LETTER OF AGREEMENT RE: SCOPE, JURISDICTION AND HIRING PREFERENCE

MANITOBA HYDRO (hereinafter called "Hydro") of the First Part,

and

LOCAL UNION 2034 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

and

LOCAL UNION 987 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter called the "Unions") of the Second Part.

WITNESSETH:

WHEREAS in the Province of Manitoba in the past contractors engaged in the construction of overhead transmission lines for Manitoba Hydro have worked under collective agreements with both the Unions.

AND WHEREAS Manitoba Hydro intends to construct overhead transmission lines of 115kV and over using a collective agreement negotiated between Manitoba Hydro and the Unions.

AND WHEREAS Hydro and the Unions want to ensure that the jurisdiction of the work being performed under the collective agreement by the Unions is clearly defined.

AND WHEREAS Hydro and the Unions desire to carry out any work defined in Article 3 "Scope" of this Agreement, which is attached hereto and marked as Schedule "A", in a harmonious and peaceful manner and to ensure peaceful adjustments of any and all grievances, disputes and differences that may arise between them.

NOW THEREFORE, in consideration of the foregoing, Hydro and the Unions agree as follows:

1. Hydro agrees that when it decides to contract out work for on-site construction and maintenance of overhead transmission lines as defined in Article 3 "Scope" of the collective agreement, which is attached hereto and marked as Schedule "A", it shall include in its tendering documents a provision requiring the contractors and their subcontractors, if any, to execute Schedule "A". Excluded from this requirement are contracts that are estimated to be less than $400,000 in total contract value ($400,000 - 1 -
to escalate coincident with annual salary increases based on wage rate escalation formula.) For such jobs, where contractors are non-union, Hydro will reimburse the Unions for the dues that would have been owing if the job fell under this agreement. Dues owing are to be calculated based on 1% of total contract value. Those dues will be remitted to the two Unions on a proportionate basis based upon the nature of the work.

2. The Unions agree to execute Schedule "A" with the contractors and subcontractors referred to in Clause 1 without amendment.

3. All work performed by contractors and their subcontractors engaged by Manitoba Hydro in the construction and maintenance of overhead transmission lines at or above 115kV which fall under this agreement, including clearing of right of way for the construction of overhead transmission lines, work relating to foundation, anchors, assembly, erection and stringing of overhead transmission lines and the operation and maintenance of all equipment related thereto shall be performed as follows:

   a. All work relating to the assembly, erection, stringing and maintenance of overhead transmission lines including the operation and maintenance of all equipment related thereto (except mobile cranes), shall be the performed by members of the IBEW Local 2034, except as excluded in Schedule “A”.

   b. All work relating to clearing of right of way for the construction and maintenance of overhead transmission lines, foundation and anchors of overhead transmission lines including the operation and maintenance of all equipment related thereto (including mobile crane), shall be performed by members of the IUOE Local 987, except as excluded in Schedule “A”.

4. Hydro and the Unions further agree as follows:

   i) Hiring preference and job referrals for qualified employees will be in accordance with Hydro’s policies and practices on hiring preferences and will be dependent to some degree on the location of the work. These preferences will be specified in each tendering document.

   ii) Hydro agrees to meet with the Unions from time to time to discuss matters that relate to hiring preferences and job referral systems.

   iii) Hydro agrees that the hiring preferences will be generally consistent with the Burntwood Nelson Agreement in that first preference will be given to local residents of aboriginal ancestry and then to local residents who are members of the Unions. Where the Unions supply a list of names of applicants to the Contractor as per the tendering documents, the Contractor will then name hire qualified applicants from this list.
5. The Unions agree to work harmoniously together and with the Contractor to resolve all disputes between the Unions and between the Unions and the Contractor, including those relating to jurisdictions.

6. This Letter of Agreement shall be effective from (date of signing) and shall remain in effect, unless sooner terminated or amended by mutual agreement of all of the parties, until December 31, 2017, or longer in the event that a contract for work under this Letter of Agreement was awarded prior to December 31, 2017, and is continuing beyond that date. If this Agreement is not terminated by any of the parties by December 31, 2017, this Agreement shall be automatically renewed on a year to year basis unless written notice to terminate or modify is filed by any party at least sixty (60) days prior to the annual expiry date.

In acceptance of the foregoing, the parties hereto affix their seals and signatures this [day of] [June], 2009.

SIGNED AND SEALED by the authorized Officers of MANITOBA HYDRO herein referred to as the "Hydro", Party of the First Part.

SIGNED AND SEALED by the authorized Officers of Local Union 2034 of the International Brotherhood of Electrical Workers herein referred to as the "Union", Party of the Second part.

SIGNED AND SEALED by the authorized Officers of Local 987 of the International Union of Operating Engineers herein referred to as the "Union", Party of the Second part.
SCHEDULE "A"

MANITOBA HYDRO CONTRACTED TRANSMISSION LINE COLLECTIVE AGREEMENT

BETWEEN: Insert Contractors’ Name or Joint Venture Group (hereinafter called the "Contractor")

of the First Part.

And

LOCAL UNION 2034 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

And

LOCAL UNION 987 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS

(hereinafter called the "Unions")

of the Second Part.

WHEREAS Manitoba Hydro has contracted out the work for Name of the Transmission Line Project and the Tender Document Number in the Province of Manitoba (hereinafter called the "Project");

AND WHEREAS the Contractor is the successful bidder on the Project, said Contractor shall perform all work on the Project under the terms and conditions of this Collective Agreement (hereinafter called the “Agreement”).

In acceptance of the foregoing, the parties hereto affix their signatures as follows;

Contractor

______________________________

IBEW Local 2034

______________________________

IUOE 987

______________________________

Signed at Winnipeg Manitoba this______ of______, 2014
ARTICLE 1  OBJECT

1.1 The object of this Agreement is to establish mutually satisfactory relations between the Contractor, the Unions, and the employees, to establish and maintain satisfactory and safe working conditions for all employees who are subject to the provisions of this Agreement, and to provide a process for the prompt and equitable disposition of grievances without stoppage of work.

ARTICLE 2  TERM AND RENEWAL

2.1 This Agreement shall be effective from (date of signing) and shall remain in effect for the duration of the Project.

2.2 The Wage Schedule in Article 18 and the benefits listed in Article 12 shall be increased by the same percentage as any increases that are applied to wages and benefits in the Burntwood/Nelson Agreement, Letter of Agreement No. 7, or as otherwise agreed to by mutual agreement of all parties.

ARTICLE 3  SCOPE

3.1 The bargaining unit shall be comprised of all employees employed by the Contractor, and their sub-contractors, in the Province of Manitoba, engaged in the construction and maintenance of overhead transmission lines at or above 115 kV, including work relating to foundations, anchors, operating and maintenance of equipment on construction sites, and assembly, erection and stringing of overhead transmission lines. Bargaining unit work shall be performed as follows:

a. All work relating to the assembly, erection, stringing and maintenance of overhead transmission lines including the operation and maintenance of all equipment related thereto (except mobile cranes), shall be the performed by members of the IBEW Local 2034.

b. All work relating to clearing of right of way for the construction and maintenance of overhead transmission lines, foundation and anchors of overhead transmission lines including the operation and maintenance of all equipment related thereto (including mobile crane), shall be performed by members of the IUOE Local 987.
3.2 Excluded from this Agreement are:

a. delivery and unloading of material and equipment to be used in conjunction with the work to be performed (one drop per load);

b. specialized equipment with an operator and specialized personnel, which is subcontracted by the Contractor, such as overburden grouted anchor systems and helicopters; however, the Contractor shall advise the Unions in advance of the occurrence;

c. Manitoba Hydro employees working under another collective agreement;

d. employees responsible for the setup, repair, maintenance, and daily operations of camp facilities and equipment, who are not employed by the Contractor;

e. work covered under the scope of the Burntwood/Nelson Agreement;

f. work covered by a tendered contract entered into prior to the date of signing of this Agreement;

g. employees exempt from The Labour Relations Act (Manitoba), R.S.M. 1987 c.L10;

h. work such as the repair and maintenance of overhead transmission lines and right of ways that is handled at Manitoba Hydro, or contracted out at Manitoba Hydro, by departments other than the Transmission Line and Civil Construction Department;

i. emergency restoration work; and

j. work agreed to by the parties.

3.3 The Contractor recognizes the Unions as the sole bargaining agent for those employees of the Contractor to whom this agreement applies.

ARTICLE 4 MANAGEMENT'S RIGHTS

4.1 Subject to the terms and conditions of this Agreement, the Contractor has the undisputed right to control, operate, supervise and manage its business and operations in all respects.

4.2 Without restricting the generality of the foregoing, it is agreed that it is the sole and exclusive function and right of the Contractor:
4.2.1 To determine the methods, procedures, materials, apparatus, and equipment to be utilized in the undertaking of the work and to control and regulate the use of all such materials, apparatus and equipment;

4.2.2 To schedule and assign the work, to direct the workforces and to determine the number of personnel required, when overtime will be worked, and by whom the overtime will be worked;

4.2.3 To determine the employee’s ability, skill, competence and other qualifications required for the Project;

4.2.4 To determine employee’s pay consistent with the terms of Article 18;

4.2.5 To hire, promote, demote, transfer, suspend, layoff, discipline, or discharge for just cause;

4.2.6 To make, enforce and revise from time to time reasonable rules and regulations to be observed by employees;

4.2.7 To select and appoint Foremen and Leadhands and to make determinations as to the number of Foremen and Leadhands to be employed.

4.2.8 To temporarily appoint employees to work across union jurisdictional lines. These employees will continue to be represented by their current bargaining agent, and all benefits will continue as if the employee had not changed union jurisdictions temporarily.

4.2.8.1 If an employee works more than 50% of his/her day outside of his/her union jurisdiction, the dues for that day shall be paid to the bargaining agent where he/she spends the majority of his/her day.

4.2.9 To temporarily assign qualified employees to duties not specifically identified in their job definition, in order to ensure the Project is completed in a timely and efficient manner.

4.2.10 To require employees to provide clear Personnel Risk Assessments as a condition of hire.

4.3 The foregoing enumeration of management’s rights shall not be deemed to exclude other functions not specifically set forth in this Article. The Contractor, therefore, retains all of its inherent rights, powers, and authority to manage its business and operations except to the extent abridged by a specific provision of this Agreement.
ARTICLE 5  GRIEVANCE PROCEDURE

5.1 An employee (or group of employees), either of the Unions or the Contractor shall have the right to initiate a grievance alleging a violation of this Agreement. The Grievance Procedure to be followed is set out in the following steps:

STEP 1: It is the mutual desire of the parties hereto that complaints of the employees shall be settled as quickly as possible and it is understood that an employee has no grievance until the employee and/or the Shop Steward has given the foreman outside of the bargaining unit or the direct supervisor outside of the bargaining unit an opportunity to settle the complaint. No grievance or complaint shall be considered, or go through the Grievance Procedure or Arbitration Process, where the circumstances relating to it occurred more than five (5) working days prior to the first notification to the foreman or direct supervisor.

STEP 2: Should the complaint of the employee not be satisfactorily settled, it shall be reduced to writing within five (5) working days after receiving the answer of the foreman outside of the bargaining unit or the direct supervisor outside of the bargaining unit, and submitted to the Contractor. The grievance shall include all relevant grievance particulars, all Articles and Sub-articles of the Agreement that were allegedly violated, and all remedies sought on behalf of the employee, and shall be signed and dated by the employee or his/her Union Representative.

STEP 3: The representatives of all of the parties to this Agreement shall discuss and endeavour to settle the matter within five (5) working days from the time the written complaint is received, including both of the Unions. Any settlement agreed upon by the parties shall be binding upon the Contractor, both of the Unions, and the employee or employees concerned.

STEP 4: If a grievance is not settled by the parties, then any party to this Agreement can submit the grievance to Arbitration. This request must be made within ten (10) working days after the Step 3 meeting between the representatives of the Unions and the Contractor.

5.2 Either the Contractor, or the Unions individually or jointly, may file a policy grievance concerning the application, interpretation, operation or alleged violation of the Collective Agreement on a matter arising directly between the Contractor and the Unions. Such grievance shall commence at Step 2 of the grievance procedure and shall again include participation by both the Contractor and the two Unions.

5.3 The time limits stated above may be extended by mutual agreement of all of the parties hereto provided the agreement is in writing.
ARTICLE 6  ARBITRATION PROCESS

6.1 Should there be an alleged violation of this Agreement or a difference between the parties as to the meaning or application of the Agreement, either party after exhausting the Grievance Procedure may notify the other parties in writing of its desire to submit the alleged violation or difference to Arbitration.

6.2 The Arbitration shall be heard by a single arbitrator, selected on a rotating basis from the panel of arbitrators set out in Appendix A.

The list of arbitrators may be amended from time to time, upon mutual written agreement between the parties, should the Arbitrators specified in this subsection be unavailable to act. If agreement can not be reached on an amended list of Arbitrators, the Minister of Labour of the Province of Manitoba shall be asked to appoint an arbitrator.

6.3 The arbitrators shall be used on a rotating basis with respect to each successive grievance which is referred to arbitration. Should any arbitrator be unable to hear a grievance within thirty (30) calendar days after the grievance has been referred, then the parties shall pass over said arbitrator to the next arbitrator in line.

6.4 The cost of the Arbitrator will be borne fifty percent (50%) by the Contractor and fifty percent 50% by the Unions.

6.5 The procedure before the Arbitrator shall be in accordance with The Labour Relations Act (Manitoba), R.S.M. 1987 c. L10 and the decision of the Arbitrator shall be final and binding on all of the parties, including both Unions, and on every person bound by the Agreement.

6.6 The Arbitrator shall not have jurisdiction to set provisions of a new agreement, nor to make any decision inconsistent with the provisions of this Agreement, nor by its decision to change wholly or in part any provision of this Agreement.

ARTICLE 7  STRIKES AND LOCKOUTS

7.1 The Unions and the employees agree that there shall be no strike, slowdown or cessation of work, either full or partial, or any other collective action which will stop or interfere with the work in progress or the Project, during the term of this Agreement or while negotiations for a renewal or revisions are in progress.

7.2 The Contractor agrees that there shall be no lockout of employees during the term of this Agreement.
ARTICLE 8  HOURS OF WORK

8.1 The Contractor shall establish the hours of work, and the timing of any lunch break and coffee breaks.

8.2 The standard hours of work at straight time shall consist of a maximum of nine (9) hours per day and forty five (45) hours per week, Monday to Saturday between the hours of 7:00 a.m. and 7:00 p.m.

8.3 A one-half (1/2) hour unpaid lunch break and two ten (10) minute coffee breaks to be taken at the work site will be allowed per shift. The Contractor will normally provide the lunch break at mid-day and coffee breaks at mid-morning and mid-afternoon, subject to operational conditions.

8.4 A coffee break will be provided after two (2) hours of overtime.

8.5 When an employee is directed by the Contractor to perform work beyond the standard hours of work, Monday to Saturday, the rate shall be one and one-half times (1.5x) the standard hourly rate.

8.6 When an employee is directed by the Contractor to perform work on Sundays and recognized holidays, the rate shall be two times (2x) the standard hourly rate.

8.7 When a Contractor schedules work more than eight (8) hours beyond the mid-shift lunch break, the Contractor shall provide a lunch at the conclusion of the standard hours of work and an additional meal at the conclusion of the shift for all employees.

Shift Work

8.8 If conditions are such that work on that particular job cannot be done within the standard hours (7:00 a.m. to 7:00 p.m.) the Contractor may change the start and stop times for the single shift, referred to in 8.2, or create an additional shift or shifts of nine (9) hours that constitute a regular shift on that job. Shift work shall be defined as scheduled work assignments lasting more than 2 days, and in which the working hours of the shift are, in whole or in part, outside of the period from 7:00 a.m. to 7:00 p.m., Monday to Saturday inclusive.

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

8.10 An employee, working shift work as described in article 8.8, shall receive a premium of 10% of his standard hourly rate for all hours worked at straight time, outside of the standard working hours of 7:00 a.m. to 7:00 p.m. This premium shall not apply on overtime hours.
8.11 Overtime payment for shift work shall be in accordance with the provisions as set out above.

ARTICLE 9 HIRING PROCEDURE, UNION SECURITY AND CHECK-OFF

9.1 The Contractor will utilize the Hiring Procedures and will follow the Hiring Preferences outlined in Manitoba Hydro’s tendering documents in hiring employees, subject to the following:

9.1.1 The Contractor may appoint or transfer certain persons in the employ of that Contractor to the Project. This provision shall only apply for the purpose of securing:

a. Foreman/Leadhand personnel covered by this Agreement;

b. Personnel with skills of a specialized nature, as determined by the Contractor;

c. Personnel with skills necessary for the effective operation of a Contractor’s on the job training program, as determined by the Contractor;

9.1.2 The Contractor will name hire qualified applicants provided by the Unions. The list of qualified applicants will be provided within 24 hours of being requested.

9.1.3 The Contractor also has the right to reject any candidate who has been referred to it by the Unions in accordance with Manitoba Hydro’s tendering documents if:

a. the candidate is not qualified; or

b. the candidate was previously employed by the Contractor and resigned within 30 calendar days of being hired or re-hired or was discharged; or

c. the candidate was previously employed by the Contractor and received a written warning or suspension for inappropriate workplace related conduct or activities; or

d. any other reasonable grounds.

9.2 The Contractor shall advise persons who are not members of the Unions at the time of being hired that they shall be required, as a condition of employment, to secure membership in the appropriate Union and maintain such membership in
good standing. Such employees must acquire membership in the said Union within thirty (30) days of being hired and must sign the Union membership application form.

9.2.1 At the completion of the Project, the employees will no longer be required to be members of the Unions.

9.3 The Contractor shall advise the Unions of the names and addresses of employees who are hired and who are their members.

9.4 Monetary dues are effective from the employee’s first day of work on the Project. The Contractor shall deduct dues once per month from the employee's gross wages and remit these dues so deducted to the Unions. The dues required as of the date of signing of this Agreement are outlined in Appendix “B”. The Unions shall advise the Contractor, in writing, of any changes to the dues structure.

9.5 Shop Steward(s) may be appointed by the Unions. The use of a non-working Shop Steward will not be allowed. The Unions shall notify the Contractor by letter, of the name of the Shop Steward(s), or of any replacement of same.

9.6 The Contractor must notify the Unions in writing when a Shop Steward is laid off, suspended or discharged.

9.7 The Contractor shall recognize that the Shop Steward(s) are acting for the workers as a whole and shall not discriminate against them for expressing the wishes of the workers. The Shop Steward shall be called upon by the Contractor to assist in a settlement of grievances.

9.8 The Shop Steward shall obtain permission of the foreman before leaving work to perform duties as a Shop Steward. Such permission shall not be unreasonably sought or withheld.

9.9 The Union agrees that the activities of its Shop Steward(s) will be strictly limited, during working hours while on the Contractor’s premises, to representing their members on matters related to this Agreement.

9.10 The Business Manager or other duly authorized representative of the Unions shall be allowed access to the job to conduct Union business providing:

a. this is done without interfering with the progress of the work or the Project; and

b. that permission has been obtained from the Contractor or from the Contractor's representative on the Project and from the party in charge of the site, if different.

9.11 The Contractor agrees to provide suitable space for posting of the Unions’ notices.
9.12 Where the Contractor is operating a camp to house workers, room and board shall be provided to the Business Manager or his duly authorized representative for visits pursuant to Article 9.10 if it is requested and if a room is available in the camp.

ARTICLE 10 WAGE PAYMENT

10.1 Wages shall be paid weekly or biweekly by cash, by cheque or by electronic deposit, unless other arrangements are made. A dated statement of earnings and deductions shall accompany all cheques and cash.

10.2 The Contractor agrees to provide each pay period a complete dated statement for each employee showing separate totals for the following:

- rate of pay
- vacation pay - straight time hours paid
- overtime hours paid
- Union dues
- statutory holiday pay
- statutory deductions - other (benefits)

10.3 The statement of earnings will show all deductions made by the Contractor.

10.4 Employees shall be paid in accordance with the wage rates set out in Article 18.

ARTICLE 11 VACATION PAY AND PAY IN LIEU OF GENERAL HOLIDAYS

11.1 Each employee shall receive an amount equal to 10.5% of his standard hourly rate for each hour worked at straight time, of which 4.5% all be in lieu of pay for general holidays and 6% is in lieu of vacation.

11.2 The following shall be observed as general 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

Also, any other day which is proclaimed by the Federal or Provincial Governments as a general holiday shall be observed.

11.3 If a general holiday, excluding Remembrance Day, falls on a normal day of rest, the closest following work day will be observed.
11.4 Except in the case of an emergency, all employees will be notified twenty-four (24) hours prior to the general holiday if they are required to work on that day.

11.5 When an employee is required to work on a general holiday (or on the day being observed pursuant to Article 11.3), the employee shall only receive pay at the rate of two times (2x) the standard hourly rate as some remuneration has already been paid for that day pursuant to Article 11.1.

**ARTICLE 12  BENEFITS**

12.1 In lieu of benefits, the Contractor will accumulate to the credit of each employee per hour for all standard hours worked. The Contractor will pay the accumulated amount to the benefits plan administrator designated by the union for the employees' participation in the union sponsored plan.

<table>
<thead>
<tr>
<th>Effective Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective May 1, 2016 – April 30, 2017</td>
<td>$1.21</td>
</tr>
<tr>
<td>Effective May 1, 2017 – April 30, 2018</td>
<td>$1.26</td>
</tr>
<tr>
<td>Effective May 1, 2018 – April 30, 2019</td>
<td>$1.30</td>
</tr>
<tr>
<td>Effective May 1, 2019 – April 30, 2020</td>
<td>$1.34</td>
</tr>
</tbody>
</table>

*(Based on escalation provisions in BNA LOA #29 and Appendix 13A)*

12.2 Where the expected duration of the contract is such that employees may not become eligible for participation in the union sponsored plan, or under other such circumstances where participation in the plan may not be appropriate as agreed between the contractor and the union(s), the accumulated amount will be paid to each employee on his regular payday.

**ARTICLE 13  TOOLS AND CLOTHING**

**TOOLS**

13.1 Employees shall supply their own basic hand tools as required by the Contractor.

13.2 The Contractor will supply all heavy power tools (hereinafter the “Contractor’s tools”) and employees shall be responsible for the proper care and use of the Contractor’s tools and shall return such tools when work is completed.

13.3 All tools must be kept in good condition at all times.

13.4 Employees must accept responsibility for the Contractor’s tools and will be given sufficient time at the end of each work day to put them in the designated place. An employee must report the breakage or loss of the Contractor’s tools immediately to a supervisor.

13.4 An employee found misusing the Contractor’s tools will be held responsible for the full replacement cost if they were broken as a result of the employee's
misuse. The employee may also be subject to disciplinary action by the Contractor.

13.5 Responsibility for normal wear and tear of the Contractor’s tools is accepted by the Contractor on their return.

13.6 The Contractor will be responsible to compensate employees if the tools supplied by the employee are destroyed by fire or lost by breaking and entering from a storage place provided by the Contractor, when proof of loss is substantiated.

PROTECTIVE CLOTHING

13.7 When requested to work in inclement weather a worker shall be provided with rain gear consisting of one pair of rain pants and one jacket, safety toed rubber boots, and rubber gloves.

13.8 The Contractor will supply suitable safety protective clothing and equipment, such as fire retardant clothing, where conditions warrant.

13.9 The employee will be responsible to turn in any rainwear or protective clothing to the Contractor at the end of the job or on termination of employment. If the rainwear or protective clothing has been damaged by the employee’s misuse, the employee may be responsible for the full replacement cost. However, the Contractor will accept normal wear and tear on the return of rainwear or protective clothing.

13.10 The Contractor will supply leather gloves to those employees who handle cable, slings, ropes, conductors or other wires. The used gloves must be returned to the Contractor prior to new gloves being issued.

ARTICLE 14 TRANSPORTATION

14.1 Hire or Rehire:

On initial hire or rehire, the Contractor will provide suitable transportation or reimburse the employee for actual transportation costs from the point of public transportation nearest the employee’s residence to the location where the employees will be residing in the Contractor’s accommodation, which may change during the duration of the Project. The type of public transportation to be utilized by the employee in the event Contractor transportation is not available shall be decided by the Contractor. Traveling time shall apply at straight time rates. The amount of travel time to be paid shall be the lesser of 8 hours or the actual travel time from the point of public transportation to the location where the employee will be residing in the Contractor’s accommodation. Contractor may request proof of transportation and/or a record of mileage to be provided to the Contractor by the employee.
14.2 Lay-off or Job Completion:

Upon lay-off or completion of the employee’s job on the Project, the Contractor will determine the means of transportation and provide actual transportation costs from the location where the employee is residing in Contractor's accommodation to the point of public transportation nearest the employee’s residence. Travelling time shall apply at straight time rates. The amount of travel time to be paid shall be the lesser of 8 hours or the actual travel time from the location where the employee is residing in the Contractor’s accommodation to the point of public transportation nearest the employee’s residence.

14.3 Resignation or Dismissal:

On resignation by the employee or dismissal by the Contractor for just cause, the Contractor shall provide transportation to a point of public transportation nearest the work site. Travelling time shall not apply.

14.4 Approved Leave Without Pay for Projects Greater than 90 Days:

On commencement of an approved Leave Without Pay for Projects which last more than ninety (90) days and are north of the 53rd Parallel or north of Wanipigow River on the east side of Lake Winnipeg, the Contractor shall provide transportation to and from where the employee will be residing in the Contractor's accommodation to the point of public transportation nearest the employee's residence. Upon a written request to the foreman, an employee may be granted up to five (5) days leave without pay for this purpose, every forty (40) days. The Travelling time shall apply at straight time rates. The amount of travel time to be paid shall be the lesser of 8 hours or the actual travel time from where the employee will be residing in the Contractor's accommodation to the point of public transportation nearest the employee’s residence. If so requested by the employee, transportation can alternatively be provided to another location, so long as the distance is equal to or lesser than to the employee’s residence and no additional cost is incurred by the Contractor.

14.5 Use Of Personal Vehicle in lieu of the provisions in Articles 14.1, 14.2 and 14.4:

Employees who have pre-approval from the Contractor may use their own vehicle instead of Contractor provided transportation. If pre-approved, the employee would be reimbursed $0.38/km (See calculation of new rate below) on the most direct route from the employee’s residence to the location where the employee will be residing in the Contractor's accommodation. If more than one employee travels together, only the vehicle operator will be reimbursed for transportation costs.

Effective February 1 of each year, the vehicle rate referred to above shall be adjusted in accordance with the following formula:
Regular Bus Fare, Wpg. to Thompson, Jan. 1, Current Year \textit{divided by} $105.45$ (September 26, 2008 Greyhound rate) = Escalation factor

Escalation factor (calculated above) \textit{multiplied by} $0.32$

= New rate (rounded to nearest one cent)

\textbf{Calculation}

Regular Bus Fare, Wpg. to Thompson, Feb. 1, 2017 = $126.00 \textit{divided by} $105.45$ (September 26, 2008 Greyhound rate) = $1.194$ (Escalation factor)

$1.194 \times 0.32 = 0.38$ (New Rate effective February 1, 2017)

\section*{ARTICLE 15 \hspace{1cm} ROOM AND BOARD/CAMP}

15.1 The Contractor shall either:

\begin{itemize}
  \item[a.] provide a camp that meets Provincial health standards along with suitable meals; or
  \item[b.] arrange for shared accommodations at a hotel, motel or similar facility, in which case meals will not be provided.
\end{itemize}

Under b, the Contractor shall reimburse the employee forty-five dollars and sixty seven cents ($45.67)** per diem for meals on all days the employee is available and attends work, and for up to 2 consecutive days in cases when the employee has a bona fide illness. (**Based on the 2016 Average All Item CPI, this rate has been further escalated 1.3\% for the period February 1, 2017 to January 31, 2018)

15.2 For employees residing within an 80 km radius of the base operations of the Project who have road access to this location and who elect to provide their own accommodations, the Contractor shall reimburse the employee \textit{sixteen dollars and seventy two cents} ($16.72)** per day on all days the employee is available and attends work, instead of providing for them under Article 15.1. (**Based on the 2016 Average All Item CPI, this rate has been further escalated 1.3\% for the period February 1, 2017 to January 31, 2018)

Effective February 1 of each year the meal and commuting rates referred to above will be escalated based on the average increase to the Consumer Price Index - Manitoba All-items for the 12 month period ending December 31 of the previous year.
ARTICLE 16 TERMINATION OF EMPLOYMENT

16.1 An employee who resigns shall give the Contractor one (1) hour's notice and the employee shall receive pay within five (5) working days of the notice of termination for all time worked up to and including the hour of notice. An employee who quits on a payday is entitled to receive pay for all hours worked up to the time of quitting; however, in that day, the employee will only receive pay up to the payroll cut off period designated by the Contractor with the balance of pay to be given or mailed within five (5) working days of the notice of termination.

16.2 When an employee is laid-off, the Contractor shall give the employee one (1) hour's notice and shall allow sufficient time to clean and pack tools. The Contractor will try to provide a separation certificate at the end of the regular work day. The Contractor will send the employee their final pay cheque by mail within five (5) working days of the notice. If the separation certificate is not provided on the job, it shall be sent by registered mail with the final pay cheque.

16.3 When an employee is dismissed for cause, the Contractor will mail to the employee all outstanding pay, records and the separation certificate within five (5) working days by registered mail.

16.4 The Contractor will also provide a termination slip, if requested by the Unions, which shall state the reason for the employee's termination and whether the employee is eligible for rehire.

ARTICLE 17 OPERATION OF CONTRACTOR'S VEHICLE AND EQUIPMENT

17.1 As a prerequisite for employment, vehicle and equipment operators will be fully qualified for their positions prior to commencing work on the Project and will report for work with their qualifications in their possession, including all necessary provincial licenses, certifications, and medical clearances.

17.2 Should the Contractor request an employee whose job description at time of hire did not include vehicle or equipment operation, then the Contractor will pay for any medical examinations/clearances and/or license/certification fees that are necessary to operate such equipment.
## I.U.O.E. Classifications

<table>
<thead>
<tr>
<th>Position</th>
<th>May 1, 2016 – April 30, 2017</th>
<th>May 1, 2017 – April 30, 2018</th>
<th>May 1, 2018 – April 30, 2019</th>
<th>May 1, 2019 – April 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>$36.66</td>
<td>$37.81</td>
<td>$39.01</td>
<td>$40.23</td>
</tr>
<tr>
<td>Crane Operator 0 to 50 tons</td>
<td>$35.17</td>
<td>$36.28</td>
<td>$37.43</td>
<td>$38.60</td>
</tr>
<tr>
<td>Crane Operator 51 tons to 99 tons</td>
<td>$37.09</td>
<td>$38.26</td>
<td>$39.47</td>
<td>$40.71</td>
</tr>
<tr>
<td>Boom Truck Hoist Operator (under 13,600 kg)</td>
<td>$26.28</td>
<td>$27.11</td>
<td>$27.96</td>
<td>$28.85</td>
</tr>
<tr>
<td>Boom Truck Hoist Operator (over 13,600 kg)</td>
<td>$31.43</td>
<td>$32.42</td>
<td>$33.44</td>
<td>$34.49</td>
</tr>
<tr>
<td>Heavy Equipment Operator</td>
<td>$26.87</td>
<td>$27.72</td>
<td>$28.59</td>
<td>$29.49</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>$24.45</td>
<td>$25.22</td>
<td>$26.01</td>
<td>$26.83</td>
</tr>
<tr>
<td>H.D. Mechanic (certified)</td>
<td>$34.20</td>
<td>$35.28</td>
<td>$36.39</td>
<td>$37.54</td>
</tr>
<tr>
<td>Mechanic/Service 2</td>
<td>$24.45</td>
<td>$25.22</td>
<td>$26.01</td>
<td>$26.83</td>
</tr>
<tr>
<td>Welder</td>
<td>$34.20</td>
<td>$35.28</td>
<td>$36.39</td>
<td>$37.54</td>
</tr>
<tr>
<td>Lead Hand Premium 1</td>
<td>hourly rate +5%</td>
<td>hourly rate +5%</td>
<td>hourly rate +5%</td>
<td>hourly rate +5%</td>
</tr>
</tbody>
</table>

## I.B.E.W. Classifications

<table>
<thead>
<tr>
<th>Position</th>
<th>May 1, 2016 – April 30, 2017</th>
<th>May 1, 2017 – April 30, 2018</th>
<th>May 1, 2018 – April 30, 2019</th>
<th>May 1, 2019 – April 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>$36.66</td>
<td>$37.81</td>
<td>$39.01</td>
<td>$40.23</td>
</tr>
<tr>
<td>Lead Journeyman Lineman</td>
<td>$34.83</td>
<td>$35.93</td>
<td>$37.06</td>
<td>$38.23</td>
</tr>
<tr>
<td>Journeyman Lineman (Construction)</td>
<td>$32.99</td>
<td>$34.03</td>
<td>$35.10</td>
<td>$36.20</td>
</tr>
<tr>
<td>Journeyman Lineman (Live Line)</td>
<td>$34.83</td>
<td>$35.93</td>
<td>$37.06</td>
<td>$38.23</td>
</tr>
<tr>
<td>Apprentice Lineman or Trainee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>$26.18</td>
<td>$27.00</td>
<td>$27.85</td>
<td>$28.73</td>
</tr>
<tr>
<td>2nd year</td>
<td>$21.27</td>
<td>$21.94</td>
<td>$22.63</td>
<td>$23.34</td>
</tr>
<tr>
<td>1st year</td>
<td>$16.36</td>
<td>$16.87</td>
<td>$17.41</td>
<td>$17.95</td>
</tr>
<tr>
<td>Heavy Equipment Operator</td>
<td>$26.87</td>
<td>$27.72</td>
<td>$28.59</td>
<td>$29.49</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>$24.45</td>
<td>$25.22</td>
<td>$26.01</td>
<td>$26.83</td>
</tr>
<tr>
<td>Operator Driver (Boom Truck)</td>
<td>$26.28</td>
<td>$27.11</td>
<td>$27.96</td>
<td>$28.85</td>
</tr>
<tr>
<td>Line Trades Helper</td>
<td>$22.90</td>
<td>$23.62</td>
<td>$24.36</td>
<td>$25.13</td>
</tr>
<tr>
<td>UtilityWorker</td>
<td>$19.76</td>
<td>$20.39</td>
<td>$21.03</td>
<td>$21.69</td>
</tr>
<tr>
<td>H.D. Mechanic (certified)</td>
<td>$34.20</td>
<td>$35.28</td>
<td>$36.39</td>
<td>$37.54</td>
</tr>
<tr>
<td>Mechanic/Service 2</td>
<td>$24.45</td>
<td>$25.22</td>
<td>$26.01</td>
<td>$26.83</td>
</tr>
<tr>
<td>Welder</td>
<td>$28.88</td>
<td>$29.79</td>
<td>$30.73</td>
<td>$31.70</td>
</tr>
<tr>
<td>Lead Hand Premium 1</td>
<td>hourly rate +5%</td>
<td>hourly rate +5%</td>
<td>hourly rate +5%</td>
<td>hourly rate +5%</td>
</tr>
</tbody>
</table>

---

1 Lead Hand Premium - employees in IBEW or IUOE classification as listed above will receive a lead hand premium of 5% of basic wages for all hours worked when assigned leadership responsibilities by the Contractor beyond the normal requirement for their classification for a period of 4 hours or more. This salary application does not apply to employees in the Foreman classifications or the Lead Journeyman Lineman classification.
ARTICLE 19  JOB DEFINITIONS

The definitions within this article include the primary duties for each classification. It is understood that the Contractor may require the employees to perform other duties as assigned and these definitions in no way restrict the Contractor from doing so.

**Foreman:** Assigned by the Contractor, a worker that is responsible for overseeing the overall efficiency, effectiveness and safety on the project or a major component of the project. A Foreman may perform any work they are qualified for and are the senior field representative of the Contractor.

**Lead Journeyman Lineman:** A Journeyman Lineman who is assigned additional lead hand duties and responsibilities.

**Journeyman Lineman (Construction):** A worker who has worked for at least four years at line work and is capable of undertaking any work required to construct, repair and maintain transmission or distribution lines on poles, towers and structures.

**Journeyman Lineman (Live Line):** A worker who is licensed or who qualifies as a journeyman lineman (Construction) as defined above and in addition has the transmission line training and experience to work on energized circuits as determined by the parties to this agreement.

**Heavy Duty Mechanic:** A journeyman heavy duty mechanic who holds a certification of qualification recognized under the Manitoba Apprenticeship and Trades Qualifications Act, or a person deemed qualified by the Contractor.

**Welder:** A journeyperson welder who holds a certification of qualification recognized under the Manitoba Apprenticeship and Trades Qualifications Act, or the Canadian Welding Bureau, or a person deemed qualified by the Contractor.

**Mechanic/Service:** A worker who may assist the Heavy Duty Mechanics, and who is capable of performing maintenance work on equipment utilized on the construction, of transmission or distribution lines.
**Line Trades Helper:** A worker who is experienced in assisting the lineman by performing all aspects of transmission line work which can be done from the ground including but not limited to requisitioning, handling and transporting of materials, the setting and removing of poles and anchors, the stringing of cables, etc.

**Utility Worker:** A worker without specific lineman or groundman skills who may assist line crews in their duties and who may perform all of the other unskilled work as well as operate light duty vehicles.

**Apprentice Lineman or Trainee:** A worker who is in training to become a journeyman lineman, who shall be under the strict supervision of a journeyman lineman.

**Crane Operator:** A journeyman crane operator who holds a valid Red Seal Certification for mobile crane operator.

**Boom Truck Hoist Operator:** A journeyman who operates boom truck and holds a certification in Branch 2A, 2B or 2C issued under the Apprenticeship and Trades Qualifications Act of Manitoba.

**Heavy Equipment Operator:** Operators who are fully qualified to operate equipment over 50 hp such as backhoe, loader, dozer, grader, articulating end dump, scrapers, and drill rigs.

**Equipment Operators:** Operators who operate a variety of equipment used in transmission line construction that has a hp rating of 50 hp and less.

**Lead Hand:** A working lead hand that has leadership responsibilities beyond the scope of their regular classification as assigned by the Contractor, and who may also perform duties normally done by employees covered by this agreement.

**Shop Steward:** An active employee of the Contractor, who falls in to one of the above classifications, appointed by the union to act on behalf of the workers as a whole.
APPENDIX “A”

ARBITRATORS

The following agreed upon arbitrators will be selected on a rotating basis, as set out in Article 6, Arbitration Process:

1. Michael Werier
2. Blair Graham
3. Bill Hamilton
APPENDIX “B”

UNION DUES

**IBEW Dues:**

Effective January 1, 2017, the dues owing to I.B.E.W. are 2% of gross earnings per employee per month. In addition, a per capita rate of $36.00 per employee per month is also payable to the respective union. *Increases to the per capita rate will take effect January 1, 2018 ($37.00), January 1, 2019 ($38.00), and January 1, 2020 ($39.00)*

Submit To: 1563 Pembina Hwy., Winnipeg, Mb. R3T 2E5
Contact if necessary at: ibew@ibew2034.com

**IUOE Dues:**

Effective March 1, 2017, the dues owing to IUOE are $12.25 plus 2% of gross pay, with a minimum payment of $29.00 per employee per month. Initiation fees are $107.00 per member.

Submit To: 244 Cree Crescent, Winnipeg, MB R3J 3W1