3 Pay in lieu of Holidays is stipulated in the Appendices of the PMA.
- 21.4 No work shall be performed on Labour Day except in an emergency as necessary for the protection of life or property.
- 21.5 Notwithstanding the provisions of Article 21.1, an Employee may request June 21<sup>st</sup> off, without pay, in order to celebrate Aboriginal Day. The Employee shall make the request in the manner prescribed by the Contractor, at least five calendar days prior to June 21<sup>st</sup>. The request shall be granted unless, in the opinion of the Contractor, the job is required to maintain essential services or to complete critical activities. Where the request is granted, the Employee will not forfeit any accumulated time towards his next isolation leave.

#### ARTICLE 22A – HIRING PROCEDURE AND REFERRAL SYSTEM; TRANSFER PROVISION

*Article 22A applies only to work associated with the Expansion of the Red River Floodway Project.*

- 22.1A All Employees shall be hired in accordance with the hiring procedure set out below.

- 22.1.2 For purposes of this Article, the following shall apply:

- a) 'Job Qualified' means that a candidate for employment meets or exceeds the training, accreditation, skill and experience stated in a Contractor's job order.
- b) Job Registry System (JRS) means the system established by MFESRA for the registration, and skills and experience identification of persons seeking employment on the Project; and the referral of such persons in response to a Contractor's job order.
- c) 'Job Vacancy' or 'Vacancy' means an available position for a classification set out in one of the Appendices of the PMA.
- d) 'Union' means the Union identified with the Appendices of the PMA.

- e) 'Trade' means a major occupational grouping of classifications which have been incorporated directly or indirectly within one of the aforementioned Appendices, the scope-of-work of which are normally associated with the Union named therein.

## 22.2A Current Employees

The definition of a Current Employee is set out in Article 2.6 and when a person is hired (or in the case of Article 2.6(c) is to be designated) as a Current Employee, the Contractor shall:

- a) Complete, in all respects, MFESRA's Bi-Weekly Employment Report Form and include therein all Current Employees hired during this reporting period; such forms shall be remitted to and must be received by MFESRA no later than five (5) working days from the end of each applicable bi-weekly period. The bi-weekly reporting period adopted by the prime Contractor shall be utilized by any subcontractors.
- b) Canvas Current Employees to ascertain if any such Employees also qualify as Equity Hires, as defined in Article 2.9. If a Current Employee qualifies and voluntarily elects to be recognized as an Equity Hire, the Contractor shall arrange for that person to complete MFESRA's Voluntary Equity Self-Declaration Form which shall be submitted by the Contractor to MFESRA along with the aforementioned Bi-weekly Employment Report.

22.2.1 Notwithstanding the provisions of Article 2.6, when any Contractor elects to employ or continue employing a person who has completed the Floodway Training Initiative (reference: Schedule "A" of the PMA) and has acquired, pursuant to this Initiative, not less than 200 hours of paid work experience, that person shall be deemed to have met the requirements of Article 2.6(c). In such instances, the Contractor may utilize the provisions of Article 22.2A to have that person recognized as a Current Employee.

22.2.2 If requested by MFESRA, the Contractor shall provide reasonable proof (e.g. payroll records, record of employment) that a particular Current Employee has met the requirements of 2.6(a), 2.6(b), or 2.6(c) as applicable or has otherwise been hired in accordance with Article 22A. The Union(s) shall fully cooperate with the Contractor in providing such information in the case 2.6(a).

22.3A Subject to 22.4A, the Contractor shall have the option of filling Job Vacancies firstly, by utilization of the Contractor's Current Employees. For this purpose, the Contractor will be solely responsible for interfacing with the applicable local Union for obtaining referrals who meet the definition of a Current Employee as set out in Article 2.6(a) and sourcing Current Employees covered by the provisions of Article 2.6(b).

22.4A When:

- a) a Job Vacancy cannot be filled by a Current Employee, or
- b) a Job Vacancy arises and the requirements of the Equity Employment Strategy set out in Article 11A, cannot be met solely through the use of Current Employees,

the Contractor shall prepare and forward a job order to MFESRA specifying therein his specific requirements (e.g. classification and corresponding National Occupational Code, number of persons required, qualifications, experience, etc.) and stipulate the required sequencing of the job order in accordance with the criteria set out in Article 22.4.1A. The Contractor will be responsible for ensuring that any subcontractors are apprised as to the sequence that must be followed with respect to job orders placed during any bi-weekly period.

22.4.1 Sequence 1a followed by Sequence 1b, if necessary, shall be utilized by the Contractor whenever the Contractor's Equity Hire participation rate is 20% or less, of the overall labour workforce hours, as evidenced by the Contractor's most recent Bi-Weekly Report or if the Contractor's projection of Equity Hire participation indicates the 20% threshold will not be sustained.



Sequence 2 shall be utilized whenever the Contractor's Equity Hire participation rate is greater than 20% of the overall labour workforce hours.

Any change in the sequence required to be followed (e.g. Sequence 2 – Non-Equity to Sequence 1a – Equity or the converse) shall be effective on the first working day of the week subsequent to the week ending the bi-weekly reporting period referred in Article 22.2A.

If any question arises on this matter, MFESRA will be solely responsible for determining the Sequence to be followed.

The charts below reflect the two sequences and the rotational system. The order of rotation may vary (i.e. rotate) and will be dependent upon the rotation used to fill the Vacancies in a classification for a trade. MFESRA shall be solely responsible for determining the starting rotation within a sequence including the rotation to be followed when the Contractor decreases the number of Vacancies in a classification after a job order has been confirmed by MFESRA.

Sequence 1a is the starting point for all Equity job orders save and except if no Job Qualified candidates are available in this sequence. Sequence 1b is a continuation of Sequence 1a.

<p><b>If Equity Participation is 20% or Less</b></p> <p><b>SEQUENCE 1</b></p> <p><b>Equity Job Order Rotation</b></p>	<p><b>If Equity Participation is Greater than 20%</b></p> <p><b>SEQUENCE 2</b></p> <p><b>Regular Job Order Rotation</b></p>
<p><b>Sequence 1a – Equity Hire Candidates</b></p> <p>Firstly, Union Equity Hire candidates to fill the initial or 1<sup>st</sup> Vacancy for a classification (and the 3<sup>rd</sup> Vacancy for that classification if available, and so on)</p> <p>Secondly, JRS Equity Hire candidates to fill the next or 2<sup>nd</sup> Vacancy for that classification (and the 4<sup>th</sup> Vacancy for that classification, if available, and so on)</p> <p><i>Only when no Job-Qualified candidates are available from Sequence 1a rotations – proceed to Sequence 1b</i></p>	<p><b>Sequence 2 – Non-Equity /&amp; Equity Candidates</b></p> <p>Firstly, Union, Non-Equity Hire candidates to fill the initial or 1<sup>st</sup> Vacancy for a classification (and the 4<sup>th</sup> Vacancy for that classification, if available, and so on)</p> <p>Secondly, JRS Equity Hire Candidates to fill the next or 2<sup>nd</sup> Vacancy for that classification (and the 5<sup>th</sup> Vacancy for that classification, if available, and so on)</p> <p>Thirdly, JRS Non-Equity Hire candidates to fill the next or 3<sup>rd</sup> Vacancy for that classification (and the 6<sup>th</sup> Vacancy for that classification, if available and so on)</p> <p><i>Only if no Job-Qualified candidates are available from Sequence 2 rotations – proceed to below</i></p>
<p><b>Sequence 1b – Non-Equity Hire Candidates</b></p> <p>Firstly, Union Non-Equity Hire candidates to fill the initial or 1<sup>st</sup> Vacancy for a classification (and the 3<sup>rd</sup> Vacancy for that classification if available, and so on)</p> <p>Secondly, JRS Non-Equity Hire candidates to fill the next or 2<sup>nd</sup> Vacancy for that classification (and the 4<sup>th</sup> Vacancy for that classification, if available, and so on)</p> <p><i>Only if no Job-Qualified candidates are available from Sequence 1b rotations – proceed to below</i></p>	<p>Candidates from any other employment source (Article 22.5.10) if Vacancies remain after completion of Sequence 2</p>
<p>Candidates from any other employment source (Article 22.5.10) if Vacancies remain after completion of Sequence 1a and 1b</p>	

22.4.2 MFESRA will monitor each Contractor's job orders and for a current job order, MFESRA will confirm and advise the Union and the Contractor on a timely basis as to the rotation to be followed for each classification and attendant Vacancies.

22.4.3 The Contractor shall only fill Vacancies intended for allocation to the Union with Union candidates and Vacancies intended for allocation to the JRS with JRS candidates, as the case may be, so long as Job-Qualified candidates are available from both aforementioned sources.

22.5A The following conditions are applicable to all sequences:

- 22.5.1 On notification by MFESRA, the Union shall refer to the Contractor, via MFESRA, if available, one (1) Job-Qualified candidate for each Vacancy which has been allocated to the Union by MFESRA based on the sequence, rotation, and pursuant to the job order, the number of Vacancies required for each classification. On the same basis, the Contractor shall be provided, via MFESRA, if available, three (3) Job-Qualified candidates per assigned Vacancy allocated to the JRS.
- 22.5.2 The names of referrals from the Union and the JRS shall be forwarded to the Contractor by MFESRA as expeditiously as possible but in any event within 36 hours measured from the time of confirmation of this job order.
- 22.5.3 If Job-Qualified candidates are available from the Union but not the JRS, or the converse, the sequence shall nonetheless continue on this basis until the job order is filled or there are no Job-Qualified candidates to refer, whichever is the first to occur.
- 22.5.4 For candidates being referred from the JRS, MFESRA shall, prior or concurrent to their referral, attempt to contact such candidates for purposes of confirming their availability and alerting them of the possible job opportunity and interviewing by the Contractor.
- 22.5.5 The Contractor shall make a reasonable effort to contact a referral to discuss and assess the candidate's suitability in relation to the job order. However, if a referral cannot be readily contacted or, if a call back message is left by the Contractor for which a response is not received within eight (8) hours, in either case the referral shall be deemed to be not available.
- 22.5.6 The Contractor has the right to reject any candidate referred in accordance with this Article:
- i. if the candidate is not Job Qualified; or,
  - ii. if the candidate was previously employed on the Project and resigned within 30 calendar days of being hired or rehired or was discharged during the 12 month period preceding the job order; or,
  - iii. the candidate was previously employed on the Project and received more than two written warnings, or a suspension for inappropriate workplace-related conduct or activities; or,
  - iv. on any other reasonable grounds. MBCTC shall have the right to grieve the decision of a Contractor to reject any candidate referred in accordance with this Article only to the extent of and for the reason of claiming that a rejected referred candidate actually did meet the required qualifications specified in the job order.
- 22.5.7 If during the operation of a sequence:
- a) a Union referral(s) is rejected or otherwise not hired (see 22.5.8 of this Article), or
  - b) a JRS referral(s) is rejected or otherwise not hired,
- and, as a consequence, the number of candidates remaining to be assessed by the Contractor is less than the number of Vacancies remaining to be filled, then the Contractor shall immediately submit to MFESRA a request for additional referrals, in which case the provisions of 22.5.1 of this Article shall apply. The names of such additional referrals from the Union and the JRS shall be forwarded to the Contractor as expeditiously as possible. The Contractor's request for additional referrals shall be accompanied by MFESRA's reporting form stipulating the reason why a referral was not hired. If there are no Job Qualified candidates registered with the Union nor the JRS at the time of the Contractor's request for additional referrals, the process of filling the job order shall not be unduly delayed and in accordance with this Article the job order shall be advanced by utilization of the next sequence or the provisions of 22.5.10 of this Article, as applicable.
- 22.5.8 As Vacancies in a job order are filled, the Contractor shall immediately complete and submit, on MFESRA's reporting form, requested information identifying referrals who were hired. Furthermore, for candidates who were contacted and interviewed but not hired, the Contractor shall specify the reason on MFESRA's reporting form generally in accordance with:

- a) one of the rejection provisions set out in 22.5.6 of this Article.
- b) the provisions governing 22.5.5 of this Article (deemed not available).
- c) refused offer of employment.
- d) another qualified candidate was selected.

For administrative purposes, a listing of such provisions shall be included on MFESRA's form.

22.5.9 A person who, pursuant to this Article, is referred to and offered employment by the Contractor shall report to the Project site as soon as possible but in any event within a period of thirty-six (36) hours measured from the time the person is offered employment when the Contractor stipulates that his requirements are immediate. The Contractor, however, may stipulate a reporting time in excess of 36 hours in which case the latter shall apply. If a person failed to report within the stipulated time period and did not contact the Contractor during the allocated reporting time to request an extension of time that was acceptable to the Contractor, the Contractor shall submit MFESRA's form indicating the failure to report reason. Thereafter the Contractor shall have the option of proceeding as follows:

- a) reactivating the job order for purposes of acquiring a replacement referral(s); or,
- b) hiring a person from any other employment source, subject to the Equity-Hire provisions set out in 22.5.10 of this Article.

22.5.10 On completion of Sequence 1 or Sequence 2, as applicable, and provided the Contractor has completed the assessment process for existing referrals and there are no Job Qualified candidates to refer, the Contractor may recruit persons from any other employment source. For a Contractor subject to Sequence 1, the Contractor will give preference, if available, to Job-Qualified Equity Hire candidates available from such other employment source.

22.6A Notwithstanding any of the foregoing provisions of this Article, if more than 72 hours have lapsed since the registration of a job order and Vacancies remain, the Contractor may request MFESRA to assess the likelihood of designated remaining Vacancies being filled in the short term via a union or JRS referral. In such instances, if directed by MFESRA, the process for filling designated Vacancies shall immediately cease and the Contractor shall proceed in accordance with 22.5.10 of this Article.

22.7A MFESRA shall maintain a record of all job orders and the sequence the jobs are filled including the date, time and the name and preference of the person filling the job order.

22.8A The time limits in this Article shall be exclusive of Saturdays, Sundays and Holidays.

22.9A Transfer Provision

When:

- a) a Contractor or subcontractor is engaged on more than one Contract on the Expansion of the Red River Floodway Project, covered by this Agreement, and
- b) an Employee of that Contractor or subcontractor has been hired in accordance with Article 22A of the PMA,

then that Employee may be transferred by that Contractor or subcontractor between applicable contracts on the Expansion of the Red River Floodway Project.

## ARTICLE 22B – HIRING PROCEDURE AND REFERRAL SYSTEM; TRANSFER PROVISION

*Article 22B applies only to work associated with the East Side Road Project.*

22.1B All Employees shall be hired in accordance with the hiring procedure set out below.

22.2.1 For purposes of this Article, the following shall apply:

- a) Subject to the provisions of Article 22.4.2, 'Job Qualified' means that a candidate for employment meets or exceeds the training, accreditation (i.e. credentials such as certificates and licenses), skill and experience stated in a Contractor's job order.
- b) Job Registry System (JRS) means the system established by MFESRA for the registration, and skills and experience identification of persons, and in particular East Side Road Residents, seeking employment on the Project; and the referral of such persons in response to a Contractor's job order.
- c) 'Job Vacancy' or 'Vacancy' means an available position for a classification set out in one of the Appendices of the PMA.

22.2B Employment Forms

### 22.2.1 Monthly (4 Week) Employment Report

The Contractor shall complete, in all respects, MFESRA's Employment Report Form. This Form covers a four-week reporting period and is intended, amongst other things, to identify each in-scope Employee hired by a Contractor on a Contract, and in particular, Current Employees and East Side Road Residents; and to record the hours worked by each Employee and to use this information to enable computing Employment Equity data.

The completed Monthly Employment Form must be remitted to and received by MFESRA no later than the 10<sup>th</sup> of the month following the month (or 4-week period) in which the hours were worked. The reporting period adopted by the Contractor shall be utilized by any subcontractors. The Contractor may not substitute his own employment form without the written approval of MFESRA.

### 22.2.2 Weekly Employment Report

The Contractor shall complete, in all respects, MFESRA's Weekly Employment Report. This Form will indicate on the last working day of each week the following:

- Total number of in-scope Employees (i.e. Employees covered by the PMA).
- Total number of Current Employees (see definition in Article 2.6).
- Total number of East Side Road Residents (see definition in Article 2.10)

The Weekly Employment Report Form must be remitted to and received by MFESRA no later than the third (3<sup>rd</sup>) working day of the week following the week for which data is being reported. However, if electronic transmission is available on the construction site, the Form shall be forwarded on the 1<sup>st</sup> working day of that work week.

### 22.2.3 Equity Employment Form

The Contractor shall, at the time of hire, provide each Employee with a copy of MFESRA's Voluntary Employment Equity Self-Declaration Form and assist those Employees who qualify and voluntarily elect to be recognized as an Equity Hire in completing the Form.

The Form is intended to identify or confirm if a person qualifies an Equity Hire as defined in Article 2.9 and determining the rate of participation of Equity Hires on the Projects.

Completed Forms shall be forwarded to MFESRA at the same time as the Monthly Employment Report.

#### 22.2.4 East Side Road Resident Form

The Contractor shall, at the time of hire, provide each person who is hired as an East Side Road Resident with a copy of MFESRA's East Side Road Resident Form. The Contractor will assist such Employees in the completion of the Form and remit the Form to MFESRA at the same time as the Monthly Employment Report.

#### 22.3B Current Employees

22.3.1 The Contractor shall be solely responsible for sourcing Current Employees covered by the provisions of Article 2.6(b) and for interfacing with the applicable Local Union for obtaining referrals who meet the definition of a Current Employee as set out in Article 2.6(a).

22.3.2 Pursuant to Article 22.4B, the right to hire Current Employees shall cease effective at the end of any bi-weekly period if the ratio of East Side Road Residents employed compared to the total number of in-scope Employees employed is less than twenty percent (20%).

22.3.3 If requested by MFESRA, the Contractor shall provide reasonable proof (e.g. payroll records, record of employment) that a particular Current Employee has met the requirements of 2.6(a), 2.6(b), or 2.6(c) as applicable, or has otherwise been hired in accordance with Article 22B. The Union(s) shall fully cooperate with the Contractor in providing such information in the case 2.6(a).

22.3.4 Notwithstanding the provisions of Article 2.6, when any Contractor elects to employ or continue employing a person who has completed the Floodway and East Side Road Training Initiative (reference: Schedule "A" of the PMA) and has acquired, pursuant to this Initiative, not less than 200 hours of paid work experience, that person shall be deemed to have met the requirements of Article 2.6(c). In such instances, the Contractor may opt to have that person recognized as a Current Employee by appropriately completing MFESRA's Monthly Employment Form.

#### 22.4B Hiring Process

22.4.1 Hiring of Apprentices and Trainees: If the minimum threshold requirements set out in Article 11B are not being met for any reason, and in particular, if Job-Qualified East Side Road Residents are not available in sufficient numbers to meet the threshold Employment Equity objective, the Contractor may be requested to address the shortfall by implementing on-the-job training programs and pursuing the hiring of East Side Road Residents as trainees or apprentices. Moreover, if trainees or apprentices at more advanced levels are not available, the Contractor must hire more entry level candidates.

22.4.2 Job Order Parameters: The Contractor shall indicate in each job order for a classification in an Appendix of the PMA, the tasks to be performed by the incumbent and the expected level of competency in performing such tasks. In establishing an experience factor, the Contractor shall appropriately take into account intended skill acquisitions resulting from successful completion of an apprenticeship program and attainment of journeyman or Red Seal status; or an industry recognized training program for a classification not subject to an apprenticeship program. In any event, the Contractor shall refrain from overstating the experience factor.

22.4.2.1 The Contractor shall also indicate in the job order process the anticipated start date for employment and its duration and confirm the hourly rate to be paid in accordance with the applicable Appendix.

22.4.3 Interviewing of Candidates: When only one candidate has been referred to fill a Vacancy, the Contractor must contact that candidate. However, when more than one candidate has been referred to fill a Vacancy, the Contractor may opt not to contact all such candidates so long as the available Vacancy is filled by one of the referred candidates.

22.4.4 For persons listed in MFESRA's Registry System, MFESRA may also take into account a person's Transportation Departure Point (see Article 25.1B) and its proximity to the construction site for purposes of referral, and prioritize persons on this basis.

22.4.5 The Contractor shall be required to initiate a job order whenever one or more of the following conditions apply:

- a) A Current Employee cannot be sourced by the Contractor to fill a Vacancy.
- b) The right to continue hiring of Current Employees has been suspended pursuant to the provisions of Article 22.3.2.
- c) The minimum threshold Employment Equity requirements set out in Article 11B are not being met.

22.4.6 Hiring Procedure Steps: Whenever, as required by Article 22B, a job order is to be initiated, the following Steps shall be followed:

22.4.6.1 STEP 1: The Contractor shall commence the hiring procedure by initiating a Job Order, the prime purpose of which will be to source, assess and hire Job-Qualified East Side Road Residents in sufficient numbers to meet the minimum Equity Employment threshold objectives set out in Article 11B. The job order shall be forwarded to MFESRA utilizing MFESRA's Job Order Form, indicating in this Form his specific requirements (e.g. classification as per the applicable Appendix of the PMA, number of persons required, qualifications and experience). For information purposes only, MFESRA shall provide the MBCTC with a copy of the job order.

22.4.6.2 Subject to the provisions of Article 22.3.2, concurrently with the initiation of a job order, the Contractor may begin the process of hiring Current Employees.

22.4.6.3 On receipt of the Contractor's job order at STEP 1, MFESRA shall refer, in the sequence set out below, any registered Job-Qualified candidates as follows:

- i. Firstly, East Side Road Residents, as defined in Article 2.10.
- ii. Secondly, if Vacancies remain, Aboriginal Persons, as defined in Article 2.1, who normally reside in the Province of Manitoba.

When the threshold Equity Employment objective is being met and maintained based on data in Weekly and Monthly Reports, MFESRA may opt to refer Aboriginal Persons in advance of East Side Road Residents.

22.4.6.4 MFESRA shall have up to seventy-two (72) hours measured from the time the job order is received, in which to refer Job Qualified candidates to the Contractor. MFESRA will, immediately prior to their referral, attempt to contact each candidate to confirm their availability and willingness to work on the Project and alerting them of a possible job opportunity and interview by the Contractor.

22.4.6.5 MFESRA will provide the Contractor with relevant contact information and the Contractor will be responsible for contacting the candidates to discuss and assess the candidate's suitability in relation to the job order. MFESRA may opt to appoint a representative(s) from the East Side Road Project area to interface with Contractors and assist in all aspects of the hiring process for East Side Road Residents.

22.4.6.6 To expedite the process of referral and assessment, at any time during the aforementioned 72-hour time period, the Contractor may request MFESRA to provide additional Job-Qualified referrals.

22.4.6.6.1 At the conclusion of the 72-hour time period, the Contractor will notify MFESRA as to the following:

- a) particulars as to the Vacancies which have been filled including the name of the persons filling the Vacancies.
- b) particulars as to Vacancies which have not been filled but taking into account:
  - i. any hirings which may occur as a result of yet-to-be completed assessment of referred East Side Road Residents; and,



- ii. if the job order did not request trainees or apprentices, exercising the option of initiating a new job order for this purpose with the intent of filling one or more of the remaining Vacancies with a trainee(s) or apprentice(s), as applicable.
- 22.4.7 STEP 2: If Vacancies remain at the conclusion of Step 1, MFESRA shall immediately forward a copy of the job order to the applicable Local Union indicating for each classification, the number of Vacancies to be filled. The Union shall have up to forty-eight (48) hours in which to refer Job-Qualified candidates to the Contractor via MFESRA. The Union, immediately prior to their referral, will attempt to contact each candidate to confirm their availability and willingness to work on the Project and alert them of a possible job opportunity and interview by the Contractor. MFESRA will provide the Contractor with the name and contact information.
  - 22.4.7.1 To expedite the Step 2 process, the Union will refer, if available, at least two (2) Job-Qualified candidates for each Vacancy.
  - 22.4.7.2 The Contractor shall make a reasonable effort to contact a Union referral to discuss and assess the candidate's suitability in relation to the job order. However, if a referral cannot be readily contacted or, if a call back message is left by the Contractor for which a response is not received within eight (8) hours, in either case that referral shall be deemed to be not available.
  - 22.4.7.3 At the conclusion of the aforementioned forty-eight (48) hour time period, the Contractor will notify MFESRA as to the following:
    - a) Particulars as to the Vacancies which have been filled including the name of the persons filling the Vacancies.
    - b) Particulars as to Vacancies which have not been filled so the job order can be advanced to the next Step of the hiring procedure.
- 22.4.8 STEP 3: If Vacancies remain at the conclusion of Step 2, MFESRA shall have up to twenty-four (24) hours in which to refer Job-Qualified candidates who normally reside in any part of Manitoba.
  - 22.4.8.1 MFESRA shall, prior or concurrent to a referral, attempt to contact such candidates for purposes of confirming their availability and alerting them of a possible job opportunity and interview by the Contractor.
  - 22.4.8.2 The Contractor shall make a reasonable effort to contact a referral to discuss and assess the candidate's suitability in relation to the job order. However, if a referral cannot be readily contacted or, if a call-back message is left by the Contractor for which a response is not received within eight (8) hours, in either case that referral shall be deemed to be not available.
- 22.4.9 STEP 4: If Vacancies remain at the conclusion of the twenty-four (24) hour time period in Step 3 and provided the Contractor has completed the assessment process for existing referrals, the Contractor may recruit persons from any other employment source. The Contractor shall not hire any candidate who does not possess the qualifications and experience requirements set out in the Contractor's job order; and if lesser qualifications and experience are now acceptable to the Contractor, a new job order must be initiated which reflects the adjusted Job-Qualified criteria. The Contractor will, at the conclusion of Step 4, immediately advise MFESRA of the names of any persons hired and/or if a revised job order is to be initiated.
- 22.5B A person who, pursuant to this Article, is referred to and offered employment by the Contractor shall report to the Project site as soon as possible but in any event, subject to the availability of transportation, within a period of thirty-six (36) hours measured from the time the person is offered employment when the Contractor stipulates that his requirements are immediate. The Contractor, however, may stipulate a reporting time in excess of 36 hours, in which case the latter shall apply. If a person fails to report within the stipulated time period and did not contact the Contractor during the allocated reporting time to request an extension of time that was acceptable to the Contractor, the Contractor shall have the option of proceeding as follows:

- a) Reactivating the job order at the appropriate Step for purposes of acquiring a replacement referral(s) or,
- b) Hiring a person from any other employment source, as per Article 22.4.9.

22.6B The Contractor is prohibited from hiring a person who has not been referred in accordance with Steps 1, 2, and 3 above; such hiring shall only occur when the job order process has been advanced to Step 4 or by virtue of the provisions of Article 22.7B.

22.7B If a Contractor sources an East Side Road Resident who does not qualify as a Current Employee and upon review is not listed in MFESRA's Registry System, the Contractor shall provide MFESRA with the name and contact information to enable MFESRA to promptly complete his registration for employment on the Project. After consultation with the Contractor and provided that MFESRA concludes that other generally equally qualified East Side Road Resident candidates are not available, MFESRA may refer that person for employment by that Contractor.

22.8B The time limits in this Article shall be exclusive of Saturdays, Sundays and Holidays.

22.9B The Contractor has the right to reject any candidate referred in accordance with this Article:

- i. if the candidate is not Job Qualified, or
- ii. if the candidate was previously employed on the Project and resigned within 30 calendar days of being hired or rehired or was discharged during the 12 month period preceding the job order, or
- iii. the candidate was previously employed on the Project and received more than two written warnings, or a suspension for inappropriate workplace-related conduct or activities, or
- iv. on any other reasonable grounds.

The MBCTC shall have the right to grieve the decision of a Contractor to reject any candidate referred in accordance with this Article only to the extent of and for the reason of claiming that a rejected referred candidate actually did meet the required qualifications specified in the job order.

#### ARTICLE 23A – LAYOFF

*Article 23A applies only to work associated with the Expansion of the Red River Floodway Project.*

23.1A Subject to the provisions of Article 23.2A, when a reduction in the Contractor's work force on the Project is to be carried out, the Contractor shall layoff Employees, by classification, in the inverse order of hire (i.e.: last in, first out basis)

23.2A The order of layoff set out in Article 23.1A shall be followed except:

- a) When a Contractor is not meeting the required 20% Equity-Hire participation rate, or as a result of the layoff, the participation rate would be less than 20%, in which case Equity Hire candidates should be retained in employment provided the provisions of 23.2(b) and/or (c) of this Article do not apply.
- b) When an Employee is not job qualified to perform the remaining work or whose overall skills, abilities, or work performance, in the judgment of the Contractor, compares less favourably to the overall skills, abilities, or work performance of others similarly employed.
- c) When the progress and efficiency of the work would be significantly adversely impacted because of the resultant reallocation of Employees to different work locations.

23.3A When an Employee is required to be laid-off as a result of equipment breakdowns, shortages of materials or parts, unscheduled cessation of work, operation of the Red River Floodway or other like conditions, that person may be recalled for employment by the Contractor provided:



- a) The Employee is advised in writing at the time of lay-off that he is eligible for recall and a copy of this notification is concurrently forwarded to MFESRA.
- b) The recall is initiated by the Contractor prior to the expiry of 45 calendar days measured from the date of lay-off.

Subject to mutual agreement, due to extenuating circumstances, the 45 calendar day period may be extended.

- 23.3.1 To initiate the recall mechanism, the Contractor shall contact the person and notify MFESRA and the appropriate Local Union, if that person is a Union Member, of the re-employment.
- 23.4A The day-to-day deployment of crews on and off of a job, who were hired in accordance with Article 22A, is not to be affected by this Article.

#### ARTICLE 23B – LAYOFF

*Article 23B applies only to work associated with the East Side Road Project.*

- 23.1B Subject to the provisions of Article 23.2B, when a reduction in the Contractor's work force on the Project is to be carried out, the Contractor shall layoff Employees, by classification, in the inverse order of hire (i.e. last in, first out basis).

- 23.2B The order of layoff set out in Article 23.1B shall be followed except:

- a) When a Contractor is not meeting the required 30% or 20%, as applicable, Equity Employment objectives for East Side Road Residents or as a result of the layoff, the participation rate would be less than the aforementioned 30% or 20%, in which case East Side Road Residents should be retained in employment provided the provisions of 23.2B(b) or (c) do not apply.
- b) When an Employee is not job qualified to perform the remaining work or whose overall skills, abilities, or work performance, in the judgment of the Contractor, compares less favourably to the overall skills, abilities, or work performance of others similarly employed.
- c) When the progress and efficiency of the work would be significantly adversely impacted because of the resultant reallocation of Employees to different work locations.

- 23.3B When an Employee is required to be laid-off as a result of equipment breakdowns, shortages of materials or parts, scheduled or unscheduled cessations of work, or other like conditions, that person may be recalled for employment by the Contractor provided:

- a) The Employee is advised in writing at the time of lay-off that he is eligible for recall and a copy of this notification is concurrently forwarded to MFESRA.
- b) The recall is initiated by the Contractor prior to the expiry of 60 calendar days measured from the date of lay-off.

Subject to mutual agreement, due to extenuating circumstances, the 60 calendar day period may be extended.

- 23.3.1 The recall shall be carried out so there is general adherence to the intended employment preference provisions of Article 22.4.6.2B and the minimum threshold Equity Employment Requirements of Article 11B can be achieved.
- 23.3.2 If at the time of recall, any Employee eligible for recall is not available for re-employment, the hiring procedure must be followed if that Employee is to be replaced.
- 23.3.3 To initiate the recall mechanism, the Contractor shall contact the person and notify MFESRA and the appropriate Local Union, if that person is a Union Member, of the re-employment.

- 23.4B The day-to-day deployment of crews, on and off of a job, who were hired in accordance with Article 22B, is not to be affected by this Article.

#### ARTICLE 24 – HOURS OF WORK

- 24.1 Due to the nature of the Projects, Employees will normally be required, if directed, to work up to ten (10) hours per day and for up to six (6) days per week. Unless otherwise provided in the Appendices, Sunday will normally be a day of rest.
- 24.2 The hours of work on the Projects are not guaranteed.
- 24.3 Employees shall be at their places of work at regular starting time and shall remain working until regular quitting time, unless otherwise directed by the Contractor.
- 24.4 Regular hours of work will normally commence and end at the marshalling point, unless directed otherwise by the Contractor.
- 24.5 Notwithstanding the hours of work and overtime provisions of the Appendices, the following conditions shall apply:
- 24.5.1 Overtime payments at a rate greater than time and one-half will not be introduced or otherwise apply in any Appendix, for the first two (2) hours of overtime Monday to Friday (or the first to the fifth working days of the week) during the term of this Agreement.
- 24.5.2 When an Employee misses a shift, or portion thereof, during the period Monday to Friday (or the first to the fifth working days, as the case may be) of that work week, and such absence was unauthorized (e.g. not on a leave of absence, isolation leave or vacation approved by the Employer or other bona fide reasons such as illness or injury), then that Employee will be paid at the straight time rate on Saturday (or the sixth working day) until he has worked, pursuant to the applicable Appendix, the prescribed hours of work at straight time. The provisions of the Article shall be applied fairly and equally to all Employees who may miss a shift.

#### ARTICLE 25A – DAILY TRANSPORTATION - COMMUTING ALLOWANCE

*Article 25A applies only to work associated with the Expansion of the Red River Floodway Project.*

- 25.1A An Employee shall provide his own transportation at his own expense when commuting to a job site within twenty (20) kilometres of the Perimeter Highway of the City of Winnipeg.
- 25.2A Where Employees are required to use their own transportation to jobs beyond the limits described in 25.1A above, they shall receive a car expense of forty and one half (40.5) cents per kilometer traveled daily to and from the job site for that distance beyond the said limits. Commencing May 1, 2010, and yearly thereafter, the commuting allowance shall be adjusted by the percentage change in the Statistics Canada Index for Winnipeg Private Transportation Costs, March to March, provided that said amount shall not exceed the maximum permitted by Revenue Canada to be deducted as an expense to the Employer and not be treated as income to the Employee. The commuting allowance may be adjusted by such other formula as the Parties may mutually agree upon.
- 25.3A The distance to a job site from which commuting allowance will be paid is to be measured by automobile odometer over the shortest route which an automobile could reasonably be expected to travel and will be measured to the centre of the job site. The resulting distance, doubled to provide for a round trip, will be rounded off to the nearest whole kilometre. The result will determine the commuting allowance for that day.
- 25.4A The Employer may provide suitable transportation to and from a job site in lieu of commuting allowance provided for above, however, when such transportation is provided, it shall be from a convenient point

within the City of Winnipeg which is readily accessible by Employees and at which Employees may park their cars while they are at work.

- 25.5A The Employer assumes no liability for loss or damage caused to Employee vehicles while so parked.
- 25.6A An Employee who resides outside the City of Winnipeg and works on a job site beyond the twenty (20) kilometre boundaries of the Perimeter Highway will be paid the lesser of the measured commuting distance or the round trip distance from his place of residence to the centre of the job site where such distance is in excess of twenty (20) kilometres one way.
- 25.7A If an Employee uses his own transportation when transferring from one job site to another job site during the normal working hours at the Employer's request, he shall be entitled to receive the commuting allowance, as specified in Section 25.2A of this PMA, for the distance traveled and will continue to be paid for the time that he is commuting.
- 25.8A Where an Employee is required to provide the Employer with a drivers license abstract as a condition of employment, the Employee will incur the cost of one abstract in that calendar year. Any additional driver license abstracts required by the Employer in the same calendar year will be at the Employer's expense.
- 25.9A Where an Employee is hauling materials for the Employer and is fined for being overloaded, said fine shall be at the Employer's expense unless; 1) the load originated at a site equipped with a truck scale and was loaded by the Employee hauling the materials and/or 2) the load originated at a location that is equipped with a truck scale capable of displaying axel weights to the driver and the driver can see the display from inside the cab of the vehicle.

#### ARTICLE 25B – TRANSPORTATION, TRAVEL TIME AND ISOLATION LEAVE PROVISIONS

*Article 25B applies only to work associated with the East Side Road Project.*

##### 25.1B Transportation Departure Point (T.D.P.)

For purposes of this Article, T.D.P. means:

- a) For a person who qualifies as an East Side Road Resident (see article 2.10), the T.D.P. will be the community or location closest to a person's normal place of residence which is serviced by one or more modes of public transportation (i.e. air, rail, bus or water) the use of which, individually or in combination, provides access to the applicable East Side Road Project construction site.
- b) For a person other than an East Side Road Resident, the T.D.P will either be Winnipeg, The Pas, or Thompson, whichever community is located closest to that person's normal place of residence.

- 25.1.1 Notwithstanding the foregoing, the Contractor and a prospective Employee may mutually agree to utilize a different T.D.P. than that allocated in Article 25.1B, in which case, the mutually agreed to T.D.P. shall apply for that individual.

##### 25.2B Transportation on Hire or Rehire

- 25.2.1 Each Employee or prospective Employee will be responsible for arranging and providing transportation from that person's place of residence to that person's T.D.P. and return.
- 25.2.2 The Contractor will arrange and pay for transportation (including any taxes and fees) by air, rail, bus or water or a combination thereof, if required, from the applicable T.D.P. to the construction site. The Contractor may opt to utilize his own transportation equipment for any portion of the required itinerary.
- 25.2.3 A person may request to provide his own transportation to the construction site; and if this request is approved by the Contractor, that person will be reimbursed, on his first regular pay, an amount calculated in accordance with the following:

Effective November 1, 2012, forty-three point three (43.3) cents multiplied by the road distance in kilometers, by the most direct route between:

- i. A person's normal place of residence and the construction site; or,
- ii. That person's T.D.P. and the construction site,

whichever is the shorter distance.

25.2.3.1 Commencing May 1, 2011, and yearly thereafter, the commuting allowance shall be adjusted by the percentage change in the statistics Canada Index for Winnipeg Private Transportation Costs, March to March, provided that said amount shall not exceed the maximum permitted by Revenue Canada to be deducted as an expense to the Employer and not be treated as income to the Employee. The commuting allowance may be adjusted by such other formula as the Parties may mutually agree upon.

25.2.3.2 Subject to the provisions of Article 25.3B, a person who provides his own transportation shall be paid the same travel time as a person would have received if he had travelled by the Contractor's chosen method of transportation.

#### 25.3B Travel Time

25.3.1 All travel time, where applicable, shall be paid at the Employee's straight time rate.

25.3.2 A person directed by the Contractor to travel to the Project construction site shall be paid travel time at the Employee's straight time rate to a maximum of eight (8) hours. However, if the Employee is travelling via air from his T.D.P. and his actual travel time from the T.D.P. to the camp site is less than the aforementioned eight (8) hours, that Employee, subject to the eight (8) hour limitation, shall be paid up to one (1) hour additional travel time to compensate for pre-boarding and security requirements.

25.3.3 Payment of travel time: Except in the case of a lay-off, travel time will only be paid provided the Employee remains in employment for a minimum of 21 calendar days measured from the date of arrival at the Contractor's camp site; travel time shall be paid with the Employee's first pay which occurs subsequent to the aforementioned 21 calendar day period. If a person is laid-off prior to the 21 calendar-day period, the travel time shall be included with the Employee's final pay.

#### 25.4B Deduction of Transportation Costs and Expenses

25.4.1 An Employee must be employed at the site for a minimum of twenty-four (24) calendar days unless laid-off by the Contractor, otherwise the transportation and travel time costs incurred by the Contractor pursuant to the provisions of Article 25.2B and 25.3B will be deducted from the Employee's final pay.

#### 25.5B Lay-off

25.5.1 When an Employee is laid-off, the Contractor will arrange and pay for transportation for the Employee and his required tools from the construction camp site to the Employee's T.D.P. as per the transportation mode and travel time provisions set out in Articles 25.2B and 25.3B. Travel time shall be included in the Employee's final pay.

#### 25.6B Resignation and Discharge

25.6.1 An Employee who terminates his employment of his own volition or who is discharged by the Contractor shall be provided with transportation to the closest point of public transportation.

25.6.2 If sufficient funds are owing to the Employee who is discharged or resigns, the Contractor, on request, may either:

- a) Arrange and pay for transportation from the closest point of public transportation to the Employees T.D.P. or,
- b) Provide an advance equal to the cost of transportation referred to in (a) above,

and deduct the amount of (a) or (b) above from the Employee's final pay.

25.7B Isolation Leave (Rotational Leave)

- 25.7.1 An Employee shall have the option of taking an Isolation Leave after completing twenty-eight (28) calendar days of employment at the construction site. The 28-day Isolation Leave period shall commence on the Employee's arrival date at the construction site but shall exclude any days the Employee was absent from work when there was work available and when such absence was not authorized by the Contractor nor was the result of bona fide sickness or injury.
- 25.7.2 An Employee eligible for an Isolation Leave shall be provided transportation as per the provisions of Article 25.2B except the transportation shall be from the construction site to the Employee's T.D.P. and return at the conclusion of the Isolation Leave.
- 25.7.3 The duration of the Isolation Leave shall be for six (6) working days except if the Employee and the Employer mutually agree on a period shorter or longer than 6 working days.
- 25.7.4 An Employee will only be eligible for travel time associated with an Isolation Leave if the Appendix covering that Employee specifically provides for payment of Isolation Leave travel time. In such cases, travel time shall only apply on the return portion of the trip, the maximum travel time to be paid shall not exceed a total of six (6) hours and shall be paid pursuant to the provisions of Article 25.3.3.
- 25.7.4.1 Subject to the provisions of 25.7.4, an Employee covered by one of the following Appendices will be eligible for Isolation Leave travel time:

Appendix No.2 – Carpenters

Appendix No.3 – Labourers

Appendix No.4 – Crane Operators

Appendix No.5 – Iron Workers

Appendix No.6 – Rebar Workers

Appendix No.7 – Electrical Workers

Appendix No.8 – Painters

Appendix No.9 – Pipefitters

Additionally, if pursuant to the provisions of Article 28.3, an additional Appendix is incorporated into the PMA and the Reference Agreement for that Appendix provides for the payment of Isolation Leave travel time, it shall be deemed to be covered by Article 25.7.4.1.

- 25.7.5 An Employee who fails to return to work on the required date following an Isolation Leave shall be deemed to have resigned except if the Employee contacts the Employer on or prior to the expiry date of the Isolation Leave and provides reasonable proof, satisfactory to the Employer, that the delay in returning was justified.
- 25.7.6 On return from an Isolation Leave, an Employee must be employed at the construction site for a minimum of twenty-four (24) calendar days, unless laid-off by the Employer; otherwise the one-way transportation costs incurred by the Employer for transporting the Employee from his T.D.P. to the construction site may be deducted from the Employee's final pay.
- 25.7.7 To minimize disruptions to the Contractor's execution of the work, the Contractor shall have the latitude to delay or advance the commencement of an Employee's Isolation Leave by up to six (6) working days.

When this occurs, the deficit or surplus of calendar days shall be taken into account during the Employee's next calendar day accumulation period.

- 25.7.8 An Employee who opts not to take an Isolation Leave shall not be entitled to any transportation costs.

25.8B Travel time – Marshalling Point to Work Site

- 25.8.1 Any time spent travelling by an Employee in excess of twenty (20) minutes going to the work site and twenty (20) minutes returning from the work site shall be paid at the straight time rate. Travelling time shall be measured from the Employee's assigned marshalling point on the Project to the work site.

ARTICLE 26 – IN CASE OF INJURY

- 26.1 Should an Employee, as a result of injury incurred in the performance of his work, require first aid treatment, said Employee shall be paid for the time taken off work for the initial treatment. Should an Employee be injured to the extent that said Employee becomes eligible for Worker's Compensation, that Employee shall be paid to the end of the shift in which the injury occurred.
- 26.2 The Employee must report the accident on the day it occurs, or as soon as he becomes aware that he has been injured, to his Foreman or Employer and compensation forms are to be filled out correctly, as soon as possible, when necessary.
- 26.3 The Foreman or Employer's agent shall gather the injured Employee's tools and belongings and place them in his tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the Employee returns to work.
- 26.4 Transportation required to take an injured Employee from the work site to the closest first aid or medical facility, and return following treatment, shall be provided by the Contractor. However, if the Employee is provided written notification by the attending medical authorities that he is unable to return to work, due to medical reasons, for a stipulated period of time, the Contractor shall provide transportation from the medical facility to the Employee's T.D.P.

ARTICLE 27 – TERMINATION OF EMPLOYMENT

- 27.1 An Employee who intends to resign shall provide the Contractor with at least one (1) hour notice.
- 27.2 The Contractor shall give an Employee one (1) hour paid notice of lay-off during which the Employee will pack his tools and leave the job site. The Contractor will mail to the Employee, by registered mail, within two (2) working days of the date of termination of employment, the Employee's:
- a) Wages to time of lay off.
  - b) Vacation pay allowance.
  - c) Travel allowance, commuting allowance and/or board allowance due (if any).
  - d) Statutory Holiday pay allowance.
  - e) Record of Employment; Statutory Holiday and vacation pay amounts to be entered separately on the Record of Employment.
- 27.3 Provided an Employee requests same at the time of leaving the job site, an Employee may attend the Contractor's office in the afternoon of the second working day from the date of termination to obtain the items listed in Article 27.2. Out-of-Province Employers will be required to give each Employee a statement of hours and overtime hours owing, signed by an authorized representative of the Employer, at the time of termination.
- 27.4 The Contractor will mail to an Employee who resigns or is discharged all pay records and allowances no later than seventy-two (72) hours of receiving that Employee's last time card.



## ARTICLE 28 – APPENDICES, ADDITIONAL CLASSIFICATIONS, REFERENCE AGREEMENTS AND ESCALATION OF APPENDICES

- 28.1 Appendices: The wage rates, classifications and other conditions of employment specifically identified in the Appendices shall apply to work under this PMA.
- 28.2 Additional Classifications: A Contractor or Local Union may request the introduction of a new classification in an Appendix. If this occurs, the request shall be in writing to MBCTC and MFESRA and shall indicate the reasons why a new classification is required. The Parties shall meet within 30 calendar days of notification and if the Parties agree a new classification is warranted, establish the rate of pay for the new classification and its effective date.
- 28.3 Additional Appendices: If for any reason during the life of this Agreement an additional Appendix is required, the MBCTC shall provide MFESRA with a copy of the applicable Reference Agreement to which the Affiliate Local Union (as defined in Article 2.2) is signatory. MFESRA shall forthwith prepare the Appendix, the contents of which relating to conditions of employment shall be modeled on the content of other Appendices governing Industrial, Commercial and Institutional Sector work. When finalized and agreed to by the Parties, the new Appendix shall be deemed to part of the Collective Agreement from that date forward, however, its terms and conditions shall only apply on contracts awarded on and after the date of its incorporation into the Agreement.
- 28.4 Reference Agreements: If during the term of this Agreement, a Reference Agreement ceases to exist, the Parties shall meet within 30 days of written notification from either Party for purposes of establishing a replacement method of escalation of applicable provisions in an Appendix intended to be subject to automatic escalation. Pending settlement of this matter, the existing provisions in the effected Appendix shall continue uninterrupted.
- 28.5 Escalation of Appendices: To enable prompt and timely adjustment of an Appendix, MBCTC shall forward to MFESRA a duly signed copy of each renewed Reference Agreement pertaining to that Appendix immediately following its signing (see also Article 2.8).

## ARTICLE 29 – INTERPRETATION OF THE PROJECT MANAGEMENT AGREEMENT

- 29.1 Interpretation of this PMA shall be restricted to MFESRA, the Council, and an Arbitrator appointed under the provisions of Article 18 of this PMA. If the interpretation relates to a provision in an Appendix which has been extracted in whole or in part from a Reference Agreement, MFESRA and MBCTC shall be responsible for consulting with the CLRAM and the applicable Local Union, respectively, and if deemed warranted, arranging for their participation in any ensuing arbitration.

## ARTICLE 30 – ENABLING CLAUSE

- 30.1 It is understood and agreed to by the Parties hereto that where a particular Article or Articles is or are found to work a hardship on an Employer(s), said Article or Articles may be modified or an Employer may be given relief there from by mutual consent of the Parties in written form.

Such modifications may apply to a single Union, several Unions or all the Unions. It is further understood and agreed to by the Parties hereto that where mutual consent for such modifications cannot be achieved the matter shall not be subject to either the grievance or arbitration process.

## ARTICLE 31 – EAST SIDE ROAD CAMP STANDARDS

- 31.1 Subject to Article 31.3 below, camp standards agreed to by the Parties for application on the East Side Road Project shall apply on that Project.
- 31.2 MFESRA shall be solely responsible for the application and administration of any agreed-to standards and no aspect of this Article shall be the subject of a grievance.

- 31.3 MFESRA reserves the right to change any aspect of the camp standards as contractual conditions may dictate. If this occurs, MFESRA shall advise the MBCTC, in writing, of the changes to be implemented.
- 31.4 MFESRA agrees to meet with the MBCTC, generally on an annual basis during the tenure of this PMA, to further review and discuss camp standards. If changes are agreed to, MFESRA will arrange for the introduction of such changes during the tendering process for new applicable contracts on the Project.



IN WITNESS WHEREOF the Parties hereto have executed this Project Management Agreement to take effect as of and from the 22 day of November, 2010.

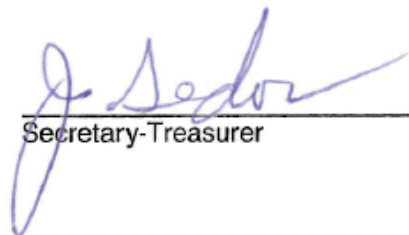
MANITOBA FLOODWAY AND EAST SIDE ROAD AUTHORITY

Per:   
Chief Executive Officer

MANITOBA BUILDING AND CONSTRUCTION TRADES COUNCIL

Per:   
President

  
Executive Director

  
Secretary-Treasurer

on its own behalf and on behalf of and as agent for the following Local Unions:

Construction & Specialized Workers Union Local 1258

International Union of Operating Engineers Local 987

General Teamsters Local 979

United Brotherhood of Carpenters & Joiners of America Local 343

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers Local 728

International Union of Painters & Allied Trades, Glass-workers Division, Signworkers & Carpet & Floor Tile Layers Division Local 739

International Brotherhood of Electrical Workers Local 2085

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local 254

Millwrights Local Union 1443

International Union of Bricklayers & Allied Craftworkers Local Union No. 1

Sheet Metal Workers International Association, Roofers Division, Sheeteters & Deckers Division Local 511

International Association of Heat & Frost Insulators & Asbestos Workers Local 99

International Union of Elevator Constructors Local 102

International Brotherhood of Boilermakers, Iron Shipbuilders & Helpers of America Local 555

CONTRACTOR ☐ SUBCONTRACTOR ☐ (✓) as applicable

On behalf of \_\_\_\_\_  
(Name of Contractor or Subcontractor)

If Subcontractor; name of Prime Contractor: \_\_\_\_\_

MFESRA Contract number: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_  
Secretary

## SCHEDULE "A"

### EQUITY EMPLOYMENT

#### 1) Introduction

MFESRA is committed to Equity Employment on the Projects. To this end, MFESRA will include in the PMA and/or construction contracts, provisions enabling the hiring and training of Equity Hires (see Article 2.9) and East Side Road Residents (see Article 2.10) as applicable; and provisions establishing threshold Employment Equity objectives.

#### 2) Floodway and East Side Road Training Initiative (FTI)

##### 2.1 FTI Components

###### a) Training Component

This training component will generally be restricted to Non-Designated Trades and Occupations (Trades not governed by the Apprenticeship Act) and its purpose is to prepare participants for work in the construction industry and/or participation in the Work Experience Component of the FTI. MFESRA will be solely responsible for the arranging of the Training Component including its funding and selection of participants.

###### b) Work Experience Component

Participants in this training component may include Designated and/or Non-Designated Trades and the training will occur on a construction site on the Projects. The purpose of this component is to facilitate skill development and relevant trade knowledge acquisition and to advance participants towards the acquiring of journeyman status or its equivalent in the case of Non-Designated Trades.

MFESRA will:

- i. Designate the contracts in which the Work Experience Component will be required and stipulate the number of participants to be employed, the duration of their employment and such other conditions as may be applicable.
- ii. Provide the Contractor with participants for the Work Experience Component; in the case of Non-Designated Trades, the participants will be selected by MFESRA from the initial Training Component (see 2.1(a) above); and in the case of Designated Trades MFESRA will identify candidates from which participants will be selected by the Contractor.
- iii. Appoint a Training and Development Coordinator who will be primarily responsible for liaison with the Contractor in respect of the Work Experience Component in Non-Designated Trades and Occupations. The coordinator will also liaise with the MBCTC as may be required.

##### 2.2 Equity Criteria

The initial focus of the FTI will be East Side Road Residents for the East Side Road Project and Aboriginal candidates followed by other Equity Hire group members for the Expansion of the Red River Floodway Project.

##### 2.3 Procedures

When a Contract requires implementation of the Work Experience Component, the Contractor:

- a) Will pay the FTI work experience participants in accordance with the Appendices of the PMA and MFESRA will advise the Contractor as to the number of relevant pre-employment and/or practical

hours which shall be recognized by the Contractor for purposes of establishing the appropriate rate of pay.

- b) Will be responsible for the provision of supervision, labour (including workplace coaching and mentoring, as applicable), and the necessary equipment and materials.
- c) Will ensure the participants receive relevant trade or occupation related work.
- d) Will maintain complete and accurate records of pay, performance, hours of work for each FTI participant and make such information available to MFESRA Training and Development Coordinator.
- e) Will designate an on-site representative to liaise with MFESRA Training and Development Coordinator.
- f) Will provide workers compensation coverage for all assigned FTI participants.

When the performance of an FTI participant involved in the Work Experience Component in a Non-Designated Trade or Occupation is found by MFESRA and the Contractor to be inadequate, and such a participant is removed for remedial training and/or reassignment, MFESRA reserves the right to provide the Contractor with a replacement. The Contractor is not responsible for any costs associated with remedial training or reassignment.

When the performance of an FTI participant involved in the Work Experience Component in a Designated Trade or Occupation is found by the Contractor to be inadequate, the Contractor will immediately advise MFESRA's Training and Development Coordinator and request the assistance of the Coordinator in finding a mutually satisfactory resolution. If the employment of such a person is terminated, MFESRA reserves the right to provide the Contractor with a replacement.

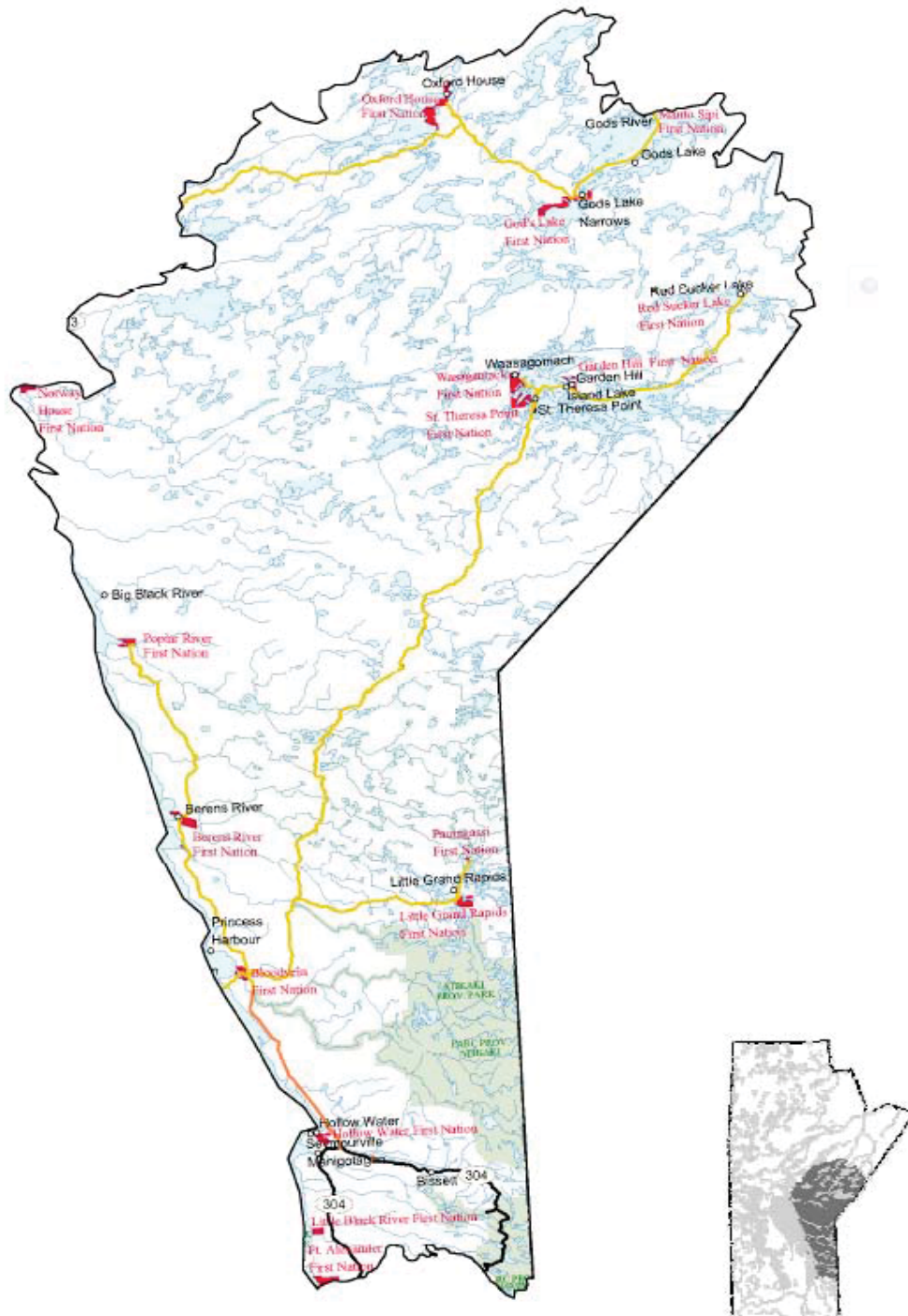
#### 2.4 Application of the Project Management Agreement (PMA)

The PMA will apply to the Work Experience Component subject to the following conditions:

- a) FTI participants involved in Non-Designated Trades and Occupations will be selected and referred as set out in this FTI and Article 22A or 22B, as applicable, shall be deemed not to apply to such persons.
- b) The removal of an FTI participant, involved in Non-Designated Trades and Occupations, for remedial training or reassignment shall not be the subject of a grievance.
- c) All FTI participants will be employed for a contractually pre-determined duration and the provisions of Article 23A or 23B, as applicable, (Layoff) shall be deemed not to apply to FTI participants.

**SCHEDULE "B"**

## GEOGRAPHIC BOUNDARIES OF THE EAST SIDE ROAD PROJECT



This map is for purposes of the  
Project Management Agreement only.

**SCHEDULE "C"**

**Opting Out of Grievance Procedure for Employees Who Choose Not to Join a Union**

**GRIEVANCE FORM**

I, \_\_\_\_\_, being a worker on either the Floodway Expansion Project or East Side Road Project employed by \_\_\_\_\_, in accordance with Article 18.3.2, do not wish to be represented by The Manitoba Building and Construction Trades Council or any Affiliate Local Unions who are party to the Project Management Agreement, concerning my grievance dated \_\_\_\_\_.

I understand that I will be representing myself regarding this grievance and I hereby release The Manitoba Building and Construction Trades Council and/or any Affiliate Local Unions from any and all obligation they may have to represent my interests pursuant to the Project Management Agreement or *The Labour Relations Act of Manitoba*.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature (Grievor)

\_\_\_\_\_  
Date

**SCHEDULE "D"**

**MEMORANDA OF UNDERSTANDING**

1. MOU #1 – Article 9, Term of Agreement



## PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority and East Side Road Authority

("MFESRA")

- and -

The Manitoba Building and Construction Trades Council

("MBCTC")

### MOU #1 – Article 9 – Term of Agreement

WHEREAS the MFESRA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated November 22, 2010;

AND WHEREAS the Parties now wish to amend Article 9 of the PMA as follows:

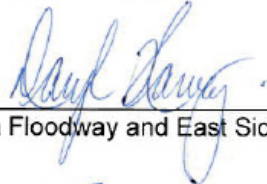
1. To delete Section (a) of Article 9 pertaining to the termination of the PMA in relation to the Expansion of the Red River Floodway Project; and to substitute in its place the following:

"a) Expansion of the Red River Floodway Project

The terms and conditions of the PMA shall cease to apply to any work on the Expansion of the Red River Floodway on and after June 30, 2013, save and except as follows; if one or more of the three (3) construction contracts identified below have not been completed by this date, the termination date shall be deemed to be the last to occur Substantial Completion Date of the following contracts:

- i. Inlet Control Structure – East and West Gate Corrosion Protection
  - ii. Inlet Control Structure – Control Room Refurbishment
  - iii. Inlet Control Structure – Painting of the Cofferdam Structural Members"
2. This MOU shall be effective on the date of signing.

Agreed to this 6<sup>th</sup> day of December, 2012.

  
Manitoba Floodway and East Side Road Authority

  
Manitoba Building and Construction Trades Council

## **APPENDIX NO. 1A – HEAVY CONSTRUCTION SECTOR\***

*Appendix 1A applies only to work associated with the Expansion of the Red River Floodway Project.*

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**International Union of Operating Engineers, Local Union No. 987  
&  
General Teamsters, Local Union No. 979  
&  
Construction and Specialized Workers Union, Local Union No. 1258  
PROJECT MANAGEMENT AGREEMENT**

### **1. HOURS OF WORK AND OVERTIME**

- a) The standard hours of work at straight time shall consist of a maximum of eleven (11) hours per day and forty five (45) hours per week, Monday to Saturday.
- b) A one-half (½) hour, unpaid lunch break, to be taken at the work site, and two (2) ten (10) minute coffee breaks will be allowed per shift at times mutually satisfactory to the Employee and the supervisor. An additional coffee break will be provided after nine (9) hours of work.
- c) For all work performed beyond the standard hours per day or per week, Monday to Saturday, the rate shall be one and one-half times (1½x) the standard hourly rate.
- d) For work performed on Sundays and recognized holidays, as per Article 21, the rate shall be two times (2x) the standard hourly rate.

### **2. SHIFT CONDITIONS**

- a) On any job that a second shift is worked, an Employee shall be paid a shift premium of 5% of his/her standard hourly rate of pay for each hour worked at straight time. The majority of the hours worked on that shift must have been between 4:00 p.m. and 11:59 p.m. However, if on any second shift the number of hours worked after 12 midnight equals or exceeds the number of hours worked prior to 12 midnight, an Employee shall be paid a shift premium of 10% of his/her standard hourly rate for each hour worked at straight time.
- b) On any job that a third shift is worked, an Employee shall be paid a shift premium of 10% of his/her standard hourly rate of pay for each hour worked at straight time. The majority of the hours worked on that shift must have been between 12:01 a.m. and 8:00 a.m., otherwise the provisions of (a) above shall apply.

Shift premiums will only apply on hours worked at straight time.

The starting and quitting time of all shift work will be decided by the Contractor.

### **3. WAGES, HOW PAID**

Employees shall be paid weekly or bi-weekly by cheque or direct deposit unless other arrangements are made between the Union and the Employer.

An Employee shall be provided a dated statement each pay period, itemizing the following:

- a) Hourly wage rate.
- b) Straight time hours paid.

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\* Heavy Construction Sector as defined in the Construction Industry Wages Act.

PMA

- c) Overtime hours paid.
- d) Vacation and Statutory Holiday pay.
- e) Contributions for each fund.
- f) Union dues and any other deductions made by the Employers.

The statement shall identify the name of the Employer.

4. WAGE RATES AND CLASSIFICATIONS

Except as noted in Articles 4.1, 4.2 and 4.3, classifications and corresponding wage rates for the Operating Engineers, General Teamsters and Construction and Specialized Workers are set out in separate Schedules which are attached.

4.1 FOREMEN

When the Contractor appoints a Mechanic, Equipment, Truck or Labourer Foreman, the rate of pay shall be ten percent (10%) higher than the highest rate of those Employees under his/her supervision.

4.2 APPRENTICES AND TRAINEES

A person who is hired as Equipment Operator, Truck Driver or Labourer trainee and who is a graduate of a duly recognized and related training course shall be credited with the hours attributable to the course for purposes of determining the trainee's level and rate of pay.

4.2.1 WAGE RATES FOR HEAVY DUTY MECHANIC APPRENTICES

Apprentices shall be paid the following percentages of the rate for a certified Heavy Duty Mechanic as set out in Operating Engineer Wage Rate Schedule.

1 <sup>st</sup> year	-	60%
2 <sup>nd</sup> year	-	70%
3 <sup>rd</sup> year	-	75%
4 <sup>th</sup> year	-	85%

4.2.2 WAGE RATES FOR EQUIPMENT OPERATOR/TRUCK DRIVER TRAINEES

Equipment Operator and Truck Driver Trainees shall be paid the following percentages of the standard rate for the classification for which the Employee is being trained as set out in the I.U.O.E. and Teamsters wage rate schedules, as applicable.

0	to	500 hours	70%
501	to	1000 hours	80%
1001	to	1500 hours	90%

- 4.2.2.1 Subject to a trainee's assessed skills and attributes, safety and other relevant factors, seat time for Operating Engineer and Teamster trainees shall not normally be less than 5 hours per shift after the first 400 hours of employment.

## APPENDIX NO. 1A

### PMA

#### 4.2.3 WAGE RATES FOR LABOURER TRAINEES

Trainee Labourers shall be paid the following percentages of the rate as set out in the Labourers wage rate schedule for a Heavy Construction Labourer(i), over 500 hours.

0	to	480 hours	75%
481	to	959 hours	85%

#### 5. VACATION PAY AND PAY IN LIEU OF STATUTORY HOLIDAYS

- 5.1 Each Employee shall receive an amount equal to ten and one-half (10.5%) percent of his/her gross wages paid, comprised of straight time, and overtime wages earned, of which four and one-half (4.5%) percent shall be in lieu of pay for general and Statutory Holidays and six (6%) percent shall be in lieu of vacation.
- 5.2 Advance payment in lieu of pay at time of vacation and payment in lieu of Statutory Holidays in the amount set forth in 5.1 above shall be added to each Employee's wages and paid and taxed on each pay period. Such payment shall be considered as advance payment for any vacation taken by the Employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the Employee and the Union(s) agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation with pay owing to the Employee as provided by the Manitoba Employment Standards Code. And double payment, once under the PMA, and once under the Code is not to occur.
- 5.3 It is further agreed that the Union(s) will indemnify the Employer and save him/her harmless in the event of such a claim its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

#### 6. FUNDS CONTRIBUTIONS

Contributions shall be apportioned to the Pension Trust Fund, the Health and Welfare Trust Fund and the Trade Improvement Trust Fund as set out immediately below and remitted in accordance with Article 13, as applicable:

ALLOCATION OF REQUIRED EMPLOYER CONTRIBUTIONS TO TRUST FUNDS										
Affiliated Local Union	Health and Welfare			Pension			Trade Improvement Trust Fund	Total Per Hour Contribution		
	June 28/10	May 1/11	May 1/12	June 28/10	May 1/11	May 1/12	June 28/10	June 28/10	May 1/11	May 1/12
Labourers Local 1258	\$1.25	\$1.25	\$1.25	\$1.41	\$1.41	\$1.41	\$0.25	\$2.91	\$2.91	\$2.91
Operating Engineers Local 987	\$1.20	\$1.20	\$1.20	\$1.46	\$1.46	\$1.46	\$0.40	\$3.06	\$3.06	\$3.06
Teamsters Local 979	\$1.85	\$1.85	\$1.85	\$0.81	\$0.81	\$0.81	\$0.25	\$2.91	\$2.91	\$2.91

PMA

7. ADJUSTMENT PROCEDURES

7.1 Wage Rate Provisions

7.1.1 General Approach

Subject to and in accordance with the conditions set out below, and subject to any adjustments arising from the application of Section 7.2, the wage rates set out in this Appendix will be adjusted by a percentage equivalent to the average percentage adjustment in wage rates and in the employers' contribution rate to pension and health and welfare plans negotiated from time to time for each of the Reference Classifications set out below:

- Journeyman Carpenter – as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters, Local Union 343.
- General Labourer – as set out in the Agreement negotiated and executed by the CLRA of Manitoba and Local Union 1258.
- Journeyman Mobile Crane Operator (up to 50 ton Capacity) – as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the International Union of Operating Engineers, Hoisting and Portable, Local Union 987.

7.1.2 Method of Calculating Percentage Adjustment for each Reference Classification

$$\% \text{ change} = \frac{(\text{change in wage}) + (\text{change in pension}) + (\text{change in Health \& Welfare})}{(\text{expired wage}) + (\text{expired pension}) + (\text{expired Health \& Welfare})} \times 100$$

7.1.3 Average Percentage Change

The average percentage change shall be calculated by adding the percentage change for each Reference Classification and dividing the sum of the changes by three (3) to yield the average percentage change.

In applying the average percentage adjustment, the resultant wage rate shall be rounded to the nearest cent, following which, any adjustments by virtue of Section 7.3 shall be introduced to yield the new wage rates that will apply in this Appendix.

7.2 The effective date of new wage rates for classifications set out in the wage rate Schedules of this Appendix shall be the same as the effective date of changes to wages for the three Reference Classifications save and except if they occur on differing dates in which case the latest occurring effective date shall be deemed to be the effective date for changes to wage rates in this Appendix.

7.3 The MBCTC in consultation with the applicable Local Union may elect to increase the Employer's contribution to that Local Union's Pension and /or Health and Welfare Plan (see Section 6 of Appendix 1). If this occurs, the resultant hourly wage rates (i.e. the hourly rates resulting from the application of the average percentage adjustment) will be reduced by the amount of the increase in the Contractors' contributions to the aforementioned Plans.

7.3.1 Immediately following the renewal and signing of the Collective Agreements referenced in 7.1.1 above, the MBCTC shall provide MFESRA with an executed copy of each Agreement. Coincidentally, pursuant to 7.3 above, the MBCTC shall notify MFESRA in writing of any requested changes to the Contractors' contributions to Pension and/or Health and Welfare Plans. Any change to Contractors' contributions to a Plan shall be effective on the effective day of changes to wage rates.

**APPENDIX NO. 1A**

**PMA**

**WAGE RATE SCHEDULE "A"**

**International Union of Operating Engineers, Local 987**

The following wage rates will be effective on the date shown:

		Effective June 28/10	Effective May 1/11	Effective May 1/12
<u>Group 1</u> Draglines, Clamshells and Shovels	Standard Rate – Level 1 Level 2 Level 3	\$ 24.69 26.33 27.51	\$ 25.46 27.15 28.36	\$ 26.25 27.99 29.24
<u>Group 2</u> Backhoes and Gradalls	Standard Rate – Level 1 Level 2 Level 3	22.48 25.12 27.05	23.18 25.90 27.90	23.90 26.70 28.75
<u>Group 3</u> Loaders, Dozers, Graders & Scrapers; Servicemen	Standard Rate – Level 1 Level 2 Level 3	20.38 22.02 24.21	21.01 22.70 24.96	21.66 23.41 25.73
<u>Group 4</u> Heavy Duty Mechanics	Certified – Standard Rate – Level 1 Certified – Level 2  Without Certification	25.79 27.02  23.09	26.59 27.86  24.01	27.41 28.72  24.76
<u>Group 5</u> Welders	CWB Certified – Standard Rate – Level 1 CWB Certified – Level 2  Without Certification	24.78 25.97  23.18	25.55 26.77  23.90	26.34 27.59  24.64
<u>Group 6</u> Batch Plant (up to 150 cu yd rated capacity); Crusher & Screening Plants		22.39	23.08	23.80
<u>Group 7</u> Asphalt & Concrete Paving Machine; Mobile Concrete Pump; Foundation Boring Machine; and Grout Plant		22.79	23.50	24.23
<u>Group 8</u> Boats and Barges	Motors Rated Over 225 hp Motors Rated Under 225 hp	22.08 21.48	22.76 22.15	23.47 22.84
<u>Group 9</u> Pumpman, Compressor, Light Plant or Heater Attendant; Operator of Compaction Equipment		19.68	20.29	20.92

When more than one wage rate level has been assigned to a Classification within a Group of this Schedule, the Employer shall have the exclusive right to classify Employees on their skill level and ability to perform the work and on the Employers ability to recruit and retain suitable Employees

**APPENDIX NO. 1A****PMA****WAGE RATE SCHEDULE "B"**  
**General Teamsters Union, Local 979**

The following wage rates will be effective on the date shown:

	Effective June 28/10	Effective May 1/11	Effective May 1/12
<u>Group 1</u>			
a) Boom Truck Hoists, including Hiabs, hydra Lifts, or similar of 13,600 kilogram capacity or greater (operator must be Certified or Apprentice).	\$ 23.49	\$ 24.22	\$ 24.97
b) Boom Truck Hoists, including Hiabs, Hydra Lifts, or similar of 7,300 kilogram to 13,599 kilogram capacity (operator must be Certified or Apprentice).	22.36	23.05	23.77
c) Utility Driver	23.49	24.22	24.97
<u>Group 2</u> Belly Dump Trucks, End Dumps (rock wagon/articulating dump, Euclid or similar), Low Beds, Wheeler Tractor hauling units.	21.69	22.36	23.06
<u>Group 3</u> a) Semi-Trailers, Fuel Trucks, Cement and Redi Mix Trucks b) Partsman	21.26	21.92	22.60
<u>Group 4</u> a) Tandem Trucks, Buses, Forklifts, Water Trucks, Distribution Trucks, Winch Trucks b) Warehouseperson, with a minimum of 6 months experience.	20.86	21.51	22.17
<u>Group 5</u> a) Trucks under 5 ton rating, Manhaul Trucks, Passenger Vans, Pilot Vehicles b) Warehouseperson, starting rate	20.44	21.07	21.72



**APPENDIX NO. 1A**

**PMA**

**WAGE RATE SCHEDULE "C"**

**Construction and Specialized Workers Union, Local 1258**

The following wage rates will be effective on the date shown:

	Effective June 28/10	Effective May 1/11	Effective May 1/12
a) Blaster, with Provincial Blaster Certificate	\$ 23.63	\$ 24.36	\$ 25.12
b) Powderman	23.48	24.21	24.97
c) Driller – Rotary & Percussion for Blast Hole & Exploratory Drilling	23.48	24.21	24.97
d) Concrete Worker			
i. Vibrator Operator – under 4"	21.08	21.73	22.41
ii. Screedman, Floatman			
e) Jackhammer & Air Tool Operators; Driller Helpers	21.08	21.73	22.41
f) Pipelayer; Small Mixer Operators (Grout & Concrete Mixers and Gunnite Tools)	20.46	21.09	21.74
g) Heavy Construction Labourer (HCL <sup>†</sup> )			
i. Over 500 hours	17.98	18.54	19.11
ii. New Hire – 1 <sup>st</sup> 500 hours	15.49	15.97	16.47
h) Flagman, Spotter	14.87	15.33	15.81

<sup>†</sup> HCL includes, but is not limited to Labourers work on clearing, excavation, backfilling, dewatering, demolition and Labourer work associated with crushing, screening, washing & batch plants; and scaleperson (weight scales).

## **APPENDIX NO. 1B – HEAVY CONSTRUCTION SECTOR<sup>‡</sup>**

*Appendix 1B applies only to work associated with the East Side Road Project.*

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**International Union of Operating Engineers, Local Union No. 987  
&  
General Teamsters, Local Union No. 979  
&  
Construction and Specialized Workers Union, Local Union No. 1258  
PROJECT MANAGEMENT AGREEMENT**

### **1. HOURS OF WORK AND OVERTIME**

- a) The standard hours of work at straight time shall consist of a maximum of ten (10) hours per day and forty five (45) hours per week, Monday to Saturday.
- b) A one-half (½) hour, unpaid lunch break, to be taken at the work site, and two (2) ten (10) minute coffee breaks will be allowed per shift at times mutually satisfactory to the Employee and the supervisor. An additional coffee break will be provided after nine (9) hours of work.
- c) For all work performed beyond the standard hours per day or per week, Monday to Saturday, the rate shall be one and one-half times (1½x) the standard hourly rate.
- d) For work performed on Sundays and recognized holidays, as per Article 21, the rate shall be two times (2x) the standard hourly rate.

### **2. SHIFT CONDITIONS**

On any job that a shift is worked completely within the period 6:00 pm to 7:00 am or where a shift continues past 12:00 midnight, an Employee shall be paid a shift premium of ten (10) percent of his standard hourly rate of pay for each hour worked at the straight time rate.

Shift premiums will only apply on hours worked at straight time.

The starting and quitting time of all shift work will be decided by the Contractor.

### **3. WAGES, HOW PAID**

Employees shall be paid weekly or bi-weekly by cheque or direct deposit unless other arrangements are made between the Union and the Employer.

An Employee shall be provided a dated statement each pay period, itemizing the following:

- a) Hourly wage rate.
- b) Straight time hours paid.
- c) Overtime hours paid.
- d) Vacation and Statutory Holiday pay.
- e) Contributions for each fund.
- f) Union dues and any other deductions made by the Employers.

The statement shall identify the name of the Employer.

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<sup>‡</sup> Heavy Construction Sector as defined in the Construction Industry Wages Act.

PMA

4. WAGE RATES AND CLASSIFICATIONS

Except as noted in Articles 4.1, 4.2 and 4.3, classifications and corresponding wage rates for the Operating Engineers, General Teamsters and Construction and Specialized Workers are set out in separate Schedules which are attached.

4.1 FOREMEN

When the Contractor appoints a Mechanic, Equipment, Truck or Labourer Foreman, the rate of pay shall be ten percent (10%) higher than the highest rate of those Employees under his/her supervision.

4.2 APPRENTICES AND TRAINEES

A person who is hired as Equipment Operator, Truck Driver or Labourer trainee and who is a graduate of a duly recognized and related training course shall be credited with the hours attributable to the course for purposes of determining the trainee's level and rate of pay.

4.2.1 WAGE RATES FOR HEAVY DUTY MECHANIC APPRENTICES

Apprentices shall be paid the following percentages of the rate for a certified Heavy Duty Mechanic as set out in Operating Engineer Wage Rate Schedule:

1 <sup>st</sup> year	-	60%
2 <sup>nd</sup> year	-	70%
3 <sup>rd</sup> year	-	75%
4 <sup>th</sup> year	-	85%

4.2.2 WAGE RATES FOR MOBILE CRANE APPRENTICES

In the event a Mobile Crane Operator classification is included, or by statute deemed to be included in Schedule "A" of this Appendix, apprentices shall be paid the following percentages of the rate in effect for such a classification:

1 <sup>st</sup> year	-	60%
2 <sup>nd</sup> year	-	70%
3 <sup>rd</sup> year	-	80%

4.2.3 WAGE RATES FOR EQUIPMENT OPERATOR/TRUCK DRIVER TRAINEES

Equipment Operator and Truck Driver Trainees shall be paid the following percentages of the standard rate for the classification for which the employee is being trained as set out in the I.U.O.E. and Teamsters wage rate schedules, as applicable:

0	to	500 hours	70%
501	to	1000 hours	80%
1001	to	1500 hours	90%

4.2.3.1 Subject to a trainee's assessed skills and attributes, safety and other relevant factors, seat time for Operating Engineer and Teamster trainees shall not normally be less than 5 hours per shift after the first 400 hours of employment.

## APPENDIX NO. 1B

### PMA

#### 4.2.4 WAGE RATES FOR LABOURER TRAINEES

Trainee Labourers shall be paid the following percentages of the rate as set out in the Labourers wage rate schedule for a Heavy Construction Labourer(i), over 800 hours:

0	to	400 hours	75%
401	to	800 hours	85%

#### 5. VACATION PAY AND PAY IN LIEU OF STATUTORY HOLIDAYS

- 5.1 Each Employee shall receive an amount equal to ten and one-half (10.5%) percent of his/her gross wages paid, comprised of straight time, and overtime wages earned, of which four and one-half (4.5%) percent shall be in lieu of pay for general and Statutory Holidays and six (6%) percent shall be in lieu of vacation.
- 5.2 Advance payment in lieu of pay at time of vacation and payment in lieu of Statutory Holidays in the amount set forth in 5.1 above shall be added to each Employee's wages and paid and taxed on each pay period. Such payment shall be considered as advance payment for any vacation taken by the Employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the Employee and the Union(s) agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation with pay owing to the Employee as provided by the Manitoba Employment Standards Code. And double payment, once under the PMA, and once under the Code is not to occur.
- 5.3 It is further agreed that the Union(s) will indemnify the Employer and save him/her harmless in the event of such a claim its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

#### 6. FUNDS CONTRIBUTIONS

Contributions shall be apportioned to the Pension Trust Fund, the Health and Welfare Trust Fund and the Trade Improvement Trust Fund as set out immediately below and remitted in accordance with Article 13, as applicable:

ALLOCATION OF REQUIRED EMPLOYER CONTRIBUTIONS TO TRUST FUNDS										
Affiliated Local Union	Health and Welfare			Pension			Trade Improvement Trust Fund	Total Per Hour Contribution		
	June 28/10	May 1/11	May 1/12	June 28/10	May 1/11	May 1/12	June 28/10	June 28/10	May 1/11	May 1/12
Labourers Local 1258	\$1.45	\$1.45	\$1.45	\$1.81	\$1.81	\$1.81	\$0.25	\$3.51	\$3.51	\$3.51
Operating Engineers Local 987	\$1.45	\$1.45	\$1.45	\$1.81	\$1.81	\$1.81	\$0.40	\$3.66	\$3.66	\$3.66
Teamsters Local 979	\$2.15	\$2.15	\$2.15	\$1.11	\$1.11	\$1.11	\$0.25	\$3.51	\$3.51	\$3.51

PMA

7. ADJUSTMENT PROCEDURES

7.1 Wage Rate Provisions

7.1.1 General Approach

Subject to and in accordance with the conditions set out below, and subject to any adjustments arising from the application of Section 7.2, the wage rates set out in this Appendix will be adjusted by a percentage equivalent to the average percentage adjustment in wage rates and in the employers' contribution rate to pension and health and welfare plans negotiated from time to time for each of the Reference Classifications set out below:

- Journeyman Carpenter – as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters, Local Union 343.
- General Labourer – as set out in the Agreement negotiated and executed by the CLRA of Manitoba and Local Union 1258.
- Journeyman Mobile Crane Operator (up to 50 ton Capacity) – as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the International Union of Operating Engineers, Hoisting and Portable, Local Union 987.

7.1.2 Method of Calculating Percentage Adjustment for each Reference Classification

$$\% \text{ change} = \frac{(\text{change in wage}) + (\text{change in pension}) + (\text{change in Health \& Welfare})}{(\text{expired wage}) + (\text{expired pension}) + (\text{expired Health \& Welfare})} \times 100$$

7.1.3 Average Percentage Change

The average percentage change shall be calculated by adding the percentage change for each Reference Classification and dividing the sum of the changes by three (3) to yield the average percentage change.

In applying the average percentage adjustment, the resultant wage rate shall be rounded to the nearest cent, following which, any adjustments by virtue of Section 7.3 shall be introduced to yield the new wage rates that will apply in this Appendix.

- 7.2 The effective date of new wage rates for classifications set out in the wage rate Schedules of this Appendix shall be the same as the effective date of changes to wages for the three Reference Classifications save and except if they occur on differing dates in which case the latest occurring effective date shall be deemed to be the effective date for changes to wage rates in this Appendix.
- 7.3 The MBCTC in consultation with the applicable Local Union may elect to increase the Employer's contribution to that Local Union's Pension and /or Health and Welfare Plan (see Section 6 of Appendix 1). If this occurs, the resultant hourly wage rates (i.e. the hourly rates resulting from the application of the average percentage adjustment) will be reduced by the amount of the increase in the Contractors' contributions to the aforementioned Plans.
- 7.3.1 Immediately following the renewal and signing of the Collective Agreements referenced in 7.1.1 above, the MBCTC shall provide MFESRA with an executed copy of each Agreement. Coincidentally, pursuant to 7.3 above, the MBCTC shall notify MFESRA in writing of any requested changes to the Contractors' contributions to Pension and/or Health and Welfare Plans. Any change to Contractors' contributions to a Plan shall be effective on the effective day of changes to wage rates.

**APPENDIX NO. 1B**

**PMA**

**WAGE RATE SCHEDULE "A"**

**International Union of Operating Engineers, Local 987**

The following wage rates will be effective on the date shown:

		Effective June 28/10	Effective May 1/11	Effective May 1/12
<u>Group 1</u> Draglines, Clamshells and Shovels	Standard Rate – Level 1	\$ 24.69	\$ 25.46	\$ 26.25
	Level 2	26.33	27.15	27.99
	Level 3	27.51	28.36	29.24
<u>Group 2</u> Backhoes and Gradalls Grader – Finishing	Standard Rate – Level 1	22.48	23.18	23.90
	Level 2	25.12	25.90	26.70
	Level 3	27.05	27.90	28.75
<u>Group 3</u> Loaders, Dozers, Graders & Scrapers; Crusher & Screening Plants; Forklifts; Servicemen	Standard Rate – Level 1	20.38	21.01	21.66
	Level 2	22.02	22.70	23.41
	Level 3	24.21	24.96	25.73
<u>Group 4</u> Heavy Duty Mechanics	Certified – Level 1	27.65	28.51	29.39
	Certified – Level 2	28.48	29.36	30.27
	Without Certification	25.70	26.50	27.32
<u>Group 5</u> Welders	CWB Certified	26.50	27.32	28.17
	Without Certification	25.00	25.78	26.58
<u>Group 6</u> Batch Plants (up to 150 cu yd rated capacity); Ice & Steam Plants; Mobile Concrete Pumps	Standard Rate – Level 1	24.00	24.74	25.51
	Standard Rate – Level 2	25.00	25.78	26.58
<u>Group 7</u> a) Drill Doctor (Drill Mechanic) b) Bit Sharpener		25.25	26.03	26.84
		22.70	23.40	24.13
<u>Group 8</u> Driller, Rotary & Percussion;		23.48	24.21	24.97
<u>Group 9</u> Asphalt Pavers		22.50	23.20	23.92
<u>Group 10</u> Concrete Paving Machines; Mobile Concrete Pumps; and Grout Plants	Standard Rate – Level 1	23.50	24.23	24.98
	Standard Rate – Level 2	25.00	25.78	26.58
<u>Group 11</u> Boats and Barges	Motors Rated Over 225 hp	22.08	22.76	23.47
	Motors Rated Under 225 hp	21.48	22.15	22.84
<u>Group 12</u> Pumpman, Compressor, Light Plant or Heater Attendant; Operator of Compaction Equipment		19.68	20.29	20.92

When more than one wage rate level has been assigned to a Classification within a Group of this Schedule, the Employer shall have the exclusive right to classify Employees on their skill level and ability to perform the work and on the Employers ability to recruit and retain suitable Employees.

**APPENDIX NO. 1B**

**PMA**

**WAGE RATE SCHEDULE "B"**  
**General Teamsters Union, Local 979**

The following wage rates will be effective on the date shown:

	Effective June 28/10	Effective May 1/11	Effective May 1/12
<u>Group 1</u>			
a) Boom Truck Hoists, including Hiabs, hydra Lifts, or similar of 13,600 kilogram capacity or greater (operator must be Certified or Apprentice).	\$ 24.66	\$ 25.42	\$ 26.21
b) Boom Truck Hoists, including Hiabs, Hydra Lifts, or similar of 7,300 kilogram to 13,599 kilogram capacity (operator must be Certified or Apprentice).	23.47	24.20	24.95
c) Utility Driver	24.66	25.42	26.21
<u>Group 2</u> Belly Dump Trucks, End Dumps (rock wagon/articulating dump, Euclid or similar), Low Beds, Wheeler Tractor hauling units.	22.77	23.48	24.21
<u>Group 3</u> a) Semi-Trailers, Fuel Trucks, Cement and Redi Mix Trucks b) Partsman	22.74	23.44	24.17
<u>Group 4</u> a) Tandem Trucks, Buses, Forklifts, Water Trucks, Distribution Trucks, Winch Trucks b) Warehouseperson, with a minimum of 6 months experience.	21.90	22.58	23.28
<u>Group 5</u> a) Trucks under 5 ton rating, Manhaul Trucks, Passenger Vans, Pilot Vehicles b) Warehouseperson, starting rate	21.46	22.13	22.82



**APPENDIX NO. 1B**

**PMA**

**WAGE RATE SCHEDULE "C"**

**Construction and Specialized Workers Union, Local 1258**

The following wage rates will be effective on the date shown:

	Effective June 28/10	Effective May 1/11	Effective May 1/12
a) Blaster, with Provincial Blaster Certificate	\$ 23.63	\$ 24.36	\$ 25.12
b) Powderman	23.48	24.21	24.97
c) Driller – Rotary & Percussion for Blast Hole & Exploratory Drilling	23.48	24.21	24.97
d) Concrete Worker			
i. Vibrator Operator – under 4"	22.34	23.03	23.74
ii. Screedman, Floatman			
iii. Concrete Saw Operator			
e) i. Jackhammer & Air Tool Operators			
ii. Rock Scaler	22.25	22.94	23.65
iii. Driller's Helper			
f) i. Pipelayer			
ii. Caulker on Tile & Concrete Pipe; Mortarman	21.30	21.96	22.64
iii. Asphalt Raker			
iv. Small Mixer Operators (Grout & Concrete Mixers and Gunnite Tools)			
g) Heavy Construction Labourer (HCL <sup>§</sup> )			
i. Over 800 hours	18.40	18.97	19.56
ii. 0-800 hours – rates as determined in accordance with the percentages set out in Article 4.2.4 of this Appendix			
h) Flagman, Spotter	14.95	15.41	15.89

<sup>§</sup> HCL includes, but is not limited to Labourers work on clearing, excavation, backfilling, dewatering, demolition and Labourer work associated with crushing, screening, washing & batch plants; and scaleperson (weight scales).

## APPENDIX NO. 1C – PILE INSTALLATION

### HEAVY CONSTRUCTION SECTOR\*\*

*Appendix 1C applies only to work associated with the East Side Road Project.*

#### International Union of Operating Engineers

#### Local Union No. 987

#### PROJECT MANGEMENT AGREEMENT

### 1. HOURS OF WORK AND OVERTIME

34.02<sup>††</sup> Nine (9) hours shall constitute a day's work and forty-five (45) hours shall constitute a week's work, Monday through Friday.

34.03 If more than the recognized daily or weekly hours are worked:

- (a) Monday through Friday, such time shall be paid at the rate of time and one half (1½x) of the Employee's straight time hourly rate of pay for the first four (4) hours and double time (2x) for any hours worked thereafter.
- (b) On Saturday, time and one half (1½x) shall be paid for the first ten (10) hours and double time (2x) for any hours worked thereafter.
- (c) On Sundays and Holidays (Article 21.1 of the PMA), double time (2x) shall be paid for all hours worked.

### 2. CLASSIFICATIONS AND WAGE RATES (Reference: Appendix "A" of Agra/IUOE Agreement)

The following wage rates shall apply on the effective date shown:

	<u>September 1,</u> <u>2011</u>	<u>September 1,</u> <u>2012</u>
Journeyman Mobile Crane Operator (Parity with CLRAM rates)	\$ 34.41	\$ 35.65
Level 3 Apprentice	27.45	28.82
Level 2 Apprentice	25.56	26.83
Level 1 Apprentice	24.29	25.50
Journeyman Drill Rig Operator	29.35	30.81
Level 3 Advanced (3-5 years experience)	28.08	29.48
Level 2 Intermediate (1-2 years experience)	26.82	28.16
Level 1 Beginner (0-1 year experience)	24.29	25.50
Journeyman Loader Operator (Under 100 HP)	24.93	26.17
Class 3 Advanced (3-5 years experience)	23.66	24.84
Class 2 Intermediate (1-3 years experience)	22.70	23.84
Class 1 Beginner (0-1 year experience)	21.77	22.85
Journeyman Backhoe Operator/Zoomboom Operator	27.45	28.82
Class 3 Advanced (3-5 years experience)	25.56	26.83
Class 2 Intermediate (1-3 years experience)	24.29	25.50

\*\* Heavy Construction Sector as defined in the Construction Industry Wages Act.

†† The specific provisions incorporated in this Appendix from the Agra/International Union of Operating Engineers, Hoisting and Portable, Local 987 Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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Class 1 Beginner (0-1 year experience)	23.03	24.18
Journeyman Heavy Duty Mechanic – Licensed	29.98	31.48
Level 4 Apprentice	26.82	28.16
Level 3 Apprentice	24.29	25.50
Level 2 Apprentice	21.77	22.85
Level 1 Apprentice	19.43	20.40
Journeyman Welder (CWB Certified)	29.98	31.48
Level 3 Apprentice	24.29	25.50
Level 2 Apprentice	21.77	22.85
Level 1 Apprentice	19.24	20.20
Journeyman Pile Installer (Rigger)	27.45	28.82
Level 3 Apprentice (3-5 years experience)	25.56	26.83
Level 2 Apprentice (1-3 years experience)	24.29	25.50
Level 1 Apprentice (0-1 year experience)	23.03	24.18
Leadhand Premium	1.05	1.10
Leadhand for Expanded Base Piles Premium	4.73	4.96
Drillers and Trades Helper/Oiler	21.85	22.94
Class 3 Advanced (3-5 years experience)	19.87	20.86
Class 2 Intermediate (1-3 years experience)	17.97	18.86
Class 1 Beginner (0-1 year experience)	14.16	14.87
Belling Premium	16.30	17.30

3. VACATION PAY AND PAY IN LIEU OF STATUTORY HOLIDAYS

- 19.01 (A) 1. Each Employee shall receive an amount equal to ten and one-half percent (10.5%) of his gross wages paid, comprised of straight time, and overtime wages earned, of which four and one-half percent (4.5%) shall be in lieu of pay for general and Statutory Holidays.

4. WORKING CONDITIONS (Includes lunch and coffee breaks)

- 22.01 It is agreed that all Employees of the Employer covered by this Collective Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours. It is, however, understood that where it is practical to do so such time shall be taken at the Employees' work stations so as not to stop the normal operation of the job.
- 22.03 A) No Employee will receive a reduction in his wage rate for a temporary assignment in a classification of work which commands a lower wage rate. Subject to 22.03(C) herein.
- B) Employees who work for four (4) hours or more in a classification of work which commands a higher wage rate shall receive the higher wage rate for the rest of the shift.
- C) After three (3) continuous days of temporary assignment, the Employer may ask the Employee to be reclassified to the lower classification. When work is available in the Employee's former classification, he will be given first opportunity.

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5. HEALTH AND WELFARE

- 27.01 The parties agree to pay amounts per hour for each hour worked by each Employee covered by this Collective Agreement on the following basis:

May 8, 2012     Employer     \$1.50 per hour

- 27.02 Contributions will be submitted by the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked, and that at no time will the Welfare contributions be paid directly to the Employee.

6. PENSION TRUST FUND

- 28.01 The parties agree to pay amounts per hour for each hour worked by each Employee covered by this Collective Agreement on the following basis.

May 8, 2012     Employer     \$4.00 per hour

- 28.02 Contributions will be submitted by the fifteenth (15<sup>th</sup>) day of each month following the month in which the hours were worked, and at no time will the pension monies be paid directly to the Employee.

7. TRADE IMPROVEMENT FUND

- 29.01 The Employer agrees to pay amounts per hour for each hour worked by each Employee covered by this Collective Agreement on the following basis:

May 8, 2012     Employer     \$0.35 per hour

- 29.02 Contributions will be submitted by the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked and at no time will the Trade Improvement Fund monies be paid directly to the Employee.

8. OPERATING ENGINEERS ADVANCEMENT FUND

- 30.01 The Employer agrees to pay amounts per hour for each hour worked by each Employee covered by this Collective Agreement on the following basis:

May 8, 2012     Employer     \$0.25 per hour

- 30.02 Contributions will be submitted to the Operating Engineers (987) Advancement Fund by the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked, and at no time will the Fund monies be paid directly to the Employee.

9. WAGES – HOW PAID

- 10.02 Wages shall be paid weekly on the Employer's time either by cheque or direct deposit. Weekly time sheets shall be completed by the Employee and submitted to the Employer in the form and on the dates prescribed by the Employer.

- 10.03 The Employer agrees to provide each pay period a complete dated statement for each Employee showing separate totals of the following: straight time hours paid, overtime hours paid, Statutory Holiday

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and vacation pay, Union dues, Fund contributions – on a separate statement, monthly and/or on termination; the statement will show all deductions made by the Employer.

10. TOOLS

- 12.01 A mechanic's tools are his means of livelihood and must be kept in good condition at all times. The Employer shall replace the mechanic's worn out or broken tools provided the mechanic shows proof of wear and/or breakage. The worn out or broken tool will then become the property of the Employer.
- 12.02 The Employees must accept responsibility for the tools furnished by the Employer, and will be given time to put these tools in the designated place; they must report breakage or loss of any of these tools immediately to their superior.
- 12.03 An Employee found misusing Employer's tools will be held responsible.
- 12.04 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- 12.05 Journeymen and apprentices, when the same are provided for under the Trade and Training Programs in the Department of Labour, shall be required to supply the ordinary hand tools of the trade.
- 12.06 Adequate time will be allowed prior to quitting time for picking up tools and shutting down equipment in a safe manner at the direction of the foreman.
- 12.07 Employees shall be required to supply the ordinary hand tools of the trade based on existing Employer practice.
- 12.08 Mechanic's Tool List  
Each mechanic shall provide a list of all tools used at the workplace, including valuation of each tool, within ten (10) business days of ratification of this Collective Agreement or date of initial hire, and any change in tool inventory must be reported to the Employer within five (5) business days of such change. The Employer may ask the mechanic to remove from the workplace and the list of tool inventory those tools that are deemed inessential to the mechanic's work. Only those tools declared by the mechanic and accepted by the Employer as tools essential to the trade shall be considered for replacement in the event of loss, wear or breakage.
- 12.09 The Employer will be responsible for compensation for tools destroyed or lost, by breaking and entering, from a storage place provided by the Employer.
- 12.10 Claim for lost or destroyed tools must be submitted in writing with a list of such tools and value thereof and substantial evidence of loss by breaking and entering, satisfactory to the Employer. Such list must be submitted within ten (10) days of loss unless a satisfactory reason can be shown for not having done so.

11. SAFETY EQUIPMENT

- 13.01 The Employer will supply welders with welding helmets, goggles, gloves and leather apron and/or jacket. Employer shall supply all Employees with adequate winter gloves or mitts and adequate summer work gloves. In order to receive new gloves or mitts Employees must hand in their old gloves or mitts.

The Employer will supply summer work gloves during winter months upon request by an Employee for a specific work assignment.

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The Employer shall supply coveralls (from a stock of three (3) per week) and laundering of same to all eligible Employees.

Effective May 8, 2012 each Employee shall be entitled to payment of twenty (\$0.20) cents per hour worked as compensation for EPPPE (Employee Provided Personal Protective Equipment) for the supply and maintenance of personal work boots, eye wear with corrective lenses as well as other work wear desired by the Employee and not provided by the Employer.

An eligible Employee referenced above shall be defined as an Employee who has completed at least thirty (30) days of employment with the Employer.

Any Employee to whom safety clothing or equipment is supplied shall be responsible for loss of same or damage other than normal wear and tear; this shall include rain wear when necessary.

All safety equipment shall be supplied by the Employer on a loan basis to the Employee who shall sign a receipt for same. An Employee will be deducted from his outstanding wages for cost of above if he fails to return same to the Employer upon termination of his employment.

## **APPENDIX NO. 2 – CARPENTERS (ICI<sup>\*</sup>)**

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### **United Brotherhood of Carpenters and Joiners of America**

#### **Local Union No. 343**

#### **PROJECT MANAGEMENT AGREEMENT**

### **1. HOURS OF WORK AND OVERTIME**

- 7:02<sup>‡‡</sup> (A) Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
- (B) Except as otherwise herein expressly provided:
- i. If more than the recognized daily hours are worked in any one shift, then such additional hours shall be paid for at the rate of time and on-half the regular straight time hourly rate. On Saturdays the rate of pay shall be at the rate of time and one-half the regular straight time hourly rate, unless modified by 7:02 Section (D) or (E). If an Employee works more than 10 hours on a Saturday, he/she shall receive double time the straight time rate for all subsequent overtime hours on that shift.
  - ii Work done Sunday or on the Holidays specified in this Agreement shall be paid for at double the regular straight time hourly rate.
- (C) The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected Employees, the hours during which a regular work day may be worked can be deviated from by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.
- (D) To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the Employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.
- (E) Notwithstanding (B) above, if a complete day's work is lost Monday to Friday on Major Building Construction Projects then eight (8) hours may be worked at the option of the Employee on Saturday at straight time rates, provided the Employer consults with the Local Union's Business Manager.

### **2. SHIFT PREMIUM**

- 7:04 (A) Where the regular work day has been deviated by arrangement with the affected Employees, the following shift premiums shall apply to straight time hours only.
- i. Regular work day hours: Any hours worked between 6:00 a.m. and midnight shall be free of shift premium. The premium of .142 shall apply on any remaining straight time hours on a shift which may extend past midnight.
  - ii. Notwithstanding (i) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 and 6:00 a.m. shall be paid a premium of .142 of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked

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<sup>\*</sup> ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

<sup>‡‡</sup> The specific provisions incorporated in this Appendix from the CLRAM/Carpenters, Local 343 Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.



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between 12:00 midnight and 6:00 a.m. the premium of .142 of the regular straight time rate shall be paid for fifty (50%) of all hours worked in that shift.

- iii. Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of .142 of the regular straight time rate for all hours worked in that shift.
- iv. Any regular work day shift which commences at or after 4:00 a.m. shall receive shift premium of .142 of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.

#### 7:05 Alterations, Maintenance, Repair and Service Work:

Notwithstanding the provisions of any other clauses in Section 7 if with regard to alterations, maintenance, repair and the service work only conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that may constitute a shift on that job.

No more than twelve (12) hours will be worked in any shift at straight time rates. No more than forty (40) hours will be worked in any seven (7) day period. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of double the regular straight time hourly rate for all hours worked thereafter.

If the shift ends after the public transit system ceases to run and if the Employee has no transportation available then the Employer will supply transportation home or fair and reasonable means will be provided.

#### 3. WAGES AND DEFINITIONS

	<u>June 3, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
21 40 Hour Work Week:			
Certified Journeyman	\$28.67	\$29.58	\$30.60
Other Carpenters	\$27.67	\$28.58	\$29.60
Non 40 Hour Work Week:			
Certified Journeyman	\$28.47	\$29.18	\$30.01
Other Carpenters	\$27.47	\$28.18	\$29.01

An Employee will not be assigned to the "Non 40 Hour Work Week" category if:

- a) The Employee provides a minimum of 24 hours notice of a scheduled medical appointment or of a scheduled leave of absence (i.e. vacation, bereavement, funeral, parental commitment, etc.).
- b) The deficiency in hours worked is the result of inclement weather.

#### (A) CERTIFIED AND NON-CERTIFIED JOURNEYMEN

28:02 It is agreed that the definition of a Journeyman Carpenter under this Agreement is a Carpenter who:

- (a) Has a Certificate of Qualification under the Apprenticeship Act of Manitoba;

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- (b) Has a Certificate of Proficiency under the Apprenticeship and Trades Qualifications Act of Manitoba (Issued by the Province of Manitoba<sup>§§</sup>);
- (c) Has a Certificate of Exemption issued by the Carpentry Trade Improvement Committee, (The Committee formed by the Construction Labour Relations Association of Manitoba and the Union, whose terms of reference include promoting and encouraging qualification under the Apprenticeship and Trades Qualifications Act<sup>\*\*\*</sup>).

#### (B) CARPENTER FOREMEN

- 25:01 For the purpose of this Agreement, a carpenter foreman shall be defined as a person in charge of carpenters, but who does not have the authority to hire or discharge, and who sometimes uses the tools of the trade. Carpenter foremen using the tools of the trade shall be or become members of the Union. Carpenter foremen shall be paid fifteen (15%) percent above the qualified journeyman rate to the nearest nickel. In the event of computing this percentage, the result ends in two and one-half (2 ½) cents or seven and one-half (7 ½) cents, the per hour rate shall be at the highest nickel.

#### (C) CARPENTER APPRENTICES

- 26:01 "Apprentice" means an Employee indentured in the trade of carpentry as specified by the Apprenticeship and Tradesmen's Qualification Act of the Province of Manitoba.
- 26:02 Apprentices shall work with the tools of the trade and shall be under the supervision of a journeyman. The ratio of apprentices to journeymen shall be one to one.
- 26:03 Carpentry Apprentices shall be paid the percentage of the journeyman rate per hour as laid down from time to time by the Apprenticeship Board of Manitoba. Currently these rates are as listed below:

##### Percent of Prevailing Journeyman Rate:

- |                              |     |
|------------------------------|-----|
| (a) During first six months  | 60% |
| (b) During second six months | 70% |
| (c) During second year       | 75% |
| (d) During third year        | 80% |
| (e) During fourth year       | 90% |

#### 4. HEIGHT PREMIUMS

- 24:01 All Employees working on swing stages or bosun chairs shall receive four (4%) percent of the certified journeyman rate, in addition to his/her regular rate of pay.

#### 5. ANNUAL VACATION AND VACATION PAY

- 12:01 The annual vacation will be provided at a time arranged between the Employer and the Employee as detailed in the Manitoba Employment Standards Code.

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<sup>§§</sup> Certificates from other Provinces or Countries, which are equivalent to the above noted Manitoba Certificates in the opinion of the Carpentry Trade Improvement Committee, will be accepted after approval by the Committee, whose decision will be final.

<sup>\*\*\*</sup> The Committee may issue a Certificate of Exemption to any Member of the Union who is considered a satisfactory carpenter.

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- 12:02 Payment for the annual vacation will be provided in the above noted Code or on the basis of six (6%) percent of the Employee's standard hourly rate for each hour worked, whichever is more favorable to the Employee.
- 12:03 (A) Advance payment in lieu of pay at time of vacation in the amount set forth in 12:02 above shall be added to each Employee's weekly wages and taxed on each pay period.
- (B) The Union and the Local covenants agree that the Union, the Local, its officers, members or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Employment Standards Code is improper satisfaction of the Employer's obligations under said Code, and for greater clarity it is specifically agreed that double payment for vacations, once under the Agreement and once under the Code, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him/her harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

#### 6. PAY IN LIEU OF LEGAL HOLIDAYS

- 11:03 Whether or not an Employee works on any of the Holidays under Article 21 of this Agreement, he/she shall receive in lieu of paid holidays, four and one half (4.5%) percent of his/her standard hourly rate for each hour worked.
- 11:04 The Employee shall receive this allowance each regular pay period.

#### 7. LUNCH AND OVERTIME LUNCH

- 7:07 A thirty (30) minute lunch period shall be allowed for all Employees on each shift unless otherwise mutually agreed upon by the Employer and the Employees.
- 7:08 Where an Employee reports for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense or twelve (\$12.00) dollars, at the Employers discretion after the first two overtime hours provided it appears likely that more than an hour's work remains to be done and every four (4) overtime hours thereafter. All Employees will be given at least one-half hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two overtime hours and every four overtime hours thereafter.

#### 8. COFFEE BREAKS

- 7:09 Notwithstanding Clause 7:08 above (Overtime Lunch), a fifteen (15) minute paid break will be allowed for Employees to partake of non-alcoholic drinks at their work stations (or as directed by their Employer), twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If two (2) hours overtime are to be worked, a coffee break (at the place of work) shall be allowed to Employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. During inclement weather the Employees will be provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and/or volatile substances.

#### 9. TRUST FUNDS

Contributions shall be made for and by all Employees covered by this Appendix to the Carpentry Trade Pension Trust Fund (Manitoba) and the Local Union 343 Welfare Trust Fund (Manitoba), as follows:

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### PMA

- 22:03 (A) The Carpentry Trade Pension Trust Fund (Manitoba) shall be funded with joint contributions as follows:

	<u>June 3, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Employer Contribution/hour worked	\$3.30	\$3.40	\$3.50
Employee Contribution/hour worked	\$1.16	\$1.16	\$1.16

- (B) The Local Union 343 Welfare Trust Fund (Manitoba) shall be funded with joint contributions as follows:

	<u>June 3, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Employer Contribution/Hour worked	\$0.83	\$0.83	\$0.83
Employee Contribution/Hour worked	\$0.25	\$0.25	\$0.25

- 22:05 These contributions shall be submitted to the Administrator monthly, on forms supplied by the Administrator of the fund on or before the fifteenth (15<sup>th</sup>) of the month following the month for which such contributions are payable.

#### 10. CARPENTRY TRADE IMPROVEMENT PLAN

- 28.07 Contributions to the Carpentry Trade Improvement Trust Fund shall be in accordance with the amounts specified below. The total sum so collected will be remitted to the Carpentry Trade Improvement Committee once each month NOT later than the tenth (10<sup>th</sup>) day of the month following. This money will be used by the Carpentry Trade Improvement Committee to promote Apprenticeship and improve the qualifications of the carpenters working within the area covered by this Agreement. A formal Trust Agreement has been drawn up and ratified by the parties to this Agreement.

	<u>June 3, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Employer Contribution	35¢ per hour	40¢ per hour	45¢ per hour
Employee Contribution	5¢ per hour	5¢ per hour	5¢ per hour

#### 11. WAGES, HOW PAID

- 9:01 Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash or cheque paid at par in the Province of Manitoba, once a week or bi-weekly on the job site to all Employees during working hours, and not more than two (2) days pay shall be held back.
- 9:02 The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay, company name and Employee's name and/or code number.
- 9:03 The Employer may deposit the Employee's pay directly into the Employee's bank account – Direct Deposit.

#### 12. TOOLS, WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 13:01 A carpenter's tools are his/her means of livelihood and must be kept in good condition at all times. When an individual reports to a job his/her tools will be sharp and in good condition; thereafter he/she will be allowed time to re-sharpen any tools blunted on a job.

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- 13:02 The Employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He/she must report the breakage or loss of any of these tools and equipment immediately to his/her superior.
- 13:03 An Employee found misusing company tools or equipment may be held responsible.
- 13:04 Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- 13:05 The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer, provided that proof of loss is established as set forth below.
- 13:06 Claim for lost or destroyed tools must be submitted in writing with list of such tools, and the value thereof, and substantial evidence of loss satisfactory to the insurance adjuster involved (if any).
- 13:07 Employees shall be required to supply the ordinary hand tools of the trade. Power tools, including bits and/or attachments, mitre boxes, special augers and bits and any devices such as Powder Actuated Tools, shall be supplied by the Employer. If any power wood working machines or power wood working tools are used, they shall be supplied by the Employer. Employees who are qualified to use Powder Actuated devices as required by the Workplace Safety & Health Act, shall be permitted to use such devices.

#### 13. STANDARD OF WORK AND LIMITATIONS

- 15:01 There shall be no limit on production of workers nor restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.

#### 14. BEREAVEMENT LEAVE

- 30:01 If a death occurs in an Employee's immediate family, the Employee will be provided up to seven (7) calendar days bereavement period, and shall be returned to his prior job upon his return (provided the job in question is on-going). Immediate family shall be deemed to mean:

Spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law.

It being agreed that the time taken off, within the above mentioned limits, shall be for the purpose only of making the necessary arrangements for and/or attending the funeral.

#### 15. RE-EMPLOYMENT

- 27:01 All Employees returning from vacation will be granted re-employment if the work in which he/she was engaged prior to his/her leave has not been completed. Employees returning to work after being on compensation shall be granted employment provided the Company is in need of carpenters when employment is sought and providing the person's safety record warrants the re-employment.

## **APPENDIX NO. 3 – LABOURERS (ICI<sup>\*</sup>)**

### **Construction and Specialized Workers Union**

#### **Local Union No. 1258**

#### **PROJECT MANAGEMENT AGREEMENT**

### **1. HOURS OF WORK AND OVERTIME**

7:01<sup>+++</sup> Nothing contained herein shall be construed as a guarantee by the Employer of the daily or weekly hours of work.

(A) Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.

(B) Except as otherwise herein expressly provided:

i. If more than the recognized daily hours are worked in any one shift, then such additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate. On Saturdays the rate of pay shall be at the rate of time and one-half the regular straight time hourly rate, unless modified by Section 7:01, D or E.

ii. Work done Sunday or on the Holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate.

(C) The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected Employees, the hours during which a regular work day may be worked can be deviated from, by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.

(D) To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the Employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.

(E) Notwithstanding (B) above, if a complete day's work is lost Monday to Friday for reasons such as inclement weather, on Major Building Construction Projects then eight (8) hours may be worked at the option of the Employee on Saturday at straight time rates, provided the Employer consults with the Local Union's Business Manager.

7:02 Conditions applicable to all work within the Winnipeg eighty-five (85) kilometer zone, Major Building Projects (as defined in the Construction Industry Wages Schedule), The Town of The Pas, the area north of the 54<sup>th</sup> degree of north latitude or as covered by the Greater Winnipeg and Major Building Construction Wage Schedule as promulgated under the Construction Industry Wages Act, plus The City of Brandon, including Shilo military base, and The City of Portage la Prairie.

### **2. SHIFT PREMIUM**

7:04 Where the regular work day has been deviated by arrangement with the affected Employees the following shift premiums shall apply to straight time hours only.

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<sup>\*</sup> ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

<sup>+++</sup> The specific provisions incorporated in this Appendix from the CLRAM/Construction and Specialized Workers Union, Local 1258 Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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Urban areas and Major Projects all as defined in 7:02:

- i. Regular Work Day Hours: Any hours worked between 6:00 a.m. and midnight shall be free of shift premium. The premium of .142 shall apply on any remaining straight time hours on a shift which may extend past midnight.
- ii. Notwithstanding (1) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m. shall be paid a premium of .142 of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked between 12:00 midnight and 6:00 a.m. the premium of .142 of the regular straight time rate shall be paid for fifty (50%) percent of all hours worked in that shift.
- iii. Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of .142 of the regular straight time rate for all hours worked in that shift.
- iv. Any regular work day shift which commences at or after 4:00 a.m. shall receive shift premium of .142 of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.

#### 7:05 Alterations, Maintenance, Repair and Service Work:

Notwithstanding the provisions of any other clauses in Section 7 if with regard to alterations, maintenance, repair and the service work only conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that may constitute a shift on that job.

No more than twelve (12) hours will be worked in any shift at straight time rates. No more than forty (40) hours will be worked in any seven (7) day period. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of double the regular straight time hourly rate for all hours worked thereafter.

If the shift ends after the public transit system ceases to run and if the Employee has no transportation available then the Employer will supply transportation home or fair and reasonable means will be provided.

### 3. WAGES

21	(A)	<u>June 28, 2010</u>	<u>MAY 1, 2011</u>	<u>MAY 1, 2012</u>
	General Labourer	\$21.76	\$22.26	\$22.81
	General Labourer (Experience Premium)	\$22.29	\$22.94	\$23.64
	Certified General Labourer	\$23.52	\$24.37	\$25.32
	Equipment Operator (Swamper/Vibrator/Bricklayer Helper)	\$22.85	\$23.35	\$23.90
	Equipment Operator (Swamper/Vibrator/Bricklayer Helper) (Experience Premium)	\$23.30	\$23.95	\$24.65
	Concrete Finisher	\$25.01	\$25.66	\$26.36
	Concrete Finisher (Experience Premium)	\$25.11	\$25.76	\$26.46



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Red Seal Concrete Finisher	\$27.69	\$28.71	\$29.78
Red Seal Concrete Finisher (Experience Premium)	\$27.79	\$28.81	\$29.88

Labour Foreman: Shall be paid \$1.25 over the highest Classification working under his direct supervision.

<u>TRAINEES</u>	<u>PERCENTAGE</u>	<u>JUNE 28/10</u>	<u>MAY 1/11</u>	<u>MAY 1/12</u>
0 – 960 Hours	(60% of Gen. Lab.)	\$13.06	\$13.36	\$13.69
961 – 1920 Hours	(70% of Gen. Lab.)	\$15.23	\$15.58	\$15.97
1921 – 2300 Hours	(85% of Gen. Lab.)	\$18.50	\$18.92	\$19.39

NOTE: The Employer may employ one (1) trainee for every three (3) Labourers of total “Labourers” on each work site.

An Employee will move to the higher ‘experience premium’ rating classification above their respective non-experience rating classification once the person has successfully achieved the following Local 1258 Training Courses (CSAM or equivalent) with no direct cost to the Employer for either training course cost or an Employee’s wages while undergoing such training.

Ladder Safety  
Confined Space Entry Safety  
Work Place Safety & Health Rights and Responsibilities  
Fire Extinguisher Training  
Current First Aider Level 1 Certificate  
Fall Arrest Training

The Local Union will be responsible for providing written notification to the Employer of successful completion of all courses as well as the applicable certification of completion for each course. Once all 6 courses have been achieved, the Employee in question will then move to the applicable higher rate.

The Foreman shall receive an additional twenty (\$0.20) cents per hour as a First Aider Level 2 Premium once the Foreman has a current First Aider Level 2 Certificate. The Local Union will advise the employer at the point of dispatch and will provide a copy of the certificate at the same time. The Local Union will advise the Employer of successful completion of the First Aider Level 2 Certificate if completed after dispatch.

#### 4. HEIGHT PREMIUMS

23 Employees working on swing stages or bosun chairs shall receive the following premiums:

- i. Over 45" = 5% of the regular hourly rate, per hour
- ii. Over 150" = 75 cents per hour.

NOTE: Structures and scaffolds are to be constructed in accordance with safe practices as regulated by the Workplace Safety and Health Division, Government of Manitoba.

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#### 5. ANNUAL VACATION AND VACATION PAY

- 12 (A) Annual vacation will be arranged as provided in the Manitoba Employment Standards Code.
- (B) Payment for the annual vacation will be as provided in the above noted Code or on the basis of six (6%) percent of the Employee's standard hourly rate for each hour worked, whichever is more favorable to the Employee.
- (C) Advance payment in lieu of pay at time of vacation in the amount set forth in B. above shall be added to each Employee's weekly wages and taxed on each pay period.

#### 6. PAY IN LIEU OF LEGAL HOLIDAYS

- 11 Whether or not an Employee works on any of the Holidays set out in Article 21, the Employee shall receive in lieu of paid holidays, four and one-half percent (4.50%) of his standard hourly rate for each hour worked.

The Employee shall receive this allowance each regular pay period.

#### 7. LUNCH AND OVERTIME LUNCH

- 7:07 A thirty (30) minute lunch period shall be allowed for all Employees on each shift unless otherwise mutually agreed upon by the Employer and the Employees. In cases where an Employer requires Employees to work through their regular lunch or coffee breaks, the Employees shall be provided with a break either prior to the completion of their shift, or upon completion of their shift be compensated at the applicable base rate of pay.
- 7:08 Where an Employee reports for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense or twelve dollars (\$12.00), at the Employers discretion after the first two overtime hours provided it appears likely that more than an hour's work remains to be done and every four (4) overtime hours thereafter. All Employees will be given at least one-half hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two overtime hours and every four overtime hours thereafter.

#### 8. COFFEE BREAKS

- 7:09 Notwithstanding Clause 7:08 above, (overtime lunch), a fifteen (15) minute paid break will be allowed for Employees to partake of non-alcoholic drinks at their work stations, (or as otherwise directed by their Employer) twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If more than two (2) hours overtime are to be worked, a coffee break shall be allowed to Employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. During inclement weather the Employees will be provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and /or volatile substances.

A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any Employee abusing this privilege.

#### 9. TRUST FUNDS

- 22 The Employee Benefit Trust Funds known as the Specialized Workers' Pension Trust Fund and the Specialized Workers' Health and Welfare Trust Fund shall be continued under the following conditions:

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- (A) The trusts shall be jointly trustee and equal voting rights for each of the parties hereto shall be maintained at every meeting of the trustees.
- (B) The Health and Welfare Trust Fund shall be financed by joint contributions, per hour worked for each person employed under the terms of this Agreement, on the following basis:

		<u>EMPLOYER</u>	<u>EMPLOYEE</u>
General Labourer	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2009	\$0.40/hr.	\$0.70/hr.
General Labourer (Experience Premium)	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Certified General Labourer	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Equipment Operator (Swamper/Vibrator/ Bricklayer Helper)	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Equipment Operator (Swamper/Vibrator/ Bricklayer Helper) (Experience Premium)	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Concrete Finisher	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Concrete Finisher (Experience Premium)	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Red Seal Concrete Finisher	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
Red Seal Concrete Finisher (Experience Premium)	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.
General Labourer Trainees (I, II, III) (i.e. 60%, 70% & 85%)	Effective May 1, 2010	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2011	\$0.40/hr.	\$0.70/hr.
	Effective May 1, 2012	\$0.40/hr.	\$0.70/hr.

- (C) The Pension Trust Fund shall be financed by joint contributions per hour worked for each person employed under the terms of this Agreement. The amount deducted will be shown on the Employee's T4 slip.

		<u>EMPLOYER</u>	<u>EMPLOYEE</u>
General Labourer	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.

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General Labourer (Experience Premium)	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Certified General Labourer	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Equipment Operator (Swamper/Vibrator/ Bricklayer Helper)	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Equipment Operator (Swamper/Vibrator/ Bricklayer Helper) (Experience Premium)	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Concrete Finisher	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Concrete Finisher (Experience Premium)	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Red Seal Concrete Finisher	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
Red Seal Concrete Finisher	Effective May 1, 2010	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.99/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.99/hr.	\$0.55/hr.
General Labourer Trainees (I) 60%	Effective May 1, 2010	\$1.19/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.19/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.19/hr.	\$0.55/hr.
General Labourer Trainees (II) 70%	Effective May 1, 2010	\$1.39/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.39/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.39/hr.	\$0.55/hr.
General Labourer Trainees (III) 85%	Effective May 1, 2010	\$1.69/hr.	\$0.55/hr.
	Effective May 1, 2011	\$1.69/hr.	\$0.55/hr.
	Effective May 1, 2012	\$1.69/hr.	\$0.55/hr.

- (D) The Training Fund shall be financed by employer contributions per hour worked under the terms of this Agreement at the amount of \$0.20/hr. All previous contributions made by the Employers to the "Training Fund" shall be deposited into the New Training Trust Fund. These amounts shall be confirmed by Coughlins & Associates Ltd. The parties agree to establish a Training Trust Fund Board of Trustees comprised of eight (8) Trustees, half appointed by the CLRAM and half appointed by Local 1258. From among the eight (8) trustees, the Local 1258 appointed Trustees shall appoint a Labour Co-Chairman and the CLRAM appointed Trustees shall appoint a Management Co-Chairman. The Co-Chairman shall conduct the meetings of the Board of Trustees on a rotational basis. The CLRAM will appoint one (1) Trustee from the Manitoba Unionized Road Building Contractor Industry or the Manitoba Unionized Masonry Contractor Industry. This Trust shall be jointly trusted and equal voting rights for each of the parties hereto shall be maintained at every meeting of the Trustees. The parties agree to immediate contact Coughlin and Associates Ltd. (upon signing of the new collective agreement) and instruct this firm to develop a Trust Agreement along similar construction as the parties current Pension and Health & Welfare Trust Funds. All administrative costs of this Trust Fund shall be borne by the Trust.

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(F) Contributions to the Specialized Workers' Pension Trust Fund and to the Specialized Workers' Health and Welfare Trust Fund shall be submitted each month by the fifteenth (15<sup>th</sup>) of the month following the month for which the contributions are collected. Firms in default in excess of fifteen (15) days may be required at the discretion of the trustees to pay a penalty of interest in the amount of three (3%) percent over the current prime rate.

#### 10. OTHER FUNDS

##### 27 Labourers and Masonry Industry Promotion Fund

The Employer shall contribute an amount of five (5) cents per hour for each hour worked by each Employee covered by this Appendix to the Labourers and Masonry Industry Promotion Fund.

Contributions to this Fund shall not be increased during the life of this PMA, except by mutual agreement of the Parties; and if this Fund is not included in future Labourers Agreements with the CLRAM, the provision of Section 10 shall be deleted from this Appendix.

#### 11. WAGES, HOW PAID

- 9 (A) Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash, cheque or by electronic direct deposit once a week on the job site during working hours and not more than two (2) days' pay shall be held back.
- (B) The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.
- (C) The work week, for payroll purposes shall end on Saturday at midnight, and the Employees shall be paid by the Thursday of the following week prior to the end of the shift for all work performed during the previous week.

#### 12. TOOLS, WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 13 (A) The Employee must accept responsibility for the tools and equipment furnished by the Employer and will be given sufficient time to put these tools and equipment in the designated storage place prior to the end of each shift. He must report the breakage or loss of any of these tools and equipment immediately to his superior.
- (B) An Employee found misusing company tools or equipment may be held responsible.
- (C) Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- (D) The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (E) Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.

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#### PMA

- (F) If the Employer requires the Employee to work in the rain, wet weather clothing shall be supplied at no cost to the Employee.
- (G) In areas where acids, chemicals, excessive grease, oil or tar, or inside tanks which have contained chemicals, gases or oils, Employees shall be supplied with protective clothing at no cost to the Employee.

#### 13. STANDARD OF WORK AND LIMITATIONS

- 15 (A) There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.
- (B) It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- (C) Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, or holidays at less than the overtime rates prescribed herein.
- (D) Disciplinary action is to be taken by both the Union and the Employer against any infraction to this Section.
- (E) The parties hereto agree that where the tendering agency calls for a pre-job conference to be held, they will attend and participate therein. At the discretion of the Contractor and/or request of the Local's Business Manager, the parties agree to discuss any job in a cooperative fashion.

#### 14. BEREAVEMENT LEAVE

- 24 If a death occurs in an Employee's immediate family, the Employee will be provided up to seven (7) calendar days bereavement period, and shall be returned to his prior job upon his return (provided the job in question is ongoing). Immediate family shall be deemed to mean:

spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, step-son, step-daughter.

It being agreed that the time taken off within the above mentioned limits shall be for the purpose only of making the necessary arrangements for and/or attending the funeral.

PMA

LETTER OF UNDERSTANDING  
BETWEEN  
THE LABOURERS TRADE DIVISION  
OF THE  
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANTIOBA  
AND  
LOCAL UNION 1258  
OF  
CONSTRUCTION & SPECIALIZED WORKERS' UNION

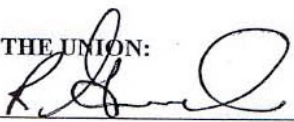
RE: CLARIFICATION OF SECTION 21

The above referenced parties agree that for clarification purposes, the classification of "Equipment Operator" as detailed in Section 21 – Wages, is intended to address the following types of equipment:

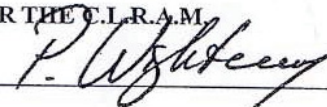
Fork Lift, Zoom-Boom (with attachments), Bob Cat (with attachments)

DATED THIS 11 DAY OF October, 2007.

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE C.L.R.A.M.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## APPENDIX NO. 4 – CRANE OPERATORS (ICI)\*

International Union of Operating Engineers, Hoisting and Portable

Local Union No. 987

### PROJECT MANGEMENT AGREEMENT

#### 1. HOURS OF WORK AND OVERTIME

- 34<sup>\*\*\*</sup> (A) The hours of work as set down in this Collective Agreement shall not be construed as a guarantee. The hours of work shall be as follows:
- (i) Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected Employee(s), determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of one (1) hour.
  - (ii) If more than the recognized daily hours are worked in any day:
    - a. Monday through Friday, such time shall be paid at the rate of time and one-half (1½x) for the first two (2) hours, and double (2x) time for all hours worked thereafter.
    - b. Saturday, Sunday, and Holidays, double (2x) time shall be paid for all hours worked.
- (B) An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.
- (C) Clause (B) above shall not apply in the event of unscheduled overtime, unless the Employee advises the Employer and/or customer/client and they request the Employee to report to work without an eight (8) hour break, in which case the applicable overtime shall apply.
- (D) The parties agree that on cranes of 25 tons or lower, while driving cranes to and from job sites inside the Winnipeg Perimeter Highway before and/or after the normal working hours as defined in (B) above, operators shall be paid at the regular straight time rate up to a maximum on one (1) hour per day.
- (E) During winter months (October 15 to March 15) daily service of equipment, if required and authorized, will be paid at the regular straight time rate of pay for up to a maximum of one-half (½) hour per day.

#### 2. SHIFT WORK

- 35 (A) Shift work shall be defined as starting a new shift to work beyond the time during which a normal or regular first shift may be worked as set forth elsewhere herein, by means of bringing in fresh work crews rather than continuing with the original work crew at overtime rates, provided the work assignments last for two (2) or more days.
- (B) Except as otherwise specifically detailed in Section 34 (D), no more than eight (8) consecutive hours will be worked per shift, at straight time rates.

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\* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

\*\*\* The specific provisions incorporated in this Appendix from the CLRAM/International Union of Operating Engineers, Hoisting and Portable, Local 987 Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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### PMA

- (C) If a second shift (4:00 p.m. – midnight) is worked, the Employee shall receive a premium of 10% of the normal straight time rate of pay for each hour worked, provided the majority of hours worked fall within the stipulated time frame. Note: all shifts worked between 4 p.m. Saturday and the regular starting time on Monday shall be paid two times (2x) the Employees straight time rate.
- (D) If a third shift (12:00 midnight – 8:00 a.m.) is worked, the Employee shall receive a premium of 10% of the normal straight time rate of pay for each hour worked, provided the majority of hours worked fall within the stipulated time frame. Note: all shifts worked between 4 p.m. Saturday and the regular starting time on Monday shall be paid two times (2x) the Employees straight time rate.
- (E) The starting and quitting time for shift work will be decided by the Employer. Except in the case of an emergency, the Union will be notified when shift work is worked.
- (F) Shift premium shall apply on straight time hours only.
- (G) When a project operates on a continuous shift basis, shifts may be rotated not less than once every two (2) weeks.
- (H) No Employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period.

### 3. CLASSIFICATIONS AND WAGE RATES (See also Section 12 of this Appendix)

33 The following Wage Rates reflect the Base Rate; for the Total Wage Package see Appendix "A".

<u>Crane Operators</u>	<u>June 10, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Class 1 - up to 50 ton capacity and Boom Trucks over 25 Ton	\$31.47	\$32.64	\$33.81
Class 2 - 51 ton and 99 ton capacity - Base Rate	\$33.18	\$34.41	\$35.65
Class 3 - 100 ton to 199 ton capacity - Base Rate	\$34.34	\$35.61	\$36.89
Class 4 - 200 ton to 300 ton capacity	\$35.48	\$36.79	\$38.12
<u>Mobile Crane Apprentices</u>			
1 <sup>st</sup> year 0 - 1700 hours - 60% of Class 1	\$18.88	\$19.58	\$20.29
2 <sup>nd</sup> year 1701 - 3400 hours - 70% of Class 2	\$23.23	\$24.09	\$24.96
3 <sup>rd</sup> year 3401 - 5100 hours - 80% of Class 3	\$26.55	\$27.53	\$28.52

Premium #1 – Crane Operators shall receive a premium of two cents (2¢) per ton over the Class 4 rate while operating cranes over 300 ton capacity.

Premium #2 – While operating a crane in Class 1 or 2, Operators shall receive a \$2.50 per hour premium if the crane has a lattice boom or tower attachment over the Class 1 or 2 rate.

Premium #3 – While operating a crane in Class 3 or 4, Operators shall receive a \$3.50 per hour premium if the crane has a lattice boom or tower attachment over the Class 3 or 4 rate.

Premium #4 – While operating a crane with a “super lift” attachment and/or a “luffing jib”, operators shall receive a \$0.50 per hour premium over the base rate.

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### PMA

NOTE #1: Crane Operators (Class 1, 2, 3 & 4) will receive no reduction in pay rate when operating cranes in a lower classification.

NOTE #2: No Employee shall receive a reduction in wages or benefits as a result of this agreement being signed, unless agreed to by the Union, the Employer and the affected Employee.

	<u>June 10, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
<u>Tower and Climbing Crane Operators</u>	\$35.48	\$36.79	\$38.12
<u>Tower and Climbing Crane Apprentices</u>			
1 <sup>st</sup> year 0 - 750 hours - 55%	\$19.51	\$20.24	\$20.96
1 <sup>st</sup> year 750 - 1500 hours - 60%	\$21.29	\$22.07	\$22.87
2 <sup>nd</sup> year 1501 - 2250 hours - 70%	\$24.84	\$25.75	\$26.68
2 <sup>nd</sup> year 2251 - 3000 hours - 75%	\$26.61	\$27.59	\$28.59
New Journeymen 0 - 900 hours - 85%	\$30.16	\$31.27	\$32.40
New Journeymen 901 - 1800 hours - 95%	\$33.70	\$34.95	\$36.21
<u>Mechanics (Heavy Duty)</u>			
Class 1	\$18.54	\$19.23	\$19.92
Class 2	\$21.63	\$22.43	\$23.24
Class 3	\$23.18	\$24.03	\$24.90
Class 4	n/a	n/a	n/a
Class 5	\$30.90	\$32.04	\$33.20
<u>Apprentice Mechanics (Heavy Duty)</u>			
1 <sup>st</sup> year	\$18.54	\$19.23	\$19.92
2 <sup>nd</sup> year	\$21.63	\$22.43	\$23.24
3 <sup>rd</sup> year	\$23.18	\$24.03	\$24.90
4 <sup>th</sup> year	\$26.27	\$27.24	\$28.22
<u>Mechanics (Light Duty)</u>			
Class 1	\$16.70	\$17.32	\$17.95
Class 2	\$19.49	\$20.21	\$20.94
Class 3	\$20.88	\$21.65	\$22.43
Class 4	\$27.84	\$28.87	\$29.91
Class 5	n/a	n/a	n/a
<u>Apprentice Mechanics (Light Duty)</u>			
1 <sup>st</sup> year	\$16.70	\$17.32	\$17.95
2 <sup>nd</sup> year	\$19.49	\$20.21	\$20.94
3 <sup>rd</sup> year	\$20.88	\$21.65	\$22.43
4 <sup>th</sup> year	\$23.66	\$24.54	\$25.42
<u>Welders</u>			
Class 1	\$24.57	\$25.48	\$26.40
Class 2	\$26.10	\$27.06	\$28.04
Class 3	\$27.40	\$28.42	\$29.44
Class 4	\$28.57	\$29.62	\$30.69

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	<u>June 10, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
<u>Boom Truck up to 25 Tons</u>	\$25.18	\$26.11	\$27.05
<u>Small Equipment Operator</u> (forklift & zoomboom)	\$24.65	\$25.56	\$26.48

#### 31 FOREMEN

- (A) When the Employer appoints a mechanic or equipment foreman, the said Employee shall receive a ten percent (10%) premium above the Employee's existing rate.
- (B) All such mechanic or equipment foremen shall be, or shall become, members of Local 987, International Union of Operating Engineers.

#### 36 CRANE APPRENTICES

The employer shall work towards ensuring that the apprentice receives the opportunity to learn all aspects of the trade under the agreement, and the Apprenticeship Trades Qualifications Act of Manitoba. All apprentices shall as a condition of their employment maintain their union membership in good standing with the Union, which implies that they will ensure that their Union dues are current.

Before the apprentice signs his apprenticeship agreement, the Union will attend a meeting at a mutually agreed location with the apprentice and the Employer to discuss the apprenticeship program with the new apprentice. It is agreed that the new apprentice has the right to either sign his apprenticeship agreement with his Employer or under the Local 987 Pooled Apprenticeship Agreement with the Manitoba Apprenticeship Branch.

- (A) On work covered by this collective agreement the employer shall employ a minimum of one (1) apprentice for every four (4) journeymen actively employed by the employer as crane operators.

(B) Apprentice Scale – Mobile Crane Operators

The Rates for Indentured Apprentice Operators shall be based as follows:

1 <sup>st</sup> year	0 to 1700 hours	60% of Journeyman	Class 1 Crane
2 <sup>nd</sup> year	1701 to 3400 hours	70% of Journeyman	Class 2 Crane
3 <sup>rd</sup> year	3401 to 5100 hours	80% of Journeyman	Class 2 Crane

Once a level 1 apprentice has completed 1700 hours of practical and technical training he or she shall advance to level 2.

Once the apprentice has completed a further 1700 hours of practical and technical training he or she shall advance to level 3.

Once the apprentice has completed a further 1700 hours of practical and technical training and has successfully passed the Red Seal exam he or she shall become a New Journeyman (New Journeyman means a Journeyman who has received his Red Seal Certificate and has worked less than 1000 hours). New Journeyman shall be paid \$1.00/hour less than the specified base hourly rates.

Apprentice Scale – Boom Truck

To be added. In the interim the "Trade of Crane and Hoisting Equipment Operator Regulation 91/2000" shall apply.

Apprentice Scale – Mobile Tower Crane

Shall be same wording as the general Contractor's agreement.

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#### 4. VACATION PAY AND PAY IN LIEU OF STATUTORY HOLIDAYS

- 19 (A) 1. Each Employee shall receive an amount equal to ten and one-half percent (10.5%) of his gross wages paid, comprised of straight time, and overtime wages earned, of which four and one-half percent (4.5%) shall be in lieu of pay for general and Statutory Holidays.
2. Advance payment in lieu of pay at time of vacation and payment in lieu of statutory holidays (see Article 21 of the PMA) in the amount set forth in (A) (1) shall be added to each Employee's wages and paid and taxed on each pay period. Such payment shall be considered as advance payment for any vacation taken by the Employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the Employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the Employee as provided by the Manitoba Employment Standards Code. Double payment, once under the Agreement, and once under the Code is not to occur. It is further agreed that the Union will indemnify and save harmless the Employer in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

#### 5. WORKING CONDITIONS (Includes lunch and coffee breaks)

- 26 (A) It is agreed that all Employees of the Employer covered by this Collective Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours. It is, however, understood that where it is practical to do so such time shall be taken at the Employees' work stations so as not to stop the normal operation of the job.
1. If overtime is required, a coffee break shall be allowed upon commencement of the overtime and every two (2) hours alternately with meal breaks thereafter.
2. When an Employee is required to work through his normal lunch period, he shall be paid at the applicable overtime rate for that period of time, provided the Employee continues to work for the balance of his regular shift, or until his job assignment is completed, whichever is shorter.
3. Employees shall have a one-half (½) hour lunch break between 11:00 a.m. and 1:00 p.m. each day and the Employer will make every reasonable attempt to provide a clean lunch room, where practical, in which to eat lunch and a fifteen (15) minute paid coffee break in the morning and the afternoon. Where work exceeds ten (10) hours in any day, the Employer shall provide a hot meal and the Employee will be entitled to a paid twenty (20) minute meal break, OR, the Employee will receive a paid fifteen (15) minute break and an overtime meal allowance as follows:
- Effective June 10, 2010 - \$21.32
- (B) Where a request is made sufficiently in advance, the Employer will give favourable consideration to granting a leave of absence without pay to an Employee who is an officer of this Union, where such Employee is to attend official Union business. A leave granted under this provision shall not jeopardize an Employee's employment and shall be at no cost to the Employer.
- (C) Where an Employee is temporarily assigned to a classification of work which commands a lower rate of wages than the Employee's regular classification pays, the Employee shall continue to receive his regular classification rate of wages during the temporary assignment. The provision shall not apply in cases where the yard rate classification applies.
- (D) Adequate time will be allowed prior to quitting time for picking up tools and shutting down equipment in a safe manner.

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#### 6. FUNDS AND CONTRIBUTIONS

23 Employer pension contributions for all Apprentices shall be pro-rated at the applicable Apprentice percent to Journeyman rate, i.e. as a first year Apprentice will be paid at 60% of the Journeyman rate of pay, the Employer will also therefore contribute a Pension Contribution for the Apprentice at 60% of the amount that a Journeyman is to receive (the same rationale is applicable for each step on the Apprentice Wage Scale).

- (A) 1. All contributions will be submitted by the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked, and at no time will any required Fund Contributions be paid directly to the Employee.

#### (B) HEALTH AND WELFARE TRUST FUND

The Employer shall pay an amount per hour for each hour worked by each Employee covered by this Collective Agreement and shall submit the said amount to the Operating Engineers (987) Health and Welfare Trust Fund on the following basis:

Effective June 10, 2010 at the rate of \$1.50 per hour

#### (C) PENSION TRUST FUND

The Employer shall pay an amount per hour for each hour worked by each Employee covered by this Collective Agreement and shall submit the amount to the Operating Engineers (987) Pension Trust Fund on the following basis:

Effective June 10, 2010 at a rate of \$5.25 per hour

#### (D) TRADE IMPROVEMENT TRUST FUND

Employers no longer wish to participate in the Union's Trade Improvement Trust Fund. Therefore, the Union and the CLRAM commit to meet immediately upon the conclusion of these negotiations to agree to amend the current Trust Document for this Fund and to therefore remove all references of the CLRAM and our member Contractors from the body of the Trust Document. The Local Union is then free to pursue any arrangements or partnerships it deems acceptable with other Employers or organizations with respect to this Trust Fund.

The Employer shall pay an amount per hour for each hour worked by each Employee covered by this Collective Agreement and shall submit same to the Operating Engineers, Local 987, Trade Improvement Trust Fund, on the following basis:

Effective June 10, 2010 at the rate of sixty one cents (61¢) per hour

#### (E) OPERATING ENGINEERS RECRUITMENT AND RETENTION OUT-REACH FUND

The Employer shall pay an amount per hour for each hour worked by each Employee covered by this Collective Agreement and shall submit same to the Operating Engineers Recruitment and Retention Out-Reach Fund on the following basis:

Effective June 10, 2010 at the rate of twenty five cents (25¢) per hour

24 Owner-Operators shall contribute to all funds, as listed in Section 23 (Funds and Contributions), on the basis of a minimum of forty (40) hours per week on behalf of all owner-operator Employees.

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#### 7. WAGES – HOW PAID

- 9 (A) Wages shall be paid weekly on the Employer's time in cash or by cheque or by direct deposit.
- (B) The Employer agrees to provide each pay period a complete dated statement for each Employee showing separate totals of the following:
- Straight Time Hours Paid
  - Overtime Hours Paid
  - Vacation and Statutory Holiday Pay
  - Fund Contributions
  - Union Dues and all other deductions made by the Employer.
  - Breakdown of daily hours in each pay period, if requested by the Employee.

#### 8. TOOLS – WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 11 (A) A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- (B) The Employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He must report the breakage or loss of any of these tools immediately to his superior.
- (C) An Employee found misusing Employer's tools may be held responsible.
- (D) Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- (E) The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (F) Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss, satisfactory to the insurance company. Such list must be submitted within ten (10) days of loss unless reason satisfactory to the insurance company can be shown for not having done so.
- (G) Operators shall be required to supply the hand tools listed below, to perform regular maintenance and minor repairs.

##### Group #1

- 2 lb. Ballpeen Hammer
- Hacksaw and Blades
- 16" Crowfoot Bar
- 10" Crescent Wrench
- 6" Slip Joint Pliers
- Flash Light (working order)
- 8" Vice Grips
- Tool Box (locking type)
- Screw Drivers
  - Phillips
  - Robertson
  - Standard 8" & 12"

- (H) If Employees are required to transport their tools to an out-of-town job site and/or return other than by private vehicle, the Employer will be responsible for shipping costs.



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- (I) Mechanics shall be required to supply the ordinary hand tools of the trade in accordance with the Heavy Duty and Automotive tool list as follows:

#### Heavy Duty and Automotive Mechanics Tool List

##### Class #1 and #2

Combination wrenches 7/16 - 15/16 (in steps of 1/16")  
1/2" square drive consisting of 7/16 - 1 1/4" (in steps of 1/16") (sockets double hex)  
Ratchet, 6" extension 10" extension  
Universal Joint - Johnson Bar, Speed Handle  
6" side cutter  
Phillips Screw Driver  
6" Slip Joint Pliers  
2 Screwdrivers (small & medium)  
8" Vice Grip  
Hacksaw  
Centre Punch  
Tool Box  
Tapered Punch  
2 lb. Ballpeen Hammer  
Chisel  
10" Crescent Wrench  
Crowfoot Bar 16"

##### Class #3, #4 and #5 (same as Class #1 and #2 but in addition the following)

Combination wrenches 1", 1 1/16", 1 1/8", 1 1/4"  
3/8 square drive set consisting of: sockets, single or double hex 3/8 - 3/4 in steps of 1/16"  
deep sockets, single or double hex 3/8 - 13/16  
steps of 1/16", 3/8 - 3/4 universal sockets, ratchets  
3" and 6" extension complete speed handle, universal joint  
3/8" socket - 1/2" drive  
Plastic or brass hammer  
3/8" female to 1/2" male adapter  
Feeler Gauge  
1/2" female to 3/8" male adapter  
Spark Plug Gauge  
2 Chisels, various sizes  
Testlight  
2 tapered Punches, various sizes  
2 Screw Drivers  
3 Drift Punches, various sizes  
1 Phillips Screw Driver, large  
Allan Wrench set, .028 to 3/8  
1/4" Drive Socket, complete  
Needle Nose Pliers  
Mirror  
12" Crescent Wrench  
Tubing cutter and double flare set  
12 oz. ballpeen hammer  
Magnet

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#### 9. WORK QUALITY AND PERFORMANCE

- 7 (A) The provisions of this Section are intended to permit the Employers to maintain a competitive position in their respective fields of operation so that maximum business and employment can result. To this end, both parties agree that each Employee has a responsibility:

1. To work productively and efficiently for all hours paid.
2. To work with due regard for the safety of himself and others.
3. To protect the Employer's property and equipment.
4. To supply the necessary hand tools of the trade.
5. To maintain cleanliness of the Employer's equipment and himself.

The foregoing shall not be deemed to exclude other responsibilities not specifically set forth.

- (B) The Employer shall not discipline or dismiss any Employee bound by this Collective Agreement except for just cause.

#### 10. COMPASSIONATE LEAVE

- 25 Upon production of medical evidence, the Employer herewith agrees that should an Employee require compassionate leave for personal reasons such as death and/or illness of an immediate member of his family it shall be granted to the Employee without jeopardizing his employment. The said length of leave is to be mutually agreed upon between the Employer and the Employee requesting such compassionate leave and any extension required shall be applied for by the Employee before the agreed time has expired. When requested, the Union agrees to assist in every way possible to supply a temporary replacement for any Employee granted compassionate leave. Immediate family shall be deemed to mean:

spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law.

#### 11. TERMINATION OF EMPLOYMENT

- 18 (D) If the Employee provides a "log book", the Employer will mark up the "log book" stating the Employee's length of service, equipment operated and his ability on that equipment as fair, good or excellent, upon presentation of the "log book" by the Employee.
- (E) Suitable financial arrangements must be made to enable an Employee to return to his point of hire. Arrangements shall not exceed the Employee's net earnings due him (applicable on termination for any reason).
- (F) 1. If requested to do so by the Union or the Employee, the Employer will provide a termination slip to the Union setting forth the reason for the termination and whether or not the Employee is eligible for re-hire. The Union and the Employer shall design an appropriate form for general use of the Employers.
2. The Union agrees that it will indemnify and save harmless the Employer from any and all claims in respect of information recorded on a termination slip.

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12. SECTION 32 – CLASSIFICATION AND QUALIFICATIONS

32 (A) GROUP #1 - CRANE OPERATORS (MOBILE AND CRAWLER)

1. Operation of classification system for crane operators.

(B) GROUP # 2 – TOWER AND CLIMBING CRANE OPERATORS

(C) GROUP #3 - MECHANICS (HEAVY DUTY AND AUTOMOTIVE)

1. Apprentices, light duty (automotive)
2. Apprentices, heavy duty (diesel and industrial)
3. Mechanics and Mechanics Trainees
4. Trainees Log Books
5. Indentured apprentice encouragement.

(D) GROUP #4 – WELDERS

1. Testing

(F) GROUP #6 – SMALL EQUIPMENT OPERATOR

(G) EXPERIENCE RATING

(A) GROUP #1 - CRANE OPERATORS (MOBILE AND CRAWLER)

Class No. 1: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes up to 50 ton capacity.

Class No. 2: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 51 ton to 99 ton capacity.

Class No. 3: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 100 tons to 199 ton capacity.

Class No. 4: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 200 ton to 300 ton capacity.

All Operators Must:

1. Be able to operate efficiently with maximum boom and jib.
2. Be fully knowledgeable of all applicable safety requirements and regulations.
3. Be able to perform routine maintenance on the equipment operated.
4. Be able to set-up and move the crane with due consideration for footing conditions.
5. Be able to lift maximum loads safely at all positions of radius.
6. Be able to control load swing out.
7. Be able to assemble and dismantle jibs and booms.
8. Be able to adjust both clutches and brakes (conventional) and inspect cables.

(B) GROUP #2 – TOWER AND CLIMBING CRANE OPERATORS

The Parties agree that the Tower and Climbing Crane Operator classification and the associated Apprentice-Trainees, shall be governed by Regulation 16/2007 of the Trade of Crane and Hoisting Equipment Operator Regulations of the Manitoba Apprenticeship and Trades Qualifications Act.

Tower Crane Apprentice shall be a two (2) year apprenticeship of 1500 hours each year (working and in-school hours combined). First Year Apprentice:

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The first one-thousand (1,000) hours (excluding in-school technical training) shall be considered as a probationary period for first year apprentices. The Employer shall have the right to terminate first year apprentices provided the Employer discusses same with the Union's Business Manager prior to the decision to terminate. Should the Employer decide to terminate a first year apprentice, the termination shall not be grievable under this Collective Agreement.

The Rates for Indentured Tower Crane Apprentice Operators shall be based as follows:

1 <sup>st</sup> year	0 – 750 hrs	55% of Journeyman Tower Crane Operator's Rate of Pay
1 <sup>st</sup> year	751 – 1500 hrs	60% of Journeyman Tower Crane Operator's Rate of Pay
2 <sup>nd</sup> year	1,501 – 2250 hrs	70% of Journeyman Tower Crane Operator's Rate of Pay
2 <sup>nd</sup> year	2 251 – 3000 hrs	75% of Journeyman Tower Crane Operator's Rate of Pay
New Journeyman	0 – 900 hrs	85% of Journeyman Tower Crane Operator's Rate of Pay
New Journeyman	901 – 1800 hrs	95% of Journeyman Tower Crane Operator's Rate of Pay

In order for an Apprentice to qualify for the next step on the Apprentice Scale, the Apprentice must successfully complete the in-school apprenticeship level for the year in question and must also have completed a minimum of 1500 working hours.

All new journeymen shall be in possession of a Branch 3 Tower Crane Certificate issued under the Apprenticeship and Trades Qualification Act.

#### (C) GROUP #3 - MECHANICS (HEAVY DUTY AND AUTOMOTIVE)

##### 1. Apprentices – light duty (automotive - motor vehicle)

A registered apprentice with the Apprenticeship Division of the Province of Manitoba in the automotive mechanic course shall receive the percentage of the journeyman light duty (auto) mechanic - Class 4 that is set forth below:

1 <sup>st</sup> year	-	60% of automotive journeyman rate - Class 4
2 <sup>nd</sup> year	-	70% of automotive journeyman rate - Class 4
3 <sup>rd</sup> year	-	75% of automotive journeyman rate - Class 4
4 <sup>th</sup> year	-	85% of automotive journeyman rate - Class 4

##### 2. Apprentices – heavy duty (diesel and industrial)

A registered apprentice with the Apprenticeship Division of the Province of Manitoba in the heavy duty (diesel and industrial) mechanic course shall receive the percentage of the journeyman heavy duty (diesel, industrial) mechanic - Class 5 rate that is set forth below:

1 <sup>st</sup> year	-	60% of heavy duty journeyman rate - Class 5
2 <sup>nd</sup> year	-	70% of heavy duty journeyman rate - Class 5
3 <sup>rd</sup> year	-	75% of heavy duty journeyman rate - Class 5
4 <sup>th</sup> year	-	85% of heavy duty journeyman rate - Class 5

##### 3. Mechanics and Mechanic Trainees

###### Class 1:

- i. A mechanic trainee who has completed, at a recognized school a ten (10) month course as a heavy duty mechanic (60% of Class 5) or automotive mechanic (60% of Class 4).
- ii. A mechanic trainee (automotive service or heavy duty), without formal in-school training for his first eighteen (18) months of on the job training at the trade. (Rate same as (a) above.)

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#### Class 2:

- i. A mechanic trainee who has completed one (1) year of employment at the trade (including the ten (10) month course as a heavy duty or auto service mechanic) for the second year of his employment at the trade. Rate = as detailed below.
- ii. A mechanic trainee (auto or heavy duty) without formal in-school training, for his second eighteen (18) month period of on-the-job training at the trade. Rate = heavy duty - 70% of the Class 5 rate. Automotive or Service - 70% of the class 4 rate.

#### Class 3:

- i. A mechanic trainee who has completed two (2) years of employment at the trade (including the ten (10) month course) as a heavy duty, auto or service mechanic for the 3<sup>rd</sup> and 4<sup>th</sup> and subsequent years of employment at the trade and until he writes and passes his tradesmen's qualification examinations or otherwise qualifies for higher classification.

Rate:

##### 3<sup>rd</sup> Year

- heavy duty - 75% of the Class 5 rate
- automotive or service - 75% of Class 4 rate

##### 4<sup>th</sup> Year

- heavy duty - 85% of the Class 5 rate
- automotive or service - 85% of the Class 4 rate

##### 5<sup>th</sup> and Subsequent Years

- heavy duty - 90% of the Class 5 rate
- automotive or service - 90% of the Class 4 rate

- ii. A mechanic trainee (auto, service or heavy duty) without formal in-school training for the remaining periods of his on-the-job training or until he qualifies for higher classification.

Rate:

##### 4<sup>th</sup> Year

- heavy duty - 75% of the Class 5 rate
- automotive or service - 75% of the Class 4 rate

##### 5<sup>th</sup> and 6<sup>th</sup> Year<sup>§§§</sup>

- heavy duty - 85% of the Class 5 rate
- automotive or service - 85% of the Class 4 rate

##### 7<sup>th</sup> Year\*

- heavy duty - 90% of the Class 5 rate
- automotive or service - 90% of the Class 4 rate

#### Class 4:

- i. A holder of a light duty (automotive) mechanic's certificate from the Province of Manitoba, or equivalent.
- ii. A mechanic without a journeyman certificate but with seven (7) years experience in the field who has comparable knowledge and skills to those of a journeyman light duty (automotive)

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<sup>§§§</sup> Persons passing their provincial qualification examination shall be immediately upgraded in classification.

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mechanic but who does not have sufficient knowledge of his trade to qualify for a heavy duty certificate or equivalent.

#### Class 5:

- i. A holder of a certificate of qualification of proficiency from the Province of Manitoba as a heavy duty mechanic or equivalent.
- ii. A heavy duty mechanic without a journeyman certificate but with a minimum of seven (7) years experience in the heavy duty mechanical field and who has comparable knowledge and skills to a journeyman heavy duty mechanic.

#### 4. Trainees Log Books

All mechanic trainees are to be issued with log books by the Union. The Employer is to complete each Employee's log book once every six (6) months or on termination (whichever is the sooner) stating the number of hours the trainee has been employed at the trade, his aptitude, attitude and progress at learning the trade. For purposes of advancement from category to category, seventeen hundred (1700) hours, including classroom instruction, shall equal one (1) year's employment.

#### 5. Indentured Apprenticeship Encouragement

It is the intent of the parties to encourage all mechanic trainees to indenture under "The Apprenticeship and Tradesman's Qualification Act", of Manitoba, and to this end, the Employer will honour a mechanic trainee's request to become indentured.

#### (D) GROUP #4 - WELDERS

Class 1: A beginning welder (non-structural) who has completed a training school.

Class 2: A welder who has a CWB ticket for the flat position - Class F.

Class 3: A welder who has a CWB ticket for the flat, horizontal, and vertical position - Class V.

Class 4: A welder who has a CWB ticket for the flat, horizontal, vertical and overhead position - Class 0.

#### 1. Testing:

All journeyman welders required for certified welding shall report to the job site equipped with unexpired certificates of qualification from the CWB.

If the Employer requires any additional examining or testing, or if an existing Employee is requested by the Employer to re-test for a special certificate, the Employee's time required for the testing and the cost of the examination or test will be borne by the Employer.

Should an Employee's certificate expire while he is in the employ of an Employer party to this Collective Agreement, the cost of the required annual re-test and the time required to take same (up to a maximum of four (4) hours) shall be paid by the Employer.

If an Employee with one (1) or more year's experience as a construction equipment welder with that Employer, requests to be re-tested in order to upgrade himself, the Employer will bear the cost of the CWB test, if the welder successfully passes same.

It is the spirit and intent of the parties to encourage all welders to upgrade their qualifications and to this end the Employer will reclassify a welder when he successfully passes the required test.

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#### (F) GROUP #6 – SMALL EQUIPMENT OPERATOR

#### (G) EXPERIENCE RATING

1. The Employer will acknowledge and recognize a person's previous experience on the same or similar equipment if that experience can be substantiated by a log book or letter(s) of reference and classify the person accordingly, if that person is hired. Accordingly, the Employee/member will be responsible for ensuring that they sufficiently complete their personal log book on a weekly basis (for apprentices and operators).
2. Notwithstanding (1) above, an applicant may be hired on a trial basis, and have his performance monitored for a maximum thirty (30) day period, and the results of this proficiency trial shall be available to the Union and/or the Employee on request. If the Employee does not prove satisfactory at the class at which he was hired, within the thirty (30) day period the Union and the Employee shall be notified of same. If the Employee does prove satisfactory he will be confirmed in the class at which he was hired and the rate of pay for that Class shall apply from date of hire.



## APPENDIX NO. 5 – IRON WORKERS (ICI\*)

### International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

Local Union No. 728

#### PROJECT MANAGEMENT AGREEMENT

##### 1. HOURS OF WORK AND OVERTIME

- 18\*\*\*\* (A) The schedule of hours of work, as set down in this Agreement, shall not be considered as a guarantee of hours of work per day or per week.
- (B) The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- (C) All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project.
- (D) One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between Employees on the job and the Company or its representative.
- (G) The first two (2) hours of daily overtime, Monday through Friday, shall be paid for at the rate of time and one half. All time worked in excess of these hours and all time worked on Saturdays, Sundays, and on Holidays as stipulated in Article 21 shall be paid for at the rate of double time.

##### 2. SHIFT PREMIUM

- 19 (A) A premium of:
- Effective May 17, 2010 at \$3.00
- shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.
- (B) For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

##### 3. WAGES

- 14 The classification and wage rates for Employees covered by this Agreement shall be:

Journeyman Structural Ironworkers and Ironworker Welders:

May 17, 2010                      \$31.05

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\* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

\*\*\*\* The specific provisions incorporated in this Appendix from the CLRAM/International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers, Local 728 are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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May 1, 2011	\$32.05
May 1, 2012	\$33.00

Foremen:

Will be paid not less than the following per hour more than the base hourly rate for Journeymen Structural Ironworkers:

For up to a 3-man crew at \$3.50 per hour.

For a 4-man crew or more at \$5.00 per hour.

- 17 (C) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

1 <sup>st</sup> Level	=	0 – 1799 hours	–	60% of Journeyman Rate
2 <sup>nd</sup> Level	=	1800 – 3599 hours	–	70% of Journeyman Rate
3 <sup>rd</sup> Level	=	3600 – 5399 hours	–	85% of Journeyman Rate
		5400 or more hours	–	100% of Journeyman Rate

- (A) The Employer will employ a minimum of one (1) Apprentice for every four (4) Journeymen where practicable and available per job site. The ratio of apprentices to journeymen may be adjusted higher by mutual agreement between the Employer and the Union.
- (B) The first 300 hours shall be considered as a probationary period for a 1<sup>st</sup> Year Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice and such Employer decision shall not be grievable.
- (D) If the apprentice fails to apply him or herself, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, he or she shall be notified by the Union of their findings and informed that he or she is being terminated from the membership of this Local Union.

#### 4. TRADE QUALIFICATIONS

- 14 (A) There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task work or piecework.
- (B) A journeyman Structural Ironworker must be experienced in structural steel erection of all kinds including building, bridges, tanks, towers, etc., and must have a thorough working knowledge of all erection tools and equipment in his trade. He must be able to perform in a safe and workmanlike manner operations such as:
- (1) Assemble and reeve erecting cranes, travelers, guy and stiff leg derricks and move travelers, all under the general direction of a foreman.
  - (2) Hook on, climb, connect and signal the hoisting engineer.
  - (3) Erect scaffolds, fit and bolt joints in proper fashion preparatory to riveting and perform riveting operations.
  - (4) Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling and reaming, etc.

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(C) A Journeyman Ironworker Welder must possess a current all position Class "O" Ticket of the Canadian Standards Association W-47.1 Code (most current version). He must be able to adjust his welding machine and have a thorough working knowledge of all the tools and equipment of his trade. He must also be able to perform the following operations in a safe and workmanlike manner:

- (1) Climb.
- (2) Tie the necessary knots and sling scaffolds for Welding.
- (3) Fit up work for welding.
- (4) Understand welding symbols and procedures.
- (5) Burn and chip.

#### 5. WORKING CONDITIONS

- 18 (E) Employees will be allowed time to gather and put away their working tools and equipment prior to quitting time.
- (F) The Company may require Employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- (H) If any Employees are recalled to a job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- (L) An Employee called out for work after he has completed his regular shift and has gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at overtime rate.
- (M) An Employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Shop Steward will be allowed time to gather the injured man's personal belongings as soon as possible after the accident and if the case warrants it the foreman shall designate someone to accompany the injured man to the doctor or hospital without loss of time or pay.
- (N) Employees shall be ready for work at starting time and shall remain at work until quitting time.
- (O) The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The Employee shall receive not less than two (2) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.
- 29 Where two (2) or more Ironworkers are employed, one shall be selected by the Employer to act as Foreman and will receive Foreman wages.

#### 6. VACATION AND PAY IN LIEU OF STATUTORY HOLIDAYS

- 15 (A) Effective May 17, 2010, each Employee shall receive an amount equal to 10.5% of his gross earnings of which 4.5% shall be in lieu of paid statutory holidays.
- (B) Vacation Pay Allowances shall be paid to Employees on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the Employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the Employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full

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payment of all vacation pay owing to the Employee as provided by the Manitoba Employment Standards Code whether or not the Employee takes a vacation during that calendar year.

#### 7. LUNCH AND OVERTIME LUNCH

- 20 (A) Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.

- (B) Where work is scheduled to exceed ten (10) hours in the day, the employer shall supply a hot meal at no cost to the Employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The Employee shall be entitled to a thirty (30) minute overtime meal break. In the event the Employee elects to not take a hot meal, the Employee shall be paid \$22.00 in lieu of the hot meal.

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to Employees upon commencement of the overtime and every two (2) hours alternately with the overtime meal break.

Where work is scheduled to be ten (10) hours per day, a coffee break and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the Employee and the Employer.

#### 8. COFFEE BREAKS

- 28 It is agreed that all Employees of the Employer covered by this Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of eight (8) hours worked where ten (10) or more hours are worked in the day. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

#### 9. WELFARE TRUST FUND

- 22 Effective May 17, 2010, the Employer shall contribute one dollar and ninety-six cents (\$1.96) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2011, the Employer shall contribute one dollar and ninety-six cents (\$1.96) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2012, the Employer shall contribute one dollar and ninety-six cents (\$1.96) for every hour worked by each Employee covered by this Agreement.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund by the 15<sup>th</sup> day of the month following the month in which the hours were worked.

It will not be a violation of this agreement if the supply of labour is withheld due to non-payment of Welfare contributions by the Employer.

#### 10. PENSION TRUST FUND

- 23 Effective May 17, 2010, the Employer shall contribute five dollars and fifty-five cents (\$5.55) for every hour worked by each Employee covered by this Agreement.

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Effective May 1, 2011, the Employer shall contribute five dollars and seventy-five cents (\$5.75) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2012, the Employer shall contribute six dollars (\$6.00) for every hour worked by each Employee covered by this Agreement.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund by the 15<sup>th</sup> day of the month following the month in which the hours were worked.

It will not be a violation of this agreement if the supply of labour is withheld due to non-payment of Pension contributions by the Employer.

14. Apprentice Ironworker:

Will receive a pro-rated amount of the Journeyman Employer Pension contribution for each year of the agreement based on his percentage to Journeyman rate.

11. IRONWORKERS TRADE IMPROVEMENT FUND

24. Effective May 17, 2010, the Employer shall contribute twenty cents (\$0.20) for every hour worked by each Employee covered by this Agreement.

This fund will be administered by the Joint Trustees appointed by the Employers and the Union. The Employer shall, by the 15<sup>th</sup> day of the month following the month in which the hours were worked, mail such contributions to the Ironworkers Trade Improvement Fund (Manitoba).

Such monies will be used for the education of Apprentices, the testing of Welders and any purpose deemed necessary and advantageous for the Improvement of the Trade.

12. WAGES, HOW PAID

27. (A) The regular payday shall be once a week on such a day as agreed between the Company and the Union. Wages shall be paid on Company time during regular assigned hours in cash, direct deposit or by cheque which will be negotiable without charge.

(B) The Company shall withhold (up to one week) of wages to enable them to prepare the payroll.

13. TOOLS AND SAFETY EQUIPMENT

31. The Employer will supply rod pouches, welding helmets, goggles and safety glasses and all safety equipment as directed by the Manitoba Occupational Safety Act.

The Employer shall supply work gloves which are seasonably and job appropriate to their employed Ironworkers, Welders and apprentices as required.

The Employer shall supply all hand tools and equipment necessary to complete the job.

Employees are required to furnish the following tools:

- (i) crescent wrenches
- (ii) 1 – ¼ inch spud wrenches

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- (iii) bull pins
- (iv) tape measure
- (v) appropriate rigging belt to carry tools

## APPENDIX NO. 6 – REBAR WORKERS (ICI<sup>\*</sup>)

### International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

#### Local Union No. 728 (Rebar)

#### PROJECT MANAGEMENT AGREEMENT

#### 1. HOURS OF WORK AND OVERTIME

- 20<sup>\*\*\*</sup> (A) The schedule of hours of work, as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.
- (B) The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- (C) All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project.
- (D) One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between Employees on the job and the Company or its Representatives.
- (G) The first two (2) hours of daily overtime, Monday to Friday, shall be paid for at the rate of time and one-half. All time worked in excess of these hours and all time worked on Saturdays, Sundays, and on Holidays as stipulated in Article 21 shall be paid for at the rate of double time.

#### 2. SHIFT PREMIUM

- 21 (A) A premium of:
- Effective May 17, 2010 at \$3.00
- shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.
- (B) For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

#### 3. WAGES

- 15 The classification and hourly wage rates for Employees covered by this Agreement shall be:

Journeyman Reinforcing Ironworkers:

Effective May 17, 2010      \$27.79

Effective May 1, 2011      \$28.51

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<sup>\*</sup> ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

<sup>\*\*\*</sup> The specific provisions incorporated in this Appendix from the CLRAM/International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers, Local 728 (Rebar) are referenced by the numbering system assigned to that provision in the aforementioned Agreement.



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Effective May 1, 2012      \$29.68

#### Foremen:

Effective May 17, 2010, a Foreman will be paid not less than the following per hour amount more than the base hourly rate for Journeyman Reinforcing Ironworker:

For up to a 3-man crew at \$3.50 per hour.

For a 4-man crew or more at \$5.00 per hour.

Where three (3) or more Rodmen are employed, one shall be selected by the Employer to act as Foreman and receive Foreman's wages.

#### Apprentices:

(A) The Employer will employ a minimum of one (1) Apprentice for every four (4) Journeymen where practicable and available per job site. The ratio of apprentices to journeymen may be adjusted higher by mutual agreement between the Employer and the Union.

(B) The first 300 hours shall be considered as a probationary period for a 1<sup>st</sup> Year Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice and such Employer decision shall not be grievable.

(C) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

		Effective May 17, 2010	Effective May 1, 2011	Effective May 1, 2012
1 <sup>st</sup> Level	0 - 1799 hours	\$18.06	\$18.53	\$19.29
2 <sup>nd</sup> Level	1800 - 3599 hours	\$20.84	\$21.38	\$22.26
3 <sup>rd</sup> Level	3600 - 5399 hours	\$23.62	\$24.23	\$25.23
	5400 or more hours	Journeyman Rate	Journeyman Rate	Journeyman Rate

The parties agree that the Apprentice percentages will be adjusted if the Province of Manitoba's minimum hourly wage rate is adjusted from its current level at the date of signing of this collective agreement. The percentage adjustments must ensure that the minimum Apprentice hourly rates conform to the Manitoba Apprenticeship & Trades Qualifications Act (Trade of Ironworker Regulation).

(D) If the apprentice fails to apply him or herself, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, he or she shall be notified by the Union of their findings and informed that he or she is being terminated from the membership of this Local Union.

#### 4. TRADE QUALIFICATIONS

17 For the purpose of this Agreement the following definitions will apply:

A Journeyman Rodman is hereby defined as a man experienced in the fabricating, placing and tying of reinforcing steel.

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A qualified Journeyman Rodman must be experienced in the placing of reinforcing steel in all types of reinforced concrete structures and he must have a thorough working knowledge of all tools and equipment of his trade as laid down in the CRSI Recommended Practice for Placing Reinforcing Bars, 1959.

He must be able to perform the following operations in a safe and workmanlike manner:

1. Sling, climb and signal the hoisting engineer.
2. Erect scaffolding or tie the necessary knots and sling scaffolds when necessary.
3. Place reinforcing steel in accordance with recognized ACI Standards under the direction of his Foreman or Superintendent.
4. Read and interpret bar lists, placing drawings, cutting sheets.
5. Operate bending and cutting machines under direction of his Foreman.
6. Work with a hickey.
7. Measure off work under the direction of Foreman or Superintendent.

#### 5. WORKING CONDITIONS

- 20 (E) Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.
- (F) The Company may require Employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- (H) If any Employees are recalled to a Job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- (L) An Employee called out for work after he has completed his regular shift and has gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at overtime rate.
- (M) An Employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which he is injured. The Shop Steward will be allowed time to gather the injured man's personal belongings as soon as possible after the accident and if the case warrants it the foreman shall designate someone to accompany the injured man to the doctor or hospital without loss of time or pay.
- (N) Employees shall be ready for work at starting time and shall remain at work until quitting time.
- (O) The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The Employee shall receive not less than two (2) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.

#### 6. VACATION AND PAY IN LIEU OF STATUTORY HOLIDAYS

- 18 (A) Effective May 17, 2010, each Employee shall receive an amount equal to 10.5% of his gross earnings of which 4.5% shall be in lieu of paid Statutory Holidays.
- (B) Vacation pay allowances shall be paid to Employees on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the Employee under the conditions

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provided in the Manitoba Employment Standards Code. For greater clarity, the Employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the Employee as provided by the Manitoba Employment Standards Code whether or not the Employee takes a vacation during that calendar year.

#### 7. LUNCH AND OVERTIME LUNCH

22 (A) Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.

(B) Where work is scheduled to exceed ten (10) hours in a day, the employer shall supply a hot meal at no cost to the Employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The Employees shall be entitled to a thirty (30) minute overtime meal break. In the event the Employee elects to not take a hot meal, the Employee shall be paid \$22.00 in lieu of the hot meal.

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to Employees upon commencement of the overtime and every two (2) alternately with the overtime meal break.

Where work is scheduled to be ten (10) hours per day, coffee breaks and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the Employees and the Employer.

#### 8. COFFEE BREAKS

23 It is agreed that all Employees of the Employer covered by this Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of the eighth (8<sup>th</sup>) hour where ten (10) or more hours are worked in a shift. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

#### 9. WELFARE TRUST FUND

25 Effective May 17, 2010, the Employer shall contribute one dollar and ninety-six cents (\$1.96) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2011, the Employer shall contribute one dollar and ninety-six cents (\$1.96) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2012, the Employer shall contribute one dollar and ninety-six cents (\$1.96) for every hour worked by each Employee covered by this Agreement.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund by the 15<sup>th</sup> day of the month following the month in which the hours were worked.

It will not be a violation of this agreement if the supply of labour is withheld due to non-payment of Welfare contributions by the Employer.

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#### 10. PENSION TRUST FUND

- 26 Effective May 17, 2010, the Employer shall contribute four dollars and fifty cents (\$4.50) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2011, the Employer shall contribute five dollars (\$5.00) for every hour worked by each Employee covered by this Agreement.

Effective May 1, 2012, the Employer shall contribute five dollars (\$5.00) for every hour worked by each Employee covered by this Agreement.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund by the 15<sup>th</sup> day of the month following the month in which the hours were worked.

It will not be a violation of this agreement if the supply of labour is withheld due to non-payment of Pension contributions by the Employer.

#### 11. IRONWORKERS TRADE IMPROVEMENT FUND

- 27 Effective May 17, 2010, the Employer shall contribute \$0.15 cents for every hour worked by each Employee covered by this Agreement.

This fund will be administered by the Joint Trustees appointed by the Employers and the Union. The Employer shall, by the 15<sup>th</sup> day of the month following the month in which the hours were worked, mail such contributions to the Ironworkers Trade Improvement Fund (Manitoba).

Such monies will be used for the education of Apprentices, the testing of Welders and any purpose deemed necessary and advantageous for the Improvement of the Trade.

If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective Agreement and as stipulated within the most current stated Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement, between the Union and the CLRAM Structural Steel and Reinforcing Steel Trade Divisions, a penalty of 10% of the outstanding amount may be charged for any unpaid amount of contributions.

#### 12. WAGES, HOW PAID

- 30 (A) The regular payday shall be once a week on such a day as agreed between the Company and the Union. Wages shall be paid on Company time during regular assigned hours in cash, cheque or by direct deposit (as determined by the Employer) which will be negotiable without charge (on direct deposit, the Employer will deliver the payroll stub to the job site by pay day). The parties agree that the Employer will not implement a direct deposit payroll until four (4) months have elapsed from the date of signing of this collective agreement in order to allow the Local Union with sufficient time to review this matter with its members.

#### 13. TOOLS AND SAFETY EQUIPMENT

- 31 (A) The Employer will reimburse the Employee for all reasonable losses associated with fire or theft (in the job trailer and/or gang box) of the Employee's working clothes and working equipment at the work site (provided appropriate receipts are provided).

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The Employer will reimburse the Employee for all reasonable losses associated with fire of the Employee's belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one time Employee maximum of \$500.00. To qualify for the \$500.00 coverage an Employee must submit a list of his personal effects, prior to becoming a resident of the camp, to his Employer.

- (B) On abnormally dirty maintenance, revamp and repair work, in which the Employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing at no cost to the Employee for all Employees covered by this Agreement.
- (C) The Employer will supply all safety equipment as directed by the Manitoba Occupational Health and Safety Act.
- (D) The Employer shall supply all hand tools and equipment necessary to complete the job.

Employees are required to furnish the following tools:

- (i) Pliers
- (ii) Wire reel
- (iii) Wire cutters
- (iv) Tape measure/ruler
- (v) Appropriate rigging belt to carry tools

Tools listed from (i) to (iv) when broken on the job, not through Employee negligence, shall be replaced by the Employer provided the broken tool is immediately provided to the Employer at that time.

An Employee may be deducted from his outstanding wages for cost of tools and equipment which the Employee signed for and failed to return to the Employer.

## **APPENDIX NO. 7 – ELECTRICAL WORKERS (ICI<sup>\*</sup>)**

### **International Brotherhood of Electrical Workers**

#### **Local Union No. 2085**

### **PROJECT MANAGEMENT AGREEMENT**

#### **1. INDUSTRIAL HOURS OF WORK AND OVERTIME**

7:01<sup>§§§§</sup> Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday. Said hours shall be worked between 7:00 a.m. and 4:30 p.m. with a mid-shift unpaid lunch break of thirty (30) minutes.

7:02 On Industrial work described in Appendix "C" attached hereto.

- i. All hours worked beyond the regular shift Monday to Friday, shall be paid at time and one-half (1½x) the Classification base hourly rate of pay for the first two (2) hours worked and then two times (2x) the Classification base hourly rate of pay for all overtime beyond two (2) hours worked.
- ii. On all Industrial Work (as defined in Appendix "B") all hours worked on Saturdays, Sundays and Statutory Holidays the rate of pay shall be two time (2x) the Classification base hourly rate of pay.
- iii. On all Commercial work, Saturday shall be paid at time and one-half (1½x) the Classification base hourly rate of pay for the first eight (8) hours worked and two times (2x) the Classification base hourly rate of pay for all hours after eight (8) hours. Sundays and Statutory Holidays shall be paid at two-times (2x) the Classification rate.

7:03 An Employee shall be given two (2) hours notice before beginning overtime. All overtime will be evenly distributed between all Employees working on the job. The Job Steward will keep a record of overtime hours worked.

7:04 Notwithstanding 7A:01, 7A:02, beyond the Perimeter Highway and if mutually agreed upon by the Employer and the Local Union, forty (40) hours may be worked in any four (4) consecutive days Monday to Thursday or Tuesday to Friday at the straight time rate, provided however, that no more than ten (10) hours may be worked at the straight time rates in any one (1) day. Hereafter referred to as a compressed work week.

Any week in which a holiday or day in lieu thereof falls, would have a balance of a thirty (30) hour work week, i.e. three (3) ten (10) hour days.

7:05 Employees must take a minimum rest period of eight (8) hours between shifts.

Where Employees are specifically requested to return to work before the expiration of eight (8) hours, all additional hours performed shall be paid for at the prevailing overtime rate of pay for that type of project. The overtime rate(s) of pay shall continue until a full eight (8) hour rest period has been observed.

7:07 Employees will be on the job at regular starting time and shall remain until regular quitting time except as otherwise specifically provided in this agreement.

7:11 The normal "work day" or "days of work" may be altered on any project by mutual consent of the Local Union and the Employer, subject always to all other terms of this agreement, and such agreement will not be unreasonably withheld.

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<sup>\*</sup> ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

<sup>§§§§</sup> The specific provisions incorporated in this Appendix from the CLRAM/International Brotherhood of Electrical Workers, Local 2085 Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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#### 2. SHIFT PREMIUM

- 7:10 (A) Scheduled overtime shall be defined as work performed outside the normal working hours for a period of more than two (2) consecutive work days.
- (B) The Employer will make every reasonable attempt to contact the Business Manager and/or the Job Steward if overtime is to be worked.

#### 3. WAGES AND DEFINITIONS

- 10:01 The following wage rates shall apply on the effective date shown:

	<u>May 17, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Journeyman Electrician	\$33.92	\$35.22	\$36.52

For Total Labour Costs, see Wage Summary Sheets at the end of this Reference Agreement.

- 10:02 Definitions:

- A. Journeyperson Electrician: An electrical worker who has four (4) or more years' experience in the trade and has a current class H journeyman electrician's license registered in the Province of Manitoba.
- B. Registered Apprentices: Shall be registered with Local 2085's Pooled Apprenticeship Agreement (1995) with the Province of Manitoba and be paid in accordance with the Collective Agreement.
- B.1 The Employer will check with the Union as to the availability of new apprentices entering the industry.
- B.2 All new apprentices referred by the Union or hired by the Employer will be given a clearance from the Union before going to work.
- B.3 It is agreed the number of apprentices who may be employed by an Employer in this trade shall not exceed:
- Where an Employer is engaged in, or carries on a business of electrical construction and who employs one (1) working journeyperson or is himself a working journeyperson, he may employ one (1) apprentice and one (1) additional apprentice for every two (2) additional working journeypersons employed within the Employer's regular establishment.
  - Notwithstanding B.3(i) above, on a job specific basis, a 1:1 Journeyperson to apprentice ratio can be instituted if mutually agreed to between the parties and such requests will not be unreasonably denied.
- C. Foreman: He shall be a Journeyperson Electrician and a member of Local Union 2085. A Foreman shall be appointed by the Employer as follows, provided he will act in that capacity for a minimum of five (5) working days.
- Foreman (for all work) will receive between 105% to 120% (as determined by the Employer) and will be responsible for between 4-12 Employees.
- D. General Foreman: He shall be a Journeyperson Electrician and a member of the International Brotherhood of Electrical Workers, Local 2085. General Foreman shall not be required to work with tools.



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General Foreman (for all work) will receive between 120% and 135% (as determined by the Employer). A General Foreman can be appointed at the discretion of the Employer, or will be appointed at a minimum crew size of 45 Employees.

- E. Cable Splicer: A Journeyperson Electrician who has been qualified by training and admitted to the status of Cable Splicer by the Union. Cable Splicers shall undertake work in connection with lead covered cables, and other high voltage cables 2,300 volts and higher, involving preparation, splicing and termination.
- F. Electrician-Welder: When an Employer requests an Employee to perform welding, he shall be a member of the IBEW, Local Union 2085, who has completed a recognized plate welders course recognized by the Union and received a Certificate of Proficiency. If the Employer requires any additional examining or testing, or special certificate, the Employee's time required for testing and cost of the examination will be borne by the employer. Should an Employee's special certificate expire while he is in the employ of an Employer party to this agreement, the cost of the required re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the employer, if the Employee has worked for that employer thirty (30) days prior. If the Employee quits within thirty (30) days he will be required to repay the total cost.

10:03 The Foreman ratio as per Article 10:02 shall not apply to residential apartment building \*\*\*\*\* and wood frame housing up to and including 150 units.

#### 4. HEIGHT PREMIUMS

12:04 Employees performing work at elevations of forty-five (45) feet (13.72 metres) or more above the immediate surroundings where there are no rigid platforms or scaffolds shall be paid at the prevailing rate plus one times the regular rate. This shall include work performed in or above any openings of 24" (60 cm) or larger at this height. All work performed over water, head gates, bridges, spillways, etc., will be paid at the prevailing overtime rate for that type of project.

All rigid platforms, scaffolds and accesses shall meet Workplace Health and Safety Regulations. Any mobile lifts shall not be considered rigid platform lifts.

12:05 Where height pay is required there shall be a minimum of one (1) hour.

#### 5. VACATION AND VACATION PAY

9:01 The Employer agrees that Vacation Pay shall be six (6%) percent of gross earnings.

9:02 The Vacation Pay shall be paid every pay period or upon termination of employment, whichever is sooner.

9:03 Each Employee shall be entitled to three (3) weeks annual vacation to be taken at a time mutually agreed upon by the Employer and the Employee.

11:05 Vacation pay allowance paid to Employees on their regular pay day shall be considered as advance payment for any vacation taken by the Employee under the conditions provided in the Manitoba Employment Standards Code

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\*\*\*\*\* Buildings designed for residential use and in which no floors are designed for commercial use.

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#### 6. STATUTORY HOLIDAY PAY

- 8.02 Whether or not an Employee works on any of the Holidays set out in Article 21, the employer shall pay four and one-half percent (4.50%) of total gross earning. Gross earnings will be exclusive of subsistence allowance and reimbursable expenses.
- 8.01 If a Statutory Holiday falls on a Saturday or Sunday, the closest following work day(s) shall be observed.
- 8.03 Statutory Holiday Pay shall be paid every pay period or upon termination of employment, whichever is sooner.

#### 7. COFFEE BREAK

- 7:06 Two (2) coffee breaks will be allowed per shift provided Employees do not leave the job and the breaks do not exceed fifteen (15) minutes each, abuse of this privilege will be sufficient cause for cancellation of this Article.

Times for coffee breaks shall be at the quarter ( $\frac{1}{4}$ ) and three quarter ( $\frac{3}{4}$ ) point of each shift, or as may be mutually agreed upon. Should the coffee break jeopardize the normal progress of work (i.e. concrete pour in hand) the time shall be mutually adjusted for the Employees affected. A coffee break of fifteen (15) minutes without any loss of time shall be allowed to Employees upon commencement of unscheduled overtime and every two (2) hours alternately with the above mentioned meal breaks.

On camp jobs, the Employer will cooperate with Employees as to the method of making refreshments available. Extra coffee breaks shall not be unreasonably denied where overtime is worked.

#### 8. OVERTIME LUNCH & COFFEE BREAKS

- 7:08 If more than ten (10) hours of overtime are worked the Employer shall supply either a hot meal at no cost to the Employee or a \$20.00 cash allowance after the ten (10) hours have been worked and the same provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be allowed to Employees upon commencement of overtime and every two (2) hours alternately with the above mentioned meal breaks.
- 7:09 If conditions are such that work on any particular job cannot be done within the said hours (7:00 a.m. until 4:30 p.m.) then shift work may be instituted. Shift work shall be defined as work assignments lasting two (2) or more days all or part of the working time being outside the normal working hours, Monday to Friday inclusive. All shift work shall be paid at the rate of time plus ten (10%) percent. Overtime outside the regularly scheduled shift shall be paid at the base classification hourly rate of pay plus ten (10%) multiplied by the applicable overtime premium as described in Article 7.02 (i), (ii) and (iii).

#### 9. TRUST FUNDS

##### 22:01 Health and Welfare Fund

- (A) The Employer and the Union agree to joint contributions to the Local 2085 Health and Welfare Fund for all hours worked, by all Employees covered under this Collective Agreement, at the following rates:

Effective May 17, 2010

Employer – \$1.00 per hour  
Employee – \$0.55 per hour

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Effective May 1, 2011                      Employer – \$1.00 per hour  
Employee – \$0.60 per hour

Effective May 1, 2012                      Employer – \$1.00 per hour  
Employee – \$0.65 per hour

- (B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10<sup>th</sup>) day of the month following the month for which deductions were made. The Employer concerned will not only remain liable to the Trust Fund for the amount of any deductions not so paid, but shall also be responsible for any claim or benefits lost to the Employee or Employees by reason of the failure to make deductions in the amounts and at times provided herein.

#### 22:02 Pension Fund

- (A) The Employer agrees to joint contributions to the Local 2085 Pension Fund for all hours worked, by all Journeypersons covered under this Collective Agreement, at the following rates:

Effective May 17, 2010                      Employer - \$3.15 per hour  
Employee - \$0.25 per hour

Effective May 1, 2011                      Employer - \$3.15 per hour  
Employee - \$0.50 per hour

Effective May 1, 2012                      Employer - \$3.15 per hour  
Employee - \$0.75 per hour

- (B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10<sup>th</sup>) day of the month following the month for which deductions were made.

The Employer agrees to contributions to the Local 2085 Pension Trust Fund for all hours worked, by apprentices to be prorated for the four (4) levels of apprenticeship covered under this Collective Agreement at the following rates:

	<u>May 17, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
1 <sup>st</sup> Year Apprentice			
Employer	\$1.26	\$1.26	\$1.26
Employee	\$0.10	\$0.20	\$0.30
2 <sup>nd</sup> Year Apprentice			
Employer	\$1.58	\$1.58	\$1.58
Employee	\$0.13	\$0.25	\$0.38
3 <sup>rd</sup> Year Apprentice			
Employer	\$2.05	\$2.05	\$2.05
Employee	\$0.16	\$0.33	\$0.49
4 <sup>th</sup> Year Apprentice			
Employer	\$2.52	\$2.52	\$2.52
Employee	\$0.20	\$0.40	\$0.60

#### 22:03 Group Registered Retirement Savings Plan

- (A) The Employer and the Union agree to Employee contributions to the Local 2085 Group Registered Retirement Savings Plan for all hours worked, by all Journeyperson Electricians who are members of Local 2085, at the following rates:

May 17, 2010 – \$1.25 per hour

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(B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10<sup>th</sup>) day of the month following the month for which deductions were made.

#### 22:04 Electrical Industry Promotion Trust Fund

All Employers shall contribute twenty-five (25) cents per hour, for all hours worked, by all Employees covered under this collective agreement to the Electrical Industry Promotion Trust Fund. Payment and reporting forms are to be received by the Administrator not later than the tenth (10<sup>th</sup>) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the IBEW Local 2085, a detailed listing of all contributing Employers and the total amount of hours worked for each Employer for the following remittances. Such remittance shall be post marked no later than the 20<sup>th</sup> day of each month following the month the hours were worked.

The Fund Administrator shall distribute on a monthly basis to the Electrical Industry Education Trust Fund, an equivalent amount of fifteen (15) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the Electrical Contractors Industry Fund, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the IBEW Local 2085, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

#### 10. WAGE PAYMENTS

11:01 Wages shall be paid every week or two weeks on company time in cash or cheques or by direct automatic bank deposit. If paid every two (2) weeks by cheque, sufficient time is to be allowed for cashing same, but not less than fifteen (15) minutes. Any new Contractor not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months, shall be required to pay on a weekly basis.

In the situation of a new hire having a wait period, in excess of two (2) weeks for pay, the Employer will provide a cash/cheque advance not in excess of wages earned up to the date of the request. The request is to be made five (5) days in advance of the date on which the money will be required.

11:02 Exchange rate on Employee's cheque will be paid by the Employer.

11:03 The Employer agrees to provide each pay period a complete dated statement for each Employee showing separate totals of the following:

Straight time hours paid  
Overtime hours paid  
Statutory holiday pay paid  
Vacation pay paid  
Fund contributions  
Union dues

The statement shall show all deductions made by the Employer.

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11:04 Thursday shall be designated pay day, excepting when a Statutory Holiday falls on a Friday, wages shall be paid on Wednesday.

11:06 Errors in pay cheques are to be rectified and remitted in a prompt fashion by the Employer.

#### 11. TOOLS, WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

15:01 An electrician's tools are his means of livelihood and the workers shall keep same in good condition at all times. Any of the tools listed in the Schedule below lost by theft resulting from breaking or entering or destroyed by fire will be replaced by the Employer provided the tools are stored in a secured place as so designated by the Employer on the job-site in question.

15:02 The Employee must accept reasonable responsibility for the tools furnished by the Employer and will be given sufficient time to put these tools in their designated place. He must report the breakage or loss of any of these tools immediately to his supervisor.

15:03 An Employee found misusing company tools may be held responsible.

15:04 The Employer must supply all tools and safety equipment not listed in the Schedule of Tools below. The Employer shall furnish instructions and proper procedure manuals for the use of tools and equipment required on the job-site in question.

#### **SCHEDULE OF TOOLS (as per Appendix "A" of CLRAM/IBEW Agreement)**

The following tools shall be provided by the Employee:

*1 Hammer	1 Tap Wrench handle
*1 Hack Saw Frame	1 Set Allen Wrenches – up to ½" size
*1 – 9" Level	1 Voltage Tester 110 – 550 volts
*1 – 1" by 16' metric/standard Steel Tape	1 Chalk Line
*3 Blade Screw Drivers	1 – 12" Combination Square
*3 Robertson Screw Drivers	1 Stubby Screw Driver Set
*1 Center Punch	1 Nut Driver Set
*1 – 10" Water Pump Pliers	1 Flashlight (batteries supplied by employer)
*1 – 8" Linesman Type Pliers	1 Set Wrenches Combination ¼" – ¾"
*1 – 8" Diagonal Cutters	1 Drywall Saw
*1 – Needle Nose Pliers	1 Small Wire Strippers
*1 Knife	
*1 Tool Pouch	
*1 Tool Box	

\* - Indicates tools to be supplied by Level 1 Apprentices.

#### 12. STANDARD OF WORK AND LIMITATIONS

17:01 Journeymen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. Whenever corrections have to be made to bring the work up to code requirements because of faulty or careless workmanship, the Journeyman shall make such corrections on his own time unless the errors were made by order of the Employer or the Employer's representative. He shall not be charged for wasted material.

17:02 There shall be no limit on production of workmen or restrictions on the full use of proper tools or equipment and there shall not be any task work or piece work.

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#### **13. SPECIAL CONDITIONS**

- 12:01 Employees called from home to work outside their regular shift shall be paid for such work at the prevailing overtime rate, but in no case shall an Employee be paid less than two (2) hours at the prevailing overtime rate, with the exception of residential calls, which shall be not less than one (1) hour at the prevailing overtime rate.
- 12:03 On projects outside the boundaries of any city or town and when the air temperature is –25 degrees Celsius or colder, where car plugs are not available, Employees will be allowed 10 minutes immediately prior to their lunch break to start their vehicles.
- 12:06 All major projects shall have a pre-job conference or conferences between the Union and the Contractor upon request of either party except where differing arrangements are mandated by the OWNER via the Contract.
- 12:07 On camp jobs, telephone service will be provided by the Employer twenty-four (24) hours a day when telephone services are available, on the basis of one (1) telephone per bunkhouse with a separate line per phone where possible. Telephones will be in a totally enclosed, heated and ventilated room.
- 12:08 When an Employee is required to reside in a construction camp the cost for insurance against loss of his personal effects by fire, to a maximum of two thousand (\$2,000.00) dollars, will be reimbursed on presentation of a paid premium receipt.
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### **APPENDIX "C"**

The construction of:

- (A) a power generating station, nuclear station or power converted plant,
- (B) an oil refinery,
- (C) a chemical plant,
- (D) a steel mill,
- (E) a pulp mill or paper mill or pulp and paper mill,
- (F) a brewery,
- (G) a distillery,
- (H) a compressor station,
- (I) a mining installation above or below the surface of the ground,
- (J) a mineral refinery,
- (K) a smelter,
- (L) a petroleum processing plant or a gas processing plant, or a petroleum and gas processing plant, or a petroleum pumping station; or such other projects agreed on between the Parties,
- (M) food processing plants over 50,000 square feet,
- (N) water and waste treatment plants over 50,000 square feet.

In addition, industrial work shall include such work considered as industrial construction as is mutually agreed by the Joint Conference Committee to be applicable to this Agreement effective on the date of ratification of the changes by the Parties to this Agreement.



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# 2010 WAGE TABLE

CLASSIFICATION	BASE RATE	STAT PAY 4.5%	SUB TOTAL	Vacation Pay (6%)	GROSS PAY	H & W	PENSION	EI/PTF	TOTAL WAGE
JOURNEYPERSON	\$33.92	\$1.53	\$35.45	\$2.13	\$37.57	\$1.00	\$3.15	\$0.35	\$42.07
JOB STEWARD 105%	\$35.62	\$1.60	\$37.22	\$2.23	\$39.45	\$1.00	\$3.15	\$0.35	\$43.95
FOREMAN MIN 105%	\$35.62	\$1.60	\$37.22	\$2.23	\$39.45	\$1.00	\$3.15	\$0.35	\$43.95
FOREMAN MAX 120%	\$40.70	\$1.83	\$42.54	\$2.55	\$45.09	\$1.00	\$3.15	\$0.35	\$49.59
GENERAL FOREMAN MIN 120%	\$40.70	\$1.83	\$42.54	\$2.55	\$45.09	\$1.00	\$3.15	\$0.35	\$49.59
GENERAL FOREMAN MAX 135%	\$45.79	\$2.06	\$47.85	\$2.87	\$50.72	\$1.00	\$3.15	\$0.35	\$55.22
1ST YEAR APPRENTICE (40%)	\$13.57	\$0.61	\$14.18	\$0.85	\$15.03	\$1.00	\$1.26	\$0.35	\$17.64
2ND YEAR APPRENTICE (50%)	\$16.96	\$0.76	\$17.72	\$1.06	\$18.79	\$1.00	\$1.58	\$0.35	\$21.72
3RD YEAR APPRENTICE (65%)	\$22.05	\$0.99	\$23.04	\$1.38	\$24.42	\$1.00	\$2.05	\$0.35	\$27.82
4TH YEAR APPRENTICE (80%)	\$27.14	\$1.22	\$28.36	\$1.70	\$30.06	\$1.00	\$2.52	\$0.35	\$33.93



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**2011 WAGE TABLE**

CLASSIFICATION	BASE RATE	STAT PAY 4.5%	SUB TOTAL	Vacation Pay (6%)	GROSS PAY	H & W	PENSION	EI/PTF	TOTAL WAGE
JOURNEYPERSON	\$35.22	\$1.58	\$36.80	\$2.21	\$39.01	\$1.00	\$3.15	\$0.35	\$43.51
JOB STEWARD 105%	\$36.98	\$1.66	\$38.65	\$2.32	\$40.96	\$1.00	\$3.15	\$0.35	\$45.46
FOREMAN MIN 105%	\$36.98	\$1.66	\$38.65	\$2.32	\$40.96	\$1.00	\$3.15	\$0.35	\$45.46
FOREMAN MAX 120%	\$42.26	\$1.90	\$44.17	\$2.65	\$46.82	\$1.00	\$3.15	\$0.35	\$51.32
GENERAL FOREMAN MIN 120%	\$42.26	\$1.90	\$44.17	\$2.65	\$46.82	\$1.00	\$3.15	\$0.35	\$51.32
GENERAL FOREMAN MAX 135%	\$47.55	\$2.14	\$49.69	\$2.98	\$52.67	\$1.00	\$3.15	\$0.35	\$57.17
1ST YEAR APPRENTICE (40%)	\$14.09	\$0.63	\$14.72	\$0.88	\$15.61	\$1.00	\$1.26	\$0.35	\$18.22
2ND YEAR APPRENTICE (50%)	\$17.61	\$0.79	\$18.40	\$1.10	\$19.51	\$1.00	\$1.58	\$0.35	\$22.44
3RD YEAR APPRENTICE (65%)	\$22.89	\$1.03	\$23.92	\$1.44	\$25.36	\$1.00	\$2.05	\$0.35	\$28.76
4TH YEAR APPRENTICE (80%)	\$28.18	\$1.27	\$29.44	\$1.77	\$31.21	\$1.00	\$2.52	\$0.35	\$35.08

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## 2012 WAGE TABLE

CLASSIFICATION	BASE RATE	STAT PAY 4.5%	SUB TOTAL	Vacation Pay (6%)	GROSS PAY	H & W	PENSION	EI/PTF	TOTAL WAGE
JOURNEYPERSON	\$36.52	\$1.64	\$38.16	\$2.29	\$40.45	\$1.00	\$3.15	\$0.35	\$44.95
JOB STEWARD 105%	\$38.35	\$1.73	\$40.07	\$2.40	\$42.48	\$1.00	\$3.15	\$0.35	\$46.98
FOREMAN MIN 105%	\$38.35	\$1.73	\$40.07	\$2.40	\$42.48	\$1.00	\$3.15	\$0.35	\$46.98
FOREMAN MAX 120%	\$43.82	\$1.97	\$45.80	\$2.75	\$48.54	\$1.00	\$3.15	\$0.35	\$53.04
GENERAL FOREMAN MIN 120%	\$43.82	\$1.97	\$45.80	\$2.75	\$48.54	\$1.00	\$3.15	\$0.35	\$53.04
GENERAL FOREMAN MAX 135%	\$49.30	\$2.22	\$51.52	\$3.09	\$54.61	\$1.00	\$3.15	\$0.35	\$59.11
1ST YEAR APPRENTICE (40%)	\$14.61	\$0.66	\$15.27	\$0.92	\$16.18	\$1.00	\$1.26	\$0.35	\$18.79
2ND YEAR APPRENTICE (50%)	\$18.26	\$0.82	\$19.08	\$1.14	\$20.23	\$1.00	\$1.58	\$0.35	\$23.16
3RD YEAR APPRENTICE (65%)	\$23.74	\$1.07	\$24.81	\$1.49	\$26.29	\$1.00	\$2.05	\$0.35	\$29.69
4TH YEAR APPRENTICE (80%)	\$29.22	\$1.31	\$30.53	\$1.83	\$32.36	\$1.00	\$2.52	\$0.35	\$36.23

## **APPENDIX NO. 8 – PAINTERS (ICI\*)**

### **International Union of Painters and Allied Trades**

#### **Local Union No. 739, Painters Division**

#### **PROJECT MANAGEMENT AGREEMENT**

### **1. HOURS OF WORK AND OVERTIME**

7<sup>++++</sup> Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth:

(A) Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonable to meet emergency situations.

(B) Conditions applicable to work within the Winnipeg thirty (30) mile zone and all major building construction projects as defined by the Construction Industry Wages Act within the Province of Manitoba.

1. Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive, except as may be modified elsewhere in this Agreement.

2. Except as Otherwise herein expressly provided:

(a) If more than the recognized daily hours are worked in anyone (1) shift then such additional hours shall be paid for at the rate of time and one-half (1½) the regular straight time hourly rate.

(b) Work done on Sundays or on the holidays as specified in this Agreement shall be paid for at one and one half (1½) the regular straight time hourly rate.

(c) All work done on Saturdays to be paid at one and one-half (1½) times the regular rate of pay.

(d) Notwithstanding one (1) above the employer can work two (2) crews Monday through Sunday in any one week. The maximum daily hours shall be ten (10) hours per day. It is understood that four (4) consecutive ten (10) hour days shall constitute a forty (40) hour work week. Any time worked after forty (40) hours shall be paid at overtime rate of one and one-half (1½) times the rate of pay.

(e) When working under a five day work schedule, Saturday may be used as a make-up day when forty (40) hours is not worked during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first eight (8) hours to a maximum of forty (40) hours a week, after which the Employees shall receive time and one-half their regular rate of pay. Time worked on the make-up day shall be on a voluntary basis and each Employee has the right to refuse work.

3. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:00 p.m. By arrangement with the affected Employees, determined prior to the

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\* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

++++ The specific provisions incorporated in this Appendix from the Manitoba Painters Negotiation Council/International Union of Painters and Allied Trades, Local 739, Painters Division Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours.

4. Notwithstanding (2a) above, if problems arise beyond the control of the painting Contractor, painters working with catalyzed coatings may work an additional hour at straight time rates.

#### 2. SHIFT PREMIUM

- 7 (D) Conditions applicable to all work within Winnipeg and Major Building Construction Projects in Manitoba:

1. Employees who are asked to work shift work that is normally done between the hours of 4:00 p.m. to 12:00 p.m. midnight and 12:00 midnight to 8:00 a.m. shall be given one-half (½) hour paid lunch break.

It is agreed that the shift premium as per Section 7(D)1 will not be applicable if the job changes from day shift to evening shift at the request of the customer.

- (a) Overtime payment for shift work shall be in accordance with the provisions set forth in subsection (B) of Section 7 as is applicable due to the location or classification of the work.

- (b) The starting and quitting time for shift work will be decided by the Employer.

- (c) Except in the case of an emergency, the Union will be notified when shift work is involved.

2. Alterations, Maintenance, Repair and Service Work:

Notwithstanding the provisions of any other clauses in Section 7, if with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work when the work can be done at regular straight time rates during any hours that may constitute a shift on that job. No more than eight (8) hours will be worked any shift at straight time rates.

If additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half (1½) the regular straight time hourly rate.

If the shift ends after the public transit system ceases to run and if the Employee has no transportation available then the Employer will supply transportation home.

#### 3. DEFINITIONS AND WAGE RATES

- 21 (A) Journeyman: Shall mean a person who possesses an Interprovincial Painters Certificate, a Certificate of Apprenticeship issued by a Provincial or Territorial Government or a Tradesman Qualification card (T.Q.) issued by a Provincial or Territorial Government. Journeyman Painters shall have seniority rights over a Non-Ticketed Journeyman, provided the Journeyman is deemed suitable for the job by the Employer within forty-eight (48) hours of the time the Journeyman is identified.

Non-Ticketed Journeyman: Shall mean a person who is a member of the Union, or who is on application to join the Union and does not possess the required ticket(s) for Journeyman status. The Joint Trade Board shall be responsible for arranging the necessary course(s) in order that a Non-Ticketed Journeyman may obtain Journeyman status and the Provincial Apprenticeship and Employee Development Fund shall be responsible for the funding of such course(s).



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Permit Worker: Where the Union is unable to supply the Employer Journeymen, the Employer may employ Permit Workers. All Permit Workers shall obtain a "Dispatch Slip" from the Union prior to commencing work and this permit shall be revocable by the Union pursuant to the terms of the Article 19B (2). Permit Workers rate of pay will be agreed between the Employer and the Employee. The Union will be notified of the rate of pay for dispatch purposes. There will be no Employer Contributions for Permit Workers for the Health and Welfare and Pension.

Journeyman Painter Rate "A"  
(i.e. non-industrial areas such as offices)

	<u>June 1, 2010</u>	<u>June 1, 2011</u>	<u>June 1, 2012</u>
Hourly Rate	\$24.02	\$24.45	\$24.94

Journeyman Industrial Rate – Sandblasting and Spraying

	<u>June 1, 2010</u>	<u>June 1, 2011</u>	<u>June 1, 2012</u>
Hourly Rate	\$25.52	\$25.98	\$26.50

Journeyman Industrial Rate – Brush and Roller

	<u>June 1, 2010</u>	<u>June 1, 2011</u>	<u>June 1, 2012</u>
Hourly Rate	\$25.02	\$25.50	\$25.98

- Foreman: When the Contractor appoints a Foreman who is in charge of four (4) or more men, that Foreman shall be paid a seventy-five cent (75¢) per hour premium.
- Non-Certified painters with proof of five (5) years in the trade shall receive sixty-five percent (65%) of the applicable Journeyman Rate.

- 26 (C) Apprentice: An Apprentice is a person who enters a contract of service in accordance with the Apprenticeship and Tradesmen's Qualifications Act Manitoba Regulations 83-87R and amending Acts whereby he is to receive from or through his Employer and Trade School instruction for the trade.

The ratio of Apprentices to Journeymen shall be; Firms regularly employing from one (1) to two (2) Journeyman shall be allowed an Apprentice and thereafter to every additional two (2) Journeymen regularly employed, one (1) more Apprentice shall be allowed. The Joint Trade Board shall have the right to require any Employer who regularly employs more than two (2) Journeymen and has no Apprentices, to employ at least one (1) Apprentice. These provisions may be changed to suit the ability of individual Contractors to train Apprentices after review by the Joint Trade Board.

The Apprentice shall work the same hours as the Journeyman and work under the supervision of a Journeyman at all times.

Apprentice Rates:

0 – 1800 Hours	55% of Journeyman Rate
1801 – 3600 Hours	75% of Journeyman Rate
3601 – 5400 Hours	85% of Journeyman Rate

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#### 4. HEIGHT PREMIUMS

- 21 Exterior (not including bridges) industrial work - 85' and over – fifty cents (50¢) per hour premium.
- Under slung bridge work – one dollar (\$1.00) per hour premium.

#### 5. ANNUAL VACATION AND VACATION PAY

- 12 (A) Annual vacation will be arranged as provided in the Vacation with Pay Act for the Province of Manitoba.
- (B) Vacation Pay allowance will be accumulated for the credit of each Employee at the rate of six percent (6%) of the Employee's standard hourly rate for each hour worked.
1. Notwithstanding (B) above, all student helpers, apprentices (first and second year) and permitted workers shall receive four percent vacation pay.
  2. The Union and the Local covenants agree that the Union, the Local, its officers, members, or any other person referred to the Employer, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Vacation With Pay Act is improper satisfaction of the Employer's obligation under said Act, and for greater clarity it is specifically agreed that double payment for vacation, once under the Agreement and once under the Act, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him harmless in the event of such a claim by its officers.

#### 6. PAY IN LIEU OF LEGAL HOLIDAYS

- 11 (C) Whether or not an Employee works on any of the Holiday set out in Article 21, he shall receive in lieu of paid Holidays, four point five percent (4.5%) of his standard hourly rate for each hour worked.

#### 7. LUNCH AND OVERTIME LUNCH

- 7 (D) 4. Lunch Period:

A thirty (30) minute lunch period shall be allowed to all Employees on each regular shift. Employees shall not leave the job site unless otherwise mutually agreed between the Employer and the Employee.

5. Overtime Lunch Provided by Employer:

Where an Employee has not been advised prior to reporting for his shift that he will be working an extended shift, he shall be provided an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than one (1) hours work remains to be done, and every four (4) overtime hours thereafter.

All Employees will be given at least one-half ( $\frac{1}{2}$ ) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

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#### 8. COFFEE BREAKS

- 7 (D) 5. An opportunity will be allowed for Employees to partake of non-alcoholic drinks at the work station twice in each regular shift, once in the first half of shift and once in the second half of the shift, when such drinks are available on the job sites. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any Employee abusing this privilege. The break shall be ten (10) minutes.

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed upon commencement of the overtime. Any Employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

#### 9. TRUST FUNDS

- 25 There will be no Employer contributions for Permit Workers for either Health & Welfare or Pension.

##### (A) Health & Welfare

The Employee trust fund shall be known as the Local Union 739 Health & Welfare Trust Fund. The Health & Welfare Trust Fund shall be financed by employer contributions of:

Effective June 1, 2010, \$1.10 per each hour worked.

Effective May 1, 2011, \$1.15 per each hour worked.

Effective May 1, 2012, \$1.20 per each hour worked.

The above mentioned funds are to be remitted to the administrator as selected by the Union together with a list of Employee names and amounts remitted on their behalf. This is to be remitted by the 15<sup>th</sup> day of the month following the month in which they were accrued.

Local 739 Health & Welfare Trust Fund  
C/O Coughlin & Associates Ltd.  
100-175 Hargrave Street  
Winnipeg, Manitoba  
R3C 3R8  
Phone # (204) 942-4438

##### (B) Pension Plan

Except as otherwise noted in Appendix 8, the Employer shall contribute the amounts set out below for all hours worked by all such Employees covered by Appendix 8 to the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada):

Effective June 1, 2010: \$2.55 per hour for Certified Journeyman Industrial Painters – brush and roller as well as sandblasting and spraying.

\$2.30 per hour for Journeyman Painter “A”.

It is agreed that all new apprentices (first and second year) shall not be participants in the Pension until they have attained 2,400 hours while working for a signatory Contractor.

Payment, together with a duly completed Employer Remittance Report Form, shall be remitted to the said Fund by the fifteenth (15<sup>th</sup>) day of the month following the month for which the contributions are due.



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#### 10. JOINT TRADE BOARD

##### 26 (B) Manitoba Painters Training Fund

1. Effective June 1, 2010, The total contribution to this Fund shall be twenty cents (20¢) per hour worked, five cents (5¢) to be contributed by every individual working within the scope of this Agreement and to be deducted from the individual's wages, and fifteen cents (15¢) per hour worked to be contributed by every Employer.
2. This Fund shall be administered by the Joint Trade Board or as superseded by the Trust Document under the direction of the Joint Trade Board as have been or shall be created in expending of monies for the carrying out of the purpose of the said Provincial Apprenticeship and Employee Development Fund.
3. The purpose of this Fund shall be:
  - To encourage Apprentice Applicants to enter the Painting Trade;
  - To assist Apprentices during annual school training sessions and, in the phase of training and education;
  - For the upgrading of any Employee;
  - To develop safety programs designed for the Painting Industry.

#### 11. WAGES, HOW PAID

- 9 (A) Unless other mutually agreeable arrangements are made between the parties or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid on the job site during working hours and not more than one (1) week's pay shall be held back. Employees shall be paid every two (2) weeks.
- (B) The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at overtime, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

#### 12. TOOLS, WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 13 (A) A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- (B) Journeymen, apprentices and/or any Employee excluding helpers, engaged in the painting trade, shall be required to supply the following tools, equipment and such other tools and equipment as Employer and the Employee shall mutually agree are required for work on that project.
  1. Brush and Roller Mechanics; White Overalls; 1 – 5" to 6" Broad Knife; 1 – 3" Broad Knife; 1 Putty Knife; 1 Scraper; 1 Hammer; 1 Nail Set; 1 Phillips Screw Driver; 4 Robertson Screw Drivers (#1,2,3,4); 2 Flat Screw Drivers (large and small); 2 Pot Hooks; 1 Hard Hat (approved by Workers Compensation Board); 1 Hand Sander; 1 Pliers; 1 Paint Brush Spinner; 1 Suitable Foot Wear when needed (approved by Workers Compensation Board).
  2. Spray Mechanic (in addition to the Brush and Roller Mechanic): 1 – 10" and 8" Crescent Wrench; 1 Respirator (approved by Workers Compensation Board / Management and Union).

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3. Sandblasting Mechanics (in addition to the Brush and Roller and Spray Mechanics): 1 – 8" Pipe Wrench; Filter and Sandpaper will be supplied by the Employer.
- (C) If a newly employed person as described in 13 (b) is not in possession of the required tools and overalls, the same is to be supplied by the Employer and charged at cost to the Employee.
  1. A lock box is to be supplied by the Employer for the use of the Employees on the job site.
  2. The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (D) The Employee must accept responsibility for the tools and equipment by the Employer and will be required to sign an "Equipment Release Form" from his Employer and will be given time to put these tools and equipment in the designated place. He must report the breakage or loss of any of these tools immediately to his superior.
- (E) An Employee found misusing, breaking, or losing company tools or equipment due to negligence, may be held responsible for the cost of same.
  1. Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
  2. The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
  3. Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.

#### 13. STANDARD OF WORK AND LIMITATIONS

- 15 (A) There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task work or piece work.
- (B) It is agreed that the Union will not allow its member's to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- (C) Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, or holidays at less than the overtime rates prescribed herein.
- (D) Disciplinary action is to be taken by both Union and The Employer against any infraction of this Section.

#### 14. TECHNOLOGICAL CHANGE

- 24 (A) The provisions of this Article are intended to assist Employees affected by any technological change to adjust the effected of the technological change.
- (B) Section 72, 73 and 74 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.

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- (C) In the event of a technological change by a particular Employer that particular Employer shall at the written request of the Union assist his Employees affected by the Technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which Employees are effected and in what way. The Employer and the Union shall meet and, as soon as possible, prepare a joint written representation to the training committee (or Joint Labour/Management Committee) specifying what sort of retraining will be required to adjust to that technological change.

The Union and the Employers, acting through their respective organizations will then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from Canada Manpower, the Manitoba Department of Labour and the Manitoba Department of Education.

## APPENDIX NO. 9 – PIPEFITTERS (ICI\*)

### United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada

#### Local Union No. 254

#### PROJECT MANAGEMENT AGREEMENT

##### 1. HOURS OF WORK AND OVERTIME

- 4:1#### The maximum of eight (8) hours shall constitute a regular day's work beginning at 8:00 a.m. and ending at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All Employees shall be at their place of work at starting time and shall remain at their place of work until quitting time. In the case of an Employee being late for an unjust reason, overtime shall not begin until he has worked 8 hours provided overtime is being worked.

A minimum thirty (30) minute lunch period shall be allowed to all Employees unless a longer lunch period is mutually agreed to between the Employer and the Employee.

The maximum regular work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m.

- 4:2 All overtime performed on Industrial Work as described in Appendix "A" (attached) shall be paid at double (2x) the applicable rate subject to at the time the job/tender closes there are no non-union Mechanical Contractors bidding on the work in question and the Union has been duly informed via the applicable Appendix "C" Employer Notification Form and the Union has responded via the applicable Appendix "D" Union Confirmation Form. At a minimum, the Union will ensure that their Union Confirmation Form will be provided to the CLRAM Mechanical Trade Division Contractors no later than 12:00 p.m. (noon) the day prior to the job/tender closing.

If an Employee continues to work before an eight (8) hour break occurs, he will be paid at double-time (2x) rates until such time as an eight (8) hour break occurs.

##### 2. SHIFT PREMIUM

- 4:5.1 Where work is to be performed on a pre-planned basis the shifts will be designated and paid on the following basis:

(A) First Shift, Day Shift - eight (8) hours work for eight (8) hours pay.

(B) Second Shift, Afternoon Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus ten (10%) percent premium.

(C) Third Shift, Graveyard Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus ten (10%) percent premium.

- 4:5.2 Shifts must be of at least two (2) consecutive nights duration. If the shift is only one evening or night, applicable overtime premium will be paid.

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\* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the Construction Industry Wages Act.

#### The specific provisions incorporated in this Appendix from the CLRAM/United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 254 Collective Agreement are referenced by the numbering system assigned to that provision in the aforementioned Agreement.

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- 4:5.3 All second and third shifts performed between 8:00 a.m. Saturday and regular starting time on Monday, shall be paid at two (2) times the regular rate. In addition a premium of one (1) hour at the regular straight time rate shall be paid, for all these second and third shifts worked.

For clarification purposes:

- (a) Shift premium shall be paid on all second and third shifts worked on or through midnight on Friday night up to 8:00 a.m. the following morning.
  - (b) An Employee will receive the applicable overtime premium once 8 hours a day or 40 hours a week have been worked during the scheduled work week.
- 4:6 For non-industrial work only such overtime shall be paid at the rate of one and one-half ( $1\frac{1}{2}x$ ) times the applicable rate Monday to Saturday and double (2x) the applicable rate for all overtime hours worked on Sunday or Statutory Holidays as described within Article 5:1.

### 3. DEFINITIONS AND WAGE RATES

#### 17:1 Base Wage Rates

	<u>June 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Journeyman:	\$33.88	\$35.15	\$36.38
Apprentice:			
50% 1 <sup>st</sup> year	16.94	17.57	18.19
60% 2 <sup>nd</sup> year	20.33	21.08	21.83
70% 3 <sup>rd</sup> year	23.72	24.59	25.47
80% 4 <sup>th</sup> year	27.10	28.10	29.10
93.5% 5 <sup>th</sup> year	31.68	32.85	34.02

- 17:2 Apprentices shall take the prescribed courses of the Piping Industry Training Committee of Manitoba. If an apprentice fails to successfully complete each course, he shall not qualify for advancement and shall remain at the same rate of pay until he has successfully completed that course.
- 17:8 On industrial work the minimum rate of wages for General Foremen when responsible for sixty (60) or more Journeymen shall be twenty-five (25%) above the Journeyman's rate. General Foremen responsible for less than sixty (60) Journeymen shall receive fifteen (15%) percent above the Journeyman's rate. The minimum rate for Foremen shall be ten (10%) percent above the Journeyman's rate.
- 17:9 On commercial work the minimum rate of wages for Foremen shall be ten (10%) percent above the journeyman's rate.

### 4. VACATION AND VACATION PAY

- 5:3 Pay for Vacation with pay shall be six (6%) percent of the total base rate earnings.
- 5:5 Each Employee shall be entitled to three (3) weeks annual vacation.
- 17:4 Vacation Pay allowance will be paid to Employees weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this collective agreement) on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the Employee under

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the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the Employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the Employee as provided by the Manitoba Employment Standards Code whether or not the Employee takes a vacation during the calendar year.

#### 5. STATUTORY HOLIDAY PAY

- 5:1 All work performed on Saturday or Sunday and the following Statutory Holidays, shall be paid for at double the straight time rate. New Year's Day, Good Friday, Easter Monday, Day declared for celebration of the Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day proclaimed a holiday by the Federal, Municipal, or Provincial Government or the City of Winnipeg.
- 5:2 When any of the Holidays stated in 5:1 fall on a Saturday or Sunday, they will be observed on the following working day which is not a paid holiday (except Remembrance Day).
- 5:4 In lieu of paid Statutory and government proclaimed Holidays, the Employer shall pay four point five (4.5%) percent of the total base rate plus vacation pay earnings.

#### 6. LUNCH BREAK

- 4:1 A minimum thirty (30) minute lunch period shall be allowed to all Employees unless a longer lunch period is mutually agreed to between the Employer and the Employee.

#### 7. COFFEE BREAKS

- 4:4 Two (2) coffee breaks shall be provided to the Employee during the normal eight (8) hour working day provided the break does not exceed fifteen minutes each.

Employees must not leave their assigned work area, and if found taking longer than ten minutes for any coffee break, they will be warned by the job foreman.

#### 8. OVERTIME LUNCH AND COFFEE

- 4:3 If more than two (2) hours of overtime are worked, the Employer shall supply a hot meal at no cost to the Employee after the two hours have been worked, and the same provided every four (4) hours thereafter without any loss of time. If two (2) or more hours of overtime are to be worked, a coffee break of fifteen (15) minutes without loss of time shall be allowed to Employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. In the event the Employee elects not to take a hot meal the Employee shall be entitled to a fifteen (15) minute break and be paid \$20.00 in lieu of the hot meal and sufficient time to eat.

#### 9. TRUST FUNDS

##### 6:7 Health and Welfare

- 6:7.1 In addition to the hourly rate, the Employer and Employees shall contribute to the Local 254 Health and Welfare Fund for all hours earned by the Employees performing any of the work covered by this Agreement as follows:

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Effective June 1, 2010 - \$0.31 per hour Employer Contribution

Effective June 1, 2010 - \$1.27 per hour Employee Contribution

Effective May 1, 2011 - \$0.31 cents per hour Employer Contribution

Effective May 1, 2012 - \$0.31 cents per hour Employer Contribution

#### 6:8 Pension Fund

- 6:8.1 In addition to the hourly rate, the Employer and Employees shall contribute to the Local Union 254 Pension Fund for all hours earned by all Employees performing any of the work covered by this Agreement as follows:

Effective June 1, 2010            \$4.60 Employer Contribution

Effective May 1, 2011            \$4.60 Employer Contribution

Effective May 1, 2012            \$4.60 Employer Contribution

In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

#### 6:5 Training Fund

- 6:5.1 The Employee and the Employer shall contribute to the Training Fund for all hours earned as set out below.

- 6:5.2 June 1, 2010 – The Employer agrees to deduct and contribute for each Employee on the following basis:

Twelve cents (\$0.12) per hour – Employee Contribution

Twelve cents (\$0.12) per hour – Employer Contribution

#### 6:6 Industrial Promotion

The objective of Industrial Promotion is to support and promote the advancement of the plumbing, heating, pipefitting and mechanical industry.

The Employer agrees to contribute the sum of 44 cents per hour for all hours earned by all Employees performing any of the work covered by this Agreement.

#### 10. WAGES – HOW PAID

- 17:3 Wages shall be paid weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this collective agreement) by cash or cheque, or by direct deposit including all vacation and Statutory Holiday Pay on Thursday, except if a Statutory Holiday falls on Friday, payday will be on Wednesday.
- 17:5 Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.

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17:6 If an Employee is laid off or discharged, the Employer will deliver to the Local's office in Winnipeg by courier within three (3) working days of such layoff or discharge, all wages due to the Employee. If the Contractor does not deliver such payment within three (3) working days, a \$50.00 per day penalty will be assessed against the Contractor for each day that it is not delivered.

17:7 The Employer agrees to provide each pay period, a complete statement to each Employee showing separate totals for the following:

Straight time hours paid  
Overtime hours paid  
Holiday pay  
Union Deductions  
and all fund contributions and amounts deducted.

17:10 If the Employee has not worked long enough to receive any monies on the regular pay day he shall be entitled to a pay advance equal to seventy-five (75%) percent of the salary earned.

#### 11. TOOLS

16:1 The mechanic's tools are his livelihood and should be kept in good condition by the mechanic at all times.

16:2 The Employee must accept reasonable responsibility for the tools supplied by his Employer and must report the loss of same immediately to his superior.

16:3 An Employee found misusing company tools shall be held responsible.

16:4 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

16:5 Plumbers and apprentices will supply all necessary tools of their trade up to and including a 10 inch wrench. Steamfitters and pipefitters and their apprentices will supply a 25 foot tape, torpedo level and pliers.

#### 12. WELDERS

13:1 All Journeymen Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.

13:2 If the Employer requires any additional examining or testing, or if an existing Employee is requested by the Employer to retest for a special certificate, the Employee's time required for testing and cost of the examination or test will be borne by the Employer.

13:3 Should an Employee's certificate expire while he is in the employ of an Employer party to this Agreement, the cost of the required annual retest and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the Employee has worked for that Employer forty-five (45) days prior. If the Employee quits within forty-five (45) days he will be required to repay the total cost.

13:4 When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of testing time paid by the



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Employer will be deducted from monies due the Employee. The costs of all testing materials and equipment shall be borne by the Employer.

- 13:5 New hire welders who perform special tests, shall be paid a minimum of four (4) hours pay up to a maximum of eight (8) hours for each successful test.

### Appendix "A"

The above referenced parties agree that the following shall be considered as industrial type work:

- i) a power generating station or spillway,
- ii) an oil refinery,
- iii) a chemical plant,
- iv) a steel mill,
- v) a pulp mill, paper mill, or pulp and paper mill,
- vi) a brewery,
- vii) a distillery,
- viii) a compressor station,
- ix) a mining installation above the surface of the ground
- x) a mineral refinery,
- xi) a smelter, or
- xii) a petroleum processing plant, a gas processing plant, a petroleum and gas processing plant, or a petroleum pumping station.
- xiii) Water and Sewage Treatment Plants over 50,000 square feet (new construction & Emergency Services)
- xiv) Plant and Animal Processing Plants over 50,000 square feet (new construction & Emergency Services)
- xv) Manufacturing & Maintenance Plants over 50,000 square feet (new construction & Emergency Services)