Burntwood Nelson Agreement
Version 2020.02

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BURNTWOOD/NELSON AGREEMENT SIGNATORIES

BETWEEN:

HYDRO PROJECTS MANAGEMENT ASSOCIATION

(hereinafter called the “Association”)

OF THE FIRST PART

And

THE ALLIED HYDRO COUNCIL OF MANITOBA

(hereinafter called the “Council”)

OF THE SECOND PART

CONSTRUCTION & SPECIALIZED WORKERS’ UNION OF NORTH AMERICA, and Local Union 1258 of this International Union.

INTERNATIONAL UNION OF OPERATING ENGINEERS, and Local 987 of this International Union.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, and Local Union 979 of this International Union.

B

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, and Local Union 343 (Carpenters) of this International Union and,

Local Union 1443 (Millwrights, Machine Erectors, Industrial Mechanics Maintenance) of this International Union.

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, GLASS-WORKERS DIVISION, SIGNWORKERS & CARPET & FLOOR TILE LAYERS DIVISION, and Local Union 739 of this International Union.

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, and Local Union 99 of this International Union.

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, and Local Union No. 1 of this International Union.
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SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, and Local Union 511 of this International Union.

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS & HELPERS OF AMERICA, and Local Union 555 of this International Union.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS, and Local 728 of this International Union.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, and Local Union 2085 of this International Union.

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, and Local Union 254 of this International Union.

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, Local Union 222. See Letter of Agreement No. 9.

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, Local Union 342.

UNITE HERE, Local Union 206.

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, and Local 102 of this International Union.

Each being a Trade Union within the meaning of the “Labour Relations Act.”

OF THE THIRD PART

And

______________________________
(hereinafter called the “Contractor”)

OF THE FOURTH PART
AGREEMENT

WHEREAS Manitoba Hydro is undertaking certain construction work in Manitoba (hereinafter called "the Project");

AND WHEREAS the Contractor is engaged or is about to be engaged in on-site construction work in connection with the Project and is a member of the Association and has designated the Association as its exclusive agent for negotiating and administering this Collective Bargaining Agreement (hereinafter referred to as this Agreement);

AND WHEREAS the Association has recognized the formation of the Council by the International Unions and has agreed to deal with the Council as the exclusive agent of the Unions for negotiating, executing and administering this Agreement;

AND WHEREAS the Council has recognized the Association and has agreed to deal with the Association as the exclusive agent of the Contractor for negotiating and administering this Agreement;

AND WHEREAS the Unions have designated the Council as their exclusive agent for negotiating, executing and administering this Agreement;

AND WHEREAS the Council and the International Unions have designated the Local Unions as having jurisdiction in their respective trades for the Project;

AND WHEREAS the Association, the Council, the Contractor and the Unions are desirous of carrying out the work associated with the Project in a harmonious and peaceful manner without any slowdowns, work stoppages, strikes or lockouts and ensuring a peaceful resolution of any and all grievances, disputes, and differences that may arise between them;

AND WHEREAS the Council and the Association have exchanged their respective constitutions and by-laws for review each by the other, receipt of which is hereby acknowledged, each by the other;

AND WHEREAS the parties intend to avoid unnecessary expense to the Project or to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, spread work policies and other objectionable practices;

AND WHEREAS the parties are desirous of maximizing the training and employment opportunities of Northern Aboriginals;

AND WHEREAS the parties have agreed that the foregoing recitals together with the Schedules, Appendices, and Letters of Agreement hereto shall be interpreted as forming part and parcel of this Agreement;
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NOW THEREFORE THE PARTIES FURTHER AGREE AS FOLLOWS:

Where the words "International Unions" are used they shall mean the International Unions as listed above as parties hereto and where the words "Local Unions" are used they shall mean the Local Unions as listed above as parties hereto.

Where the word “employee” is used, it shall mean a person employed on the Project by a Contractor or Sub-contractor in one of the classifications set out in the Appendices.

Where the word Manitoba Hydro is used, it shall mean the Manitoba Hydro-Electric Board, or the Manitoba Hydro Electric Board and its equity partners, where applicable.
ARTICLES

ARTICLE 1 - TERM OF AGREEMENT

1.1 This Agreement shall be effective on the date of signing and shall continue in effect until:

a) 2017 12 31;

OR

b) Twelve (12) months following the commissioning of the last generator of a hydro electric generating station included under Article 2.1(a) and/or 2.1(b) of this Agreement;

OR

c) Twelve (12) months following the commissioning of the work set out in Article 2.1(c).

which ever date occurs last.

1.2 This Agreement may be terminated, extended or amended, by mutual agreement of the Parties.
ARTICLE 2 - SCOPE AND RECOGNITION

*** Note – See Letter of Agreement #6, for additional information regarding Article 2.2 e) and i)
*** Note – See Letter of Agreement #34, for additional information regarding Article 2, Section 2.2 (Commissioning exemption)

2.1 The Association recognizes the Council as the exclusive bargaining agent for all employees engaged in contracted on-site construction work and services related to:

a) The construction of any new hydro electric generating station including any new northern converter station, and any switchyards and collector lines associated with either:

i) On the Nelson River;

ii) On the Burntwood River, and;

b) Any extension to the Kelsey Generating Station, and;

c) Any extension of the Henday Converter Station associated with the construction of a new hydro-electric generating station, and;

d) The construction of a new generating station, including switchyard and collector lines, at Notigi; provided the first tender call for contracted on-site construction work (excluding exploration work) for each applicable new generating station or converter station and for the extension to the Kelsey Generating Station, respectively, has been issued by Manitoba Hydro on or before 2015 12 31.

For the purposes of this Article, the construction of switchyards and collector lines shall include the following:

- for a new northern Hydro generating station, an AC Switchyard includes all work performed between the take-off structures terminating the AC transmission lines from the generating station and the take-off structures terminating the AC transmission lines to Manitoba Hydro’s AC transmission systems; and

- for a Northern AC/DC converter station, a DC switchyard includes all work performed between the DC wall bushings of the converter building and the take-off structures terminating the DC transmission lines to Manitoba Hydro’s DC transmission system and an AC switchyard includes all work performed between the take-off structures terminating the AC transmission lines for Manitoba Hydro’s AC transmission system and the AC wall bushings of the converter building; and

- the construction of collector lines is defined as all work performed between the AC wall bushings at the generating station and the take-off structures terminating
the AC transmission lines from the generating station at the switchyard. Construction of collector lines shall be governed by Letter of Agreement No. 7.

e) Exploration work that is tendered in relation to a generating or converter station included under 2.1 a), b), c), or d), provided the exploration work is tendered subsequent to the first tender call for on-site construction work;

f) The construction of an all weather road to the site of the Wuskwatim Generating Station, the Gull Generating Station, or to the Kelsey Generating Station or any upgrading of the rail spur to Kelsey if either the road or the rail spur upgrading is associated with an extension to Kelsey, provided onsite work in relation to same commences prior to 2015 12 31. Moreover such construction shall not be construed to be the "first tender call" for these respective generating stations pursuant to the provisions of Article 2.1(a) or 2.1(b). The maintenance of the said all-weather roads during the project construction period shall be covered under the terms of this Agreement, unless it is performed by the Manitoba Department of Highways or an agent thereof.

2.2 Notwithstanding any other provision of this Agreement, exclusions from this Article 2, Scope and Recognition shall include, but not be limited to, the following:

a) Construction of transmission lines (except as provided in 2.1) and communication facilities, including the clearing of rights of way;

b) All exploration work not included under 2.1(e);

c) Construction work and services related to any established community;

d) Work performed for and under the administration of a Local Government District, the Province of Manitoba, the Government of Canada, or their agents;

e) Testing and/or inspection services, except radiography work (which is subject to (l) below), performed under direct contract to Manitoba Hydro;

*** See Letter of Agreement #6

f) Services provided by consultants to Manitoba Hydro;

g) The operation and maintenance of commercial, municipal and recreational services in any townsite associated with the hydroelectric generating stations defined in 2.1(a);

h) Repair/maintenance work on camp equipment performed by technical specialists;

i) Non continuous work required on heavy construction equipment covering warranty repairs and technical support for maintenance;

*** See Letter of Agreement #6
j) Specialized work performed by technical specialists from the Equipment Manufacturer on permanent equipment, which was not assembled under the Scope of this Agreement;

k) Work associated with the delivery of supplies, materials, parts, and equipment to the Project Site, on the basis of “one drop per load per Contractor”. Where supplies, materials, parts, and/or equipment are delivered “Freight on Board” (F.O.B.) to a rail terminus, siding, or spur line in the vicinity of the site, designated by the Contractor as a delivery point for the project, the spotting of the rail cars shall be considered the first drop. Batching and/or delivery of concrete on site is covered under the terms of this Agreement. Processing and/or delivery of aggregate on site is covered under the terms of this Agreement. The Contractor shall designate his storage areas and designated rail delivery points at the Pre Job Conference (Article 4);

l) Provided prior mutual agreement is reached by the Council and the Association on each occasion, other work including, but not limited to, the following:

i) Radiography work of a short term nature performed under direct contract to Manitoba Hydro;

ii) Work associated with the supply of manufacturer's parts for heavy construction equipment.

m) Employees of the Manitoba Hydro Electric Board;

n) Those excluded by the Labour Relations Act of Manitoba.

2.3 It is recognized that there will be employees for whom the Council is recognized as the exclusive bargaining agent but who are not covered by an appendix to this Agreement and who are not otherwise excluded.

2.4 Any employee or group of employees referred to in Article 2.3 may make application to the Council to be covered by this Agreement. When this occurs, the Council shall notify the Association of its intention to bargain on behalf of the employee(s) concerned.

2.5 If the Association and the Council agree as to which Union the employee(s) should be members of and provided the majority of the employees concerned wish to become members of the Union agreed upon, negotiations between the Association Appendix Review Committee and the Council Appendix Review Committee shall commence to establish such additional conditions of employment as may be necessary. If the Joint Appendix Review Committee is unable to agree on:

a) The Union to which the employee(s) should belong;

b) Whether the majority of employees wish to be members of the union;
c) The conditions of employment for the employee(s) involved.

the dispute shall be resolved in accordance with Article 31 of this Agreement.

2.5.1 A Union of the Council may make application to the Council to approach an employee or group of employees, who are not covered by this Agreement and who are not otherwise excluded, to become Union members. In this event, the Council shall proceed as in 2.4 commencing with the second sentence.

2.6 The Unions and the Council shall not interfere with the right and responsibility of the Security Guards in the performance of their duties. The Unions and the Council recognize and shall not interfere in any way with the confidentiality of reports of Security Guards forwarded to Manitoba Hydro.

2.7 Notwithstanding any other provision of this Agreement, the provisions of Article 12.1 may be waived by the Security Contractor when hiring Security Guards, except the Security Contractor shall advise the Council of the names of the persons hired within three (3) working days.

2.8 In the event any Contractor (other than a Security Contractor) employs security guards on the Project associated with his own operation, the provisions of Article 2.6 and 2.7 shall apply except that any reference to Manitoba Hydro in these Articles shall be replaced by the name of the said Contractor.

2.9 A Northern Aboriginal Contractor shall be defined as a Manitoba business: a) that is at least 50% owned by an aboriginal resident(s) or organization(s) and b) that is based in or whose aboriginal owner has resided within the Northern affairs boundary for a cumulative period of 5 years or more.

The provisions of Article 12.1 may be waived by any Northern Aboriginal Contractor who is engaged by Manitoba Hydro on a non tendered direct contract basis, provided that:

a) The Contractor may only waive the said provisions of Article 12.1 if the person to be hired is a Northern Aboriginal, and;

b) Prior to such a hire, the person to be hired provides Manitoba Advanced Education and Training (M.A.E.T.) with information that confirms that he qualifies as a Northern Aboriginal in accordance with Article 12.1.1.3.2 (see also Article 13 for definition of Northern Aboriginal).

While all such employees hired under this Article 2.9 will be required to pay the current amount of applicable union dues and Council assessment, in the case of initiation fees, payment will be made on the basis of fifty cents (50¢) per hour worked and credited towards the payment of this fee. Union dues, Council assessment and payments relative to initiation fees will be collected as a payroll deduction and remitted in accordance with the provisions of Article 12.2.8, 12.2.9 and 12.2.10.
2.10 In this Agreement and the classifications contained herein, any words importing the masculine gender include female persons and, any words importing the female gender include male persons.

2.11 In the event that a provision in any Article to this Agreement is inconsistent with a provision or provisions in any of the Appendices to this Agreement, the provision in the Article shall prevail over the provision or provisions in the Appendices.
ARTICLE 3 - THE COUNCIL AND ASSOCIATION

3.1 The Unions and Contractors hereby confirm the designation of the Council and the Association as their exclusive agents, respectively, for the purpose of bargaining collectively, negotiating and entering into this Agreement, and administering the same.

3.2 As long as this Agreement remains in effect, neither the Association nor the Council nor any member Union of the Council will endeavor to seek separate bargaining rights or separate Agreements concerning work covered by this Agreement.

3.3 The Council shall be composed of the International Building and Construction Trades Unions and the Locals thereof, together with the other Unions as provided in the Constitution and By Laws of the Council in effect as of the date of this Agreement, all of whom are listed in "Schedule A" of this Agreement.

3.4 The Association shall be composed of representatives of Manitoba Hydro, Contractors engaged by Manitoba Hydro on the Project, and their sub-contractors, as provided in the Constitution of the Association in effect as of the date of this Agreement.

3.5 It shall be the responsibility of the Association and the Council to keep each other informed of the names of their respective Officers. The Council shall notify the Association of the names of the Union Business Representatives and the members of the Council Negotiating Committee. The Association shall notify the Council of the members of the Association Negotiating Committee. Prompt notice shall be given of any changes.

3.6 The Council and the Association shall not be bound to deal with anyone other than their respective Officers or Representatives concerning the administration of this Agreement.

3.7 International or Business Representatives of the Local Unions may be authorized by the Council to deal with a Contractor on matters concerning the Local Union they represent.
ARTICLE 4 - WORK ASSIGNMENTS AND JURISDICTIONS

4.1 Subject to the terms and conditions of this Agreement, the Contractor shall have the right to assign all work.

4.2 Before commencement of any work on any portion of a Project, the Contractor shall hold a pre job conference in Winnipeg, or such other location as may be mutually agreeable, attended by representatives of the Council, the Unions and the Association. The purpose of the pre job conference shall be to establish the work assignments and jurisdictions for each trade, to correspondingly mark work demarcation lines on construction drawings, and to identify and resolve any jurisdictional disputes.

4.3 Notification of the pre job conference shall be given by the Contractor to the Council and the Association at least ten (10) calendar days prior to the date set for this meeting.

4.4 The Contractor, in assigning work, shall comply with any applicable decisions of record or agreements of record and specify the basis of assignment. The decisions of record and agreements of record referred to shall be those contained in the most current edition of the book entitled, "Plan for the Settlement of Jurisdiction Disputes in the Construction Industry", approved by the Building and Construction Trades Department AFL CIO, commonly referred to as the "Green Book".

4.4.1 More specifically, work shall be assigned on the following basis:

4.4.1.1 Where the Unions involved agree that a decision of record or agreement of record referred to in 4.4 applies to the work, the Contractor shall assign the work in accordance with such agreements or decisions of record.

4.4.1.2 Where the Unions involved in the Pre Job Conference cannot agree that a particular Union is entitled to perform certain work under a decision of record or an agreement of record, referred to in 4.4, the Contractor shall:

i) Provide a detailed description of the work in dispute to the Contesting trades;

ii) Request the contesting trades to submit, within five (5) working days, evidence substantiating their claim to the work;
iii) Consult with the Association to ascertain how such work had been previously assigned.

following which, the Contractor shall assign the work and indicate the basis on which the assignment is being made including, where applicable, the reason why a decision or agreement of record referred to by one of the contesting trades is, in the opinion of the contractor, not applicable.

4.4.1.3 Where there is no decision of record or agreement of record the Contractor shall consult with representatives of the Association to ascertain how such work has previously been assigned prior to assigning the work.

4.5 If, after the assignment of the work, a dispute arises as to the proper jurisdiction of the work involved, the work shall continue in accordance with the Contractor's assignment and the procedure set out below shall be followed to resolve same. Under no circumstances shall there be any interference with the progress of the work on the Project.

4.5.1 The Association representative shall consult with the representatives of the contesting trades to consider any arguments or facts relating to the disputed work in an effort to resolve the matter.

4.5.2 Failing settlement by the foregoing the dispute will be settled and adjusted according to the prevailing plan established by the Building and Construction Trades Department or in accordance with any other plan, method or procedure that may be adopted in the future by the aforementioned Department. Any decision rendered in accordance with the foregoing shall be binding.

4.6 In the event a plan, method or procedure referred to in Article 4.5.2 is not available, the Joint Appendix Review Committee shall meet within ten (10) calendar days following notice from either party to establish a successor plan. If an agreement cannot be reached, as to the successor plan or its terms of reference, then the procedure in Article 31 shall be followed. Any decision rendered in accordance with the successor plan shall be binding.
ARTICLE 5 - MANAGEMENT'S RIGHTS

5.1 Subject to the terms and conditions of this Agreement, the Contractor has the undisputed right to operate and manage his business in all respects.

5.2 Without restricting the generality of the foregoing, it is agreed that it is the sole and exclusive function of the Contractor:

5.2.1 To determine the methods, procedures, materials, apparatus, and equipment to be utilized in the undertaking of the work; to schedule and assign the work; to direct the workforces; to determine the number of personnel required and when overtime will be worked, and by whom;

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

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

5.2.4 To select and appoint Foremen and General Foremen. Furthermore, subject to the Appendices, to make determinations as to the number of Foremen and General Foremen to be employed.

5.3 The foregoing enumeration of management’s rights shall not be deemed to exclude other functions not specifically set forth. The Contractor, therefore, retains all of its inherent rights, powers, and authority to manage its business except to the extent abridged by a specific provision of this Agreement.
ARTICLE 6 - ASSOCIATION, COUNCIL AND UNION REPRESENTATIVES

6.1 The Association shall appoint a resident Site Representative who will be vested with full authority and power to service members of the Association and administer the application of the terms of this Agreement. The Council agrees to recognize said Representative.

6.2 The Council shall appoint a resident Site Representative who will be vested with full authority and power to service members of the Unions, administer the application of the terms of this Agreement and assist the Association in the implementation of employee oriented programs. The Association agrees to recognize said Representative.

6.3 The Union, where Members of that Union are employed by a Contractor, may appoint a steward(s) from among the Members so employed.

6.3.1 A non working steward will not be permitted.

6.3.2 The union may appoint one (1) steward for each trade (Appendix) per shift for each Contractor (the shift steward), and notification of such appointment shall be provided at the time and under the conditions set out in Article 6.3.3. If work is being performed in more than one (1) separate and distinct work area, the Union may appoint one (1) additional steward (the area steward). If the union appoints more than one (1) steward, the Union shall designate one (1) of the stewards, so appointed, as the Chief Steward and notification of such appointment shall be provided at the time and under the conditions set out in Article 6.3.3.

6.3.3 The Council or the Local Union shall notify the Contractor and the Site Representative of the Association, 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.

6.3.4 The Contractor shall recognize that the Steward is acting for those Union Members employed by that Contractor. The Steward shall not be discriminated against for expressing the wishes of such employees however the Steward shall not involve himself or interfere with employees of other Contractors during working hours. The Steward may be called upon by the Contractor to assist in the settlement of grievances pursuant to the provisions of Article 8 of this Agreement.

6.3.5 The Chief Steward provided he is job qualified within the meaning of Article 12, and he is willing to perform the remaining work, shall be one of the last two (2) employees in his Appendix to be laid off. If reclassification is necessary to meet this requirement, the Contractor will determine the Chief Steward’s new classification.
6.3.6 A shift steward provided he is job qualified within the meaning of Article 12, and he is willing to perform the remaining work, shall be one of the last four (4) employees in his respective classification on that shift to be laid off. An area steward provided he is job qualified within the meaning of Article 12, and he is willing to perform the remaining work, shall be one of the last four (4) employees in his respective classification in his work area to be laid off.

6.4 In addition to the Site Representative of the Council, other duly authorized 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 that permission has first been obtained as follows:

6.4.1 With the exception of emergencies, the Local Union Representative will notify the Council at least five (5) working days prior to the date of his intended visit. Upon receipt of this notification the Council will immediately inform the Association.

6.4.2 The Council and Association will notify their respective Site Representatives as to the date the Local Union representative wishes to visit the Site.

6.4.3 If the timing of the planned visit by the Local Union Representative is such that accommodations are not available, the Site Representatives will inform their respective officers and suggest an alternate date for the visit.

6.4.4 Arrangements to visit the Project site should be confirmed by the local union with the Council within twenty four hours of the notice referred to in 6.4.1.

6.4.5 The Site Representatives will inform all parties who may be involved when the Local Union representative is to be at Site.

6.4.6 Where possible, the Site Representatives from the Council and Association shall be present at any discussions between the Local Union representative and the Contractor relating to this Agreement.
ARTICLE 7 - STRIKES AND LOCKOUTS

7.1 Neither the Council, nor any representative of the Council or of the Unions, nor any Union, nor any member of the Unions, nor any employee covered by this Agreement shall in any way, either directly or indirectly, authorize, encourage, condone, support or participate in any strike, walkout, suspension of work, slowdown or work stoppage of any kind on the part of any employee or group of employees during the term of this Agreement.

7.2 The Association, representatives of the Association, the Contractor, representatives of the Contractor not otherwise covered by this Agreement, shall not in any way cause or direct any lockout of employees during the term of this Agreement.

7.3 The Council and the Unions shall not authorize, encourage or condone any picketing on the Project. Employees covered by the Agreement shall not picket Contractors signatory to this Agreement where such Contractors are engaged on work covered by this Agreement.

7.4 If any violation of Article 7.1 occurs, every effort shall be made by the Council and the Unions to achieve immediate full compliance with Article 7.1. Such action by the Council 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. The Council shall immediately advise the Association of the specific steps it has taken in this regard.

7.5 An employee who engages in any of the prohibited activities set out in this Article shall be subject to dismissal or other disciplinary action. Furthermore, if such an employee does not heed the instructions from the Council and Local Union to return to work and perform his usual duties he may as a consequence be dismissed, and in this event, he shall not be eligible for hire or rehire under this Agreement for a period of two (2) years, and his dismissal shall be deemed to be a dismissal for just cause.

7.6 The fact that the Council and/or a Union investigates or deals with an alleged violation of Article 7.1 shall not be deemed to be an acknowledgement by the Council and/or a Union that Article 7.1 has been violated.

7.7 If any violation of Article 7.2 occurs, every effort shall be made by the Association and the Contractor to achieve immediate full compliance with Article 7.2.

7.8 The fact that the Association and/or a Contractor investigates or deals with an alleged violation of Article 7.2 shall not be deemed to be an acknowledgement by the Association and/or a Contractor that Article 7.2 has been violated.
ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 A grievance shall mean any difference or dispute concerning the interpretation, application, administration, or alleged violation of the Agreement. The Council and the Association shall each have the right to initiate a grievance, in relation to the aforementioned matters, at Stage 2.

8.1.1 Notwithstanding the provisions of 8.1, a jurisdictional dispute shall not be processed or settled by the grievance procedures and such disputes shall be solely dealt with pursuant to the provisions of Article 4.

8.1.2 If a Management grievance is filed, the provisions of Article 8.3.1.2 (Stage 2) shall be applied except that the procedures shall be read so that the Association (and/or its members, as stipulated in the grievance document) shall be deemed the initiator of the grievance and the Council (and/or its members, as stipulated in the grievance document) the respondent.

8.2 A grievance shall be initiated within five (5) working days of the date the circumstances giving rise to the grievance were known or ought to have been known. The time limits and procedures set out in this Article shall be complied with provided, however, the Parties may mutually agree, in writing, to extend the time limits. Where no reply is given within the time limit specified in this Article, the Council or the Association, as the case may be, will be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the applicable time limits shall be deemed to have been abandoned and will be ineligible for arbitration.

8.3 Grievances properly arising under this Agreement shall be processed in the following manner:

8.3.1 Grievance

8.3.1.1 Stage One

Steps

Steps 1 and 2 below shall be completed within four (4) working days of the date Step 1 is commenced.

1. The aggrieved employee(s) will discuss his grievance with his foreman or immediate supervisor with or without his steward, in his discretion, to try and resolve the matter.
2. If the grievance is not resolved at Step 1, it shall be reduced to writing, utilizing the Councils’ grievance form, and the written grievance will be submitted to the Site Representative of the Council. The grievance will indicate the relevant grievance particulars, alleged Agreement violations, remedies sought on behalf of the employee, and be signed and dated by the employee or Union Representative.

3. The Site Representative of the Council may submit the written grievance to the appropriate Contractor Representative provided this is done within a further period of three (3) working days. In this event, the Site Representative of the Council shall simultaneously submit a copy of the grievance to the Site Representative of the Association.

8.3.1.2 Stage Two

Steps

1. On receipt of the written grievance, the Contractor will investigate the grievance, meet with the Council Representative, and respond to the grievance in writing. Step 1 must be completed within four (4) working days from the time the grievance is received by the Contractor.

2. If agreement is not reached at Step 1, the Council Site Representative may submit the written grievance to the Association site Representative, provided this occurs within a further period of twenty-four (24) hours measured from the expiry of the four (4) working day period in Step 1 above.

3. On receipt of the written grievance, the Site Representative of the Association and the Council shall meet to further review the grievance details for purposes of settling the grievance. The Site Representatives may involve other persons in this process who have knowledge of the circumstances giving rise to the grievance. The Site Representative of the Association shall reply, in writing, to the Site Representative of the Council. Step 3 shall be completed in four (4) working days of the expiry of the 24 hour period in Step 2 above.

4. If settlement is not reached at Step 3, the President of the Council or his delegate or the Managing Director of the Association or his delegate may submit the grievance to Stage Three, provided this is done in writing, within a further ten (10) working days from the expiry of the four (4) working day period in Step 3 above.
8.3.1.3 **Stage Three**

**Steps**

1. Following receipt of the written notification to proceed to Stage Three, the President of the Council or his delegate (hereinafter referred to as the President) and the Managing Director of the Association or his delegate (hereinafter referred to as the Managing Director) shall meet for the purpose of settling the grievance. The President and Managing Director may each, in their sole discretion, opt to have a Union Representative or a Contractor Representative, respectively, in attendance at the meeting, who will act in an advisory capacity. Additionally, other persons may be requested to give evidence of the circumstances giving rise to the grievance. This meeting shall be held within six (6) working days from the date written notification is received to proceed to Stage Three. The Managing Director will reply in writing to the President within three (3) working days from the date of the meeting (in the case of a Management Grievance, the President will reply to the Managing Director).

2. If the grievance is not settled, either Party may process the grievance to Stage Four provided this is done within a further twenty (20) working days from the date of the meeting held under Step 1. In this instance each party will communicate to the other, in writing, whether legal counsel will be utilized.

8.3.2 **Grievances Regarding Alleged Wrongful Dismissal**

**8.3.2.1** Notwithstanding the foregoing, grievances alleging wrongful dismissal of an employee or employees shall be dealt with as follows:

**Steps**

1. The grievance shall be initiated in writing under Stage Two by the employee or employees concerned or by a duly authorized representative of the Council at the job site within twenty four (24) hours of dismissal. The employee may be assisted by his Union Shop Steward.

2. Following receipt by the Contractor of the written grievance, the Contractor's Representative and the Council Representative shall meet and may involve other persons to give evidence of the incident as required for the purpose of settling the grievance.
3. The Contractor shall reply in writing to the Council's Representative within twenty four (24) hours of receipt of the written grievance.

4. If agreement is not reached at Step 2 above, the Site Representative of the Council may submit the grievance within a further twelve (12) hours following expiration of the twenty four (24) hours to the Site Representative of the Association.

5. Following receipt of this written grievance by the Site Representative of the Association, the Site Representative of the Association and of the Council shall meet and may involve other persons to give evidence of the incident as required for the purpose of settling the grievance. These meetings will normally be held in the office of either Site Representative. The Site Representatives have two (2) working days to resolve the grievance.

6. The Site Representative of the Association shall reply in writing to the Site Representative of the Council within the two (2) working days of Step 5 above.

7. From this point onwards, grievances alleging wrongful dismissal shall be dealt with in the same manner as other grievances under this Article save that, in the event a claim is entered for compensation for loss of wages in a case where reinstatement has resulted, it shall be left with the Council and Association to decide the amount, if any, to be paid and failing agreement the claim shall be referred for settlement by arbitration in accordance with the procedure at Stage Four.

8.3.2.2 If a grievance alleging wrongful dismissal is not submitted within the specified time set out in Step 1 above, the employee’s employment shall be deemed to have been terminated when he was dismissed and such dismissal shall not be the subject of a grievance.

8.3.2.3 When an employee has been discharged and a grievance has been filed, the Contractor will continue to provide room and board at no charge to the employee until the completion of step three (3) above and transportation is available in accordance with Article 19.1.4.
8.3.3 **Stage Four** Applicable for All Grievances

8.3.3.1 For the purpose of Stage Four the President of the Council or his delegate and the Managing Director of the Association or his delegate shall agree upon a list of approved arbitrators, which may be amended from time to time. If agreement cannot be reached on an amended list of arbitrators, the Minister of Labour of the Province of Manitoba shall be asked to appoint an arbitrator(s).

An approved arbitrator shall be assigned to a Stage 4 grievance by the following procedure: the President of the Council or his delegate and the Managing Director of the Association or his delegate shall meet. The names of all approved arbitrators from the agreed list shall be placed into a container, and one name picked, completely at random. The arbitrator shall hear the grievance, deliberate, render his award and serve it upon the parties within thirty (30) working days following the conclusion of the hearing. The arbitrator shall have the authority given to a Board of Arbitration and his decision shall be binding and final upon the Parties hereto. If the arbitrator does not serve the award upon the parties within the said thirty (30) working days, either party may request the Minister of Labour of the Province of Manitoba to consult with both the parties and the arbitrator for the purpose of expediting the settlement of the grievance.

8.3.3.2 Under no circumstances shall the arbitrator have the authority to extend, modify or amend any part of this Agreement in any respect. An arbitrator appointed under this Article shall not be authorized to adjudicate on any matter which comes within the jurisdiction of the Joint Appendix Review Committee and/or the Mediator referred to in Article 31.

8.3.3.3 The expenses of the arbitrator and the arbitration proceedings shall be shared equally by the member Union of the Council, and Contractor, save that each shall pay all expenses incurred in connection with preparation and presentation of their submission.
ARTICLE 9 - ROOM AND BOARD

9.1 An employee of the Contractor shall have the option of receiving room and board in the camp or alternatively of providing his own housing.

9.2 When an employee opts to provide his own housing, the Contractor shall provide the employee with an allowance in the amount and under the conditions set out in Article 10.

9.3 Room and board in the camp shall consist of the provision of lodging and up to three meals per day. There will be no charge to the employee for this room and board under the following conditions:

a) When the employee is working;

b) When the employee is available for work and work is cancelled due to inclement weather;

c) On the employee's scheduled day(s) of rest;

d) On Holidays, as set out in Article 17, providing the employee works the complete shift on his working day immediately preceding and immediately following such a holiday, except where the employee is exempted by virtue of provision (e) below;

e) On days when the employee is sick or when the employee sustains an injury on the job, to a maximum of seven calendar days, provided the employee remains in the locale of the Project and:

i) Advises the appropriate authority of the Contractor at the onset of any absence due to illness or injury, and;

ii) Presents to the Contractor a dated medical certificate from a medical doctor or nurse authorizing the absence from work immediately on return to work.

9.4 When an employee is absent from work for reasons other than that stipulated in 9.3 (b), (c) and (d) or where the requirements of provision 9.3 (e) have not been fulfilled, he will be assessed a payroll deduction of fifteen dollars ($15.00) per day for the period of the absence.

9.5 When an employee leaves the Project site under a leave granted under Article 19, he must obtain a check out slip from the Camp Operator, otherwise he will be assessed a payroll deduction equal to the amount set out in Article 9.4 for the period of his absence.
9.6 To secure room and board in the camp, an employee must
   a) Have on his person, for presentation, the identification issued to the employee by the Contractor;
   b) Report to the designated office of the Camp Operator for the purpose of registration, room allocation and the issuance of a key. A deposit of five dollars ($5.00) will be required for a room key which will be refunded to the employee upon return of the key at the time of check out;
   c) Report to the designated office of the Catering Contractor for the issuance of bedding.

9.7 Employees may purchase a fourth meal at a reasonable cost, to be set by the Camp Operator.

9.8 An employee required to work twelve (12) hours or more in any one (1) day will be provided with a meal allowance by the Contractor. The value of this meal allowance shall be equivalent to the current cost of a casual meal established from time to time by the Camp Operator.

9.9 Council and Union Representatives who are on official business pertaining to the Project may purchase accommodation and meals from the camp office at a cost to be set by the Camp Operator.

9.10 If an employee residing in the camp is absent from the Project Site for a period longer than a leave granted under Article 19, the Contractor shall remove the employee's personal effects from his room and forward same collect to his last known address.

9.11 All employees shall read and comply with all Camp Rules and Regulations. A copy of the Camp Rules and Regulations will normally be issued to each employee at the time of registration, but in any event a copy will be posted on bulletin boards located within the camp complex.

9.12 In instances where a camp is not to be established and the option of room and board is to be provided in commercial facilities, such as a hotel, the Association shall consult with Manitoba Hydro and advise the Council, in advance of the contract award, of the arrangements for provision of room and board.
ARTICLE 10 - HOUSING ALLOWANCE

10.1 When an employee opts to provide his own housing, the Contractor shall provide the employee with an allowance of fifteen dollars ($15.00) per calendar day.

10.2 The conditions under which this allowance will be paid are the same as those set in Article 9.3 except in the case of provision (e) which will be subject to a further condition in that the allowance will only be paid to a maximum of three (3) calendar days from the date of the onset of any illness or injury.

10.3 An employee supplying his own housing may obtain meals at the camp at a cost to be set by the Camp Operator.

10.4 When an employee providing his own housing elects to move into the camp, this allowance shall be discontinued effective on the date a room is issued by the Camp Operator.
ARTICLE 11 - MEDICAL EXAMINATIONS

11.1 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 12 - THE HIRING PROCEDURE AND REFERRAL SYSTEM: UNION SECURITY & CHECK OFF: TRANSFER; LAY-OFF AND RECALL PROVISIONS

*** Note – See Letter of Agreement #40, for additional information regarding Article 12, Section 12.1 (Amendment to Hiring procedure for out of Province union referrals)

*** Note – See Letter of Agreement #44, for additional information regarding Article 12 (Special measures for hiring apprentices and trainees)

*** Note – See Letter of Agreement #48, for additional information regarding Article 12, Section 12.4 (Layoff Subject to Recall)

12.1 The Hiring Procedure and Referral System

12.1.1 For the purposes of this Article, “job qualified” means that a candidate for employment meets or exceeds the training, accreditation, skill, and experience stipulated in a Contractor’s job order. All employees shall be recruited in accordance with the procedures set out below, except as otherwise provided for in Article 12.3, 12.4.2, and Article 2.7, and Article 2.9. Further, it is understood and agreed that Contractors shall have the right to name hire all foremen and general foremen from the referral list prepared by Manitoba Advanced Education and Training (M.A.E.T) or the Unions Out-Of-Work lists, as applicable. The Contractor has the right to reject any candidate referred in accordance with this Article: a) if the candidate is not job qualified, or b) if the candidate was previously employed on the Project and resigned within 30 calendar days of being hired or re-hired or was discharged during the twelve month period preceding the job order, or c) 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 d) on any other reasonable ground. The Council 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.

12.1.1.1 The Contractor or his agent shall first contact a designated office of M.A.E.T. and advise M.A.E.T. of his specific requirements by placing a job order.

12.1.1.2 M.A.E.T. shall immediately forward a copy of the job order to the Council, as information. The Council shall inform the applicable Local Unions.

12.1.1.3 Except as otherwise provided by Article 12.1.3.1., on receipt of the Contractor's job order, M.A.E.T. shall refer, directly to the Contractor, in the sequence set out below, any of the following job qualified candidates who are registered with M.A.E.T.:
a) Northern Aboriginals who reside within the Churchill/Burntwood/ Nelson River area, which area shall be defined as: i) the area of the Churchill River Water Power Reserve from Granville Lake downstream to Hudson Bay; ii) the area of the Burntwood River Water Power Reserve from South Indian Lake downstream to Split Lake; iii) the area of the Nelson River Water Power Reserve from the outlet of Lake Winnipeg downstream to Hudson Bay; and iv) the following communities: the incorporated community of South Indian Lake; the Northern Affairs communities of Granville Lake, Nelson House, Ilford, Wabowden, Thicket Portage, Pikwitonei, Norway House and Cross Lake; the towns of Leaf Rapids, Churchill, and Gillam; the City of Thompson; and Nisichawayasihk Cree Nation, Tataskweyak Cree Nation, York Factory First Nation, Fox Lake First Nation, War Lake First Nation, Norway House Cree Nation and Cross Lake First Nation (See Schedule D for illustration of Burntwood/Nelson/Churchill River area and communities included);

b) Secondly, if job vacancies remain, any Northern Residents who are members of the appropriate Local Union of the Council and are not covered by a) above;

c) Thirdly, if job vacancies remain, any other Northern Aboriginals who are not covered by a) or b) above;

d) Fourthly, if job vacancies remain, any other Northern Residents who are not covered by a), b), or c) above.

The definitions of a Northern Aboriginal and Northern Resident are set out in Articles 13.1 and 13.2.

Administrative details concerning Union membership are set out in Article 12.1.4.

12.1.1.3.1 A Northern Aboriginal who:

a) Has been employed on the Project as a trainee or apprentice and such training was interrupted due to a lay-off, and;

b) Has performed on the job in a satisfactory manner and;
c) Is registered with M.A.E.T.

Shall be referred by M.A.E.T. to a Contractor, in advance of any other Northern Residents who have not worked on the Project, to fill training vacancies in that trade as they may arise from time to time.

To facilitate the foregoing, a Contractor will advise M.A.E.T. and the Council, in writing, of the name and social insurance number of any Northern Aboriginal employed as an apprentice or trainee who has been laid off and is eligible for rehire in the trade in which he was training. Such notification shall be provided within ten (10) days of the date of the lay-off.

12.1.1.3.2 To qualify for the employment preference set out in Article 12.1.1.3, candidates must meet the eligibility requirements set out in Article 13, and M.A.E.T. shall be solely responsible for determining whether or not candidates so qualify. However, at the request of M.A.E.T., the Association and the Council will provide joint guidance to M.A.E.T. relative to the application of Article 13.

12.1.1.3.3 Subject to 12.1.2, M.A.E.T. shall have up to forty-eight (48) hours, measured from the time the job order is received, in which to refer Northern Aboriginals and other Northern Residents to the Contractor. The Contractor shall have as much time as he deems appropriate to assess the said referred candidates, and shall advise M.A.E.T., forthwith, if a candidate or candidates so referred are not hired, leaving job vacancies remaining to be filled.

12.1.1.3.4 Candidates so referred, if hired by the Contractor, shall obtain a referral slip issued by M.A.E.T. and report to the Project Site:

a) as soon as possible, but in any event within a period of seventy two (72) hours measured from the time the person is hired, when the Contractor stipulates that his requirements are immediate;

or

b) on the date stipulated by the Contractor when the Contractor stipulates a reporting time in excess of
the maximum provided for in (a) immediately above.

12.1.1.3.5 If a Northern Aboriginal or other Northern Resident does not report to the Project Site as per Article 12.1.1.3.4(a) or 12.1.1.3.4(b), as the case may be, then, if there are no further Northern Aboriginal or Northern Resident candidates on M.A.E.T.’s referral list, the Contractor shall advise M.A.E.T. to proceed to the next step of the hiring procedure (i.e., 12.1.1.4). If there are further Northern Aboriginal or Northern Resident candidates on M.A.E.T.’s referral list who were not considered by the Contractor then the Contractor shall proceed to consider further candidates in the order of the list provided by M.A.E.T., and a second candidate, if hired by the Contractor, shall obtain a referral slip issued by M.A.E.T. and report to the Project Site as stipulated in Article 12.1.1.3.4. If the said second candidate does not report to the Project Site as per Article 12.1.1.3.4(a) or 12.1.1.3.4(b), as the case may be, then the Contractor shall advise M.A.E.T. to proceed to the next step of the hiring procedure (i.e. 12.1.1.4).

12.1.1.4 If M.A.E.T. is unable to refer a sufficient number of job qualified Northern Aboriginals and other Northern Residents to fulfil the Contractors requirements within said forty-eight (48) hours outlined in 12.1.1.3.3, M.A.E.T. shall, prior to, or at the expiry of the time limit on behalf of the Contractor, advise the Council and the applicable Local Union of the job vacancies remaining to be filled. Moreover, if the Contractor has advised M.A.E.T. under Article 12.1.1.3.3 that referred candidates have not been hired, leaving job vacancies remaining to be filled, M.A.E.T. shall immediately advise the Council and the applicable local union accordingly.

12.1.1.5 The Union, on notification of such job vacancies, may then refer job qualified persons to the Contractor through a designated office of M.A.E.T.

12.1.1.5.1 The Union shall have up to forty-eight (48) hours, measured from the time the Council and Local Union is notified in accordance with 12.1.1.4, in which to refer persons to the Contractor.

12.1.1.5.2 Persons so referred, if hired by the Contractor, shall obtain a referral slip issued by M.A.E.T. and report to the Project Site:
a) As soon as possible, but in any event within a period of seventy two (72) hours measured from the time the person is hired, when the Contractor stipulates that his requirements are immediate;

or

b) On the date stipulated by the Contractor when that date is subsequent to the maximum time period provided for in (a) immediately above.

12.1.1.6 If the Union is unable to refer a sufficient number of job qualified persons to fulfill the Contractor's requirement within the said forty-eight (48) hours, the Union shall prior to, or at the expiry of, the time limit, advise M.A.E.T. of the job order vacancies remaining to be filled. M.A.E.T. shall have an additional forty eight (48) hours, measured from the time M.A.E.T. is notified of the vacancy, in which to refer other job qualified Manitoba Residents to the Contractor.

12.1.1.6.1 Persons hired by the Contractor shall report to the Project Site as provided for in Article 12.1.1.5.2 (a) or (b).

12.1.1.7 The Contractor may recruit persons to fill job order vacancies where:

a) Job order vacancies remain after following the procedures set out in Article 12.1.1.1 to 12.1.1.6;

or

b) Persons referred pursuant to Article 12.1.1.5 and Article 12.1.1.6 do not report to the Project Site within the stipulated time period.

12.1.1.7.1 All persons hired in this manner shall obtain a referral slip issued by M.A.E.T., which referral slip shall be secured prior to commencing work.

12.1.1.8 In the event the Contractor cannot recruit the necessary personnel within a further thirty (30) day period, the Contractor shall reinitiate the job order in accordance with Article 12.1.1 to fill any remaining vacancies.
12.1.2 The time periods referred to in 12.1.1.3.3, 12.1.1.5.1 and 12.1.1.6 are exclusive of Saturday, Sunday, Statutory Holidays and Civic Holidays on which M.A.E.T. offices are closed.

12.1.3 The Contractor shall submit the names of all newly hired employees to the Council within three (3) working days.

12.1.4 In Article 12.1.1.3(b), the appropriate Local Union means the Union named in the Appendix containing the classification corresponding to the Contractor's job order.

For purposes of Article 12.1.1.3(b), each Local Union shall compile and submit to the Council the names and social insurance numbers of all Northern Residents who are members of that Union and who are seeking employment on the Project. The Council shall submit the current listing for the applicable Unions to M.A.E.T. by the tenth (10th) of each month. By mutual agreement between M.A.E.T. and the Council, arrangements differing from the foregoing may be instituted to ensure that the necessary information is available on a timely basis.

12.2 Union Security and Check off

12.2.1 Except as provided in Letter of Agreement No. 3, all employees shall, as a condition of employment and/or continuing employment, be members or obtain membership in the appropriate Union of the Council, and maintain such membership in good standing.

12.2.2 The Contractor shall, at the time of hire, advise all employees who are not members of the appropriate Union that they are required to secure such membership within thirty (30) calendar days of being hired.

12.2.3 To facilitate the obtaining of membership, employees shall sign the "Check off Authorization" form, a copy of which is attached as Schedule B of this Agreement.

12.2.4 The Council shall be responsible for:

a) Obtaining the employee's written authorization for membership in the appropriate Union;

b) Obtaining the employee's signature in respect of the Check off Authorization;
c) Submitting an executed copy of the Check off Authorization to the Contractor, which shall detail the arrangements made with the employee in respect of payment of any initiation fees.

12.2.5 The assignment of Union initiation fees, assessments and dues, and the per capita tax of the Council shall be irrevocable during the term of this Agreement.

12.2.6 Union dues and Council assessments shall be effective from the date of hire.

12.2.7 The Contractor shall make deductions from wages in respect of:

a) Union dues and assessments due to the appropriate Union;

b) Assessments due to the Council which shall be consistent with its Constitution and By Laws;

c) Initiation fees: the arrangements for the deduction of initiation fees shall be that stipulated in the Check off Authorization, but subject to the option referred to in 12.2.13 which is available to certain Trainees and Northern Residents, and the provisions set out in Article 2.9.

12.2.8 During the second week of each month, the Contractor shall transmit the monies deducted from employees up to the end of the preceding pay period. Union dues, assessments and initiation fees shall be forwarded to the officials designated by each Union. Council assessments shall be forwarded to the designated official of the Council.

12.2.9 Monies forwarded to each Union shall be accompanied by documentation, which shall state:

a) The name of the employee on whose behalf the deduction was made;

b) The individual amounts deducted in respect of dues, assessments and/or initiation fees.

12.2.10 Monies forwarded to the Council shall be accompanied by a list of employees, segregated on a trade basis, stating the amount deducted from each employee in respect of Council assessment and the Social Insurance Number.
12.2.11 The aforementioned deductions shall be consistent with Schedule C of this Agreement. The Council shall advise the Contractor and the Association, in writing, of any changes to applicable dues, assessments and initiation fees. This notification shall be provided at least fifteen (15) working days prior to the requested implementation date of any such change, otherwise the changes will be deemed to be effective for the pay period immediately following the date notification is received.

12.2.12 Where a training program is conducted on the Project Site, the following definitions shall apply in respect of this Agreement:

a) A person involved in an "on the job training program" shall be deemed to be an employee on the first day he is on the payroll of the Contractor;

b) A trainee, other than a trainee employed by a Contractor, who is participating in a training program on the Project which is operated and sponsored by the Government of Canada or the Manitoba Government or a department or agency of either, shall be deemed not to be an employee.

12.2.13 A trainee, as referred to in 12.2.12 (b), who is subsequently hired by a Contractor, or a Northern Resident (other than a Northern Aboriginal who is covered under Article 2.9), shall have the option of paying the required initiation fees on the following basis, provided such employees have not previously been members of a Union covered by this Agreement:

a) In accordance with the arrangements extended to other employees;

or

b) At the employee's request, the Check off Authorization shall reflect the following schedule of deductions:

i) Where the initiation fee is one hundred dollars ($100.00) or less the appropriate amount shall be deducted from the employee's pay on the first full pay period following the acquiring of membership in the Union;

ii) Where the initiation fees are in excess of one hundred dollars ($100.00), an amount of one hundred dollars ($100.00) shall be deducted from the employee's pay on the first full pay period following the acquiring of membership in the Union and the applicable remaining amount in four equal installments on subsequent full pay periods.
12.3 Transfer Provision

12.3.1 A Contractor who is signatory to a construction collective agreement may request that certain persons in the employ of that Contractor be transferred to a Project covered by this Agreement. This provision shall only apply for purposes of securing:

a) Supervisory personnel covered by this Agreement;

b) Personnel with skills of a specialized nature;

c) Personnel with skills necessary for the effective operation of a Contractor's on the job training program;

d) Key personnel required for work on contracts of short duration and in which the craft or skills required to perform the work are generally limited to one or two trades.

12.3.2 A request for a transfer must be submitted to the Council and the Association, in writing, at least five (5) working days in advance of the time the person is required on the Project.

12.3.3 The transfer request shall indicate the following:

a) The name, social insurance number and trade qualifications of the person to be transferred;

b) The Appendix in this Agreement under which the person to be transferred would be working, and the corresponding classification;

c) Related experience relative to 12.3.1 (a), (b) or (c), as the case may be.

12.3.4 The Council shall consult with representatives from the applicable Local Union and within three (3) working days from the date of receipt of the transfer request, the Contractor shall be advised of the respective positions of the Association and the Council; and,

i) if the Council and Association mutually agree that the transfer meets the provisions of this Article, then the Contractor may proceed with the transfer;

or
Burntwood Nelson Agreement

ii) if the Council and Association mutually agree that the transfer does not meet the provisions of this Article, then the Contractor will be obliged to follow the procedures set out in Article 12.1.1;

or

iii) if either the Council or the Association does not agree that the transfer is in accord with the provisions of this Article, then the Contractor may refer the matter to the President of the Council and the Managing Director of the Association, or their respective delegates, who shall meet and attempt to resolve same. If agreement cannot be reached, the Contractor may request that the matter be resolved in accordance with Article 31.

12.3.5 When a person is transferred, the Association shall notify M.A.E.T. of the name and classification.

12.4 Lay-off and Recall Provisions

12.4.1 Lay-Off

12.4.1.1 Subject to the provisions of Article 12.4.1.2, when a reduction in the Contractor's work force is to be instituted, the Contractor shall lay-off employees, by classification, as follows:

a) Firstly, employees who at the time of hire were not residents of the Province of Manitoba;

b) Secondly, residents of the Province of Manitoba, other than the Manitoba residents set out in (c), (d), & (e) below;

c) Thirdly, Northern Residents, other than Northern Residents set out in (d) & (e) below;

d) Fourthly, Northern Aboriginals other than those Northern Aboriginals set out in (e) below;

e) Northern Aboriginals referenced in Article 12.1.1.3 a).

12.4.1.1.1 Where classifications in any Appendix have been grouped, either on a capacity basis or because they are subject to a common wage rate, each classification in the group shall be dealt with as a separate classification.

12.4.1.2 The order of lay-off set out in Article 12.4.1.1 shall be followed except:
a) when an employee to whom continuing employment preference is intended 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;

b) When the progress and efficiency of the work would be significantly adversely impacted, the effects of which would not be short term, because of the resultant reallocation of employees to different work locations;

c) when an employee is hired in accordance with the provisions of Article 12.3, or when an employee is covered by the provisions of Article 6.3;

d) when the Contractor elects to retain the services of an employee who has been employed with the Contractor on the Project for more than twelve (12) months during the past eighteen (18) months, provided the retention of such an employee would not result in the lay-off of another employee who also has more than twelve (12) months of employment during the past eighteen (18) months and to whom employment preference is intended in accordance with Article 12.4.1.1.

12.4.2 Lay-Off Subject to Recall

12.4.2.1 The provisions in this Article may be used by the Contractor to facilitate the re-employment of an employee whose lay-off has been precipitated by breakdowns, shortages of materials or parts, or changes in the construction schedule, scheduled or unscheduled cessation of work, or other like conditions, and there is a reasonable likelihood the employee will be re-employed for purposes of continuing the work to which he was assigned at the time of lay-off.

12.4.2.2 Pursuant to 12.4.2.1 an employee who was a Manitoba Resident at the time of hire 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 the appropriate Local Union and M.A.E.T. and;
b) The recall is initiated by the Contractor prior to the expiry of 120 calendar days measured from the date of lay-off.

12.4.2.3 When more than one employee in a particular classification (i.e. classifications as set out in the Appendices) is on lay-off subject to recall and,

a) Such employees are involved in a common or collective work assignment, and;

b) Such employees are not recalled on the same date.

Then the order of recall shall be the same as the order of employment preference set out in Article 12.1., except when all such employees are scheduled to be recalled within a period not exceeding twenty-eight (28) calendar days, from the date of the first recall, in which case recalls may occur on a non-preferential basis.

12.4.2.4 To initiate the recall mechanism, the Contractor shall contact M.A.E.T. and provide the name, address and telephone number of the person to be recalled.

12.4.2.5 M.A.E.T. shall contact the person and notify the appropriate Local Union and the Council that this person is to be re-employed.
ARTICLE 13 - NORTHERN RESIDENTS AND NORTHERN ABORIGINALS

13.1 When the term Northern Aboriginal is used in this Agreement, it shall mean status Indians, Métis, non-status Indians, and Inuit who qualify as Northern Residents in accordance with the definition set out in Article 13.2.

13.2 For purposes of this Agreement and subject to the provisions set out below, a person shall be deemed to be a Northern Resident if the person has resided in that part of Manitoba north of the Boundary as set out in Schedule D for:

a) A period of five (5) years accumulatively, or more;

and

b) A period of six (6) consecutive months, or more, immediately prior to being referred to employment or re employment without being absent during that six (6) month period from the employment preference zone for more than six (6) weeks accumulatively, except as may be provided for in Article 13.5, 13.6, and 13.7.

13.3 Time spent in employment on the Project shall not be counted towards the acquiring of Northern Residency status pursuant to the provisions of Article 13.2.

13.4 A Northern Resident who is absent from the employment preference zone, referred to in Article 13.2, for a period not exceeding six (6) weeks accumulatively, during the six (6) month period immediately prior to referral for employment shall continue to be considered a Northern Resident.

13.5 A person who is absent from the employment preference zone for a period of more than six (6) weeks accumulatively, during the six (6) month period immediately prior to referral for employment, for purposes of receiving medical treatment or for purposes of attending a recognized educational institution, and except for such absence would otherwise qualify as a Northern Resident, shall continue to be considered a Northern Resident.

13.6 A person who; a) qualified as a Northern Resident, was employed on the Project as an apprentice and was laid off, and b) for the purposes of employment and/or training related to that apprenticeship was absent from the employment preference zone for a period not exceeding 180 (one-hundred & eighty) calendar days measured from the date of lay-off and c) except for b) above would otherwise have qualified as a Northern Resident and d) is a member in good standing of the applicable local union (this will require union confirmation if that person’s name does not appear on the monthly union listing), shall continue to be eligible for Northern Residency employment preference for purposes of re-employment as an apprentice in the trade in which that person was formerly employed.
13.7 A person who qualified as a Northern Aboriginal and successfully completed a recognized Pre-Project Training program sponsored by Manitoba, Canada, and/or Manitoba Hydro, and who left the employment preference zone for a period not exceeding ninety (90) calendar days in order to gain relevant work experience, shall continue to be considered a Northern Aboriginal.

13.8 A person who attends a designated office of M.A.E.T. for purposes of registering for possible referral to employment on the Project, and who considers himself to be a Northern Aboriginal or Northern Resident as defined in this Agreement, shall, on request of M.A.E.T., provide reasonable proof of having met the requirements.
ARTICLE 14 - PAYMENT OF WAGES

14.1 Wages shall be paid either weekly or biweekly, by cheque or direct deposit.

14.2 Where the Contractor elects to pay on a weekly basis, wages shall be paid every Thursday, during working hours, and shall include all wages earned up to and including the previous Friday.

14.3 Where the Contractor elects to pay on a biweekly basis, wages shall be paid every second Thursday, during working hours, and shall include all wages earned up to and including the previous Friday.

14.4 Contractors shall advise the Association and the Council, prior to the commencement of work, if paydays will be implemented weekly or biweekly. In either case, the practice adopted by a Contractor shall apply to all his employees.

14.5 An employee shall be provided with a dated statement of earnings, itemized deductions, and hours worked, when wages are paid.

14.6 A new or rehired employee, after working six (6) days on the Project Site, shall be given an advance of one hundred dollars ($100.00) provided the employee has requested this at the time of arrival on Site.
ARTICLE 15 - HOURS OF WORK AND COFFEE BREAKS

*** Note – See Letter of Agreement #2, for additional information regarding Article 15.1
*** Note – See Letter of Agreement #37, for additional information regarding Article 15.1
*** Note – See Letter of Agreement #55, for additional information regarding Article 15.5

(Work Breaks)

15.1 Except as provided in Appendix 1a, due to the nature of the Project, employees will normally be required, if directed, to work up to ten (10) hours per day for six (6) days per week. Unless otherwise provided in the Appendices, Sunday will normally be a day of rest.

15.2 Compensation for hours worked shall be in accordance with the provisions of the Appendices, except as follows: when an employee misses a regular shift or portion thereof during the period Monday to Friday (or the first to the fifth working day, as the case may be) of that work week, and such absence was unauthorized [e.g. not on a leave of absence, Isolation Leave, vacation, or not covered by the provisions of Article 9.3 (e)], 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 that were available to be worked in the work week.

15.3 The hours of work per day and the number of days of work per week, as set out in the Appendices are not guaranteed.

15.4 Employees shall be at their places of work at regular starting times and shall remain working until regular quitting time, unless otherwise directed by the Contractor.

15.5 An employee shall be provided two (2) coffee breaks per shift, once in the first half of the shift and once in the second half of the shift, each of which shall not exceed ten (10) minutes in duration. The specific timing of coffee breaks shall be determined by the Contractor. Such breaks shall be taken at the employee's work station, except where the Contractor determines that working conditions makes this impractical in which case the Contractor will designate an alternate location.

15.6 An employee will be provided an unpaid lunch break during the shift, which shall not be less than forty-five (45) minutes in duration. The timing and duration of the lunch break will be designated by the Contractor.
ARTICLE 16 - REPORTING TIME

16.1 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 any other reason 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.

16.2 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.

16.3 When an employee is notified at the marshalling point, designated by the Contractor, that no work is available on that day, the employee shall not be eligible for reporting pay.

16.4 In the event work is cancelled by the Contractor after an employee has gone beyond the marshalling point, he/she shall receive a minimum of three (3) hours pay at his/her straight time rate.
ARTICLE 17 - STATUTORY AND GENERAL HOLIDAYS

*** Note – See Letter of Agreement #11, for additional information regarding Article 17.1 and 17.3 (Louis Riel Day)

17.1 The following shall be observed as Holidays each year:

| New Year's Day | Canada Day       | Thanksgiving Day |
| Good Friday    | Labour Day       | Christmas Day    |
| Victoria Day   | Remembrance Day  | Boxing Day       |

17.2 No work shall be done on Labour Day except in an emergency as necessary for the protection of life and property.

17.3 Any other day, which is proclaimed by the Federal or Provincial Government as a Holiday, shall also be observed.
ARTICLE 18 - SAFETY

18.1 All Regulations of the Workplace Safety and Health Act and all safety regulations established by the Contractor shall be complied with at all times.

18.2 Each Contractor shall establish a safety committee to consist of representatives of the Contractor and an employee designated from each trade in his employ.

18.3 To promote, coordinate and facilitate the implementation of safety initiatives on a Project basis, a Project Safety Committee shall be established. This Committee shall consist of not less than four (4) or more than twelve (12) persons, of whom half shall include the Site Representative of the Council and employees of the Contractors.

18.3.1 The Site Representative of the Council shall coordinate and assist in the selection of employee representatives.

18.3.2 The Management members shall consist of representatives of prime Contractors (those Contractors with direct contractual arrangements with Manitoba Hydro), a representative from Manitoba Hydro, and the Site Representative of the Association. The Council shall appoint its Chairperson from the employee representatives serving on the Committee, and the Management members shall appoint their Chairperson. The respective Chairpersons shall chair alternate meetings.

18.3.3 The Committee shall meet at least every two (2) months, however, if conditions warrant, a meeting may be convened at any time, at the request of either Chairperson, or the Site Representative of either the Council or the Association. Minutes of each meeting shall be prepared which shall record in appropriate detail:

   a) The issues discussed;

   b) Any recommendations of the Committee;

   c) Whether or not the issues have been resolved to the satisfaction of the Committee.

18.3.4 Unless otherwise agreed to by the Chairpersons, minutes of meetings shall be prepared, on an alternate basis, by the Site Representative of the Council and Association, respectively. Copies of the minutes shall be posted and appropriately distributed.
18.4 To benefit the overall program of accident control any unsafe conditions, unsafe acts and violations of safety 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.

18.5 An employee shall accept responsibility for the safety equipment issued to him by the Contractor. An employee shall report the loss or damage of this equipment to his superior. An employee may be charged for the loss or damage to this equipment if he has been negligent.

18.6 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association.

18.7 Every employee shall own and wear suitable protective footwear and other personal equipment required in the normal course of duties. Special protective clothing may be required for abnormal conditions, for which provisions are made in the applicable Appendices.
ARTICLE 19 - TRANSPORTATION AND TRAVEL TIME, ISOLATION LEAVE, LEAVES OF ABSENCE AND CHRISTMAS LEAVE PROVISIONS

*** Note – See Letters of Agreement #5, #26, #27, #36, and #53, for additional information regarding Article 19.2 (Isolation Leave)

Transportation Departure Point and Project Transportation Point

For purposes of this Article, a Transportation Departure Point (T.D.P.) and the Project Transportation Point (P.T.P.) shall be determined and/or defined as follows:

<table>
<thead>
<tr>
<th>Location of a Person's Normal Place of Residence</th>
<th>T.D.P. or Method of Determining T.D.P.</th>
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</thead>
<tbody>
<tr>
<td>a) Where a person's normal place of residence at time of hire or rehire is located in that part of Manitoba south of the 52nd parallel on the west side of Lake Winnipeg, or south of the 53rd parallel on the east side of Lake Winnipeg, but including the Community of Poplar River.</td>
<td>Winnipeg</td>
</tr>
<tr>
<td>b) Where a person's normal place of residence at time of hire or rehire is located, in Manitoba, in an area, other than the area described in (a) above.</td>
<td>The community or location closest to a person's normal place of residence at time of hire or rehire which is serviced by at least one (1) mode of public transportation, (i.e. regularly scheduled rail, bus or air) which itself, or in combination with other modes of public transportation, provides access to the Project Transportation Point (P.T.P.) (See definition of P.T.P. set out below).</td>
</tr>
<tr>
<td>c) Where a person's normal place of residence at time of hire or rehire is located outside of Manitoba.</td>
<td>Winnipeg, except if that person's normal place of residence is located in an adjacent province or territory, and is also located closer to a T.D.P. located within the area described in (b) above, in which case the closest T.D.P. will be utilized.</td>
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</table>

The Project Transportation Point (P.T.P.) will be that community or location in Manitoba which is:

i) Closest to the Project Site and;

ii) Served by regularly scheduled air transportation from Winnipeg and;

iii) Accessible by air or road or rail to the Project Camp Site.
19.1 **Transportation and Travel Time**

19.1.1 Transportation and travel time shall apply as provided in this Article, except as otherwise provided in Article 19.2.4.

19.1.2 **Transportation on Hire or Rehire**

19.1.2.1 **Employee's or Prospective Employee's Responsibility Relative to Transportation**

Each person will be responsible for arranging and providing transportation from that person's place of residence to that person's T.D.P., and return.

19.1.2.2 **Contractor's Responsibility Relative to Transportation**

The Contractor shall provide transportation for a person and his required tools as follows, subject to 19.1.2.3.

a) **When Winnipeg is the Transportation Departure Point**

The Contractor shall arrange and pay for air transportation, including all taxes and fees, if any, associated therewith, from Winnipeg to the P.T.P. in which case the provisions of Article 19.1.2.4 shall apply;

b) **When the Transportation Departure Point Is Other Than Winnipeg**

The Contractor shall pay for transportation, including all taxes and fees, if any, associated therewith, by bus, rail or air, or a combination thereof if required, from the applicable T.D.P.:

i) To the P.T.P., in which case the provisions of Article 19.1.2.4 shall apply;

or

ii) To the Project Camp Site.

If more than one type of transportation mode is available, the type of transportation to be utilized shall be decided by the Contractor.
c) When a Prospective Employee Requests to Provide His Own Transportation to the Project Camp Site

Provided the Contractor agrees, a person may elect to provide his own transportation (including transportation of the person's tools) to the Project Camp Site for which he will be reimbursed, on his first regular pay, an amount calculated in accordance with the following:

As of February 3, 2019, thirty-seven cents ($0.37) multiplied by the road distance in kilometers, by the most direct route, between:

i) A person's normal place of residence and the Project Camp Site;

or

ii) That person's T.D.P. and the Project Camp Site.

whichever is the shorter distance, to a maximum of one thousand (1000) kilometers.

Effective January 1, of each year, the rate referred to above shall be adjusted in accordance with the following formula:

\[
\text{Regular Bus Fare - Wpg. to Thompson - Jan. 1 - Current Year x } 0.28 \text{¢ } / 0.28 \text{¢ / $86.40 (April 30 2003 Greyhound rate)}
\]

\[
= \text{ new rate (rounded to nearest one cent)}
\]

The new rate shall be effective on February 1st of the current year. At least ten (10) calendar days in advance of this date, the Association will advise the Council, in writing, of the new rate.

19.1.2.3 Maximum Transportation Costs Payable

The Contractor's cost of providing one way transportation pursuant to the provisions of Article 19.1.2.2(b) shall not exceed the cost of one way economy air-fare on a regularly scheduled flight from Winnipeg to the P.T.P., in effect on the day the person travels.
19.1.2.4 **Transportation From the Project Transportation Point (P.T.P.)**

Except in the case of 19.1.2.2(b)(ii) and 19.1.2.2(c), the Contractor shall provide transportation from the P.T.P. to the Project Camp Site including the transportation of any required tools. If such transportation is not readily available and it is necessary for the person to purchase meals and/or overnight accommodation at the P.T.P., he will be reimbursed by the Contractor, on the presentation of receipts, for reasonable out of pocket expenses for meals and accommodation, provided he has notified the Contractor on his arrival at the P.T.P. Such expenses shall be paid to an employee on his first regular pay.

19.1.2.5 **Travel Time**

Subject to 19.1.2.6, a person directed by the Contractor to travel to the Project Site shall be paid for his travel time at the employee's straight time rate.

19.1.2.5.1 Except as otherwise provided in 19.1.2.5.2 and 19.1.2.5.3 below, the amount of travel time to be paid shall be the lesser of:

i) Actual travel time from the person's T.D.P. to the Project Camp Site;

or

ii) The normal equivalent of scheduled air transportation travel time, plus an extra one-half (1/2) hour for clearing security and boarding, from Winnipeg to the P.T.P., and the normal equivalent of travel time from the P.T.P. to the Project Camp Site.
In the case of a person whose T.D.P. and P.T.P. are the same, travel time shall be:

i) Actual travel time from the P.T.P. to the Project Camp Site when the Contractor provides the transportation;

or

ii) The normal equivalent of travel time from the P.T.P. to the Project Camp Site when a person provides his own transportation, as the case may be.

When the Contractor provides transportation from the P.T.P. to the Project Camp Site as set out in Article 19.1.2.4., travel time shall apply for any delay in the provision of this transportation, however, if this occurs, the total amount of travel time to be paid from the T.D.P. to the Project camp site shall not exceed eight (8) hours.

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 twenty (20) calendar days measured from the date of arrival at the Project Camp Site. Travel time shall be paid and included with the employee's first pay which occurs subsequent to the twenty (20) calendar day period, except in the case of a lay-off occurring prior thereto, in which case the travel time shall be paid and included with the employee's final pay.

Deduction of Transportation Costs and Expenses

An employee must be employed at the site for a minimum of thirty (30) calendar days, unless laid off by the Contractor, otherwise the transportation costs incurred by the Contractor pursuant to the provisions of Article 19.1.2.2(a) or (b) or (c), as the case may be, and Article 19.1.2.4 will be deducted from the employee's final pay.

Lay-off

When an employee is laid off, the Contractor shall provide transportation for the employee and the employee's required tools, as follows:
a) **An employee with a Winnipeg T.D.P.:**

Such an employee shall have the option of being treated in accordance with the provisions of Article 19.1.2.2(a) in respect of transportation (except the transportation to be provided shall be from the Project Camp Site to Winnipeg) and Article 19.1.2.5.1 in respect of travel time, or the employee may elect to provide his own transportation from the Project Camp Site in which case he will be reimbursed an amount calculated in accordance with the provisions of Article 19.1.2.2(c) and paid travel time in accordance with the provisions of Article 19.1.2.5.1.

b) **An employee with other than a Winnipeg T.D.P.:**

Such an employee shall have the option of being treated in accordance with the provisions of Article 19.1.2.2(b) in respect of transportation (except the transportation to be provided shall be from the Project Camp Site to the employee's T.D.P.) and Article 19.1.2.5.1 or 19.1.2.5.2, as applicable, in respect of travel time, or the employee may elect to provide his own transportation from the Project Camp Site in which case he will be reimbursed an amount calculated in accordance with the provisions of Article 19.1.2.2(c) and paid travel time in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as applicable.

The reimbursement amounts and travel time in (a) and (b) above shall be included on the employee's final pay.

19.1.3.2 **When laying off employees, the Contractor shall not make any distinction between employees, in similar classifications, who have taken Isolation Leave and those who have not taken Isolation Leave provided the duration of their employment on the Project Site is equal.**

19.1.4 **Resignation and Discharge**

19.1.4.1 An employee who terminates his employment of his own volition or who is discharged by the Contractor shall be provided with transportation as follows:

a) **To the departure point of the public transportation, if public transportation (rail, bus or air) is available at the Project Camp Site;**
or

b) To the P.T.P., if public transportation is not available at the Project Camp Site.

For the provision of transportation to the P.T.P., the Contractor may deduct from the employee’s final pay, an amount equal to the road distance in kilometers between the Project Camp Site and the P.T.P. multiplied by the prevailing per kilometer rate in effect pursuant to Article 19.1.2.2(c).

19.1.4.2 When an employee who is eligible for Isolation Leave resigns, the provisions of Article 19.2 in respect of transportation shall apply for one way transportation.

19.1.4.3 When an employee is discharged and provided sufficient funds are owing to the employee, the Contractor, on request, shall provide an advance equal to the cost of transportation to the employee's T.D.P. to a maximum of the cost of one way air fare on a regularly scheduled flight between the P.T.P. and Winnipeg.

19.2 Isolation Leave (Return Transportation Time Periods)

***See Letters of Agreement #5, #26, #27, #36, and #53

19.2.1 Frequency of Isolation Leaves

19.2.1.1 Frequency When Isolation Leave Frequency Is Not Stipulated In An Appendix

An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an Isolation Leave after forty (40) calendar days.

19.2.1.2 Frequency When Isolation Leave Provisions Are Set Out In An Appendix

Subject to Article 19.2.1.3, the frequency of Isolation Leaves for an employee working on the Project and covered by an Appendix which contains Isolation Leave provisions shall be that stipulated in the Appendix.
19.2.1.3 Limitation Relative to Frequency of Isolation Leaves

Notwithstanding any other provisions set out in this Agreement, the time period between Isolation Leaves may be greater than but shall not be less than thirty-five (35) calendar days.

19.2.1.4 Make up of Calendar Day Periods

The calendar day periods as set out above or in the Appendices shall be computed on the following basis:

a) A period shall commence from and include the day the employee arrives on the Project Site following hire, rehire, recall, an Isolation Leave or a Leave granted under the provisions of Article 19.3.2;

b) A period shall not include any calendar days on which the employee does not report to work excepting and limited to the conditions set out in Article 9.3(b), (c) and (d), and Article 9.3(e) to a maximum of three (3) calendar days.

19.2.1.5 Duration of Isolation Leave

When an employee is eligible for and opts to take an Isolation Leave, the employee shall be granted a minimum of six (6) working days as leave without pay. However, at the option of the employee, the leave of absence without pay may be for less than six (6) working days but not less than three (3) working days, except when the Contractor and the employee mutually agree that the leave will be less than three (3) days.

Additionally, provided an employee requests same in writing at least fourteen (14) calendar days prior to the commencement of his Isolation Leave, the Contractor shall grant an additional four (4) calendar days leave without pay in the following circumstances:

a) When the employee is eligible for his second consecutive Isolation Leave, and every second (2nd) consecutive Isolation Leave thereafter.

b) When the employee is eligible for an Isolation Leave but elects to continue working and to defer commencement of the Leave for a period equal to the period the employee would have otherwise been required to work to be eligible for consecutive Isolation Leave.
c) On other occasions the employee is eligible for an Isolation Leave, provided the Contractor and employee mutually agree.

19.2.1.6 Requirement to Notify Contractor

To allow the Contractor sufficient time to plan for accommodating Isolation Leaves and for meeting the requirements of Article 19.2.3, an employee shall obtain and submit a completed Isolation Leave Form at least five (5) working days in advance of the completion of a tour of duty, or in the case of an employee electing to delay the commencement of his Isolation Leave, at least five (5) working days prior to the date the employee intends to commence his Isolation Leave.

If such notification is not provided, the Contractor may request an employee to provide the required notification and to schedule the commencement of his Isolation Leave to conform with such notification.

Isolation Leave Forms will be provided by the Contractor. The purpose of these forms will be to confirm whether or not an employee will be taking an Isolation Leave. In the case of an employee taking an Isolation Leave, the form will confirm:

a) The date the employee is eligible for an Isolation Leave;
b) The date the employee intends to leave the Project Site;
c) The date the employee will be returning to the Project Site;
d) Transportation particulars pursuant to (b) and (c) above and Article 19.2.3.1.

Failure to submit a completed Isolation Leave Form will be deemed to be notification that the employee is opting to delay the commencement of his Isolation Leave.

19.2.1.7 Provision for Advancing or Retarding the Commencement of an Isolation Leave

To enhance the planning and execution of the work, and provided the employee is notified at least fourteen (14) calendar days prior to the completion of a tour of duty, the Contractor may request that an employee advance or retard the commencement of his Isolation Leave, by up to three (3) working days or longer than three (3) working days if such additional time is mutually agreed to by the Contractor and the employee. If this occurs any deficit or surplus
of calendar days will be taken into account during the employee's next calendar day accumulation period.

19.2.2 Failure To Return on Time From An Isolation Leave

An employee who does not return to work on the specified date following an approved Isolation Leave shall be deemed to have resigned, except where the employee at the earliest opportunity advises the Contractor of being detained en route due to a lack of transportation and, if requested by the Contractor, provides proof of same.

19.2.3 Transportation Relative to Isolation Leaves

19.2.3.1 An employee, other than an employee in receipt of the housing allowance set out in Article 10, who is eligible for an Isolation Leave and who elects to take his Isolation Leave shall be provided with the following:

a) Employees Whose Transportation Departure Point is Winnipeg

The Contractor shall provide transportation for the employee from the Project Camp Site to the P.T.P. and return, and air transportation from the P.T.P. to Winnipeg and return. However, an employee may elect to provide his own transportation from the Project Camp Site to the employee's T.D.P., and return, in which case the employee will be paid, at the time of departure, an allowance calculated in accordance with the provisions of Article 19.1.2.2(c) and the same amount on the employee's return from Isolation Leave which shall be included with his first (1st) regular pay;

b) Employees Whose Transportation Departure Point is Other Than Winnipeg

Subject to Article 19.1.2.3, the Contractor shall provide transportation for such an employee from the Project Camp Site to the employee's T.D.P., and return, as set out in Article 19.1.2.2(b). However, an employee may elect to provide his own transportation from the Project Camp Site in which case the Contractor will pay such an employee, at the time of his departure on Isolation Leave, an allowance calculated in accordance with the provisions of Article 19.1.2.2(c) and the same amount on the employee's return from Isolation Leave which shall be included with his first regular pay.
19.2.3.2  

**Transportation Relative to Employees in Receipt of Housing Allowance**

An employee who is in receipt of the Housing Allowance set out in Article 10 during any part of a tour of duty shall receive the transportation benefits set out in 19.2.3.1(a) or (b), as applicable when the employee has completed two (2) consecutive tours of duty (as defined in Article 19.2.1.1 to 19.2.1.4 inclusive) and who elects to take his Isolation Leave; and on completion of every second consecutive tour of duty thereafter.

19.2.3.3  

**Deduction of Isolation Leave Transportation Costs**

On return from an Isolation Leave, an employee must be employed at the site for a minimum of thirty (30) calendar days, unless laid off by the Contractor, otherwise the applicable amount, determined in accordance with the schedule set out below, will be deducted from the employee's final pay:

<table>
<thead>
<tr>
<th>No. Of Calendar Days of Employment Measured from the Employees return from Isolation Leave</th>
<th>Amount to be Deducted</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Less than twenty-one (21) calendar days</td>
<td>a) One-half (1/2) of the transportation costs incurred by the Contractor pursuant to Article 19.2.3.1(a) or (b), as the case may be.</td>
</tr>
<tr>
<td>b) Twenty-one (21) to thirty (30) calendar days inclusive</td>
<td>b) The amount set out in (a) above reduced by ten per cent (10%) of this amount for each calendar day of employment beyond twenty (20) calendar days.</td>
</tr>
</tbody>
</table>

19.2.3.4  

**Lay-off Prior to Isolation Leave**

If an employee is laid off subsequent to earning an Isolation Leave but before such leave is actually taken, the employee will be eligible to receive the benefits of Article 19.1.3 and will not be eligible to receive the benefits of Article 19.2.3.

19.2.4  

**Travel Time Associated With Isolation Leaves**

An employee will only be eligible for travel time associated with the taking of an Isolation Leave if the Appendix covering that employee specifically provides for the payment of Isolation Leave travel time.
19.2.5 **Employees Not Taking Isolation Leave**

Any employee who elects not to take Isolation Leave shall not be entitled to any of the transportation expenses set out in Article 19.2.

19.3 **Leaves of Absence (Other than Isolation Leaves)**

19.3.1 When an employee requests a leave of absence because of a Workers Compensation Claim, union business, or a death or illness in the family and the request is approved by the Contractor, the employee shall continue to accumulate time towards his next Isolation Leave on his return to work.

19.3.2 When an employee requests a Leave of Absence other than Isolation Leave or other than identified in 19.3.1 and the request is approved by the Contractor, the employee shall forfeit any time accrued towards his next Isolation Leave.

19.3.3 When an employee takes a leave of absence because of a Workers Compensation claim or a death or illness in the family, upon request the Contractor shall provide transportation to the P.T.P.

19.3.4 When an employee takes leave under 19.3.1 or 19.3.2 he shall provide his own transportation to and from the Project Site except as provided for in 19.3.3.

19.4 **Christmas Leave**

19.4.1 Christmas Leave shall normally be granted. The Christmas Leave period shall commence not later than December 22nd and extend to at least January 3rd. The Contractor shall provide the Association and the Council with his proposed schedule of shutdown as well as those functions that will be required to continue during this period. The schedule and list of continuing functions shall be forwarded to the Site Representative of the Council and of the Association not later than December 1st.

19.4.2 An employee who is eligible for an Isolation Leave at the time of Christmas Leave shall be provided transportation in accordance with the provisions of Article 19.2.3 and that employee shall be deemed to have taken an Isolation Leave and shall commence accruing time towards his next Isolation Leave on his return following Christmas Leave. The provisions of Article 19.2.3.3 shall apply to such an employee.

19.4.3 An employee who:

a) Is not eligible for an Isolation Leave at the time of Christmas Leave, or;
b) Is in receipt of Housing Allowance but who is not eligible, at the time of Christmas Leave, to receive the transportation benefits pursuant to the provisions of Article 19.2.3.2.

Shall be required to provide his own transportation, or the employee may request the Contractor to arrange transportation in which case the cost of providing such transportation shall be collected from the employee by a payroll deduction.

Such an employee shall continue accruing time towards his next Isolation Leave on his return from Christmas Leave.

19.5 Project Transportation Points (P.T.P.)

19.5.1 When the Contractor is required to provide transportation to and/or from the P.T.P. as set out in Article 19, it shall be provided to the location in the P.T.P. from which the employee will be arriving or departing.
ARTICLE 20 - GOVERNMENT LEGISLATION

20.1 In the event that any of the provisions of this Agreement are found to be in conflict with any applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision without in any way affecting the remainder of this Agreement.

20.2 A determination that any provision of this Agreement is found null and void or in any way conflicts with any applicable Federal, Provincial or common law in no way affects the validity of all other provisions of this Agreement.
ARTICLE 21 - TOOLS

21.1 Journeymen and Apprentices shall be required to supply the tools listed in the Appendices and/or in accordance with accepted practices.

21.2 An employee's tools shall be kept in good condition at all times.

21.3 An employee shall accept responsibility for the tools furnished to him by the Contractor. The Contractor shall inform all employees of the system to be used for the issue, control and return of tools. The Contractor shall give an employee sufficient time to put tools in their designated place. An employee shall immediately report the breakage or loss of any of these tools to his superior.

21.4 The Contractor shall provide guidance to the employees, where necessary, to promote proper use and care of the Contractor's tools.

21.5 An employee shall be held responsible for damage caused by proven misuse or abuse of the Contractor's tools. The Contractor's tools mean hand instruments and portable power tools commonly used as part of his trade and furnished by the Contractor.

21.6 An employee shall not be held responsible for normal wear and tear of tools supplied by the Contractor, provided broken or worn tools are returned.

21.7 The Contractor shall provide a securely locked facility in which employees may store their tools. The employee shall secure his tools in accordance with trade practice when stored in this facility.

21.8 Unless otherwise provided in the applicable Appendix, the Contractor shall be responsible for providing compensation, to replacement value, for tools referred to in Article 21.1 above, which have been destroyed by fire or lost by breaking and entering, while stored in the facility referred to in Article 21.7 above. Any claim for lost or destroyed tools must be submitted in writing, to the Contractor, within ten (10) calendar days of loss unless good reason can be shown for not having done so. The claim must be accompanied by a list itemizing the tools lost or destroyed, their respective value and evidence of loss.
ARTICLE 22 - WORK SITE SHELTER AND SANITARY CONDITIONS

22.1 The Contractor shall provide a clean, heated place of shelter on the work site in which employees may eat their lunch and a heated, secure area in which employees may store their clothes.

22.2 The Contractor shall be responsible for the provision, maintenance and cleanliness of sanitary facilities on the work site. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness. Sanitary facilities will be heated to a comfortable temperature during the winter months. If running water is not available, chemical hand cleaner shall be provided by the Contractor.

22.3 Sanitary conditions on the work site shall be the legitimate concern of the Project Safety Committee. Any concern over the adequacy of sanitary conditions which cannot be mutually resolved on the work site shall be referred to the Project Safety Committee for resolution. If the matter is not resolved to the satisfaction of this Committee, the Co Chairpersons shall advise the Senior Site Representative of Manitoba Hydro and the applicable Contractor(s) of the concern.
ARTICLE 23 - INJURIES ON THE JOB

23.1 An employee, who is injured during the performance of his work shall suffer no loss of pay for the time he was required to be absent on that shift to receive medical or first aid treatment.

23.2 An employee, who as a result of an injury incurred in the performance of his work requires medical attention off the work site, and due to the injury, is unable to return to work on that day, shall be paid to the end of the full shift on which he was injured. The Contractor may require that a medical certificate be furnished confirming that the employee was unable to return to work on that day.

23.3 The Contractor shall direct the employee's foreman or steward to gather the injured employee's tools and place them in his tool box and store same in a securely locked facility.

23.4 The employee must report to the Contractor, at the first opportunity, any accident or injury.

23.5 If transportation is required to take an injured employee from the work site to the closest first aid or medical facility, and return following receipt of treatment therefrom, it shall be provided by the Contractor.
ARTICLE 24 - BULLETIN BOARDS

24.1 The Council may post notices about union activities on the bulletin boards designated for their use. Notices shall be signed by the appropriate official of the Council.
ARTICLE 25 - STANDARD OF WORK AND LIMITATIONS

25.1 There shall be no limit on production of employees nor restriction on the full use of proper tools or equipment and there shall not be any task work or piecework.
ARTICLE 26 - TERMINATION OF EMPLOYMENT

26.1 Resignation

26.1.1 An employee who intends to resign shall provide the Contractor with at least one (1) hour's notice.

26.1.2 If the employee provides the Contractor with at least eight (8) calendar days notice, the Contractor shall pay the employee and issue his Separation Slip on the employee's last scheduled day of work. Pay shall include all wages and Vacation and Statutory Holiday Pay owing to the employee.

26.1.3 Article 26.5.1.1 shall apply in instances where the employee does not provide eight (8) calendar days notice.

26.2 Discharge and Lay-Off

26.2.1 The Contractor shall give an employee one (1) hour's paid notice of lay-off.

26.2.2 An employee who is discharged by the Contractor shall receive one (1) hour's pay in lieu of notice.

26.2.3 For the one (1) hour's pay relative to discharge and lay-off, the employee shall pack his tools and:

   a) Follow the Contractors clearance procedures in accordance with 26.3 and;

   b) In the case of camp residents, obtain a camp clearance slip in accordance with 26.4.

26.3 Contractor's Clearance

26.3.1 The Contractor shall advise all employees of the system to be followed for the return of the Contractor's equipment, tools or other issued items at the time of termination of employment.

26.4 Camp Clearance

26.4.1 An employee residing in the camp shall return the following items to the designated office of the Camp Operator following termination of employment:

   a) Bedding/equipment issued to the employee for which a receipt will be issued;

   b) The employee's room key for which the key deposit shall be refunded.
26.4.2 Concurrently, the Camp Operator shall issue a Camp Clearance Slip to the employee which must be presented to the Contractor.

26.5 **Issuance of Pay and Record of Employment**

26.5.1 Provided an employee has complied with the Contractor's clearance system, and in the case of a camp resident has obtained a Camp Clearance slip, the Contractor shall:

26.5.1.1 In the case of resignation and discharge:

a) Issue the employee's Record of Employment and;

b) Pay the employee all monies owing or alternately mail the employee's pay cheque within four (4) working days from the date of termination. In the latter case, the employee's pay shall be forwarded by registered mail, addressed as directed by the employee.

26.5.1.2 In the case of Lay-Off:

a) Issue the employee's Record of Employment and;

b) Pay the employee all monies owing.

26.6 If for any reason an employee's Record of Employment cannot be issued by the Contractor at the time of termination, the Contractor shall forward the Record of Employment:

a) With the employee's paycheck where same has not been issued at Site;

b) Within four (4) working days where the employee was paid at the time of termination. The Record of Employment shall be forwarded by registered mail, addressed as directed by the employee.

26.7 If transportation is not available from the Project Site at the time of termination of employment, the former employee may continue to receive room and board in the camp until transportation is available.

26.7.1 If the employee has been laid off, there will be no charge for this room and board.

26.7.2 In the event of discharge or resignation, the former employee will be charged for this room and board at a cost to be set by the Camp Operator.
ARTICLE 27 - APPENDICES

27.1 The wage rates and conditions set out in the Appendices shall apply to work under this Agreement.

27.2 Wage rates and those special conditions which are defined in the clause "Escalation and Reference" in each Appendix will be adjusted in accordance with Article 30.

27.3 Notwithstanding the "Escalation and Reference" provisions set out in each Appendix, conditions of employment which would otherwise qualify as an escalatory item shall not be introduced or escalated in this Agreement, if the application of such conditions of employment would effectively only apply to work under this Agreement.

27.4 The provisions and intent of Articles 9 and 10 of this Agreement shall not be altered as a result of the "Escalation and Reference" provisions set out in each Appendix.
ARTICLE 28 - ADDITIONAL CLASSIFICATIONS

28.1 Either a Contractor or a Local Union may request the establishment of a new classification in an Appendix. Such a request shall be in writing, to the President of the Council and the Managing Director of the Association, and particulars shall be provided as to the necessity of establishing a new classification.

28.2 The President and Managing Director will arrange for a meeting of the Joint Appendix Review Committee (J.A.R.C.) (see Article 30) and this meeting shall be held within ten (10) working days from the date of receipt of the written request, or as otherwise mutually agreed to. The J.A.R.C. will consider whether or not a new classification should be established and if so, the wage rate for such a classification and its effective date, however such effective date shall not be earlier than the date the request was received by the J.A.R.C.

28.3 If the J.A.R.C. is unable to agree on the issues referred to in Article 28.2, the provisions of Article 31 shall be followed.
ARTICLE 29 - AGREEMENTS BEING USED FOR REFERENCE PURPOSES

29.1 Where a collective agreement(s) is referred to in the Escalation and Reference Section of an Appendix, and by virtue of the provisions of that Section, certain terms and conditions of employment in that agreement(s) are used to adjust corresponding terms and conditions in the Appendix, such an agreement(s) shall be known as an 'agreement(s) being used for reference purposes'.

29.2 If during the term of this Agreement, an agreement(s) being used for reference purposes ceases to exist, the Joint Appendix Review Committee shall meet within thirty (30) calendar days from the date of notification from either Party for purposes of establishing new or revised reference provisions for that Appendix. If agreement cannot be reached, the procedure set out in Article 31 shall be followed.
ARTICLE 30 - ADJUSTMENT OF APPENDICES

30.1 Adjustments to Appendices shall be made in accordance with the Section "Escalation and Reference" in each Appendix of this Agreement.

30.2 A Joint Appendix Review Committee shall be established and comprised of an Association Appendix Review Committee and a Council Appendix Review Committee each consisting of up to three (3) members of the Association and Council, respectively. Each committee shall appoint its own chairperson. The Association Appendix Review Committee and the Council Appendix Review Committee may each appoint an “Industry Advisor” and a “Council Advisor”, respectively, who may attend any meetings convened to consider any matters in respect of the adjustment of an Appendix.

30.3 The Association Appendix Review Committee and the Council Appendix Review Committee are authorized, as agents, to execute on behalf of the Association and the Unions, respectively, any adjustment authorized by virtue of this Article, including any adjustment that embodies the award of a Mediator appointed under the provisions of Article 31.

30.4 The following procedure shall be followed when adjustments are to be considered pursuant to the clause "Escalation and Reference" in each Appendix of this Agreement.

30.4.1 Upon the signing of a new agreement(s) being used for reference purposes, the Council shall forthwith notify the Association Appendix Review Committee in writing of any conditions of employment eligible for adjustment in the applicable Appendix, and at the same time the Council shall provide the Association with a copy of the said agreement(s). If necessary, at the request of either Committee, the Joint Appendix Review Committee shall meet, within ten (10) days following receipt of the request to meet, for purposes of resolving any matter in dispute relative to the adjustment of an Appendix.

30.4.2 To avoid undue delays in implementing changes to conditions of employment that the Parties have agreed to, an Appendix may be adjusted (and then executed and distributed) to include only such agreed changes on condition the Appendix would be subject to further adjustments, if required, to accommodate the award of a mediator. (see Article 31).

30.4.3 Notwithstanding any other provision in this Agreement, in the event of a strike or lockout by the Parties signatory to the agreement(s) being used for reference purposes, the effective date of any term or condition of employment eligible for adjustment will be the date of signing of the agreement being used for reference purposes or a memorandum of agreement related thereto, whichever is the earlier, when retroactivity, relative to these dates, is provided in the agreement being used for reference purposes.
30.5 Should the Joint Appendix Review Committee be unable to agree on adjustments regarding wage rates or other conditions of employment eligible for adjustment, the procedure in Article 31 shall be followed.

30.6 The processes set out in this Article shall not be considered to be notice by the Parties pursuant to the provisions of Section 61(3) of the Labour Relations Act of Manitoba.
ARTICLE 31 - MEDIATION

31.1 The procedure set out below shall only be followed when the Association or the Council (including their respective Appendix Review Committees) are unable to reach agreement on the issues or conditions specifically referred to in the Articles of this Agreement as being eligible for mediation under this Article 31.

31.2 Either the Association or the Council shall, within ten (10) days following their last meeting, notify the other in writing of its intention to refer a matter to mediation.

31.3 Within five (5) working days following receipt of the notice, the parties shall meet:
   a) To appoint a Mediator;
   b) To attempt to commit to writing:
      i) The points that have been agreed upon;
      ii) The points that have not been agreed upon.

If the parties are unable to agree upon a single Mediator, then the Minister of Labour for the Province of Manitoba shall be requested to appoint the Mediator.

31.4 The Mediator shall call a meeting within fourteen (14) days following his appointment. The parties shall present evidence and argument to the Mediator, without representation by counsel. The Mediator shall render his award and serve it upon the Parties within thirty (30) working days following this meeting.

31.5 The award of the Mediator shall be final and binding upon the Parties, and implemented within ten (10) working days after the day on which it was served upon the Parties.

31.6 The Mediator shall not be authorized to extend, modify or amend this Agreement, other than the issues or conditions referred to in 31.1, or any part of an Appendix, other than the items referred to in the clause "Escalation and Reference" in each Appendix.

31.7 The expenses of the Mediator and the mediation meeting facilities shall be shared equally by the Council and Association, and each party shall pay its own costs of participating in the mediation.
ARTICLE 32 - INTERPRETATION OF THE AGREEMENT

32.1 This Agreement shall be restricted to interpretation by the Association, the Council, an arbitrator appointed under the provisions of Article 8, and a mediator appointed under the provisions of Article 31.
ARTICLE 33 - CAMP AND RECREATION FACILITIES

33.1 Any camp standards negotiated between Manitoba Hydro and the Council prior to commencement of each Project shall apply on that Project Site. If no camp standards are negotiated prior to commencement of a Project, meetings will be held between Manitoba Hydro and the Council to review the camp and recreation facilities that will be provided at the Project Site.
ARTICLE 34 - WAGE INDEMNIFICATION

34.1 This Article shall only be relied on to satisfy an employee's claim to wages, when wages are not paid as a result of the inability of a Contractor to pay wage debts as they fall due in accordance with the terms and conditions of this Agreement.

34.2 The Association will indemnify the following:

a) Wages and benefits owing to an employee in accordance with the terms and conditions of this Agreement;

b) Any monies owing and intended for remittance to a Union or Trust Fund, as the case may be, as provided for in this Agreement.

34.3 If valid claims are made under this Article, the Association will indemnify such claims to a maximum of five hundred thousand dollars ($500 000.00) per Contractor.

34.4 If a claim is to be initiated, the following mandatory procedures shall be followed:

a) The Council will notify the Association, in writing, that a wage default has occurred and such notification shall be provided within twenty (20) calendar days the date wages were due and payable under the terms of this Agreement;

b) Officers of the Association and Council shall meet, as soon as possible, but in any event within ten (10) calendar days from the date of notification of default. The purpose of this meeting shall be to confirm that the provisions of this Article apply and if so, to jointly document all information necessary for:

i) The processing of claims under this Article;

ii) The initiating of claims for the recovery of unpaid wages under one or more of the following Provincial Legislative Enactment’s:

- The Builders’ Liens Act
- The Construction Industry Wages Act
- The Payment of Wages Act
- Other Acts that may be applicable at the time

Additionally, within this ten (10) calendar day period, the Association and the Council will decide as to the Act or Acts under which claims will be filed for the recovery of unpaid wages. If a dispute arises on this matter, claims shall be filed under all Acts.

The Association will provide and pay for the services of legal counsel, when such services are required.
c) Pursuant to (b) above, claims for unpaid wages shall be filed in accordance with the Act or Acts and the following:

   i) In the case where the Act allows the Council to act in the capacity of an agent, the Council will file the claims;

   ii) In the case where the Act prescribes that the employee to whom wages are owed must file the claim, the Council will be responsible for advising the employee of this requirement and the employee will provide the Council with a copy of the completed claim, so filed, within five (5) working days from the date of filing.

34.5 Subject to Article 34.6, the time limits set out in Article 34.4 may be extended by mutual consent of the Parties.

34.6 A claim for a wage debt made under this Article by, or on behalf of, an individual employee shall be deemed invalid in the event a corresponding claim is not made under and in accordance with the Act or Acts, as set out in Article 34.4.

34.7 Subject to Article 34.6, and provided that specific information as to the amount owed to an employee has been agreed upon by the Council and the Association, a joint account shall be established by the Parties in which the Association will deposit the aggregate of all verified claims to a maximum of five hundred thousand dollars ($500 000.00). Payment to the joint account shall be effected no later than sixty (60) calendar days from the date of filing of claims under the Act(s).

34.8 Subject to the limitations set out in this Article, funds in the joint account shall only be used to reimburse the difference between the amounts set out in Article 34.2, and the amounts recovered under the Acts referred to in Article 34.4(b)(ii).

34.9 Any funds remaining in the joint account after all claims have been processed shall revert to the Association.
ARTICLE 35 - COUNTERPARTS

35.1 This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument.
ARTICLE 36 - SUCCESSORS

36.1 This Agreement shall inure to the benefit of and be binding upon the Parties, and each of their assigns and successors.
IN WITNESS WHEREOF the parties hereto have executed this Agreement to take effect as of and from the 7th day of October, 2005.

HYDRO PROJECTS MANAGEMENT ASSOCIATION

Per: “Tom Moffat”
Director (Executive Committee)

Per: “D. E. Rogalsky”
Managing Director

THE ALLIED HYDRO COUNCIL OF MANITOBA

Per: “G. Bentley”:
President

Per: “D. Martin”
Secretary-Treasurer

On its own behalf and on behalf of and as Agent for the following Unions:

CONSTRUCTION & SPECIALIZED WORKERS’ UNION OF NORTH AMERICA, and Local Union 1258 of this International Union.

INTERNATIONAL UNION OF OPERATING ENGINEERS, and Local 987 of this International Union.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, and Local Union 979 of this International Union.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, and Local Union 343 (Carpenters) of this International Union and,

Local Union 1443 (Millwrights, Machine Erectors, Industrial Mechanics Maintenance) of this International Union.
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, GLASS-WORKERS DIVISION, SIGNWORKERS & CARPET & FLOOR TILE LAYERS DIVISION, and Local Union 739 of this International Union.

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, and Local Union 99 of this International Union.

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, and Local Union No. 1 of this International Union.

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, and Local Union 511 of this International Union.

INTERNATIONAL BROTHERHOOD OF BOILERMakers, IRON SHIPBUILDERS & HELPERS OF AMERICA, and Local Union 555 of this International Union.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS, and Local 728 of this International Union.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, and Local Union 2085 of this International Union.

UNITED ASSOCIATION OF JOuRNEYmen AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, and Local Union 254 of this International Union.

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, Local Union 222. See Letter of Agreement No. 9.

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, Local Union 342.

UNITE HERE, Local Union 206.

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, and Local 102 of this International Union.
Burntwood Nelson Agreement

CONTRACTOR

On behalf of ________________________________________________________________
(name of Contractor)

executed this _________ day of _________________________, 2005.

Per: ____________________________  Per: ____________________________
    President                Secretary

APPROVED BY:

CONSTRUCTION & SPECIALIZED WORKERS’ UNION OF NORTH AMERICA, and Local Union 1258 of this International Union.

Per: ____________________________
    International Representative

___________________________
    President or Business Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS, and Local 987 of this International Union.

Per: ____________________________
    International Representative

___________________________
    President or Business Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, and Local Union 979 of this International Union.

Per: ____________________________
    International Representative

___________________________
    President or Business Manager
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, and Local Union 343 (Carpenters) of this International Union and,

Local Union 1443 (Millwrights, Machine Erectors, Industrial Mechanics Maintenance) of this International Union.

Per: ______________________________________
   International Representative

   ______________________________________
   President or Business Manager

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, GLASS-WORKERS DIVISION, SIGNWORKERS & CARPET & FLOOR TILE LAYERS DIVISION, and Local Union 739 of this International Union.

Per: ______________________________________
   International Representative

   ______________________________________
   President or Business Manager

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, and Local Union 99 of this International Union.

Per: ______________________________________
   International Representative

   ______________________________________
   President or Business Manager

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, and Local Union No. 1 of this International Union.

Per: ______________________________________
   International Representative

   ______________________________________
   President or Business Manager
Burntwood Nelson Agreement

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, and Local Union 511 of this International Union.

Per: ________________________________
International Representative

__________________________
President or Business Manager

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS & HELPERS OF AMERICA, and Local Union 555 of this International Union.

Per: ________________________________
International Representative

__________________________
President or Business Manager

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS, and Local 728 of this International Union.

Per: ________________________________
International Representative

__________________________
President or Business Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, and Local Union 2085 of this International Union.

Per: ________________________________
International Representative

__________________________
President or Business Manager

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, and Local Union 254 of this International Union.

Per: ________________________________
International Representative

__________________________
President or Business Manager
Operative Plasterers & Cement Masons International Association, Local Union 222. See Letter of Agreement No. 9.

Per: ______________________________
International Representative

______________________________
President or Business Manager

Canadian Office and Professional Employees Union, Local Union 342.

Per: ______________________________
International Representative

______________________________
President or Business Manager

Unite Here, Local Union 206.

Per: ______________________________
International Representative

______________________________
President or Business Manager

International Union of Elevator Constructors, and Local 102 of this International Union.

Per: ______________________________
International Representative

______________________________
President or Business Manager
MANITOBA HYDRO PROJECT CONSTRUCTION AND SPECIALIZED WORKERS (LABOURERS)

Local Union 1258

*** Note – See Letter of Agreement #30, for additional information regarding Appendix 1, Section 4 (wages)
*** Note – See Letter of Agreement #45, for additional information regarding Appendix 1 (Concrete Finisher and Red Seal Cement finisher classifications)
*** Note – See Letter of Agreement #49, for additional information regarding Appendix 1 (Training Trust Fund)
*** Note – See Letter of Agreement #52, for additional information regarding Appendix 1 (Foreman Coordinator)
*** Note – See Letter of Agreement #61, for additional information regarding Appendix 1 (Blaster wage enhancement)

1. **Hours of Work and Overtime**

   a) **Hours Monday through Friday**

      Nine (9) hours shall constitute a day’s work for four (4) days Monday through Thursday, and eight (8) hours shall constitute a day’s work for Friday.

      The regular first shift shall normally be scheduled within the period from 7:00 a.m. to 6:00 p.m.

   b) **Overtime - Monday through Friday**

      If more than the recognized daily hours are worked in any day or shift on:

      i)  Monday through Thursday, such time shall be paid at the rate of time and one-half for the first three (3) hours, and double time for hours worked thereafter in any one day;

      ii) Friday, such time shall be paid at the rate of time and one-half for the first four (4) hours, and double time for hours worked thereafter in any one day.
c) **Overtime - Saturdays, Sundays and Holidays**

On Saturdays, except as provided in Article 15.2, time and one-half shall be paid for all hours worked.

On Sundays, and Holidays as specified in Article 17, double time shall be paid for all hours worked.

2. **Shift Conditions**

On any job that a second shift is worked, an employee shall be paid a shift premium of 0.067 of his standard hourly rate of pay for each hour worked at straight time provided, the shift extends beyond 6:00 p.m. and ends before 12:00 midnight.

On any job that a shift is worked completely within the period 6:00 p.m. to 7:00 a.m., or where a shift continues past 12:00 midnight or where a shift starts before 6:00 a.m., an employee shall be paid a shift premium of 0.105 of the standard hourly rate of pay for each hour worked at straight time.

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.

Overtime payment for shift work will be in accordance with the provisions as set out above.

3. **Travelling Time**

Any time spent travelling by an employee in excess of fifteen (15) minutes going to work and fifteen (15) minutes returning from work will be paid at straight time rates. Travelling time shall be measured from the employee's assigned marshalling point on the Project to the work site.
4. **Wages**

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

4.1 **Non-Trainees** (i.e., employees not covered by 4.2 below)

<table>
<thead>
<tr>
<th>Position</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blaster (with Provincial Blaster Certificate)</td>
<td>31.63</td>
<td>32.45</td>
<td>33.31</td>
<td>34.19</td>
</tr>
<tr>
<td>Powderman</td>
<td>31.26</td>
<td>32.07</td>
<td>32.92</td>
<td>33.79</td>
</tr>
<tr>
<td>Driller – Diamond, Wagon &amp; Air Track Etc.</td>
<td>31.26</td>
<td>32.07</td>
<td>32.92</td>
<td>33.79</td>
</tr>
<tr>
<td>Rock Scaler (Vertical Faces)</td>
<td>25.75</td>
<td>26.42</td>
<td>27.12</td>
<td>27.84</td>
</tr>
<tr>
<td>Jackhammer &amp; Air Tool Operator</td>
<td>25.75</td>
<td>26.42</td>
<td>27.12</td>
<td>27.84</td>
</tr>
<tr>
<td>Concrete Worker:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Vibrator Operator</td>
<td>26.69</td>
<td>27.39</td>
<td>28.11</td>
<td>28.85</td>
</tr>
<tr>
<td>b) Screedman, Floatman</td>
<td>25.77</td>
<td>26.44</td>
<td>27.14</td>
<td>27.86</td>
</tr>
<tr>
<td>Concrete Finisher (per LOA 45)</td>
<td>29.43</td>
<td>30.21</td>
<td>31.01</td>
<td>31.83</td>
</tr>
<tr>
<td>Red Seal Cement Finisher (per LOA 45)</td>
<td>33.28</td>
<td>34.17</td>
<td>35.08</td>
<td>36.01</td>
</tr>
<tr>
<td>Small Mixer Operator (including operators of grout mixers and gunnite tools) and Mortarman</td>
<td>24.98</td>
<td>25.63</td>
<td>26.31</td>
<td>27.01</td>
</tr>
<tr>
<td>Pipelayer, Caulker on Tile and Concrete Pipe</td>
<td>24.98</td>
<td>25.63</td>
<td>26.31</td>
<td>27.01</td>
</tr>
<tr>
<td>Portable Compressor &amp; Small Pump Operator (2” discharge and under)</td>
<td>24.82</td>
<td>25.46</td>
<td>26.13</td>
<td>26.82</td>
</tr>
<tr>
<td>Driller's Helper</td>
<td>24.75</td>
<td>25.39</td>
<td>26.06</td>
<td>26.75</td>
</tr>
<tr>
<td>General Construction Labourer* with 6 months or more accumulative experience on building construction in the industrial, commercial or institutional sectors</td>
<td>25.44</td>
<td>26.10</td>
<td>26.79</td>
<td>27.50</td>
</tr>
<tr>
<td>General Construction Labourer* with less than six 6 months experience</td>
<td>22.67</td>
<td>23.26</td>
<td>23.87</td>
<td>24.50</td>
</tr>
<tr>
<td>Certified General Labourer</td>
<td>28.01</td>
<td>28.50</td>
<td>29.15</td>
<td>29.83</td>
</tr>
<tr>
<td>Heavy Construction Labourers **</td>
<td>21.69</td>
<td>22.25</td>
<td>22.84</td>
<td>23.45</td>
</tr>
<tr>
<td>Flagman, Spotter</td>
<td>18.55</td>
<td>19.03</td>
<td>19.53</td>
<td>20.05</td>
</tr>
</tbody>
</table>

*General Construction Labourer includes, but is not limited to, wreckers, barmen, form strippers, labourers assisting carpenters and labourers involved in applying grout prior to a concrete pour and in curing and green cutting of concrete.
** Heavy Construction Labourer includes, but is not limited to, labourer’s work on all clearing, excavation, grading, backfilling associated with heavy construction, dewatering and foundation preparation work including cleaning of rock surfaces in preparation for the 1st concrete pour; labourer's work associated with washing, screening and crushing plants.

In respect of the General Construction Labourer Classifications, the number of persons employed in the (b) classification compared to the (a) classification shall not exceed the ratio of unskilled to skilled labourers prescribed in the Construction Industry Wages Act. When a contractor appoints a Labour Foreman, he shall be paid fifteen percent (15%) over the highest classification base wage rate working under his direct supervision.

When a contractor appoints a Lead Hand, he shall be paid seven percent (7%) over the individual’s base wage rate.

4.2 Trainees

a) A trainee means any person who is hired to participate in a contractor's formally structured on-the-job training program in any classifications set out in the Appendix, the nature of which are not designated trades (ie designated as being appropriate for apprenticeship or certification or both pursuant to the Apprenticeship and Trades Qualifications Act of the Province of Manitoba);

b) Trainees shall be paid a percentage of the rate in effect for the classification for which the employee is being trained in accordance with the following:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1200</td>
<td>60%</td>
</tr>
<tr>
<td>1201 – 2400</td>
<td>77%</td>
</tr>
<tr>
<td>2401 – 3600</td>
<td>96%</td>
</tr>
</tbody>
</table>

If the duration of the training program is less than 200 hours (or 400 hours or 600 hours, as the case maybe), the employee’s rate shall be increased to 100% of the rate in effect for that classification, effective on the first working day following the employee's successful completion of the training program.

c) Prior to implementing any formal on-the-job training programs for any classifications set out in the Appendix, the Contractor shall provide the Association and the Council with the following information:

i) The classification for which on-the-job training will be instituted and the scheduled commencement date of the training;

ii) The duration of the training.

d) The Contractor may employ one (1) trainee for every three (3) Labourers of total “Labourers” on each work site.
e) An employee who is hired in a non-training classification may be re-assigned to a formal on-the-job training program under the following conditions:

i) An employee requests, in writing, to participate in the Contractor's formal on-the-job training program and the Contractor approves the request;

ii) The Contractor requests that an employee be re-assigned to a formal on-the-job training program and the employee and the Council are in agreement with the re-assignment.

f) An employee who is re-assigned in accordance with (e) above shall be deemed to be a trainee and paid in accordance with the provisions of (b) above;

g) The Contractor shall provide each employee who successfully completes the Contractor's formal on-the-job training program with a letter confirming the type of training received and the corresponding number of hours the employee spent in such training.

5. **Annual Vacation and Vacation Pay**

Annual vacation will be arranged as provided in The Employment Standards Code of Manitoba.

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.

Vacation pay allowance will be paid to an employee on his regular pay day.

6. **Pay in Lieu of Statutory Holidays**

Whether or not an employee works on any of the Statutory Holidays under Article 17, he shall receive in lieu of paid holidays, four and a half percent (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount every payday.
7. **Trust Funds**

**Pension Plan**

The Contractor, on behalf of each employee, and each employee covered by the Appendix, shall contribute the amounts set out below to the Specialized Workers' Pension Trust Fund. Contributions shall apply to all hours worked and shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$2.39</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$2.49</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$2.64</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>$2.74</td>
</tr>
</tbody>
</table>

The Employee's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2013</td>
<td>$0.60</td>
</tr>
</tbody>
</table>

**Health & Welfare**

The Contractor, on behalf of each employee, and each employee covered by the Appendix, shall contribute the amounts set out below to the Specialized Workers' Health and Welfare Trust Fund. Contributions shall apply to all hours worked and shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$0.50</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$0.55</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$0.55</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>$0.60</td>
</tr>
</tbody>
</table>

The Employee's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2013</td>
<td>$0.70</td>
</tr>
</tbody>
</table>

**Submission of Trust Funds**

The Contractor shall forward the above Trust Fund contributions to the designated Administrators of each plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.
8. **Trusteed Training Fund Provision**

   Provided:

   a) The Local Union to which employees covered by this Appendix belong establishes a Training Trust Fund in which employees covered by this Appendix are eligible to participate;

   b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

      i) Proviso (a), above;

      ii) That Trust Agreements have been executed and registered.

As the above conditions have been met, a trusteed training fund will be introduced into this Appendix on the following basis:

The contractor, on behalf of each employee, shall respectively contribute the amounts set out below to the Construction and Specialized Workers Union Local 1258, Training Trust Fund. Contributions shall apply to all hours worked (regular and overtime).

The contractor’s contribution shall be:

   Effective October 17, 2016 $0.25 per hour

Contractor contributions to the fund will be discontinued immediately if one or more of the following occurs:

   i) The fund ceases to be governed by a trust;

   ii) The provisions of the trust are not fulfilled;

   iii) Employers are no longer represented on the Board of Trustees.

- In the event either the Association or the Council has reason to believe that one or more of the conditions described in (i), (ii), or (iii) above have occurred, the matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor contributions in trust.
Submission of Trust Funds

The contractor shall forward the above Trust Fund contributions to the designated Administrator of the Plan on or before the fifteenth (15\textsuperscript{th}) day of each month following the month in which contributions were made.
A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

9. Escalation and Reference

9.1 Wages Rates

The wage rate for all classifications in this Appendix shall be adjusted by a percentage, equivalent to and effective on the dates of any adjustment in wage rates, calculated on a percentage basis, which are negotiated from time to time for the classification of "General Labourer" by the Construction and Specialized Workers' Union, Local Union 1258, and the Construction Labour Relations Association of Manitoba.
In applying the percentage adjustment, the resultant wage rate shall be rounded to the nearest cent.

9.2 Vacation and Statutory Holiday Pay

Vacation and Statutory Holiday Pay shall be adjusted to be consistent with that negotiated between the Construction and Specialized Workers' Union, Local Union 1258, and the Construction Labour Relations Association of Manitoba.

9.3 Pension Plan and Health and Welfare

The Pension Plan and Health and Welfare Plan contributions will be adjusted to be consistent with the contributions negotiated from time to time by the Construction and Specialized Workers' Union, Local Union 1258, and the Construction Labour Relations Association of Manitoba, subject to the restrictions set out in Section 9.3.2.

9.3.2 The Contractor's contributions to the Pension and Health and Welfare Plans may be applied on a per hour worked basis, however, the Contractor's contribution rate for any overtime hours shall not be greater than the contribution rate in effect for straight time hours.

9.4 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.5 The provisions of 9.1 to 9.3 inclusive shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 1a – Security Guards

CONSTRUCTION AND SPECIALIZED WORKERS
(SEcurity Guards)

Local Union 1258

BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #3, for additional information regarding Appendix 1A (Labourers being union affiliate for Security Guards)

*** Note – See Letter of Agreement #32, for additional information regarding Appendix 1A, Section 7 (Wages)

1. **Hours of Work and Overtime**

Due to the nature of the work employees covered by this Appendix may be required, if requested by the Contractor, to work up to twelve (12) hours per day or shift for six (6) consecutive days.

Nine (9) hours shall constitute a day's work for four (4) consecutive days, eight (8) hours shall constitute a day's work for the following consecutive day, and four (4) hours shall constitute a day's work for the following consecutive day. If more than the recognized daily hours are worked on any day or shift on these first six (6) days, such time shall be paid for at the rate of time and one-half.

On the seventh day, and on Holidays (Article 17), time and one-half shall be paid for all hours worked. Such overtime on the seventh day and on Holidays shall be applied to all hours worked on shifts that commence on or subsequent to 00:00 hours and prior to 24:00 hours of the calendar day on which the seventh day or Holiday falls.

Work schedules setting out the shift to be worked and the starting time of such shifts shall be posted in a place accessible to all employees.

An employee will be assigned a minimum of one (1) day of rest per work week.

2. **Meal Breaks**

In the event the Contractor requests an employee to remain on duty during a meal break, he shall be paid during the meal break at the applicable rate of pay.
3. **Shift Conditions**

An employee directed to work a night shift shall be paid a premium of twenty five cents (25¢) for each hour worked at the straight time rate provided, the majority of the shift is worked between the hours of 6:00 p.m. and 7:00 a.m.

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

4. **Call Out**

When an employee completes his regular shift, leaves the job and is subsequently called out for unscheduled work by the Contractor, he shall be paid a minimum of two (2) hours at the rate of time and one-half.

5. **Rest Time**

When an employee has not been provided with a break of at least eight consecutive hours between shifts, excluding any call out time of two (2) hours or less, he shall be paid time and one-half for all hours worked on the succeeding shift.

6. **Travelling Time**

Any time spent travelling by an employee in excess of fifteen (15) minutes both going to and returning from work will be paid at straight time rates. Travelling time shall be measured from the employee's assigned marshalling point on the Project to the work site.

7. **Wages**

Wage rates shall be as follows:

a) **Security Guards** (other than Trainees)

<table>
<thead>
<tr>
<th>Effective</th>
<th>(1) Starting Rate</th>
<th>(2) Rate After 90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$17.17</td>
<td>$17.84</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$17.60</td>
<td>$18.28</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$18.05</td>
<td>$18.74</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>$18.51</td>
<td>$19.22</td>
</tr>
</tbody>
</table>

On hire, Security Guards shall be paid the applicable "starting rate" set out in column (1). On the ninety first (91st) day of continuous employment on a project site, the employee's wage rate shall be increased correspondingly to that set out in column (2).
When an employee is rehired by a Contractor to work on the project site on which he had previously qualified for the rate set out in column 2, the employee shall be paid the rate set out in column 2.

When the Contractor appoints a Lead Hand, the employee so appointed shall receive a minimum of one dollar ($1.00) per hour above the highest hourly rate in effect in respect of Security Guards under his supervision.

b) Trainees

A person who is hired for participation in a formal on the job training program shall be paid an hourly rate equal to ninety percent (90%) of the 'Starting Rate' for security guards in effect at the time of hire, rounded to the nearest one cent (1¢).

The trainee shall be paid this rate until he has completed ninety (90) calendar days of continuous employment on the Project. However, if a trainee is laid off before having completed the said ninety (90) calendar days, and is subsequently rehired, the trainee shall be credited with the time previously worked. For any employment subsequent to the completion of the ninety (90) calendar day training period, the employee shall be advanced in pay scale to the applicable 'Starting Rate' for security guards.

A trainee shall generally be under the supervision and direction of qualified security guards during the training period and shall not be required to assume the duties and responsibilities of qualified security guards excepting:

i) When such assignments are for training purposes and the time required to perform same does not exceed three (3) hours;

ii) When such assignments are necessitated as a direct result of the unexpected absence of qualified security guards, provided the work assignment is consistent with the trainee's level of development and the assignment does not exceed one shift.

8. Vacation and Vacation Pay

Annual vacation will be arranged as provided in the Employment Standards Code for the Province of Manitoba.

Vacation Pay 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. Vacation pay allowance will be paid to an employee on his regular pay day.
9. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four and a half percent (4.5%) of his total gross wages, exclusive of overtime earned in the calendar year. The employee shall be paid this amount not later than the 31st day of December of the calendar year or upon termination of his employment whichever day is the earlier.

10. **Other Conditions of Employment**

a) **Union Membership**

Provided a Security Guard Employee covered by this Agreement is willing to become a Member of the Union in accordance with Article 12.2.1, Union Membership shall not be denied.

b) **Supply of Uniforms**

i) The Contractor shall supply uniforms (as may be required by the Contractor) for which the employee will not be charged, except as noted below;

   Uniforms shall not include footwear, underwear, gloves and/or mitts.

ii) Furnished uniforms, excluding shirts, shall be cleaned and maintained at the Contractor's expense;

iii) Uniforms and equipment issued by the Contractor shall be returned by the employee, on termination of employment, to the senior authority of the Contractor on the Project Site. An employee shall be held responsible for proven negligent misuse or damage to uniforms and equipment.

c) **Bonding**

When requested by the Contractor, it shall be a condition of employment that Security Guards must qualify for and become bonded. In this case, the potential employee shall upon request fill in the necessary application, and the costs of such bonding shall be paid by the Contractor.

d) **Personal Contracts**

Any individual contract or agreement between a Contractor and an employee which sets out terms and conditions of employment in variance with the terms and conditions of employment contained in this Agreement shall be null and void in respect of employees covered by this Appendix while they are employed under this Agreement.
11. **Pension and Health and Welfare Trust Funds**

**Pension Plan**

The contractor on behalf of each employee, and each employee covered by this Appendix, shall respectively contribute the amounts set out below to the Labourers union (or directly to the Pension provider as necessary), local 1258, Pension Trust Fund. Contributions shall apply to all hours worked (regular and overtime). Employee contributions shall be collected at the source as a payroll deduction.

<table>
<thead>
<tr>
<th>The Contractor's contribution shall be:</th>
<th>Effective</th>
<th>November 15, 2015</th>
<th>$0.50 per hour</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>The Employee's contribution shall be:</th>
<th>Effective</th>
<th>November 15, 2015</th>
<th>$0.50 per hour</th>
</tr>
</thead>
</table>

**Health & Welfare**

The contractor on behalf of each employee, and each employee covered by this Appendix, shall respectively contribute the amounts set out below to the Labourers union (or directly to the H&W provider as necessary), local 1258, Health and Welfare Trust Fund. Contributions shall apply to all hours worked (regular and overtime). Employee contributions shall be collected at the source as a payroll deduction.

<table>
<thead>
<tr>
<th>The Contractor's contribution shall be:</th>
<th>Effective</th>
<th>November 15, 2015</th>
<th>$0.60 per hour</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>The Employee's contribution shall be:</th>
<th>Effective</th>
<th>November 15, 2015</th>
<th>$0.60 per hour</th>
</tr>
</thead>
</table>

**Submission of Trust Funds**

The Contractor shall forward the above Trust Fund contributions to the designated Administrators of each plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.
12. Escalation and Reference

12.1 Wage Rates

As provided in Section 12.2, the wage rates for all classifications in this Appendix shall be adjusted by a percentage, equivalent to the percentage adjustment in wage rates and in the employers' contribution rate to pension and health and welfare plans negotiated from time to time for the classification of "General Labourer" (hereinafter referred to as the Reference Classification) by the Construction and Specialized Workers' Union, Local Union 1258, and the Construction Labour Relations Association of Manitoba.

12.2 Method of Calculating Percentage Adjustment of Classifications

The percentage adjustment of the Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in } H&W)}{(\text{Expired } W) + (\text{Expired } P) + (\text{Expired } H&W)} \times 100
\]

Where:

- Change means the increase or decrease in that benefit.
- W means wage rate.
- P and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last percentage adjustment was calculated.

12.2.1 In calculating the percentage adjustment of the Reference Classification, the result shall be rounded to the nearest hundredth of a per cent.

12.2.2 Effective Date of Adjustments

When changes to W or W and P and/or H&W in the agreement being used for reference purposes occur on the same date, the percentage adjustment of all such changes shall be calculated to determine the percentage adjustment by which wage rates in the Appendix are to be adjusted and the foregoing shall be the effective date of the resultant wage rates.
When changes to P and/or H&W are not effective on the effective date of any changes to W in the agreement being used for reference purposes, such changes shall be deemed to be effective on the date of a change to W next occurring, and the procedures set out above shall be followed.

When: a) there are no changes to W but there are changes to P and/or H&W, or b) there are changes to P and/or H&W but no subsequent changes to W during the term of the agreement being used for reference purposes, the calculated percentage adjustment shall be effective on the effective date of such changes in the agreement being used for reference purposes.

12.2.3 In applying the percentage adjustments, the resultant wage rates shall be rounded to the nearest cent.

12.3 Vacation and Holiday Pay

The percentage figure set out in Sections 8 and 9 of this Appendix, shall be adjusted to be the same as that in effect in Appendix No. 1 of this Agreement.

12.4 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

12.5 The provisions of 12.1 to 12.3 inclusive shall be adjusted by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 2 – Crane Operators

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local Union 987
Conditions Applicable to Crane Operators

BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #33, for additional information regarding Appendix 2
(Telebelt Classification addition)

*** Note – See Letter of Agreement #42, for additional information regarding Appendix 2
(Tower Crane trade improvement trust fund)

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days, Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double the regular straight time hourly rate for all hours worked thereafter.

On Saturdays, except as provided in Article 15.2, Sundays, and Holidays as specified in Article 17, double time shall be paid for all hours worked.

2. Shift Conditions

If the conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.), then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

A premium of .067 of the regular straight time rate will be paid for each shift hour worked on a shift that cannot be done within the said normal hours except that on those shift hours which are worked between 12:00 midnight and 6:00 a.m. a premium of .142 of the regular straight time rate will be paid. Shift premium will not be paid on any overtime hours worked.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

Any time spent travelling by an employee in excess of fifteen (15) minutes going to work and fifteen (15) minutes returning from work will be paid at straight time rates. Travelling time shall be measured from the employee's assigned marshalling point on the Project to the work site.

4. **Wages**

Wage Rates shall be as follows:

4.1 **Journeyman Status** (i.e., Non-Trainees)

<table>
<thead>
<tr>
<th>Whirley, Tower, Climbing and Powerhouse Overhead Bridge Crane Classifications</th>
<th>Effective May 1, 2016</th>
<th>Effective May 1, 2017</th>
<th>Effective May 1, 2018</th>
<th>Effective May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operators of all Powerhouse Overhead Bridge Cranes and Operators of Climbing and Tower Cranes</td>
<td>$43.31</td>
<td>$44.46</td>
<td>$45.65</td>
<td>$46.87</td>
</tr>
</tbody>
</table>

**Tower & Climbing Crane Apprentices**

| 1st year 0-750 hours - 55% of Tower Crane Operator Rate of Pay | $23.82 | $24.46 | $25.11 | $25.78 |
| 1st year 751-1500 hours - 60% of Tower Crane Operator Rate of Pay | $25.98 | $26.68 | $27.39 | $28.12 |
| 2nd year 1501-2250 hours – 70% of Tower Crane Operator Rate of Pay | $30.32 | $31.12 | $31.96 | $32.81 |
| 2nd year 1701-3400 hours – 75% of Tower Crane Operator Rate of Pay | $32.48 | $33.35 | $34.24 | $35.15 |
| New Journeyman 0-900 hours – 85% of Tower Crane Operator Rate of Pay | $36.81 | $37.79 | $38.80 | $39.84 |
| New Journeyman 901-1800 hours – 95% of Tower Crane Operator Rate of Pay | $41.14 | $42.24 | $43.37 | $44.53 |

**Mobile Crane Operators**

| Class 1 - Up to 50 ton and boom truck over 25 ton | $38.42 | $39.44 | $40.50 | $41.58 |
| Class 2 – 51 ton to 99 ton | $40.51 | $41.59 | $42.70 | $43.84 |
| Class 3 – 100 ton to 199 ton | $41.91 | $43.03 | $44.18 | $45.36 |
| Class 4 - 200 ton to 300 ton Crane Operators shall receive a premium of two and a half (2.5¢) cents per ton over the Class 4 rate while operating cranes over 300 ton capacity. | $43.31 | $44.46 | $45.65 | $46.87 |

**Mobile Crane Apprentices**

| 1st year 0-1700 hours - 60% of Class 1 | $23.05 | $23.67 | $24.30 | $24.95 |
| 2nd year 1701-3400 hours – 70% of Class 2 | $28.36 | $29.11 | $29.89 | $30.69 |
| 3rd year 3401-5100 hours – 80% of Class 3 | $33.53 | $34.43 | $35.34 | $36.29 |
Boom Truck Hoist Classifications

| Operators of Boom Truck Hoists up to 25 tons | 30.74 | 31.56 | 32.40 | 33.27 |
| Operators of Boom Truck Hoists > 25 tons | $38.42 | $39.44 | $40.50 | $41.58 |

Note: The above classifications include operators of cranes converted for the placing of concrete (creter, telebelt or similar) and cranes adapted for pile driving and foundation boring. *** For these positions a hoisting ticket and/or red seal are not required for their operation.

When two (2) powerhouse overhead bridge cranes are being operated and the Contractor, pursuant to the provisions of Article 4, has assigned the operation of the first crane to the Operating Engineers, Local 987 and the second crane to the I.B.E.W., Local 2085, if the wage rate of the first crane operator is less than the wage rate of the second, the wage rate of the first crane operator shall be adjusted to be equal with the second, during the period both cranes are being operated as aforementioned.

All mobile and crawler crane operators must:

i. Be able to operate efficiently with maximum boom and jib.

ii. Be fully knowledgeable of all applicable safety requirements and regulations.

iii. Be able to perform routine maintenance on the equipment operated.

iv. Be able to set up and move the crane with due consideration for footing conditions, machine level and the positioning of outriggers, etc.

v. Be able to lift maximum loads safely at all positions of radius.

vi. Be able to control swing load out.

vii. Be able to assemble and dismantle jibs and booms.

viii. Be able to adjust both clutches and brakes (conventional) and inspect cables.

4.2 Mobile Crane Premiums
In respect of the classifications set out in Section 4.1 (b) above, a crane operator assigned to operate a mobile and crawler crane with a lattice boom (conventional crane) shall be paid the following premium while operating such equipment:

While operating a crane in Class 1 and 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.
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.

While operating a crane with a “super lift” attachment and/or a “luffing jib”, operators shall receive a $2.00 per hour premium over the base rate.

4.3 Crane Foreman

When the Contractor appoints a Crane Foreman, the person so appointed shall receive a minimum of fifteen per cent (15%) per hour above the employee’s existing rate.

4.4 Crane Operator Apprentices

The Contractor may employ one (1) Apprentice for every one (1) Journeyman employed by the Contractor as Crane Operators. Crane Operator Apprentices (except Boom Truck Hoist Operator Apprentices and Tower Crane Operator Apprentices) shall be paid the following, or the minimum wage rates prescribed in the Trade of Crane and Hoisting Equipment Operator Regulations, whichever is more favourable to the Apprentice:

- 0 to 1700 hour - 60% of Class 1 Journeyman
- 1701 - 3400 hours - 70% of Class 2 Journeyman
- 3401 - 5100 hours - 80% of Class 3 Journeyman

In order for an Apprentice to qualify for the next step on the Apprentice Scale, the Apprentice must successfully complete 1700 hours of practical and technical training.

Boom Truck Hoist Operator Apprentices shall be paid the following percentages of the applicable rate for a certified boom truck hoist operator as set out in Section 4.1 (c) above, or the minimum wage rates prescribed in the Trade of Crane and Hoisting Equipment Operator Regulations, whichever is more favourable to the Apprentice:

- 1st year - 60%
- 2nd year - 80%

Tower Crane Operator Apprentices shall be paid the following percentages of the applicable rate for a tower crane operator as set out in Section 4.1 (a) above, or the minimum wage rates prescribed in the Trade of Crane and Hoisting Equipment Operator Regulations, whichever is more favourable to the Apprentice:
5. **Rest Period**

If an employee is not provided with at least an eight (8) hour rest period between shifts, the employee shall be paid at the applicable overtime rate until such time as an eight (8) hour break occurs.

If an employee is required to work through his lunch period he shall be paid at the applicable overtime rate for that period of time.

6. **Callouts**

An employee called out for work after he has competed his regular shift and has departed from the job site shall be paid a minimum of four (4) hours at the applicable overtime rate.

7. **Vacation and Statutory Holiday Pay**

Each employee shall be paid an amount equal to ten and a half percent (10.5%) of his gross wages (i.e., straight time and overtime wages) of which four and a half percent (4.5%) shall be in lieu of pay for the Statutory and General Holidays set out in Article 17.

Vacation pay and pay in lieu of Statutory Holidays shall be paid to each employee on his regular pay day. Such payments shall be considered as advance payments and in the case of vacation pay, full payment of all vacation with pay owing to the employee pursuant to the Employment Standards Code for the Province of Manitoba.

8. **Pension and Health and Welfare Trust Funds**

(a) **Pension Trust Fund**

The Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Operating Engineers (987) Pension Trust Fund. Contributions shall apply to all hours worked. 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 55% of the Journeyman rate of pay, the Contractor will also therefore contribute a pension contribution for the Apprentice at 55% of the amount that a Journeyman is to receive (the same rationale is applicable for each step on the Apprentice Wage Scale). Employee contributions shall be collected at the source as a payroll deduction.

<table>
<thead>
<tr>
<th>The Contractor's contribution shall be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective May 1, 2016</td>
</tr>
<tr>
<td>Effective May 1, 2017</td>
</tr>
<tr>
<td>Effective May 1, 2018</td>
</tr>
<tr>
<td>Effective May 1, 2019</td>
</tr>
</tbody>
</table>
The employee’s contribution shall be:
- Nil

(b) **Health and Welfare Trust Fund**

The Contractor shall contribute to the Operating Engineers (987) Health and Welfare Trust Fund the amount set out below for each hour worked by all employees covered by this Appendix:

- Effective May 1, 2016, $1.65 per hour
- Effective May 1, 2017, $1.70 per hour
- Effective May 1, 2018, $1.75 per hour
- Effective May 1, 2019, $1.80 per hour

(c) **Trade Improvement Trust Fund**

(1) Subject to (2) below, the Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Operating Engineers (987) Trade Improvement Trust Fund. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

- Effective May 1, 2016 - 65¢ per hour
- Effective May 1, 2017 - 65¢ per hour
- Effective May 1, 2018 - 65¢ per hour
- Effective May 1, 2019 - 65¢ per hour

The Employee's contribution shall be:

- Nil

(2) Contractor and Employee contributions to the Fund will be discontinued immediately if one or more of the following occurs:

(i) the Fund ceases to be governed by a Trust,

(ii) the provisions of the Trust are not fulfilled,

(iii) Employers are no longer represented on the Board of Trustees,
(iv) The Trade Improvement Fund is not included in any of the following Collective Agreements:

- Heavy Equipment Rental Agreement
- The General Contractors Heavy Equipment Trade Division Agreement
- Heavy Equipment Industrial/Mechanical Agreement

(3) In the event either the Association or the Council has reason to believe that one or more of the conditions described in (i), (ii), (iii), or (iv) above has occurred, the matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor and Employee contributions in trust.

(d) Submission of Trust Funds

The Contractor shall forward the above Trust Fund Contributions to the Operating Engineers (Local 987) Pension Trust Fund, Health and Welfare Trust Fund, and Operating Engineers Trade Improvement Trust Fund to:

Coughlin and Associates Ltd.
100-175 Hargrave Street
Winnipeg, MB R3C 3R8

The said amounts will be submitted by the fifteenth (15th) day of the month following the month in which the hours were worked.

9. Log Book

Provided the Union supplies Crane Operators with appropriate log books, and the log book is submitted to the Contractor by the employee, the Contractor will record therein, in the space allocated for such purposes, the type and capacity of the Crane being operated by that employee, and the period of time the employee was operating such equipment.
10. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- after twenty-eight (28) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3. Travel time shall be paid at the employee's straight time rate and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

11. **Escalation and Reference**

11.1 **Wage Rates**

(a) **Whirley and Tower and Climbing and Powerhouse Overhead Bridge Crane Classifications**

The wage rates for the classifications in Section 4.1 (a)(i), in this Appendix shall be adjusted by an amount equal to and effective on the dates of any adjustments in wages rates for the Class No. 6, 151 to 200 ton capacity (or the equivalent thereof) Crane Operator negotiated from time to time by the International Union of Operating Engineers, Local 987 and the Construction Labour Relations Association of Manitoba (C.L.R.A.) and set out in the Heavy Equipment Industrial/Mechanical (I/M) Collective Agreement, and the wage rates for the classifications in Section 4.1 (a)(ii), in this Appendix shall be adjusted by an amount equal to and effective on the dates of any adjustments in wages rates for the Class No. 4, 200 – 300 ton capacity (or the equivalent thereof) Crane Operator negotiated from time to time by the International Union of Operating Engineers, Local 987 and the Construction Labour Relations Association of Manitoba (C.L.R.A.) and set out in the Heavy Equipment Industrial/Mechanical (I/M) Collective Agreement.
(b) **Mobile and Crawler Crane Classifications**

The wage rates for each weight capacity grouping of Mobile and Crawler Crane classifications, and tonnage premiums for cranes over 200 tons as set out in Section 4.1(b) shall be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for the weight capacity grouping of Mobile and Crawler Crane classifications and tonnage premiums for cranes over 200 tons corresponding thereto negotiated from time to time by Local 987 and the C.L.R.A. and set out in the Heavy Equipment Industrial/Mechanical Agreement (I/M Agreement).

(c) **Boom Truck Hoist Classifications**

The wage rates for each weight capacity grouping of Boom Truck Hoist classifications as set out in Section 4.1(c) shall be adjusted by a percentage equal to and effective on the dates of any increases or decreases to wage rates for the Class 2, 25 ton or greater capacity (or equivalent thereof) Crane Operator negotiated from time to time by Local 987 and the C.L.R.A. and set out in the Heavy Equipment Industrial/Mechanical Agreement (I/M Agreement).

(d) **Apprentices**

The wage rates for Apprentices (except Boom Truck Hoist Operator Apprentices and Tower Crane Operator Apprentices) shall be adjusted to be consistent with the said Heavy Equipment Industrial/Mechanical Agreement (I/M Agreement).

(e) **Lattice (Conventional) Boom Premium**

The lattice boom premium set out in Section 4.2 shall be adjusted by an amount equal to and effective on the dates of any adjustments in the lattice boom premium negotiated from time to time by the aforementioned Parties and set out in the I/M Agreement, provided such premium continues to be considered, by the Parties to the I/M Agreement, an intrinsic component of wage rates, otherwise, payment of the premium shall be discontinued and pursuant to Article 30, the premium shall be deleted from this Appendix.

11.2 **Overtime**

Overtime payments, subject to the restrictions set out in Section 11.5, will be adjusted to be consistent with overtime conditions in the I/M Heavy Equipment Collective Agreement save and except that overtime at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.
11.3 Vacation and Holiday Pay

The percentage figure set out in the Vacation and Holiday Pay Section of this Appendix shall be adjusted to be the same as that negotiated from time to time by the Heavy Equipment I/M Trade Division of the Construction Labour Relations Association of Manitoba and the Operating Engineers, Local 987.

11.4 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be adjusted to be consistent with corresponding conditions of employment negotiated by Local 987 and the C.L.R.A. and set out in the I/M Agreement:

(a) the registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 11.4.1).

(b) the trustee trade improvement plan (subject to the provisions of Section 8(c)(2) and the restrictions set out in Section 11.4.1).

(c) the time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3).

(d) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 11.4.2).

11.4.1 The Contractor's contribution to any of the plans referred to in Section 11.4(a) and (b) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

11.4.2 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

11.5 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.
11.6 The provisions of 11.1 to 11.4 inclusive shall be dealt with by following the procedure set out in Article 30 of this Agreement.

11.7 Notwithstanding anything contained in this Agreement or in this Appendix, in the event that the wage rate for Class 4, 200 – 300 ton capacity, (or equivalent thereof) Crane Operators in the I/M Agreement differs from the wage rate for Class 1 Tower and Climbing Crane Operators in the Collective Agreement between the Construction Labour Relations Association of Manitoba (C.L.R.A.), General Contractors Heavy Equipment Trade Division, and the International Union of Operating Engineers, Local 987, and/or the wage rate for Class 6, 151 to 200 ton capacity, (or equivalent thereof) Crane Operators in the I/M Agreement differs from the wage rate for Class 2 Tower and Climbing Crane Operators in the Collective Agreement between the Construction Labour Relations Association of Manitoba (C.L.R.A.), General Contractors Heavy Equipment Trade Division, and the International Union of Operating Engineers, Local 987, the Joint Appendix Review Committee shall meet within 30 days to determine if the I/M Agreement is still an appropriate Agreement to be used for reference purposes. If the Joint Appendix Review Committee cannot reach agreement, the matter shall be resolved under the provisions of Article 31 (Mediation).
BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #42, for additional information regarding Appendix 2A, (Tower Crane trade improvement trust fund)
*** Note – See Letter of Agreement #43, for additional information regarding Appendix 2A, Section 4 (Power Engineer classification and wage adjustment)
*** Note – See Letter of Agreement #62, for additional information regarding Appendix 2A, (Heavy Duty Diesel Mechanics wage enhancement)

1. **Hours of Work and Overtime**

   **(a) Hours Monday through Friday**

   Nine (9) hours shall constitute a day's work for four (4) days Monday through Thursday, and eight (8) hours shall constitute a day’s work for Friday.

   The regular first shift shall normally be scheduled within the period from 7:00 a.m. to 6:00 p.m.

   **(b) Overtime - Monday through Friday**

   If more than the recognized daily hours are worked in any day or shift on:

   (i) Monday through Thursday, such time shall be paid at the rate of time and one-half for the first three (3) hours, and double time for hours worked thereafter in any one day.

   (ii) Friday, such time shall be paid at the rate of time and one-half for the first four (4) hours, and double time for any hours worked thereafter.

   **(c) Overtime Saturdays, Sundays and Holidays**

   On Saturdays, except as provided in Article 15.2, time and one-half shall be paid for the first ten (10) hours worked and double time for any hours worked thereafter.

   On Sundays, and Holidays as specified in Article 17, double time shall be paid for all hours worked.
(d) **Day-off, Other Than Sunday**

When an employee is required to work shifts to accommodate the continuous operation of compressors, pumps, boilers or other such equipment, an employee can be assigned a day of rest, other than Sunday.

In this case, for purposes of applying provisions 1 (a), (b) and (c) above, the assigned day of rest shall be recognized as a Sunday and the subsequent six (6) consecutive days as Monday through Saturday.

2. **Shift Conditions**

On any job that a second shift is worked, an employee shall be paid a shift premium of 0.067 of his standard hourly rate of pay for each hour worked at straight time provided the shift extends beyond 6:00 p.m. and ends before midnight.

On any job that a shift is worked completely within the period 6:00 p.m. to 7:00 a.m., or where a shift continues past midnight, or where a shift starts before 6:00 a.m., an employee shall be paid a shift premium of 0.105 of the standard hourly rate of pay for each hour worked at straight time.

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.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

3. **Travelling Time**

Any time spent travelling by an employee in excess of fifteen (15) minutes going to work and fifteen (15) minutes returning from work will be paid at straight time rates. Travelling time shall be measured from the employee's assigned marshalling point on the Project to the work site.
4. **Wages**

Wage rates shall be as follows:

4.1 **Non-Trainees** (i.e., employees not covered by 4.2 and 4.3 below)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>June 28, 2019</td>
</tr>
</tbody>
</table>

**GROUP 1**

Operators of shovels, clamshells and draglines:

a) 10 cu.yd. and up to and including 15 cu.yd. $34.49
b) 5 cu.yd. and up to but not including 10 cu.yd. $33.77
c) under 5 cu.yds. $32.91

**GROUP 2**

Operator of backhoes and gradalls:

a) 10 cu.yd. and up to and including 15 cu.yd $33.90
b) 5 cu.yd. and up to but not including 10 cu.yd. $32.91
c) 2½ cu.yd. and up to but not including 5 cu.yd. $30.82
d) under 2½ cu.yd. $28.95

**GROUP 3**

Operators of crawlers and wheel type loaders including loaders converted for forklifting:

a) 10 cu.yd. and up to and including 15 cu.yd. capacity $30.28
b) 5 cu.yd. and up to but not including 10 cu.yd. capacity $28.67
c) under 5 cu.yd. capacity $27.90

**GROUP 4**

Operators of crawler and wheel type tractors with attachments such as ripper and/or dozer and/or scraper etc.:

a) D-10, D-9 in tandem, (or equivalent) $29.20
b) D-9 or under, (or equivalent) $28.58
<table>
<thead>
<tr>
<th>GROUP 5</th>
<th>Operators of self-propelled wheeled type scrapers (all types):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) 30 cu.yd. and up to and including 45 cu.yd.</td>
<td>$ 28.45</td>
</tr>
<tr>
<td>b) under 30 cu.yd. capacity</td>
<td>$ 27.54</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 6</th>
<th>Operators of Batch Plants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) over 200 cu.yd. per hour rated capacity</td>
<td>$ 32.77</td>
</tr>
<tr>
<td>b) over 100 cu.yd. per hour including 200 cu.yd. per hour rated capacity</td>
<td>$ 30.58</td>
</tr>
<tr>
<td>c) over 50 cu.yd. and up to and including 100 cu.yd. per hour rated capacity</td>
<td>$ 28.33</td>
</tr>
<tr>
<td>d) 50 cu.yd. rated capacity and under</td>
<td>$ 27.31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 7</th>
<th>Operators of crusher, screening and washing plants with rated capacity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) 100 cu.yd. per hour and up</td>
<td>$ 28.45</td>
</tr>
<tr>
<td>b) Under 100 cu.yd. per hour</td>
<td>$ 27.54</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 8</th>
<th>Operators of conveyor belts and conveyor type loader (Barber Greene, Kohlman or similar types):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 27.31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 9</th>
<th>Operators of inboard or outboard boats with motors rated:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) over 225 HP</td>
<td>$ 27.77</td>
</tr>
<tr>
<td>b) 225 HP and under</td>
<td>$ 25.99</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 10</th>
<th>Operators of motor graders:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Finishing</td>
<td>$ 29.18</td>
</tr>
<tr>
<td>b) Other</td>
<td>$ 27.77</td>
</tr>
</tbody>
</table>
### GROUP 11
Operators of truck-mounted foundation boring machines:

- **a)** over 100 HP  
  $ 28.54
- **b)** 100 HP and under  
  $ 27.54

### GROUP 12
Operators of Forklifts and Dinky locomotives:

- **a)** Forklifts  
  $ 27.31
- **b)** Dinky locomotives  
  $ 28.45

### GROUP 13
Operators of:

- **a)** Tuggers, powerhoists, and Bullmooses  
  $ 29.89
- **b)** Electrical hoisting equipment, fixed or travelling, with remote or suspended controls, up to and including 30 ton capacity  
  $ 29.18
- **c)** Boom Truck Hoists, including Hiabs, hydra lifts, or similar of less than 7300 kilogram capacity*  
  $ 29.18

### GROUP 14
Operators of grout plants, concrete pumps, air drills and diamond drills:  
  $ 27.20

### GROUP 15
Operators of self-propelled vibratory compactors and tractor hauled compactor units:

- **a)** over 100 HP  
  $ 26.89
- **b)** 100 HP and under  
  $ 26.30

### GROUP 16
Air compressor attendants:

- **a)** 1000 CFM and over  
  $ 26.89
- **b)** under 1000 CFM  
  $ 26.30

### GROUP 17
Pump attendants:

- **a)** 6” discharge and over  
  $ 26.89
- **b)** 2” to under 6” discharge  
  $ 26.30
<table>
<thead>
<tr>
<th>GROUP 18</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Duty Gas and Diesel Mechanics:</td>
<td></td>
</tr>
<tr>
<td>a) with a certificate of qualification</td>
<td>$ 35.33</td>
</tr>
<tr>
<td>b) without a certificate of qualification</td>
<td>$ 32.86</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 19</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Serviceman</td>
<td>$ 28.45</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 20</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Drill Doctor (Drill Mechanic):</td>
<td></td>
</tr>
<tr>
<td>a) Hydraulic Drills</td>
<td>$ 32.21</td>
</tr>
<tr>
<td>b) Airtrac Drills</td>
<td>$ 32.09</td>
</tr>
<tr>
<td>c) Bit Sharpener</td>
<td>$ 28.95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 21</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Welders:</td>
<td></td>
</tr>
<tr>
<td>a) CWB certified</td>
<td>$ 33.88</td>
</tr>
<tr>
<td>b) Non-certified</td>
<td>$ 33.21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 22</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic's helpers, welder's helpers, serviceman's helpers and oiler's</td>
<td>$ 24.76</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 23</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Engineer:</td>
<td></td>
</tr>
<tr>
<td>a) Third Class</td>
<td>$ 29.09</td>
</tr>
<tr>
<td>b) Fourth Class</td>
<td>$ 28.33</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 24 *</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Engineer:</td>
<td></td>
</tr>
<tr>
<td>a) Fourth Class*</td>
<td>$ 40.65</td>
</tr>
</tbody>
</table>

* Per LOA 43, the classification of Power Engineer, level 4, has been re-established. This pay group 24, will be in effect only by employer BBE, who is completing the general civil work at the Keeyask Generating Station. On completion of the BBE contract, pay group 24 will become null and void, and will be deleted.

When the Contractor appoints a Mechanic or Equipment Foreman, the person so appointed shall receive a minimum of ten per cent (10%) per hour above the highest paid rate of those employees being supervised.

*For boom truck hoists in excess of 7,299 kgs., see Appendix 2.
If dredging work is undertaken, at the request of either the Association or Council, the Joint Appendix Review Committee will establish Operating Engineer Classifications associated with dredging, and rates of pay for such classifications.

4.2 Heavy Duty Mechanic Apprentices and Boom Truck Hoist Operator Apprentices

Heavy Duty Mechanic Apprentices shall be paid the following percentages of the rate for a certified heavy duty mechanic, as set out in (A) above.

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>60%</td>
</tr>
<tr>
<td>2nd</td>
<td>70%</td>
</tr>
<tr>
<td>3rd</td>
<td>75%</td>
</tr>
<tr>
<td>4th</td>
<td>85%</td>
</tr>
</tbody>
</table>

Unless otherwise agreed to by the Council and the Association, the number of apprentices who may be employed by a Contractor shall not exceed one (1) apprentice for every three (3) qualified heavy duty mechanics employed.

Boom Truck Hoist Operator Apprentices shall be paid the following percentages of the rate for a certified boom truck hoist operator as set out in Group 13, d), above, or the minimum wage rates prescribed in the Trade of Crane and Hoisting Equipment Operator Regulations, whichever is more favourable to the Apprentice:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>60%</td>
</tr>
<tr>
<td>2nd</td>
<td>80%</td>
</tr>
</tbody>
</table>

The number of apprentices who may be employed by a Contractor shall not exceed one (1) apprentice for every one (1) certified Boom Truck Hoist Operator employed.

4.3 Trainees

(a) A trainee means any person who is hired to participate in a contractor’s formally structured on-the-job training program in any classifications set out in the Appendix, the nature of which are not designated trades (ie designated as being appropriate for apprenticeship or certification or both pursuant to the Apprenticeship and Trades Qualifications Act of the Province of Manitoba).
(b) Trainees shall be paid a percentage of the rate in effect for the classification for which the employee is being trained in accordance with the following:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 200 hours</td>
<td>60%</td>
</tr>
<tr>
<td>201 - 400 hours</td>
<td>70%</td>
</tr>
<tr>
<td>401 - 600 hours</td>
<td>80%</td>
</tr>
<tr>
<td>601 or more</td>
<td>90%</td>
</tr>
</tbody>
</table>

If the duration of the training program is less than 200 hours (or 400 hours or 600 hours, as the case may be), the employee’s rate shall be increased to 100% of the rate in effect for that classification, effective on the first working day following the employee’s successful completion of the training program.

(c) Prior to implementing any formal on-the-job training programs for any classifications set out in the Appendix, the Contractor shall provide the Association and the Council with the following information:

i. the classification for which on-the-job training will be instituted and the scheduled commencement date of the training

ii. the duration of the training.

(d) The number of trainees shall not exceed twenty-five percent (25%) of the total number of employees employed by a Contractor and covered by this Appendix except as may otherwise be agreed to by the Association and the Council.

(e) An employee who is hired in a non-training classification may be re-assigned to a formal on-the-job training program under the following conditions:

(i) an employee requests, in writing, to participate in the Contractor’s formal on-the-job training program and the Contractor approves the request;

(ii) the Contractor requests that an employee be re-assigned to a formal on-the-job training program and the employee and the Council are in agreement with the re-assignment.

(f) An employee who is re-assigned in accordance with (e) above shall be deemed to be a trainee and paid in accordance with the provisions of (b) above.
The Contractor shall provide each employee who successfully completes the Contractor’s formal on-the-job training program with a letter confirming the type of training received and the corresponding number of hours the employee spent in such training.

5. **Vacations and Vacation Pay**

Annual vacation will be arranged as provided in The Employment Standards Code for the Province of Manitoba.

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.

Vacation pay allowance will be paid to an employee on his regular pay day.

6. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays under Article 17, he shall receive in lieu of paid holidays, four and a half percent (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount on his regular payday.

7. **Pension and Health and Welfare Trust Funds**

(a) **Pension Trust Fund**

The Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Operating Engineers (987) Pension Trust Fund. Employer contributions for all Apprentices and Trainees shall be pro-rated at the applicable Apprentice to Journeyman or Trainee to Non-trainee wage rate. Contributions shall apply to all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 3, 2016</td>
<td>$4.30 per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$4.50 per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$4.65 per hour</td>
</tr>
</tbody>
</table>

The employee's contribution shall be:
- nil.
(b) **Health and Welfare Trust Fund**

The Contractor shall contribute to the Operating Engineers (987) Health and Welfare Trust Fund the amount set out below for all hours worked by all employees covered by this Appendix:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2018</td>
<td>$1.70 per hour</td>
</tr>
<tr>
<td>June 29, 2019</td>
<td>$1.80 per hour</td>
</tr>
</tbody>
</table>

(c) **Submission of Trust Funds**

The Contractor shall forward the above Trust Fund Contributions to the Operating Engineers (Local 987) Pension Trust Fund and Health and Welfare Trust Fund. The said amounts will be submitted by the fifteenth day of the month following the month in which the hours were worked.

8. **Trade Improvement Trust Fund**

(a) Subject to (b) below, the Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Operating Engineers (987) Trade Improvement Trust Fund. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

- Thirty cents per hour.

The Employee's contribution shall be:

- nil.

The Contractor shall forward the above contributions to the Operating Engineers (987) Trade Improvement Trust Fund by the fifteenth (15th) day of the month following the month in which the hours were worked.

(b) Contractor and Employee contributions to the Fund will be discontinued immediately if one or more of the following occurs:

(i) the Fund ceases to be governed by a Trust,

(ii) the provisions of the Trust are not fulfilled,

(iii) Employers are no longer represented on the Board of Trustees,

(iv) the Trade Improvement Trust Fund is not included in any of the following
collective agreements:
- Heavy Equipment Rental Agreement
- The General Contractors Heavy Equipment Trade Division Agreement
- Heavy Equipment Industrial/Mechanical Agreement

(c) In the event that either the Association or the Council has reason to believe that one or more of the conditions described in (b) above has occurred, the matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor and employee contributions in trust.

9. Escalation and Reference

9.1 Wage Rates

9.1.1 General Approach

Subject to and in accordance with the conditions set out below, and subject to any adjustments arising from the application of Section 9.3, the sum of the wage rates and Contractors’ contributions to pension and health and welfare plans set out in Section 4 and Section 7 (Group 1 to 23 inclusive) of this Appendix will be adjusted by a percentage equivalent to the weighted 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 in 9.1.2.

9.1.2 Reference Classifications and Weighting

The Reference Classifications and the weighting of these classifications shall be as follows:

<table>
<thead>
<tr>
<th>Reference Classification</th>
<th>Weighting Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Crane Operator classification incorporating those Crane Operators operating cranes of sixty (60) ton capacity - as set out in the Industrial/Mechanical Agreement negotiated and executed by the Construction Labour Relations Association (CLRA) of Manitoba and the Operating Engineers, Local 987.</td>
<td>25%</td>
</tr>
<tr>
<td>Journeyman Sheet Metal Worker - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and Sheet Metal Workers, Local Union 511.</td>
<td>25%</td>
</tr>
<tr>
<td>Journeyman Carpenter - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters,</td>
<td>25%</td>
</tr>
</tbody>
</table>
Local Union 343.

General Labourer - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Construction and Specialized Workers’ Union, Local Union 1258. 25%

9.1.3 Method of Calculating Weighted Percentage Adjustment of Reference Classifications

The weighted percentage adjustment of each Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in } H&W)}{(\text{Expired } W) + (\text{Expired } P) + (\text{Expired } H&W)} \times 100 \times \text{Weighting Factor}
\]

Where:

- Change means the increase or decrease in that benefit.
- W means wage rate
- P and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last weighted percentage adjustment was calculated.
- Weighting factor means the factor assigned to a particular Reference Classification as set out in 9.1.1.

9.1.3.1 In calculating the weighted percentage adjustment of a Reference Classification, the arithmetic result shall be rounded to the nearest hundredth of a percent.

9.1.4 Effective Date of Wage Rate Adjustments and Adjustments to Pension and Health and Welfare Plans and Application of the Formula

9.1.4.1 Effective Date of Wage Rate Adjustments

When the wage rate adjustment of a Reference Classification(s) is effective on the first of any month, then the wage rate adjustment of the hourly rates in this Appendix shall be effective on that date.
When the wage rate adjustment of a Reference Classification(s) is not effective on the first of any month, it shall be deemed to be effective on the first of the month following, and the wage rate adjustment of hourly rates in this Appendix shall be effective on that date.

9.1.4.2 Effective Date of Adjustments to the Employers’ Contribution Rate to Pension and/or Health and Welfare Plans

When the adjustment to the employers' contribution to the pension and/or health and welfare plans of a Reference Classification(s) is effective on the effective date, or pursuant to 9.1.4.1 the deemed effective date, of any wage rate adjustment of any Reference Classification, then such adjustment shall be calculated and taken into account on that date. If this is not the case, then such adjustment shall be calculated and taken into account on the closest following effective date of a wage rate adjustment.

9.1.4.3 In applying the weighted percentage adjustment, the resultant wage rate shall be rounded to the nearest cent, following which, any adjustment required by virtue of Section 9.3 shall be introduced to yield the new wage rate schedule that will apply in this Appendix.

9.2 Vacation and Statutory Holiday Pay

Vacation and Statutory Holiday Pay shall be adjusted to be consistent with that negotiated between the Labourers' International Union of North America, Local 1258, and the Construction Labour Relations Association of Manitoba. However, such Vacation and Statutory Holiday Pay shall not be less than six percent (6%) and four percent (4%), respectively, of the employee's straight time hourly rate.

9.3 Pension and Health and Welfare

9.3.1 Subject to the conditions set out below, Pension and Health and Welfare Contributions shall be adjusted to be consistent with contributions in effect in the Heavy Equipment Industrial/Mechanical Agreement negotiated by the CLRA of Manitoba and the Operating Engineers, Local 987. Notwithstanding the above, with respect to the pension plan, the Council may elect to adjust by an amount less than the increases stipulated from time to time in the said Heavy Equipment I/M Agreement.

9.3.2 The Contractor's contribution to the Pension and Health and Welfare Plans
may be applied on a per hour worked basis; however, the Contractor’s contributions rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

9.3.3 Pursuant to 9.3.1, when the negotiated effective date of any adjustment to the Contractor’s contribution rate to either the Pension or Health and Welfare Plans does not occur on the effective date of an adjustment to wage rates in this Appendix, at the option of the Operating Engineers, Local 987, the implementation of such an adjustment may be delayed so that it coincides with the effective date of the next subsequent adjustment to wage rates. Notification, in writing, specifying that the Operating Engineers are electing to exercise this option shall be provided by the Council Appendix Review Committee to the Association Appendix Review Committee at the time and under the conditions set out in Article 30.5.1.

9.3.4 Any adjustment to the Contractor's contribution rate to the Pension and/or Health and Welfare Plans will be dealt with as follows:

9.3.4.1 When the effective date of the adjustment to either Plan coincides with an adjustment date for wage rates in this Appendix, the resultant hourly rates (i.e., the hourly rates resulting from the application of the weighted percentage adjustment factor) will be reduced by the amount of the increase (or increased by the amount of any decrease) in the Contractor's contribution rate to the Plans.

9.3.4.2 When the effective date of the adjustment to either Plan does not coincide with an adjustment date for wage rates in this Appendix, the hourly wage rates in this Appendix will be reduced by the amount of the increase (or increased by the amount of any decrease) in the Contractor's contribution rate to the Plans.

9.3.4.3 In the event the Local 987 Union requests a reduction in the Contractors’ contribution to the pension plan, with the decrease being accounted for by increasing the hourly rates, the request shall be only permitted to the extent the Contractors’ contribution is greater than the employers’ required contribution to the pension plan set out in the Heavy Equipment I/M Agreement described in section 9.3.1.

9.4 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.5 Wage rates, Vacation and Holiday Pay, and Pension and Health and Welfare
contributions shall be adjusted by following the procedure set out in Article 30.
BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #10, for additional information regarding Appendix 4, section 7

1. Hours of Work and Overtime

(a) Hours Monday through Friday

Nine (9) hours shall constitute a day’s work for four (4) days Monday through Thursday, and eight (8) hours shall constitute a day’s work for Friday.

The regular first shift shall normally be scheduled within the period from 7:00 a.m. to 6:00 p.m.

(b) Overtime - Monday through Friday

If more than the recognized daily hours are worked in any day or shift on:

i) Monday through Thursday, such time shall be paid at the rate of time and one-half for the first three (3) hours, and double time for hours worked thereafter in any one day.

ii) Friday, such time shall be paid at the rate of time and one-half for the first four (4) hours, and double time for hours worked thereafter.

(c) Overtime - Saturdays, Sundays and Holidays

On Saturdays, except as provided in Article 15.2, time and one-half shall be paid for the first ten (10) hours worked and then double time for any hours worked thereafter.

On Sundays, and Holidays as specified in Article 17, double time shall be paid for all hours worked.
2. **Shift Conditions**

On any job that a second shift is worked, an employee shall be paid a shift premium of 0.067 of his standard hourly rate of pay for each hour worked at straight time provided, the shift extends beyond 6:00 p.m. and ends before midnight.

On any job that a shift is worked completely within the period 6:00 p.m. to 7:00 a.m., or where a shift continues past midnight or where a shift starts before 6:00 a.m., an employee shall be paid a shift premium of 0.105 of the standard hourly rate of pay for each hour worked at straight time.

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.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

3. **Travelling Time**

Any time spent travelling by an employee in excess of fifteen (15) minutes going to work and fifteen (15) minutes returning from work will be paid at straight time rates. Travelling time shall be measured from the employee's assigned marshalling point on the Project to the work site.

4. **Wages**

Wage rates will be paid as follows:

4.1 **Non-Trainees** (i.e., employees not covered by 4.2 below)

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Effective July 3, 2016</th>
<th>Effective May 1, 2017</th>
<th>Effective May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GROUP 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belly dump trucks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End-dumps (Rock Wagon)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Euclid or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Beds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheeler tractor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hauling units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$28.26</td>
<td>$28.95</td>
<td>$29.68</td>
<td></td>
</tr>
<tr>
<td><strong>GROUP 2</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-trailers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Trucks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-Frame; Boom Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoists, including Hiabs,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$27.68</td>
<td>$28.36</td>
<td>$29.07</td>
<td></td>
</tr>
<tr>
<td>CLASSIFICATION</td>
<td>Effective July 3, 2016</td>
<td>Effective May 1, 2017</td>
<td>Effective May 1, 2018</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------</td>
<td>----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>GROUP 3</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tandem Trucks</td>
<td>$27.79</td>
<td>$27.85</td>
<td>$28.55</td>
</tr>
<tr>
<td>Buses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forklifts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Trucks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winch Trucks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Serviceman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse person - after 6 months</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP 4</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trucks under 5-ton rating</td>
<td>$26.65</td>
<td>$27.30</td>
<td>$27.99</td>
</tr>
<tr>
<td>Manhaul Trucks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger Vans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse person - Starting Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swamp Buggy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanic's and Serviceman's helper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP 5</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Boom Truck Hoists, including Hiabs, Hydro lifts, or similar of 13,600 kilogram capacity or greater (Operator must be certified or Apprentice)</td>
<td>$30.54</td>
<td>$31.29</td>
<td>$32.08</td>
</tr>
<tr>
<td>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)</td>
<td>$29.11</td>
<td>$29.82</td>
<td>$30.58</td>
</tr>
<tr>
<td>Utility Driver *</td>
<td>$30.54</td>
<td>$31.29</td>
<td>$32.08</td>
</tr>
</tbody>
</table>

* Utility Driver - A person hired as a Utility Driver shall be qualified to operate any of the equipment listed in Groups 1 to 5, inclusive.
When a contractor appoints a Truck Foreman or Warehouse Foreman, the employee so appointed shall receive a minimum of one dollar ($1.00) per hour above the highest rate of those employees being supervised.

In the event additional mechanic classifications are required in this Appendix, the scale of wage rates for such classifications shall be established by the Joint Appendix Review Committee on request from either the Council or the Association.

Fire retardant coveralls will be supplied to fuel truck drivers and their helpers.

4.2 **Trainees**

(a) A trainee means any employee who is hired to participate in a contractor’s formally structured on-the-job training program in any classifications set out in the Appendix, the nature of which are not designated trades (ie designated as being appropriate for apprenticeship or certification or both pursuant to the Apprenticeship and Trades Qualifications Act of the Province of Manitoba).

(b) Trainees shall be paid a percentage of the rate in effect for the classification for which the employee is being trained in accordance with the following:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 200</td>
<td>60 %</td>
</tr>
<tr>
<td>201 - 400</td>
<td>70 %</td>
</tr>
<tr>
<td>401 - 600</td>
<td>80 %</td>
</tr>
<tr>
<td>601 or more</td>
<td>90 %</td>
</tr>
</tbody>
</table>

If the duration of the training program is less than 200 hours (or 400 hours or 600 hours, as the case may be), the employee’s rate shall be increased to 100% of the rate in effect for that classification, effective on the first working day following the employee’s successful completion of the training program.

(c) Prior to implementing any formal on-the-job training programs for any classifications set out in the Appendix, the Contractor shall provide the Association and the Council with the following information:

i) the classification for which on-the-job training will be instituted and the scheduled commencement date of the training

ii) the duration of the training
(d) The number of trainees shall not exceed twenty-five percent (25%) of the total number of employees employed by a Contractor and covered by this Appendix except as may otherwise be agreed to by the Association and the Council.

(e) An employee who is hired in a non-training classification may be re-assigned to a formal on-the-job training program under the following conditions:

(i) an employee requests, in writing, to participate in the Contractor’s formal on-the-job training program and the Contractor approves the request;

(ii) the Contractor requests that an employee be re-assigned to a formal on-the-job training program and the employee and the Council are in agreement with the re-assignment.

(f) An employee who is re-assigned in accordance with (e) above shall be deemed to be a trainee and paid in accordance with the provisions of (b) above.

(g) The Contractor shall provide each employee who successfully completes the Contractor’s formal on-the-job training program with a letter confirming the type of training received and the corresponding number of hours the employee spent in such training.

4.3 Boom Truck Hoist Operator Apprentices

Boom Truck Hoist Operator Apprentices shall be paid the following percentages of the rate for a certified boom truck hoist operator as set out in Group 5 (b) above or the minimum wage rates prescribed in the Trade of Crane and Hoisting Equipment Operator Regulations, whichever is more favourable to the Apprentice:

1st year - 60%
2nd year - 80%

The number of apprentices who may be employed by a Contractor shall not exceed one (1) apprentice for every one (1) certified Boom Truck Hoist Operator employed.

5. Vacation and Vacation Pay

(a) Annual vacation will be arranged as provided in The Employment Standards Code 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.

(c) Vacation Pay Allowance will be paid to an employee on his regular pay day.

6. Pay in Lieu of Holidays

Whether or not an employee works on any of the Holidays under Article 17, he shall receive in lieu of paid Holidays, four and one half percent (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount on his regular payday.

7. Health and Welfare and Pension Trust Funds

*** Note – See Letter of Agreement #10

(a) Health and Welfare

The Contractor on behalf of each employee, and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Teamsters, Local 362 Health and Welfare Plan. Contributions shall apply to all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

Effective July 3, 2016 $2.70 per hour

The employee's contribution shall be: nil.

Submission of Trust Funds

The Contractor shall forward the above Trust Fund contributions to the designated Administrator of the Plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

(b) Pension Plan Provision

The Contractor on behalf of each employee, and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Teamsters, Local 362 Pension Plan. Contributions shall apply to all hours
worked. Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2013</td>
<td>$3.00 per hour</td>
</tr>
<tr>
<td>May 1, 2014</td>
<td>$3.00 per hour</td>
</tr>
<tr>
<td>May 1, 2015</td>
<td>$3.00 per hour</td>
</tr>
</tbody>
</table>

The employee's contribution shall be: nil.

Submission of Trust Funds

The Contractor shall forward the above Trust Fund contributions to the designated Administrator of the Plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

8. **Trusteed Training Fund Provision**

Provided:

(a) the Local Union to which Teamsters belong establishes a trusteed training fund, and

(b) written verification is forwarded to the Association and the Council by the Board of Trustees of the fund confirming;

(i) proviso (a), above

(ii) that Trust Agreements have been executed and registered,

a trusteed training fund will be introduced into this Appendix on the basis that it will be solely funded by employee contributions.

9. **Escalation and Reference**

9.1 **Wage Rates**

9.1.1 **General Approach**

Subject to and in accordance with the conditions set out below, and subject to any adjustment arising from the application of Section 9.3,
the sum of the wage rates and Contractors’ contributions to pension and health and welfare plans set out in Section 4 and Section 7 of this Appendix will be adjusted by a percentage equivalent to the weighted 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 in 9.1.2.

9.1.2 Reference Classifications and Weighting

The Reference Classifications and the weighting of these classifications shall be as follows:

<table>
<thead>
<tr>
<th>Reference Classification</th>
<th>Weighting Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Crane Operator classification incorporating those Crane Operators operating cranes of sixty (60) ton capacity - as set out in the Industrial/Mechanical Agreement negotiated and executed by the Construction Labour Relations Association (CLRA) of Manitoba and the Operating Engineers, Local 987</td>
<td>25%</td>
</tr>
<tr>
<td>Journeyman Sheet Metal Worker - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and Sheet Metal Workers, Local Union 511.</td>
<td>25%</td>
</tr>
<tr>
<td>Journeyman Carpenter - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters, Local Union 343.</td>
<td>25%</td>
</tr>
<tr>
<td>General Labourer - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Construction and Specialized Workers’ (Labourers), Local Union 1258.</td>
<td>25%</td>
</tr>
</tbody>
</table>

9.1.3 Method of Calculating Weighted Percentage Adjustment of Reference Classifications

The weighted percentage adjustment of each Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in W}) + (\text{Change in P}) + (\text{Change in H&W})}{(\text{Expired H&W})} \times 100 \times \text{Weighting Factor}
\]
Where:

- Change means the increase or decrease in that benefit.
- W means wage rate
- P and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last weighted percentage adjustment was calculated.
- Weighting factor means the factor assigned to a particular Reference Classification as set out in 9.1.2.

9.1.3.1 In calculating the weighted percentage adjustment of a Reference Classification, the arithmetic result shall be rounded to the nearest hundredth of a percent.

9.1.4 Effective Date of Wage Rate Adjustments and Adjustments to Pension and Health and Welfare Plans and Application of the Formula

9.1.4.1 Effective Date of Wage Rate Adjustments

When the wage rate adjustment of a Reference Classification(s) is effective on the first of any month, then the wage rate adjustment of the hourly rates in this Appendix shall be effective on that date.

When the wage rate adjustment of a Reference Classification(s) is not effective on the first of any month, it shall be deemed to be effective on the first of the month following, and the wage rate adjustment of hourly rates in this Appendix shall be effective on that date.

9.1.4.2 Effective Date of Adjustments to the Employers' Contribution Rate to Pension and/or Health and Welfare Plans

When the adjustment to the employers' contribution to the pension and/or health and welfare plans of a Reference Classification(s) is effective on the effective date, or pursuant to 9.1.4.1 the deemed effective date, of any wage rate adjustment of any Reference Classification, then such adjustment shall be calculated and taken into account on that date. If this
is not the case, then such adjustment shall be calculated and taken into account on the closest following effective date of a wage rate adjustment.

9.1.4.3 In applying the weighted percentage adjustment, the resultant wage rate shall be rounded to the nearest cent, following which, any adjustment required by virtue of Section 9.3 shall be introduced to yield the new wage rate schedule that will apply in this Appendix.

9.2 **Vacation and Statutory Holiday Pay**

Vacation and Statutory Holiday Pay shall be adjusted to be consistent with that negotiated between the Labourers’ International Union of North America, Local 1258, and the Construction Labour Relations Association of Manitoba. However, such Vacation and Statutory Holiday Pay shall not be less than six percent (6%) and four percent (4%), respectively, of the employee's straight time hourly rate.

9.3 **Health and Welfare and Pension**

9.3.1 Subject to the conditions set out below, Health and Welfare and Pension contributions shall be adjusted to be consistent with contributions required in respect of Members of Local 979 covered by this Appendix and participating in the Teamsters Local 362 Health and Welfare Plan and Pension Plan.

9.3.2 The Contractor's contribution to the Health and Welfare and Pension Plans may be applied on a per hour worked basis; however, the contractor's contributions rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

9.3.3 Pursuant to 9.3.1, when the negotiated effective date of any adjustment to the Contractor's contribution rate to the Health and Welfare and/or Pension Plans does not occur on the effective date of an adjustment to wage rates in this Appendix, at the option of the Teamsters Local 979, the implementation of such an adjustment may be delayed so that it coincides with the effective date of the next subsequent adjustment to wage rates. Notification, in writing, specifying that the Teamsters are electing to exercise this option shall be provided by the Council Appendix Review Committee to the Association Appendix Review Committee in accordance with the provisions of Section 9.3.5.
9.3.4 Any adjustment to the Contractor’s contribution rate to the Health and Welfare and/or Pension Plans will be dealt with as follows:

9.3.4.1 When the effective date of the adjustment to the Plan coincides with an adjustment date for wage rates in this Appendix, the resultant hourly rates (i.e., the hourly rates resulting from the application of the weighted percentage adjustment factor) will be reduced by the amount of the increase (or increased by the amount of any decrease) in the Contractor's contribution rate to the Plan.

9.3.4.2 When the effective date of the adjustment to the Plan does not coincide with an adjustment date for wage rates in this Appendix, the hourly wage rates in this Appendix will be reduced by the amount of the increase (or increased by the amount of any decrease) in the Contractor's contribution rate to the Plan.

9.3.5 Notification, in writing, of any adjustment to the Health and Welfare and/or Pension Plans shall be provided by the Council Appendix Review Committee to the Association Appendix Review Committee at least twenty (20) calendar days in advance of the proposed implementation date of such adjustment. If such notification is not provided, the effective date of the adjustment shall be deemed to be twenty (20) calendar days from the date of receipt of the notification.

9.4 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.5 Wage rates, Vacation and Holiday Pay, and Health and Welfare contributions shall be adjusted by following the procedure set out in Article 30.
APPENDIX NO. 4 - Carpenters

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Local Union No. 343 (Carpenters)

BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #8, for additional information regarding Appendix 4, section 4
*** Note – See Letter of Agreement #50, for additional information regarding Appendix 4 (Scaffolder Classification)
*** Note – See Letter of Agreement #51, for additional information regarding Appendix 4 (Foreman Coordinator)

1. Hours of Work and Overtime

Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

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 to a maximum of ten (10) hours, all hours worked after ten (10) shall be paid at double-time the straight time hourly rate for all subsequent overtime hours on that shift.

On Saturdays, except as provided in Article 15.2, time and one-half of the regular straight time hourly rate shall be paid for the first eight (8) hours, and double of the regular straight time hourly rate shall be paid beyond eight (8) hours.

On Sundays and Holidays, as specified in Article 17, double the regular straight time hourly rate shall be paid.

For purposes of computing overtime premium applicable for Saturday, Sunday and holiday work the following rules shall apply:

Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00 a.m. Sunday.
Sunday overtime premium is due from 6:00 a.m. Sunday until 6:00 a.m. Monday.
Holiday overtime premium is due from 6:00 a.m. on the holiday until 6:00 a.m. the following day.
2. **Shift Conditions**

If the conditions are such that work on a particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours, or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift on that job.

Any shift, the hours of which fall completely within the period from 7:00 a.m. to 12:00 midnight, shall be free of shift premium.

A shift premium of .142 of the straight time hourly rate shall be paid for 50% of all hours worked at the straight time rate on any shift commencing prior to twelve midnight and terminating subsequent thereto and in which four (4) hours or less are worked between 12:00 midnight and 6:00 a.m.

A shift premium of .142 of the straight time hourly rate shall be paid for all straight time hours worked on any shift commencing prior to 12:00 midnight and terminating subsequent thereto and in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m.

A shift premium of .142 of the regular straight time hourly rate shall be paid for any straight time hours worked on any shift which commences at or after 12:00 midnight and prior to 4:00 a.m.

A shift premium of .142 of the regular straight time rate shall be paid for all straight time hours worked up to 6:00 a.m. on any regular shift which commences at or after 4:00 a.m. Shift premium shall not be paid on any overtime hours worked.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

3. **Rest Period**

If an employee is not provided with at least an eight (8) hour of rest period between shifts, the employee shall be paid double time rates until such time as an eight (8) hour break occurs.
4. Wages

Wages rates shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certified Carpenter Base Wage Rate (Enhanced Journeyman Carpenter)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$35.48</td>
<td>$36.43</td>
<td>$37.48</td>
<td>$38.58</td>
</tr>
<tr>
<td><strong>Other (non-certified) Carpenter</strong></td>
<td>$31.12</td>
<td>$31.97</td>
<td>$32.92</td>
<td>$33.91</td>
</tr>
<tr>
<td><strong>Industrial Scaffolder</strong></td>
<td>$37.26</td>
<td>$38.12</td>
<td>$38.69 (effective March 17, 2019)</td>
<td>$39.27</td>
</tr>
</tbody>
</table>

Definition of a Journeyman Carpenter:

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;

b) Has a Certificate of Proficiency under the Apprenticeship and Trades Qualifications Act of Manitoba. *(Issued by the Province of Manitoba);

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.).

* 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.

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

Carpenter Apprentices:

"Apprentice" means an employee indentured in the Trade of Carpentry as specified by the Apprenticeship and Trades Qualifications Act of the Province of Manitoba.
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 or as laid down from time to time by the Apprenticeship and Trades Qualifications Act of the Province of Manitoba.

Should a shortage of Journeymen exist and the Union is unable to supply the Contractor's needs for qualified workers, then a joint application will be made to waive the ratio requirements of the Act.

Carpentry apprentices shall be paid the percentage of the Journeyman Carpenter's rate per hour as laid down from time to time by the Apprenticeship Board of Manitoba.

Currently these rates are as listed below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman Base Rate</td>
<td>$34.58</td>
<td>$35.53</td>
<td>$36.58</td>
<td>$37.68</td>
</tr>
<tr>
<td>4th Yr Apprent (90%)</td>
<td>$31.12</td>
<td>$31.98</td>
<td>$32.92</td>
<td>$33.91</td>
</tr>
<tr>
<td>3rd Yr Apprent (75%)</td>
<td>$25.94</td>
<td>$26.65</td>
<td>$27.44</td>
<td>$28.26</td>
</tr>
<tr>
<td>2nd Yr Apprent (65%)</td>
<td>$22.48</td>
<td>$23.09</td>
<td>$23.78</td>
<td>$24.49</td>
</tr>
<tr>
<td>1st Yr Apprent (55%)</td>
<td>$19.02</td>
<td>$19.54</td>
<td>$20.12</td>
<td>$20.72</td>
</tr>
</tbody>
</table>

Foremen:

When the Contractor appoints a working carpentry foreman, he shall be paid the percentage set out below above the Journeyman rate rounded to the nearest five cents (5¢). Midpoint results shall be adjusted upward to the next five cents (5 ¢)

Eighteen percent (18%)

<table>
<thead>
<tr>
<th>Classification</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman Rate</td>
<td>$41.70</td>
<td>$42.83</td>
<td>$44.06</td>
<td>$45.35</td>
</tr>
</tbody>
</table>

A “Lead Hand” Journeyman Carpenter shall receive $2.00 per hour in addition to the base Journeyman rate. The Contractor will have the sole discretion to appoint Lead Hands as well as the assignment of their job-site responsibilities but will ensure that a lead hand is not responsible for more than fifteen (15) Carpenters.

<table>
<thead>
<tr>
<th>Classification</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Hand Rate</td>
<td>$37.48</td>
<td>$38.43</td>
<td>$39.48</td>
<td>$40.58</td>
</tr>
</tbody>
</table>

Scaffolder Apprentices:
"Apprentice" means an employee indentured in the Trade of Scaffolding as specified by the Apprenticeship and Trades Qualifications Act of the Province of Manitoba.

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-apprentice *</td>
<td>1 – 450 hours</td>
<td>50% of journeyman rate</td>
</tr>
<tr>
<td>1st year</td>
<td>451 – 1350 hours</td>
<td>60% of journeyman rate</td>
</tr>
<tr>
<td>2nd year</td>
<td>1351 – 2700 hours</td>
<td>70% of journeyman rate</td>
</tr>
<tr>
<td>3rd year</td>
<td>2701 – 4050 hours</td>
<td>80% of journeyman rate</td>
</tr>
<tr>
<td>4th year</td>
<td>4051 – 5400 hours</td>
<td>90% of journeyman rate</td>
</tr>
</tbody>
</table>

5. Vacation and Vacation Pay

The annual vacation will be arranged as provided in the Manitoba Employment Standards Code.

Payment for the annual vacation will be as provided in the above noted Code or on the basis of six percent (6%) of the employee's standard hourly rate for each hour worked, whichever is more favorable to the employee.

Advance payment in lieu of pay at time of vacation in the amount set forth above shall be added to each employee's wages each pay period.

6. Payment in Lieu of Holidays

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid holidays, four percent and a half (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount on his regular pay day.

When Christmas Day, Boxing Day, New Year's Day or Canada Day falls on a Saturday or Sunday that is a non-working day, the closest following working day(s) will be observed. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when such Holidays occur.

7. Trust Funds

The Contractor, on behalf of each employee, and each employee covered by this Appendix, shall contribute the amounts set out below to the Carpentry Trade Pension Trust Fund (Manitoba) and the Local Union 343 Welfare Trust Fund (Manitoba). Contributions shall apply to all hours worked. Employee contributions shall be collected at the source as a payroll deduction. Employer hourly pension contributions for Apprentice classifications will be based on the Certified Journeyman contribution amount multiplied by the applicable in-year percentages identified in Section 4 under “Carpenter Apprentices”.
A) Carpentry Trade Pension Trust Fund (Manitoba):

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contractor's Contribution</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$3.69 per hour</td>
<td>$1.16 per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$3.69 per hour</td>
<td>$1.16 per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$3.69 per hour</td>
<td>$1.21 per hour</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>$3.69 per hour</td>
<td>$1.31 per hour</td>
</tr>
</tbody>
</table>

B) Local Union Welfare Trust Fund (Manitoba):

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contractor's Contribution</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$0.83 per hour</td>
<td>$0.33 per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$0.83 per hour</td>
<td>$0.33 per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$0.83 per hour</td>
<td>$0.33 per hour</td>
</tr>
<tr>
<td>May 1, 2019</td>
<td>$0.83 per hour</td>
<td>$0.33 per hour</td>
</tr>
</tbody>
</table>

Contributions shall be submitted by the Contractor to the Administrator of the Fund on or before the 15th day of the month following the month for which such contributions are payable. The Administrator shall supply reporting forms to the Contractor.

8. Carpentry Trade Improvement Plan

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Carpentry Trade Improvement Plan. Contributions shall apply to all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer Contribution per hour worked</td>
<td>$0.45</td>
<td>$0.45</td>
<td>$0.45</td>
<td>$0.45</td>
</tr>
<tr>
<td>Employee Contribution per hour worked</td>
<td>$0.05</td>
<td>$0.05</td>
<td>$0.05</td>
<td>$0.05</td>
</tr>
</tbody>
</table>

The total sum so collected shall be remitted to "The Carpentry Trade Improvement Committee" once each month, not later than the 15th day of the month following.

The 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.
9. **UBCJA Per Capita Contribution**

All Employers shall deduct the sum of Five Cents ($0.05) per hour from all employees who are a member of the local and shall remit that sum to the Union by the fifteenth (15) day of the month following the month in which the work was performed. This employee deduction shall be in addition to the working dues that an employee pays and should be included in the working dues deduction reporting that the Union receives each month.

10. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 shall be:

- After thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at one-half of the employee's straight time hourly rate and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

11. **Tools**

Employees shall 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 Contractor.

If any power wood working machines or power wood working tools are used, they shall be supplied by the Contractor. Only employees who are qualified to use powder actuated devices, as required by the Workplace Safety & Health Act shall be permitted to use such devices.

12. **Escalation and Reference**

12.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Brotherhood of Carpenters and Joiners of America, Local Union 343 and the Construction Labour Relations Association of Manitoba.
Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

12.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

   a) Definitions and qualification requirements for applicable classifications;
   b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;
   c) Height pay including that associated with swing stage work.

12.2 Other Conditions of Employment

   Except as otherwise noted, the following conditions employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

   a) Overtime payments (subject to the restrictions set out in Section 12.3);
   b) Shift premium but excluding any shift premium applicable to overtime hours;
   c) Vacation and Vacation pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted; and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;
   d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 12.2.1);
   e) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 12.2.2);
   f) Callout provisions;
   g) Rest provisions between shifts;
   h) Personal effects insurance provisions;
      i) Provisions governing welding and other special trade related tests;
   j) Safety clothing;
k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trustee plans, each of which shall be subject to the restrictions set out in Section 12.2.3:
   i) Building fund;
   ii) Trade improvement plans including educational and apprenticeship funds;
   iii) Industrial promotion funds.

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 12.2.4).

12.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

12.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

12.2.3 The Contractor's contribution to any of the plans referred to in Section 12.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

12.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

12.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.
Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

12.4 The provisions of 11.1 and 11.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 4a - Millwrights

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Local Union No. 1443

Millwrights, Machine Erectors, Industrial Mechanics, Maintenance

BURNTWOOD/NELSON AGREEMENT

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 6:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for any hours worked thereafter in that day or shift.

On Saturdays, except as provided in Article 15.2, Sundays and on Holidays as specified in Article 17, double time shall be paid.

2. Shift Conditions

If conditions are such that work on that particular job cannot be done within the said normal hours (6:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

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 percent (10%). Shift work premium will not be paid on any overtime hours worked.

Overtime payment for shift work shall be in accordance with the provisions set forth above.

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

3. Rest Period

If an employee is not provided with at least an eight (8) hour rest period between shifts, the employee shall be paid at the appropriate overtime rate until such time as an eight (8) hour break occurs.
4. **Wages**

Wage rates shall be as follows:

a) **Journeyman Millwrights:**

<table>
<thead>
<tr>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 37.50</td>
<td>$ 38.86</td>
<td>$ 40.26</td>
<td>$ 41.71</td>
</tr>
</tbody>
</table>

b) **Foremen:**

When a working Millwright Foreman is appointed by the Contractor, a Millwright with a Certificate of Qualification from the Province of Manitoba or an inter-provincial Certificate will be given preference.

The first Foreman will be responsible for up to fifteen Millwright employees, and subsequent Foremen will be responsible for up to a maximum of fifteen Millwright employees. Millwright Foremen shall be paid between one hundred and five percent (105%) and one hundred and twenty percent (120%) of the Journeyman rate, in the discretion of the Contractor.

c) **General Foreman**

When the Contractor appoints a General Foreman, he shall be paid between one hundred and twenty percent (120%) and one hundred and thirty-five percent (135%) of the Journeyman rate, in the discretion of the Contractor. A General Foreman shall be appointed at a minimum crew size of forty-five Millwright employees.

d) **Apprentices**

The scale of wages for Apprentices indentured on or after November 22, 1995 shall be:

1st year 50% of the Journeyman's prevailing wage rate.
2nd year 60% of the Journeyman's prevailing wage rate.
3rd year 70% of the Journeyman's prevailing wage rate.
4th year 80% of the Journeyman's prevailing wage rate.

A year shall consist of a minimum of 1600 hours actually worked.

Apprentices shall take the prescribed courses established by the Apprenticeship Branch of the Manitoba Department of Advanced Education and Training. 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.

The Contractor may employ one (1) apprentice for every three (3) journeymen employed.
5. **Trade Qualification**

A journeyman Millwright means a person in possession of a Certificate of Qualification issued by the Province of Manitoba, or an inter-provincial Certificate issued by any Department of Labour in Canada.

A Millwright who is hired to perform welding work shall hold a valid welding certification required by the employer.

An employee whose C.W.B. certification expires while in the employ of the Contractor shall take the test to re-certify on the Contractor’s time. If the employee resigns within 45 days the time taken for testing shall be deducted from his last pay cheque. The cost of the test shall be paid for by the Millwright Trade Improvement Trust Fund.

6. **Vacations and Vacation Pay**

The annual vacation will be arranged as provided in the Manitoba Employment Standards Code.

Payment for the annual vacation will be as provided in the above noted Code or on the basis of six percent (6%) of the employee's gross earnings for all hours worked.

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

7. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, an employee shall receive in lieu of paid holidays, four and a half percent (4.5%) of the employee's gross earnings for all hours worked.

Except Remembrance Day, if one (1) of the above referenced Holidays falls on a Saturday, where Saturday is a non-working day, or Sunday, the closest following working day(s) will be observed. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday(s) occurs.

The employee shall be paid this amount on his regular pay day.
8. **Millwright Industry Trust Funds**

The Contractor and each employee shall respectively contribute the following amounts to each Trust Fund listed below.

Contributions shall apply on all hours earned (e.g., when double time is in effect, contributions shall be doubled).

Employee contributions shall be collected at the source as a payroll deduction.

a) **Health and Welfare Fund**

The Employer and the employee shall contribute the amounts (per hour earned) detailed below for each Journeyman as follows:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employer</strong></td>
<td>$ 1.77</td>
<td>$ 1.77</td>
<td>$ 1.77</td>
<td>$1.77</td>
</tr>
<tr>
<td><strong>Employee</strong></td>
<td>$ 0.18</td>
<td>$ 0.21</td>
<td>$ 0.25</td>
<td>$ 0.29</td>
</tr>
</tbody>
</table>

b) **Pension Fund**

The Employer and the employee shall contribute the amounts (per hour earned) detailed below for each Journeyman as follows:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee</strong></td>
<td>$ 0.25</td>
<td>$ 0.50</td>
<td>$ 0.75</td>
<td>$ 1.00</td>
</tr>
</tbody>
</table>

Pension contributions for Apprentices shall be based on the following formula:

- 1st Year: 50% of Journeyman Contribution
- 2nd Year: 60% of Journeyman Contribution
- 3rd Year: 70% of Journeyman Contribution
- 4th Year: 80% of Journeyman Contribution

c) **Regional Council Training Trust Fund**

Contributions to the Regional Council Training Trust Fund will be as follows (per hour worked):

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employer</strong></td>
<td>$ 0.39</td>
<td>$ 0.39</td>
<td>$ 0.39</td>
<td>$ 0.39</td>
</tr>
<tr>
<td><strong>Employee</strong></td>
<td>$ 0.27</td>
<td>$ 0.29</td>
<td>$ 0.31</td>
<td>$ 0.33</td>
</tr>
</tbody>
</table>
d) **UBCJA Per Capita Contribution**

Contributions to the UBCJA Per Capita Contribution is an Employee Deduction of five cents (.05) per hour worked of all members of Local 1443. The Employee deduction shall be in the addition to the working dues that the Employee pays and should be included in the working dues deduction reporting that the Union receives each month.

Contributions shall be submitted to the Administrator of each Fund on or before the 21st day of the month following the month in which contributions are payable. Reporting forms will be supplied by the Administrator for purposes of listing employees and corresponding contributions. The Contractor will complete the form and remit same with the contribution cheque for each fund.

9. **Safety Clothing**

Personal work clothes are to be supplied by the employee.

The Contractor will supply welders with welding gloves, welding goggles, arc welding helmet, replaceable glass shields for helmets, welding sleeves, and, if required by Manitoba Hydro, fireproof coveralls.

The employee must accept responsibility for safety equipment issued by the Contractor and must report the loss or damage of same to the Contractor.

One (1) pair of coveralls will be supplied to an employee who is requested to work in an area which is mutually agreed to be extremely dirty. This pair of coveralls will be returned to the Contractor upon the completion of the work to be performed in the dirty area.

10. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After twenty eight (28) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.
11. **Tools**

The following basic tools must be provided by the Millwright and the Apprentice, as described by his level:

<table>
<thead>
<tr>
<th>Description</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1 1&quot; Outside Micrometer</td>
<td>4th Year</td>
</tr>
<tr>
<td>*1 6&quot; Precision Scale</td>
<td>3rd Year</td>
</tr>
<tr>
<td>*1 50' Steel Tape</td>
<td>4th Year</td>
</tr>
<tr>
<td>*1 6&quot; Vernier Calliper or dial caliper .001 scale</td>
<td>2nd Year</td>
</tr>
<tr>
<td>1 Set Feeler Gauge 3 ½ to 4” long</td>
<td>2nd Year</td>
</tr>
<tr>
<td>2 Plumb Bobs</td>
<td>3rd Year</td>
</tr>
<tr>
<td>1 Set Caliper up to 6”</td>
<td>3rd Year</td>
</tr>
<tr>
<td>1 10’ Steel Tape</td>
<td>1st Year</td>
</tr>
<tr>
<td>1 Set Divider to 12&quot;</td>
<td>3rd Year</td>
</tr>
<tr>
<td>1 Scribe</td>
<td>2nd Year</td>
</tr>
<tr>
<td>2 Ball Peen Hammers, 12 oz. and 32 oz.</td>
<td>1st and 2nd Year</td>
</tr>
<tr>
<td>1 1 lb. deal blow</td>
<td>3rd Year</td>
</tr>
<tr>
<td>1 Hack Saw</td>
<td>3rd Year</td>
</tr>
<tr>
<td>1 Set of Punch and Chisels</td>
<td>2nd Year</td>
</tr>
<tr>
<td>1 Pair Tin Snips (aircraft type)</td>
<td>2nd Year</td>
</tr>
<tr>
<td>1 Pair of Pliers – slipjoint, long nose, diagonal sidecutters</td>
<td>1st Year</td>
</tr>
<tr>
<td>1 Set Allen Head Wrenches to 3/8&quot;</td>
<td>2nd Year</td>
</tr>
<tr>
<td>1 Set 1/2” Drive Sockets to 1 1/8&quot;</td>
<td>1st Year</td>
</tr>
<tr>
<td>1 Set assorted Screw Drivers</td>
<td>1st Year</td>
</tr>
<tr>
<td>2 Pair Vice Grip Pliers</td>
<td>1st Year, 3rd Year</td>
</tr>
<tr>
<td>2 Tommy Bar</td>
<td>2nd Year, 3rd Year</td>
</tr>
<tr>
<td>1 Set Combination Wrenches to 1 1/8&quot;</td>
<td>1st Year</td>
</tr>
<tr>
<td>1 Set Adjustable Wrenches to 12&quot; (8”, 10”, 12”)</td>
<td>2nd Year, 3rd Year, 4th Year</td>
</tr>
<tr>
<td>2 Tool boxes</td>
<td>1st Year, 3rd Year</td>
</tr>
<tr>
<td>2 Locks</td>
<td>1st Year, 3rd Year</td>
</tr>
</tbody>
</table>

11.1 **Loss of Tools**

The Contractor will reimburse an employee fifty percent (50%) of the cost of replacing those tools identified above with an asterisk when they are broken on the job, providing the employee supplies proof of such breakage to the Contractor.

The Contractor will be responsible for compensation for tools destroyed by fire or loss by breaking and entering when stored in a location provided by the Contractor.
Claims 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.

12. Escalation and Reference

12.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Brotherhood of Carpenters and Joiners of America, Local Union 1443 (Millwrights, Machine Erectors, Industrial Mechanics) and the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

12.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;

c) Height pay including that associated with swing stage work.

12.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 12.3);

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of
such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 12.2.1);

e) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 12.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trustee plans, each of which shall be subject to the restrictions set out in Section 12.2.3:

i) Building fund

ii) Trade improvement plans including educational and apprenticeship funds

iii) Industrial promotion funds.

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 12.2.4).

12.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.
12.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

The aforementioned limitation shall not apply to a pension or health and welfare plan in effect in this Appendix on January 1, 1989 and in which higher employer contribution levels were required in respect of overtime hours compared to straight time hours. This exemption shall remain in effect provided required employer contributions to such plans do not change to a single contribution rate relative to straight time and overtime hours.

12.2.3 The Contractor's contribution to any of the plans referred to in Section 12.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

12.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

12.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

12.4 The provisions of 12.1 and 12.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 5 – Painters Division

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

Local Union 739, Painters Division

BURNTWOOD/NELSON AGREEMENT

1. Hours of Work and Overtime

Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday, such time shall be paid at the rate of time and one-half of the straight time hourly rate.

On Saturdays, except as provided in Article 15.2, time and one-half shall be paid.

On Sundays and on Holidays as specified in Article 17, double time shall be paid.

2. Shift Conditions

If the conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift on that job.

When an employee is required to work such shift hours on a shift that cannot be done within the said normal hours, the employee shall be paid a shift premium of .066 of the regular straight time hourly rate for each hour worked at the straight time rate.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

The starting and quitting time for all shift work will be decided by the Contractor.
3. **Wages**

Wage rates shall be as follows:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>May 1, 2019 to April 30, 2020</th>
<th>May 1, 2020 to April 30, 2021</th>
<th>May 1, 2021 to April 30, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certified Industrial Journeyman Painter</strong>&lt;br&gt;(Sandblasting/Spraying)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>33.73</td>
<td>34.32</td>
<td>34.91</td>
</tr>
<tr>
<td>Journeyman</td>
<td>30.66</td>
<td>31.20</td>
<td>31.71</td>
</tr>
<tr>
<td>3rd Year (85%)</td>
<td>26.06</td>
<td>26.52</td>
<td>26.98</td>
</tr>
<tr>
<td>2nd Year (75%)</td>
<td>23.00</td>
<td>23.40</td>
<td>23.91</td>
</tr>
<tr>
<td>1st Year (55%)</td>
<td>16.86</td>
<td>17.16</td>
<td>17.46</td>
</tr>
<tr>
<td><strong>Certified Industrial Journeyman Painter</strong>&lt;br&gt;(Brush and Rollers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>32.23</td>
<td>32.80</td>
<td>33.37</td>
</tr>
<tr>
<td>Journeyman</td>
<td>29.30</td>
<td>29.82</td>
<td>30.34</td>
</tr>
<tr>
<td>3rd Year (85%)</td>
<td>24.91</td>
<td>25.35</td>
<td>25.79</td>
</tr>
<tr>
<td>2nd Year (75%)</td>
<td>21.98</td>
<td>22.36</td>
<td>22.76</td>
</tr>
<tr>
<td>1st Year (55%)</td>
<td>16.12</td>
<td>16.40</td>
<td>16.69</td>
</tr>
</tbody>
</table>

Unqualified painters with proof of five (5) years in the trade shall receive sixty-five percent (65%) of the applicable journeyman rate

c) **Foremen**

When the Contractor appoints a working foreman, the foreman shall be paid:
- Commercial – five (5%) increase for crew size of 4 or more – ten (10%) increase for crew size over 8
- Industrial – five (5%) increase for crew size 3-4 including foreman – ten (10%) increase for crew size of 5 or more
- Crew size does not include dedicated safety watch personnel

d) **Apprentices**

- 0 to 1800 hours - 55% of the journeyman rate
- 1801 to 3600 hours - 75% of the journeyman rate
- 3601 to 5400 hours - 85% of the journeyman rate

The Contractor may employ one (1) apprentice for the first Journeyman employed and one additional apprentice for every two (2) Journeymen employed thereafter.
4. **Premiums**

The following premiums shall apply:

- Exterior (not including bridges) 85 feet and over - fifty cents (50¢) per hour
- Under slung bridge work - one dollar ($1.00) per hour.

5. **Vacation and Vacation Pay**

Annual vacation will be arranged as provided in The Employment Standards Code for the Province of Manitoba.

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, except first and second year Apprentices who shall receive four percent (4%) of the standard hourly rate for each hour worked.

Advance payment in lieu of pay at time of vacation in the amount set forth above shall be added to each employee's wages on each pay period.

6. **Payment in Lieu of Holidays**

Whether or not an employee works on any of the Holidays under Article 17, he shall receive in lieu of paid Holidays four and a half percent (4.5%) of his standard hourly rate for each hour worked.

7. **Trust Funds**

a) **Health and Welfare**

The Contractor shall contribute the amount set out below to the International Brotherhood of Painters and Allied Trades, Sign Workers and Painters Division, Local 739, Health and Welfare Trust Fund for all hours worked by all employees covered by this Appendix.

Effective May 1, 2019 $1.50 per hour

Health and Welfare contributions commence after 390 hours. Trust Fund contributions shall be remitted by the 15th of the month following the month in which contributions were collected to the following address:

Local 739 Health and Welfare Trust Fund
c/o Coughlin and Associates Ltd.
PO Box 764 Winnipeg, MB R3C 2L4
Phone No. (204) 942-4438
b) **Pension**

Except as provided below, the Contractor shall contribute the amount set out below for all hours worked by all employees covered by this Appendix to the International Brotherhood of Painters and Allied Trades Union and Industry

Effective May 1, 2019 $4.00 per hour

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 the Contractor or a contractor signatory to the Agreement being used for reference purposes.

A Unified remittance form shall be supplied by the Union to the Contractor and such form shall make provision for the listing of each employee's name, social insurance and number of hours worked. The completed remittance form, and the pension trust fund contributions and the Apprenticeship and Employee Development Fund (see Section 7 (c) below) contributions shall be forwarded to the 'I.B.P.A.T. Local 739 Benefit Trust Funds' at the following address:

Local 739 Health and Welfare Trust Fund  
c/o Coughlin and Associates Ltd.  
PO Box 764 Winnipeg, MB R3C 2L4  
Phone No. (204) 942-4438

Contributions shall be remitted by the 15th of the month following the month in which contributions were collected.

c) **Apprenticeship and Employee Development Fund**

a) Subject to (b) below, the Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Provincial Apprenticeship and Employee Development Fund.

Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be: 15 cents per hour

The Employee's contribution shall be: 5 cents per hour

b) Contractor and Employee contributions to the Fund will be discontinued immediately if one or more of the following occurs:
i) The Fund ceases to be governed by a Trust;

ii) The provisions of the Trust are not fulfilled;

iii) Employers are no longer represented on the Board of Trustees.

c) In the event that either the Association or the Council has reason to believe that one or more of the conditions described in (b) above has occurred, the matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor and employee contributions in trust.

8. Tools

The following tools and equipment shall be provided by all employees:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>White Overalls</td>
</tr>
<tr>
<td>Broad Knife (1 3&quot; and 1 5&quot; to 6&quot;)</td>
</tr>
<tr>
<td>1 Putty Knife</td>
</tr>
<tr>
<td>1 Scraper</td>
</tr>
<tr>
<td>1 Hammer</td>
</tr>
<tr>
<td>1 Nail Set</td>
</tr>
<tr>
<td>1 Phillips Screw Driver</td>
</tr>
<tr>
<td>4 Robertson Screw Drivers (#1, 2, 3 &amp; 4)</td>
</tr>
<tr>
<td>2 Flat Screw Drivers (large and small)</td>
</tr>
<tr>
<td>1 Hard Hat (approved under the Workplace Safety and Health Act)</td>
</tr>
<tr>
<td>1 Hand Sander</td>
</tr>
<tr>
<td>1 Pliers</td>
</tr>
<tr>
<td>1 Paint Brush spinner</td>
</tr>
<tr>
<td>2 Pot Hooks</td>
</tr>
<tr>
<td>1 Suitable Footwear (approved under the Workplace Safety and Health Act)</td>
</tr>
</tbody>
</table>

In addition to the foregoing, Spray Mechanics shall supply 1 - 10" and 8" crescent wrench and a Respirator (respirator of a type approved by the Contractor, the Union and the Workplace Safety and Health Division).

In addition to the above tool lists, Sandblasting Mechanics shall supply 1 - 8" pipe wrench.

If such an employee reports to work and is not in possession of the above noted tools and overalls, the Contractor shall supply same, for which the employee will be charged at cost.

A lock box is to be supplied by the Employer for the use of the Employees on the job site.
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.

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.

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.

9. Escalation and Reference

9.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Brotherhood of Painters and Allied Trades, Local 739, Painters Division and the Member Firms of the Manitoba Painters Negotiating Council, except that the Non-certified painter rate shall remain at 90% of the Certified Journeyman Painter rate throughout the term of this Agreement.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, and apprentices.

9.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

   a) Definitions and qualificational requirements for applicable classifications;

   b) Ratios indicating the number of apprentices, or other types of trainees who may be employed;

   c) Height pay including that associated with swing stage work.

9.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties.

   a) Shift premium but excluding any shift premium applicable to overtime
hours;

b) Pay in lieu of Holidays;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

d) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 9.2.1);

e) Rest provisions between shifts;

f) Provisions governing special trade related tests;

g) Safety clothing;

h) Tool lists and provisions governing loss of such tools on the Project.

9.2.1 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor’s contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

9.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.4 The provisions of 9.1 and 9.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 5a – Glassworkers Division

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

Local Union 739, Glass Workers Division

1. Hours of Work and Overtime

Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday, such time shall be paid at the rate of time and one-half of the straight time hourly rate, up to a combined total of 12 hours, after which the rate of pay shall be two times the straight time hourly rate.

On Saturdays, except as provided in Article 15.2, time and one-half shall be paid for the first 8 hours, after which the rate of pay shall be two times the straight time hourly rate.

On Sundays and on Holidays as specified in Article 17, double time shall be paid.

2. Shift Conditions

If the conditions are such that work on a particular job cannot be done during the regular daily hours, (7:00 a.m. to 6:00 p.m.) then nine (9) hours or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift on that job. Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

3. Callout

When emergency calls are made after completing the regular shift, the employee shall be paid at the applicable overtime rate, however, the employee shall not be paid less than the equivalent of four hours at the employee's straight time rate for any one (1) callout.
4. **Wages**

Wage rates shall be as follows:

(a) **Journeyman Glass and Metal Mechanics**

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$31.38</td>
<td>$31.87</td>
<td>$32.36</td>
</tr>
</tbody>
</table>

(b) **Apprentices**

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Period</td>
<td>50% of Jnmn</td>
<td>$15.69</td>
<td>$15.94</td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Period</td>
<td>55% of Jnmn</td>
<td>$17.26</td>
<td>$17.53</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Period</td>
<td>60% of Jnmn</td>
<td>$18.83</td>
<td>$19.13</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Period</td>
<td>65% of Jnmn</td>
<td>$20.40</td>
<td>$20.72</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Period</td>
<td>70% of Jnmn</td>
<td>$21.97</td>
<td>$22.31</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Period</td>
<td>75% of Jnmn</td>
<td>$23.54</td>
<td>$23.91</td>
</tr>
<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; Period</td>
<td>80% of Jnmn</td>
<td>$25.11</td>
<td>$25.50</td>
</tr>
<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; Period</td>
<td>85% of Jnmn</td>
<td>$26.68</td>
<td>$27.09</td>
</tr>
</tbody>
</table>

The ratio of apprentices to journeymen shall not exceed three (3) apprentices for each journeyman employed.

Any employee who does not have a journeyman certificate and who is not an apprentice will be evaluated by the Contractor on the basis of experience, range of experience and proficiency and slotted into the apprenticeship program.

(c) **Leadhands**

When a working leadhand is appointed by the Contractor he shall be paid a premium of one dollar and twenty-five cents ($1.25) per hour in addition to his normal rate.

5. **Height Premium**

A premium rate of one dollar ($1.00) per hour, in addition to the normal rate, shall be paid for all work performed from a swing stage.
6. **Vacation and Vacation Pay**

The annual vacation will be provided in accordance with the Employment Standards Code for the Province of Manitoba.

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 regular hour worked. This vacation pay allowance will be paid to an employee on his regular paydays, and shall be considered as advance payment for any vacation taken by the employee pursuant to the Employment Standards Code for the Province of Manitoba.

7. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, an employee shall receive in lieu of paid Holidays, four and a half percent (4.5%) of the employee's standard hourly rate for each hour worked to a maximum of forty (40) hours per week. An employee shall be paid such amounts on each regular pay.

8. **Trust Funds**

(a) **Health and Welfare**

The Contractor and each employee shall respectively contribute the amounts set out below to the Local Union 739 Health and Welfare Trust Fund. Contributions shall be based on hours worked. Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$1.18 per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$1.23 per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$1.28 per hour</td>
</tr>
</tbody>
</table>

The employee's contribution shall be:

- 22 cents per hour
(b) **Pension**

The Contractor shall contribute the amount set out below to the International Brotherhood of Painters and Allied Trades Union and Industry Pension Fund (Canada). Contributions shall apply to all hours worked by all employees covered by this Appendix.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$2.00 per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$2.15 per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$2.30 per hour</td>
</tr>
</tbody>
</table>

Contributions are to commence only when the employee achieves the status of 3rd period (70%) apprentice.

Contributions shall be remitted to the Administrator of each Fund by the 15th of the month following the month for which contributions are payable. Contributions shall be accompanied by a reporting form listing the employee's name and the respective amount remitted.

9. **Safety Clothing**

When the Contractor determines that protective clothing or equipment is necessary, he will provide the clothing and equipment to the employee without cost. However, if the clothing or equipment is lost or, in the judgement of the Contractor damaged beyond use through negligence or carelessness of the employee, the Contractor may replace the damaged or lost clothing or equipment at the expense of the employee.
10. **Tools**

A journeyman shall supply the following hand tools, which shall be of professional grade:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 set</td>
<td>Allen Keys Metric</td>
</tr>
<tr>
<td>1 set</td>
<td>Allen Keys Standard</td>
</tr>
<tr>
<td>1 only</td>
<td>Chalk String</td>
</tr>
<tr>
<td>1 only</td>
<td>Chisel - Wood</td>
</tr>
<tr>
<td>1 only</td>
<td>Chisel - Cold</td>
</tr>
<tr>
<td>1 only</td>
<td>Rat Tail File</td>
</tr>
<tr>
<td>1 only</td>
<td>Flat File</td>
</tr>
<tr>
<td>1 only</td>
<td>Small Round File</td>
</tr>
<tr>
<td>1 pair</td>
<td>Glass Pliers</td>
</tr>
<tr>
<td>1 only</td>
<td>Hacksaw</td>
</tr>
<tr>
<td>1 only</td>
<td>Hammer - Claw</td>
</tr>
<tr>
<td>1 only</td>
<td>Level - 2 Foot</td>
</tr>
<tr>
<td>1 only</td>
<td>Level - 4 Foot</td>
</tr>
<tr>
<td>1 only</td>
<td>Measuring Tape</td>
</tr>
<tr>
<td>1 only</td>
<td>Nail Set</td>
</tr>
<tr>
<td>1 pair</td>
<td>Pliers</td>
</tr>
<tr>
<td>1 pair</td>
<td>Glass Pliers</td>
</tr>
<tr>
<td>1 only</td>
<td>Plumb Bob</td>
</tr>
<tr>
<td>1 only</td>
<td>Pry Bar</td>
</tr>
<tr>
<td>1 only</td>
<td>Razor Knife</td>
</tr>
<tr>
<td>1 only</td>
<td>Screwdriver - Rob. - Green</td>
</tr>
<tr>
<td>1 only</td>
<td>Screwdriver - Rob. - Yellow</td>
</tr>
<tr>
<td>1 only</td>
<td>Screwdriver - Rob. - Red</td>
</tr>
<tr>
<td>1 only</td>
<td>Screwdriver - Rob. - Black</td>
</tr>
<tr>
<td>1 only</td>
<td>Screwdriver - Phil. - CP - 1</td>
</tr>
<tr>
<td>1 only</td>
<td>Screwdriver - Phil. - CP - 4</td>
</tr>
<tr>
<td>4 only</td>
<td>Screwdriver – Flat</td>
</tr>
<tr>
<td>1 only</td>
<td>Square - Combination</td>
</tr>
<tr>
<td>2 only</td>
<td>Tap Handles - 1/4&quot;</td>
</tr>
<tr>
<td>1 only</td>
<td>Vice Grip</td>
</tr>
<tr>
<td>1 only</td>
<td>Crescent Wrench</td>
</tr>
<tr>
<td>1 only</td>
<td>Side cutters or Tin snips</td>
</tr>
<tr>
<td>1 only</td>
<td>Set of Stubby Screwdrivers</td>
</tr>
<tr>
<td>1 only</td>
<td>Caulking Gun</td>
</tr>
<tr>
<td>1 only</td>
<td>Pop Rivet Gun</td>
</tr>
</tbody>
</table>
If an employee is not in possession of the required tools above-noted, the Contractor shall supply them and charge them, at cost, to the employee.

The Contractor shall replace Employees’ tools, if turned in, that are broken or worn due to normal use.

An apprentice shall be required to purchase the above tools during the first three (3) months of his apprenticeship.

The Contractor shall provide all power tools. The employee shall cooperate to keep said power tools in good condition.

11. Escalation and Reference

11.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Union of Painters and Allied Trades, Local Union 739, Glassworkers Division and the Management signatory, Quality Glass Installations.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

11.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

(a) definitions and qualificational requirements for applicable classifications.

(b) ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

(c) height pay including that associated with swing stage work.
11.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

(a) shift premium but excluding any shift premium applicable to overtime hours.

(b) pay in lieu of Holidays.

(c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: ‘the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee’.

(d) registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 11.2.1).

(e) rest provisions between shifts

(f) provisions governing special trade related tests

(g) safety clothing

(h) tool lists and provisions governing loss of such tools on the Project.

11.2.1 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor’s contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

11.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

11.4 The provisions of 11.1 and 11.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 5b – Floor Covering Division

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED Trades

Local Union No. 739, Floor Covering Division

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

Nine (9) hours shall constitute a day's work for five (5) days, Monday until Friday inclusive.

Except as provided in Article 15.2, overtime at the rate of time and one-half of the standard hourly rate shall be paid for all hours worked in excess of forty five (45) hours per week and for all hours worked on Saturdays.

On Sundays and Holidays as specified in Article 17, double time shall be paid.

2. **Wages**

Wage rates shall be as follows:

a) **Journeyman Floor Covering Installers**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$30.08 ***</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$30.84 ***</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$31.60</td>
</tr>
</tbody>
</table>

*** Note, no 2016 increase will be applied. Increases noted with an effective date of May 1, 2017, will only be effective January 1, 2018 (ie/ retro only to Jan 1, 2018)

b) **Apprentices:**

<table>
<thead>
<tr>
<th>Level</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Level</td>
<td>55% of the Journeyman Rate</td>
</tr>
<tr>
<td>Second Level</td>
<td>70% of the Journeyman Rate</td>
</tr>
<tr>
<td>Third Level</td>
<td>87.5% of the Journeyman Rate</td>
</tr>
<tr>
<td></td>
<td>(until achievement of Journeyman status)</td>
</tr>
</tbody>
</table>

A Journeyman means a person who holds a certificate of qualification or proficiency from a Provincial Apprenticeship system or from a source recognized by the Contractor or has acquired the skills of the trade by working in the trade for a period of not less than six years, and is proficient in performing all of the following tasks:

- Self-levelling and latex floor patching;
- Installation of carpet with a minimum six inch repeat pattern;
- Liquid welding;
- Installation of composite vinyl flooring with epoxy cement;
- Installation with automatic and hand welding of composition flooring;
- Mono-bound installation.

3. **Vacation and Vacation Pay**

Annual vacation will be arranged as provided in the Manitoba Employment Standards Code.

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, except first and second year apprentices and Improvers who shall receive four percent (4%) of the standard hourly rate for each hour worked.

Advance payment in lieu of pay at time of vacation in the amount set forth above shall be added to each employee's wages each pay period.

4. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays under Article 17, he shall receive in lieu of paid Holidays, four percent and a half (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount not later than the 31st day of December of the calendar year or upon termination of his employment whichever day is the earlier.

5. **Health and Welfare**

The employee shall contribute the amounts set out below to the Local Union 739 Health & Welfare Trust Fund. Contributions shall be based on hours worked. Employee contributions shall be collected at the source as a payroll deduction.

The employee contributions shall be:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2017</td>
<td>$1.45 per hour</td>
<td>*** Note – retro dates on these premiums shall only apply back to Jan 1, 2018</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$1.50 per hour</td>
<td></td>
</tr>
</tbody>
</table>

Health and Welfare Trust Fund contributions shall be remitted by the 10th of the Month following the month in which contributions were collected to the following address:

Local 739 Health and Welfare Trust Fund
PO Box 764
Winnipeg, MB R3C 3R8
6. **Pension Provision**

Provided:

a) The Local Union to which Carpet and Resilient Floor Tile Layers belong establishes a health and welfare plan and/or a pension plan in which employees covered by this Appendix are eligible to participate;

b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

   i) Proviso (a), above;

   ii) That Trust Agreements have been executed and registered.

A pension plan will be introduced into this Appendix on the following basis:

At the time of introduction of the health and welfare plan and/or the pension plan, the hourly rates for all classifications in this Appendix shall be reduced by the amount of the contractor's contribution to the said plan or plans. At the option of the Council, contributions to the plan or plans shall be made up by employee contributions or a combination of contractor and employee contributions. The Council shall advise the Association of the required contractor and/or employee contributions at the time the plan or plans are established.

Pension and/or health and welfare contributions shall be subject to adjustments, however all contributions shall continue to be made as outlined above and the effective date of such adjustments shall correspond to an effective date of changes to wages (See Section 7.1).

7. **Escalation and Reference**

7.1 **Wage Rates**

As provided in Section 7.2, the wage rates for all classifications in this Appendix shall be adjusted by a percentage, equivalent to the percentage adjustment in wage rates and in the employers' contribution rate to pension and health and welfare plans negotiated from time to time for the classification of journeyman painter (brush and rollers)(hereinafter referred to as the Reference Classification) by the International Brotherhood of Painters and Allied Trades, Local 739, Painters Division, and the Member Firms of the Manitoba Painters Negotiating Council.
7.2 **Method of Calculating Percentage Adjustment of Classifications**

The percentage adjustment of the Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in H&W})}{(\text{Expired } W) + (\text{Expired } P) + (\text{Expired H&W})} \times 100
\]

Where:
- Change means the increase or decrease in that benefit.
- W means wage rate.
- P and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last percentage adjustment was calculated.

7.2.1 In calculating the percentage adjustment of the Reference Classification, the result shall be rounded to the nearest hundredth of a per cent.

7.2.2 **Effective Date of Adjustments**

When changes to P and/or H&W in the agreement being used for reference purposes occur on the same date, the percentage adjustment of all such changes shall be calculated to determine the percentage adjustment by which wage rates in the Appendix are to be adjusted and the foregoing shall be the effective date of the resultant wage rates.

When changes to P and/or H&W are not effective on the effective date of any changes to W in the agreement being used for reference purposes, such changes shall be deemed to be effective on the date of a change to W next occurring, and the procedures set out above shall be followed.

When: a) there are no changes to W but there are changes to P and/or H&W, or b) there are changes to P and/or H&W but no subsequent changes to W during the term of the agreement being used for reference purposes, the calculated percentage adjustment shall be effective on the effective date of such changes in the agreement being used for reference purposes.

7.2.3 In applying the percentage adjustments, the resultant wage rates shall be rounded to the nearest cent.
7.3 **Vacation and Holiday Pay**

The percentage figure set out in Sections 3 and 4 of this Appendix, shall be adjusted to be the same as that in effect in Appendix No. 5 of this Agreement.

7.4 The provisions of 7.1 and 7.2 above shall be adjusted by following the procedure set out in Article 30 of this Agreement.

7.5 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.
1. **Hours of Work and Overtime**

Nine (9) hours shall constitute a day’s work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day’s work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half of the straight time hourly rate for the first two hours worked and double the straight time hourly rate for all hours worked thereafter.

On Saturdays and Sundays, except as provided in Article 15.2, all hours worked shall be paid at the rate of one and one-half (1½) times the regular straight time hourly rate.

On Holidays as specified in Article 17, double time shall be paid.

2. **Shift Conditions**

If the conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours, or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift on that job.

An employee who works the majority of his hours between 4:00 p.m. and 12:00 a.m. will receive shift premium at the amount of two dollars ($2.00) per hour above the standard hourly rate for all consecutive hours worked. In the case of an employee working the majority of his hours between 12:00 a.m. and 8:00 a.m. he will receive shift premium at the amount of two dollars ($2.00) per hour above the base hourly rate for all consecutive hours worked.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

Shift premium shall not be paid on any overtime hours worked.

The starting and quitting time of all shift work will be decided by the contractor.
3. **Wages**

Wage rates shall be as follows:

**a) Journeyman Insulator - Industrial**

<table>
<thead>
<tr>
<th>Journeyman ‘A’</th>
<th>May 1, 2019***</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman ‘B’ (only to be used for calculation of Apprentice rates)</td>
<td>$30.00</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>1st Year Apprentice (58%)</td>
<td>$17.40</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>2nd Year Apprentice (69%)</td>
<td>$20.70</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>3rd Year Apprentice (81%)</td>
<td>$24.30</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>4th Year Apprentice (92%)</td>
<td>$27.60</td>
<td>TBA</td>
<td>TBA</td>
</tr>
</tbody>
</table>

*** As a wage reduction from prior years, although the effective date is May 1, 2019 no recovery of wages will be completed.

TBA – will be announced through Wage Re-Opener 1 and Wage Re-Opener 2 in the applicable years.

**b) Foreman Premium**

When the Contractor appoints a journeyman as a working foreman he shall be paid, in addition to the journeyman's rate, the applicable amount set out below:

In charge of:

Four (4) to fifteen (15) employees, 105% to 120% of the journeyman rate, in the discretion of the Contractor.

**c) General Foreman Premium**

A General Foreman will receive between 120% to 135% of the base Journeyman rate (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 forty-five (45) members.

**d) Apprentices**

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Journeyman's rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>58%</td>
</tr>
<tr>
<td>2nd year</td>
<td>69%</td>
</tr>
<tr>
<td>3rd year</td>
<td>81%</td>
</tr>
<tr>
<td>4th year</td>
<td>92%</td>
</tr>
</tbody>
</table>
A fourth year Apprentice must work at the trade for four (4) years and pass any trade examinations before he can become a Journeyman Insulator.

The ratio of Apprentices to Journeymen employed by a Contractor may equal one journeyman to one Apprentice.

When the Union is unable to supply competent and qualified Journeymen, contractors may use fourth year Apprentices to expedite the job.

No Apprentice shall be made up to Journeyman status by the Union or advanced in pay scale by the contractor until he has completed his full allotment of time at the trade as set forth above. For purposes of computing apprentice pay scales 1800 hrs. shall equal one (1) year's credit. The Union will issue each Apprentice with a log book. The contractor will, once a year or on termination of employment, whichever comes first, fill in the number of hours worked at each aspect of the trade in the employee's log book together with a report on the employee's aptitude for the trade, his progress in learning the trade and his attitude.

4. **Height Premiums**

Employees working on swing stages or bosun chairs shall not receive a premium.

5. **Vacation and Vacation Pay**

Annual vacation will be arranged as provided in The Employment Standards Code for the Province of Manitoba.

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.

Advance payment in lieu of pay at time of vacation in the amount set forth above shall be added to each employee's wages on each pay period.

6. **Payment in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays four and a half percent (4.5%) of his gross hourly rate for each hour worked (gross hourly rate shall be deemed to mean his base hourly rate plus the 6% for vacation pay). The employee shall receive this allowance at the time and under the conditions set forth in the Employment Standards Code for the Province of Manitoba. [Gross hourly rate shall be deemed to mean his standard hourly rate plus six percent (6%) of same].
7. **Trust Funds**

**Health and Welfare**

The Contractor and each employee shall contribute the amounts set out below to the Manitoba Multiple Trade Health and Welfare Trust Fund. Contributions shall apply to all hours worked and shall be collected at the source as a payroll deduction.

**Effective May 1, 2015:**

- The Contractor's contribution shall be: $0.55
- The Employee's contribution shall be: $0.55

**Pension Fund**

The Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Manitoba Multiple Trade Pension Trust Fund for all hours worked by all employees covered by this Appendix. The employee's contributions shall be collected at the source as a payroll deduction.

- The Contractor's contribution shall be:
  - Effective May 19, 2013: $2.30 per hour

- The Employee's contribution shall be:
  - Effective May 1, 2019: $2.75 per hour

**Note:** The Contractor's contributions to the Manitoba Multiple Trade Pension Trust Fund will be prorated for Apprentice Insulators in accordance with the following percentages:

- **Apprentices**
  - 1st year: 58% of Journeyman's rate
  - 2nd year: 69% of Journeyman's rate
  - 3rd year: 81% of Journeyman's rate
  - 4th year: 92% of Journeyman's rate

Contributions to the above Pension Fund and Health and Welfare Fund shall be submitted each month by the 15th of the month following the month for which contributions are collected.
8. **Insulators Health Hazards Fund**

The Contractor shall deduct at the source the amount set out below for each hour worked by each employee covered by this Appendix, and remit same in a single lump sum payment to the Insulators Health Hazards Fund c/o the Local Union by the 15th of the month following the month in which contributions are collected. The Union shall supply satisfactory deduction forms suitable to the Contractor.

The Employee's contribution shall be: 2¢ per hour

9. **Safety Equipment and Tools**

The Contractor shall furnish and maintain without charge to the employee:

- All necessary power tools
- All necessary protective devices
- Hand cleaner and protective face cream
- Special brushes and staple gun
- All metal cutting tools that are worn out or damaged due to work on stainless steel metal

The employee shall be responsible for the return in good condition of all protective devices, power tools, tools and protective clothing issued by the Contractor. The Contractor accepts the responsibility for normal wear and tear. The employee may be charged depreciated replacement cost for lost or abused items.

The Contractor will provide work gloves (leather palm) upon the request of the employee. The employee will return worn-out work gloves to the Contractor prior to receiving a new pair. The Contractor will provide coveralls to employees who are working with foam glass, mastics and bulk adhesive products. The employee will return worn-out coveralls to the Contractor prior to receiving a replacement pair at no charge and will return the coveralls when the work in question is completed.

An approved respirator shall be furnished by the Contractor on request. Replacement respirators will be provided at no cost, only when the used respirator is turned in to the Contractor's representative, and is obviously unfit for further use. If the used respirator is not turned in the cost of the new respirator will be deducted from the employee's pay. A supply of respirator filters shall be available at no cost to the employee.
Tools

The Contractor will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Contractor. Claims for lost or destroyed tools must be submitted in writing with a list of such tools and the value thereof, along with substantial evidence of loss. This list must be submitted within five working days of loss unless good reason can be shown for not having done so.

The following basic tools must be provided by the employee:

<table>
<thead>
<tr>
<th>Description</th>
<th>3rd &amp; 4th Year</th>
<th>2nd Year</th>
<th>1st Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 tool pouch or carryall</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 16 ft tape</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 pair 7&quot; or 8&quot; nippers</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 knife</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 banana knife or utility knife</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 scissors</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2 Metal Masters (M1 &amp; M2)</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 pointer trowel, 5&quot; or 6&quot;</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1 pruning saw</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1 keyhole saw</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1 scratch awl</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 hammer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 set of dividers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 screwdriver set</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 12&quot; tin snips</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1 flat trowel, 4 1/2&quot; x 11&quot;</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

10. Escalation and Reference

10.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Association of Heat and Frost Insulators and Allied Workers, Local Union No. 99 and the Insulating Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.
10.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;

c) Height pay including that associated with swing stage work.

10.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 10.3);

b) Shift premium but excluding any shift premium applicable to overtime;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 10.2.1);

e) Registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 10.2.2);

f) Rest provisions between shifts;

g) Provisions governing special trade related tests;

h) Safety clothing;

i) Tool lists and provisions governing loss of such tools on the Project;

j) The following trusteed Plan, which shall be subject to the restrictions set out in Section 10.2.3: Insulators Health Hazards Fund.
10.2.1 A Holiday set out in Article 17 may be observed on a day, other than the
day on which it falls, provided the Holiday falls on a Saturday or Sunday
which is a non-working day, in which case the Holiday may be observed
on the closest following working day. The transferring of a Holiday shall
not apply to any employee who is on Christmas Leave, Isolation Leave or
any other type of Leave of Absence when the Holiday occurs.

10.2.2 The Contractor's contribution to any pension and health and welfare plan
may be applied on a per hour worked basis; however, the Contractor's
contribution rate in respect of overtime hours shall not be greater than the
required contribution rate for Contractors in respect of straight time hours.

10.2.3 The Contractor's contribution to the plan referred to in Section 10.2 (j)
may be applied on a per hour worked basis; however, the Contractor's
contribution rate in respect of overtime hours shall not be greater than the
required contribution rate for contractors in respect of straight time hours.

10.3 Notwithstanding anything contained in this Agreement or in this Appendix, the
regular hours of work are not subject to adjustment during the life of this
Agreement, and such regular hours of work shall be paid at regular rates of wages.
Further, overtime payments at a rate greater than time and one-half will not be
introduced in this Appendix in respect of the first two (2) hours of overtime,
Monday to Friday inclusive.

10.4 The provisions of 10.1 and 10.2 above shall be dealt with by following the
procedure set out in Article 30 of this Agreement.
APPENDIX NO. 7 - Lathers

Manitoba Regional Council of Carpenters, Lathers, Millwrights and Allied Workers

Local Union 343 (Lathing and Drywall)

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

   Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

   If more than the recognized daily hours are worked in any one (1) day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half.

   On Saturdays, except as provided in Article 15.2, time and one-half shall be paid.

   On Sundays, and on Holidays, as set out in Article 17, double time shall be paid.

2. **Shift Conditions**

   If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours, or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift on that job.

   Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

3. **Wages**

   Wage rates shall be as follows:

   3.1 Interior Systems Mechanics: (formerly Lathers and Drywall Applicators)

   (a) Journeyman Interior Systems Mechanic:

   **Effective**
   January 1, 2017   $30.45 per hour
(b) Working Foremen

When a working Foreman is appointed by the Contractor, the person so appointed must be a qualified Journeyman Interior Systems Mechanic and will be paid fifteen (15%) percent above the Journeyman's wage rate.

(c) Height Premiums

All employees working on swing stages or bosom chairs shall receive four (4) percent of the certified Journeyperson rate, in addition to his/her regular rate of pay.

(d) Apprentices

First six months  50% of Journeyman’s rate
Second six months  60% of Journeyman’s rate
Second year  65% of Journeyman’s rate
Third year  70% of Journeyman’s rate
Fourth year  80% of Journeyman’s rate

The ratio of Apprentice to Journeyman shall be a minimum 1:1 ratio of journeymen to apprentices.

The Union will issue each Apprentice with a log book. The Contractor will, once each year or on termination of employment, whichever comes first, fill in the number of hours worked at each aspect of the trade in the employee's log book together with a report on the employee's aptitude for the trade, his progress in learning the trade and his attitude.

4. Rest Period

When an employee has not been provided with a full eight (8) hours rest period between shifts, the employee will be paid at double the straight time hourly rate for all hours worked until such time as an eight hour break occurs.
5. **Vacations and Vacation Pay**

Annual Vacation will be arranged as provided for in the Employment Standards Code for the Province of Manitoba.

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, except as set out below.

A person hired who is not a journeyman and who was not a Member of the Union as of May 1, 1990 will receive Vacation Pay at the rate of four percent (4%) of the employee's standard hourly rate for each hour worked.

Advance payment in lieu of pay at time of vacation in the applicable amount set forth above shall be added to each employee's wages on each pay period.

6. **Payment in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays four and a half percent (4.5%) of his standard hourly rate for each hour worked. The employee shall receive this allowance at the time and under the conditions set forth in the Employment Standards Code.

7. **Trust Funds**

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Manitoba Multiple Trade Health and Welfare and Pension Trust Funds. Contributions shall apply to all hours worked. The employee's contributions shall be collected at the source as a payroll deduction.

(a) **Health and Welfare**

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's contribution</td>
<td>83 cents per hour worked</td>
</tr>
<tr>
<td>Employee's contribution</td>
<td>25 cents per hour worked</td>
</tr>
</tbody>
</table>

(b) **Pension Fund**

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's contribution</td>
<td>$1.50 per hour worked</td>
</tr>
</tbody>
</table>

Contributions to the above pension fund and health and welfare fund shall be submitted each month by the 15th of the month following the month for which contributions are collected.
(c) **Training Trust Fund**

(a) Subject to (b) below, the Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Training Trust Fund. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

Thirty cents per hour.

The Employee's contribution shall be:

Five cents per hour.

The Contractor shall forward the above contributions to the Training Trust Fund by the fifteenth (15th) day of the month following the month in which the hours were worked.

(b) Contractor and Employee contributions to the Fund will be discontinued immediately if one or more of the following occurs:

(i) the Fund ceases to be governed by a Trust,

(ii) the provisions of the Trust are not fulfilled,

(iii) Employers are no longer represented on the Board of Trustees.

(c) In the event that either the Association or the Council has reason to believe that one or more of the conditions described in (b) above has occurred, the matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor and employee contributions in trust.

8. **Tools**

(a) **Tools and equipment to be supplied by Journeyman Interior Systems Mechanics:**

1 Tool box 10" x 10" x 20" preferred
1 Pair of Nippers (Todds #4)
1 Pair of Aircraft Snips (Wiss)
1 Lathers Hatchet
1 5/8" Cold Chisel
1 Plumb Bob minimum weight 2 lb.
1 Hack Saw Frame and #32 blades
1 Gypsum Knife and pouch
1 24” x 18” Steel Square
1 100 foot nylon line
1 Screw Driver (or combination preferred)
1 Drywall Saw (Keyhole)
1 25 foot or 50 foot Tape
1 Level 2 feet long
1 16 foot Steel Tape (3/4”)
1 Pair of Snips (#8 Wiss)
1 3/4" Cold Chisel
1 Taper Punch
1 Stub Nail Magnet
1 Lathers nail bag and belt
1 45 - Sliding Square
1 Chalk Line Dispenser and Chalk Marking pencils or the equivalent
1 2 lb. Ball Peen Hammer
1 Hard Hat
1 Pair Safety Goggles
1 Pair Safety Shoes
1 Screw Gun (Safety approved)
1 100' Extension Cord (Safety approved)

All other power tools shall be supplied by the Contractor.

(b) **Interior Systems Mechanics Apprentices’ Tools**

When hiring an Apprentice the Contractor agrees to supply a basic set of tools at cost to the Apprentice. Payment for these tools by the Apprentice shall be made during the first month of employment. A full set of tools must be acquired by the Apprentice within his first year of apprenticeship.

The basic set of tools required consists of the following:

1 Lath Hatchet 1 Crescent Type Hack Saw Frame
1 5/8" Cold Chisel 1 Nail Bag
1 16' Measuring Tape (3/4") 1 #8 Wiss Brand Cutting Snips
1 #8 Todd Pattern Nippers 1 Pair of Aircraft Snips (Wiss)
1 Wallboard Knife and Blades 1 Hard Hat
1 Pair Safety Goggles 1 Pair Safety Shoes
1 Screw Gun (Safety approved) 100' Extension Cord (Safety approved)

(c) **Interior Systems Mechanics Journeymen assigned Drywall Applications and Apprentices’ Tools**
1 Tool Box 10" x 10" x 20" and Lock
1 Wallboard Knife and Blades
1 Board Lifter
1 Plumb Bob
1 Cold Chisel
1 16" x 24" Steel Square
1 Tool Pouch
1 Sharpening Stone (Approved Notches)
1 Hammer Type Stapler
1 Pair of Aircraft Snips (Wiss)
1 T Square
1 16' Measuring Tape (3/4")
1 Pair Safety Goggles
1 Hard Hat 1 Screw Gun (Safety approved)
1 100' Extension Cord (Safety approved)

1 Wallboard Saw
1 Approved Wallboard Hatchet
1 2' Level
1 Chalk Line and Dispenser
1 Hack Saw
1 Combination Screw Driver
1 Keyhole Saw
1 Notched Adhesive Spreader
1 Taper Punch
1 Pair of Nippers
1 Set of Kwik Cutters
1 Pair Safety Shoes

All other power tools shall be supplied by the Contractor.

When hiring an Apprentice the Contractor agrees to supply a basic set of tools at cost to the employee. Payment for these tools by the employee shall be made during the first month of employment. A full set of tools must be acquired by the employee within his first year of employment.

9. Escalation & Reference

9.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the Manitoba Regional Council of Carpenters, Lathers, Millwrights and Allied Workers, Local Union 343, and the Drywall and Lathing Trade Divisions of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

9.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

(a) definitions and qualification requirements for applicable classifications.
(b) ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

9.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

(a) shift premium but excluding any shift premium applicable to overtime hours.

(b) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: 'the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee'.

(c) pay in lieu of Holidays.

(d) registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 9.2.1).

(e) rest provisions between shifts

(f) provisions governing special trade related tests

(g) safety clothing

(h) tool lists and provisions governing loss of such tools on the Project.

9.2.1 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

9.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.4 The provisions of 9.1 and 9.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
NOTE: THIS REPRESENTS AN INTERIM ESCALATION OF THIS APPENDIX NO. 8, UNTIL SUCH TIME AS IT IS SUPERSEDED BY A PERMANENT ESCALATION ONCE THE APPROPRIATE REFERENCE AGREEMENT IS IN HAND.

APPENDIX NO. 8 - Plasterers

THE OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION

Local Union No. 222 (Plasterers)

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any one (1) day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half.

On Saturdays, except as provided in Article 15.2, time and one-half shall be paid.

On Sundays, and on holidays, as set out in Article 17, double time shall be paid.

2. **Shift Conditions**

If the conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours, or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift on that job.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

The starting and quitting time of all shift work will be decided by the contractor.
3. **Wages**

Wage rates shall be as follows:

(a) **Journeyman Plasterers**

   Effective June 1, 2009, $23.70 per hour

   Effective January 1, 2010, $24.65 per hour

(b) **Working Foreman**

   When the Contractor appoints a working Plasterer Foreman, he shall receive a minimum of seventy cents (70 cents) per hour above the Journeyman's wage rate.

(c) **Plastering Trade Trainees**

   The rate for a Trainee Plaster's shall be:

   Trainee 1 (1st 1200 hours):

   effective June 1, 2009 - $14.25 per hour

   effective January 1, 2010 - $14.75 per hour

   Trainee 2 (between 1200 and 2400 hours):

   effective June 1, 2009 - $19.00 per hour

   effective January 1, 2010 - $19.70 per hour

   The Contractor may employ one (1) Plastering Trainee for each Journeyman Plasterer employed.

When a person is hired as an experienced Plasterer's Helper the employee will be required to carry the following tools, all of which must be maintained in good condition.

- Hammer
- Pliers
- Pointing Trowel
- Wash Brush
- Shingle
- Small Saw
- Scraping Trowel
4. **Rest Period**

When an employee has not been provided with a full eight (8) hours rest period between shifts, the employee will be paid at double the straight time hourly rate for all applicable hours worked until such time as an eight hour break occurs.

5. **Vacation and Vacation Pay**

Annual vacation will be arranged as provided in The Employment Standards Code for the Province of Manitoba.

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, except as set out below.

A person who is not a Journeyman and who was not a Member of the Union as of May 1, 1990, will receive Vacation Pay at the rate of four percent (4%) of the employee's standard hourly rate for each hour worked.

Advance payment in lieu of pay at time of vacation in the applicable amount set forth above shall be added to each employee's wages on each pay period.

6. **Payment in Lieu of Holiday**

Whether or not an employee works on any of the holidays under Article 17, he shall receive in lieu of paid holidays four percent (4%) of his standard hourly rate for each hour worked. The employee shall be paid this allowance at the time and under the conditions set forth in the Employment Standards Code.

7. **Trust Funds**

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Manitoba Multiple Trade Health and Welfare and Pension Trust Funds. Contributions shall apply to all hours worked. The employee's contributions shall be collected at the source as a payroll deduction.

a) **Health and Welfare**

<table>
<thead>
<tr>
<th>Contractor's contribution</th>
<th>10 cents per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee's contribution</td>
<td>70 cents per hour</td>
</tr>
</tbody>
</table>

b) **Pension Fund**

<table>
<thead>
<tr>
<th>Contractor's contribution</th>
<th>50 cents per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee's contribution</td>
<td>80 cents per hour</td>
</tr>
</tbody>
</table>
Contributions to the above pension fund and health and welfare fund shall be submitted each month by the 15th of the month following the month for which contributions are collected.

c) **Training Trust Fund**

a) Subject to (b) below, the Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Training Trust Fund. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be: two cents per hour
The Employee's contribution shall be: two cents per hour

The Contractor shall forward the above contributions to the Training Trust Fund by the fifteenth (15th) day of the month following the month in which the hours were worked.

b) Contractor and Employee contributions to the Fund will be discontinued immediately if one or more of the following occurs:

   i) The Fund ceases to be governed by a Trust;

   ii) The provisions of the Trust are not fulfilled;

   iii) Employers are no longer represented on the Board of Trustees.

c) In the event that either the Association or the Council has reason to believe that one or more of the conditions described in (b) above has occurred, the matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor and employee contributions in trust.
8. **Tools & Equipment**

All journeymen and apprentices shall provide the following tools:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>hawk</td>
</tr>
<tr>
<td>2 plastering trowels and point trowels</td>
</tr>
<tr>
<td>1 soft bristle brush for finishing work (minimum width 6&quot;)</td>
</tr>
<tr>
<td>1 small tool brush</td>
</tr>
<tr>
<td>metal angle float</td>
</tr>
<tr>
<td>wood float</td>
</tr>
<tr>
<td>1 carpet or sponge rubber float</td>
</tr>
<tr>
<td>chalkline</td>
</tr>
<tr>
<td>spirit level</td>
</tr>
<tr>
<td>tinsnips</td>
</tr>
<tr>
<td>square rule</td>
</tr>
<tr>
<td>hatchet</td>
</tr>
<tr>
<td>hammer</td>
</tr>
<tr>
<td>saw</td>
</tr>
<tr>
<td>browning brush</td>
</tr>
<tr>
<td>mitre rod</td>
</tr>
<tr>
<td>scratcher</td>
</tr>
<tr>
<td>foundation marker</td>
</tr>
<tr>
<td>white coveralls</td>
</tr>
</tbody>
</table>

9. **Escalation and Reference**

9.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the Operative Plasterers and Cement Masons International Association Local 334, (Plasterers) and the Plastering Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

9.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;
b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

9.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Shift premium but excluding any shift premium applicable to overtime hours;

b) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

c) Pay in lieu of Holidays;

d) Registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 9.2.1);

e) Rest provisions between shifts;

f) Provisions governing special trade related tests;

g) Safety clothing;

h) Tool lists and provisions governing loss of such tools on the Project.

9.2.1 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

9.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.4 The provisions of 9.1 and 9.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 8a – Cement Masons

THE OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION

Local Union No.222 (Cement Masons)

BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #9, for additional information regarding Appendix 8A

1. **Hours of Work and Overtime**

Nine (9) hours shall constitute a day's work for four (4) days Monday through Thursday, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any one (1) day or shift, Monday to Thursday, such time shall be paid at the rate of time and one-half for the first three (3) hours and double time for hours worked thereafter in any one (1) day.

If more than the recognized daily hours are worked on Friday, such time shall be paid at the rate of time and one-half for the first four (4) hours and double time for hours worked thereafter.

On Saturdays, except as provided in Article 15.2, time and one-half shall be paid.

On Sundays and holidays as specified in Article 17, double time shall be paid.

2. **Shift Conditions**

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours or eight (8) hours, as the case may be, may be worked during any hours and may constitute a regular shift. When a shift ends between 6:00 p.m. and 7:00 a.m. an employee shall receive 1.09 times his normal rate for all hours worked at straight time. Shift work premium will not be paid on any overtime hours worked.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

(a) **Journeyman Cement Masons:**

Effective May 1, 2019  $34.81

(b) **Foreman:**

When the Contractor appoints a working foreman, he shall receive a minimum of $1.25 (one dollar and twenty-five cents) per hour above the Journeyman's wage rate. In the discretion of the Contractor, the amount may be higher.

(c) **Pre-apprentice:**

i) The contractor may employ one (1) pre-apprentice for each Journeyperson employed.

ii) Pre-apprentices may be employed for a maximum of 500 hours. The employer shall maintain a log book for all hours worked as a pre-apprentice. The contractor shall forward a copy of the employee’s log book to the union upon their request.

iii) The wage scale of pre-apprentices shall be:

First 500 hours (55% of the Journeyperson rate.)

(d) **Apprentices:**

i) The Contractor may employ one (1) apprentice for every Journeyman employed.

ii) The term of apprenticeship in the trade is two levels, with each level consisting of a period of at least 12 months during which the apprentice must complete 1,800 hours of technical training and practical experience.

iii) The scale of wages for apprentices shall be:

   - Level 1 (0 - 1800 hours) - 65% of the Journeyman's rate
   - Level 2 (1801 – 3600 hours) - 80% of the Journeyman's rate

iv) The Contractor will maintain a log book on each apprentice and hours to be credited towards that employee’s apprenticeship will be entered on a weekly basis. The Contractor will provide the log book to the apprentice upon termination of employment and will forward to the Union a copy of the log book entries indicating the number of hours credited to that apprentice.
v) Apprentices shall provide the hand tools set out in the Tool Section of this Appendix.

4. **Vacation and Vacation Pay**

Annual vacation will be arranged as provided in The Employment Standards Code for the Province of Manitoba.

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, except as set out below.

Advance payment in lieu of pay at time of vacation in the applicable amount set forth above shall be added to each employee's wages on each pay period.

5. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays under Article 17, he shall receive in lieu of paid Holidays, four percent (4%) of his standard hourly rate for each hour worked. The employee shall be paid this allowance at the time and under the conditions set forth in the Employment Standards Code.

6. **Trust Funds**

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Manitoba Multiple Trade Health and Welfare and Pension Trust Funds. Contributions shall apply to all hours worked. The employee's contributions shall be collected at the source as a payroll deduction.

(a) **Health and Welfare**

<table>
<thead>
<tr>
<th>Contracting contribution</th>
<th>$0.55 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions</td>
<td>70 cents per hour</td>
</tr>
</tbody>
</table>

(b) **Pension Fund**

<table>
<thead>
<tr>
<th>Contracting contribution</th>
<th>$1.99 (one dollar and ninety-nine cents per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions</td>
<td>80 cents per hour</td>
</tr>
</tbody>
</table>

(c) Employee contributions for pre-apprentice workers shall be optional.

Contributions to the above Pension Fund and Health and Welfare Fund shall be submitted each month by the 15th of the month following the month for which contributions are collected.
7. **Tools**

Cement Masons shall provide the following hand tools:

- 2 hand trowels (one 14" and one 16")
- 1 pointing trowel
- 1 hand float
- 1 chipping hammer
- 1 brush (5" or 6")
- 1 chalk line
- 1 spirit level
- 1 tape (minimum 12' or 4 m)
- 1 edger
- 1 jointer

8. **Escalation and Reference**

8.1.1 **General Approach**

Subject to and in accordance with the conditions set out below, and subject to any adjustments arising from the application of Section 8.2, the wage rates set out in this Appendix will be adjusted by a percentage equivalent to the weighted 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 in 8.1.2.

8.1.2 **Reference Classifications and Weighting**

The Reference Classifications and the weighting of these classifications shall be as follows:

<table>
<thead>
<tr>
<th>Reference Classification</th>
<th>Weighting Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>The General Construction Labourer classification as set out in the Agreement negotiated and executed by the Construction Labour Relations Association (CLRA) of Manitoba and the Construction and Specialized Workers' Union, Local Union 1258</td>
<td>40%</td>
</tr>
</tbody>
</table>
8.1.3 Method of Calculating Weighted Percentage Adjustment of Reference Classifications

The weighted percentage adjustment of each Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in } H&W)}{(\text{Expired } W) + (\text{Expired } P) + (\text{Expired } H&W)} \times 100 \times \text{Weighting Factor}
\]

Where:

- Change means the increase or decrease in that benefit.
- W means wage rate.
- P and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last weighted percentage adjustment was calculated.
- Weighting factor means the factor assigned to a particular Reference Classification as set out in 8.1.2.

8.1.3.1 In calculating the weighted percentage adjustment of a Reference Classification, the arithmetic result shall be rounded to the nearest hundredth of a percent.

8.1.4 Effective Date of Wage Rate Adjustments and Adjustments to Pension and Health and Welfare Plans and Application of the Formula
8.1.4.1 Effective Date of Wage Rate Adjustments

When the wage rate adjustment of a Reference Classification(s) is effective on the first of any month, then the wage rate adjustment of the hourly rates in this Appendix shall be effective on that date.

When the wage rate adjustment of a Reference Classification(s) is not effective on the first of any month, it shall be deemed to be effective on the first of the month following, and the wage rate adjustment of hourly rates in this Appendix shall be effective on that date.

8.1.4.2 Effective Date of Adjustments to the Employers’ Contribution Rate to Pension and/or Health and Welfare Plans

When the adjustment to the employers’ contribution to the pension and/or health and welfare plans of a Reference Classification(s) is effective on the effective date, or pursuant to 8.1.4.1 the deemed effective date, of any wage rate adjustment of any Reference Classification, then such adjustment shall be calculated and taken into account on that date. If this is not the case, then such adjustment shall be calculated and taken into account on the closest following effective date of a wage rate adjustment.

8.1.4.3 In applying the weighted percentage adjustment, the resultant wage rate shall be rounded to the nearest cent, following which, any adjustment required by virtue of Section 8.2 shall be introduced to yield the new wage rate schedule that will apply in this Appendix.

8.2 Pension and Health and Welfare

8.2.1 The Contractor’s responsibility for contributions to the Pension and Health and Welfare Trust Funds referenced in Section 6 of this Appendix shall be no greater than one dollar and 99 cents ($1.99) per hour worked, and 55 cents per hour worked, respectively. In the event that the Operative Plasterers and Cement Masons International Association Local Union No. 222 requires increased contributions to its Pension and/or Health and Welfare Trust Funds, the total amount of said increase will be deducted from the employees’ wages or become an employee contribution.
8.2.2 The Contractor's contribution to the Pension and Health and Welfare Plans may be applied on a per hour worked basis; however, the Contractor's contributions rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

8.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

8.4 The provisions of Sections 8.1 and 8.2 shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 9 - Bricklayers and Allied Craftsmen

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN

Local Union No. 1 of Manitoba

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

**Overtime for Bricklayers and Masons**

If more than the recognized daily hours are worked in any day or shift, such time shall be paid at the rate of time and one half for the first two (2) hours and double the regular straight time hourly rate for all hours worked thereafter in that shift.

On Saturdays, except as provided in Article 15.2, and on Sundays and Holidays as set out in Article 17, double time shall be paid.

**Overtime for Tilesetters, Terrazzo Layers and Stone Setters**

If more than the recognized daily hours are worked in any day or shift, such time shall be paid at the rate of time and one half.

On Saturdays (except as provided in Article 15.2) and Sundays, time and one half shall be paid. On Holidays as set out in Article 17, double time shall be paid excepting Good Friday, Thanksgiving Day, Civic Holiday, and Victoria Day for which time and one-half shall be paid.

2. **Shift Conditions**

If the conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then nine (9) hours, or eight (8) hours as the case may be, may be worked during any hours and will be deemed to constitute a regular shift on that job.

For Bricklayers and Masons, a premium of fifteen (15%) of the regular straight time rate will be paid for each shift hour worked on a shift that cannot be done within the said normal working hours. Shift premium will not be paid on any overtime hours worked.
Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

3. **Wages**

Wage rates shall be as follows:

3.1 **Bricklayers and Masons**

   (a) **Journeyman Bricklayers and Masons**

<table>
<thead>
<tr>
<th>Effective:</th>
<th>May 1, 2019</th>
<th>October 1, 2019</th>
<th>May 1, 2020</th>
<th>October 1, 2020</th>
<th>May 1, 2021</th>
<th>October 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$38.27</td>
<td>$38.52</td>
<td>$38.77</td>
<td>$39.02</td>
<td>$39.27</td>
<td>$39.52</td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Year 90%</td>
<td>$34.44</td>
<td>$34.67</td>
<td>$34.89</td>
<td>$35.12</td>
<td>$35.34</td>
<td>$35.57</td>
</tr>
<tr>
<td>2nd Year 75%</td>
<td>$28.70</td>
<td>$28.89</td>
<td>$29.08</td>
<td>$29.27</td>
<td>$29.45</td>
<td>$29.64</td>
</tr>
<tr>
<td>1st Year 60%</td>
<td>$22.96</td>
<td>$23.11</td>
<td>$23.26</td>
<td>$23.41</td>
<td>$23.56</td>
<td>$23.71</td>
</tr>
</tbody>
</table>

   (b) **Bricklayer and Masonry Foreman**

   When the Contractor appoints a working foreman, that Foreman shall be paid an hourly rate fifteen (15%) above the Journeyman's rate, rounded to the nearest five (5) cents. Mid point results shall be rounded upwards to the next five cents (55).

   (c) **Bricklayer and Masonry Apprentices**

   Bricklayer Apprentices registered with the Department of Labour shall be paid the rate as laid down from time to time by the Apprenticeship Board of Manitoba as follows:

   - 1st year: 60% of Journeyman's rate (1,600 Hrs)
   - 2nd year: 75% of Journeyman's rate (1,600 Hrs)
   - 3rd year: 90% of Journeyman's rate (1,600 Hrs)

   A registered Bricklayer or Masonry Apprentice shall be deemed not to have completed his apprenticeship until he has passed the final examination for his Manitoba Certificate of Qualification. Failing this, the said Apprentice will remain in the third year category of his apprenticeship in status and pay rate, until such time as he obtains his certificate.
No second or third year Apprentice shall be advanced to the next years pay rate unless he has passed his regular school courses for that year and has served the necessary qualifying time.

When an apprentice passes the examination and has the required hours the apprentice shall immediately thereafter receive wages at the next level of apprenticeship.

The ratio of apprentices to journeymen shall not exceed one apprentice for every two journeyman bricklayers employed.

3.2 Tilesetters, Terrazzo Layers and Stone Setters

(a) Journeyman Tilesetters, Terrazzo Layers, and Stone Setters

NOTE: The wages set out for 3.2 (a) represents an interim escalation based on the ICI Construction and Wage Schedule till such time as an appropriate agreement is in hand

Effective January 1, 2014
$23.60/hr

(b) Foremen - Stone, Tile and Terrazzo Trades

When the Contractor appoints a working foreman that foreman shall be paid at least fifteen cents (15¢) per hour above the Journeyman's rate.

(c) Apprentices - Stone, Tile and Terrazzo Trades

Apprentices training in the Marble Tile and Terrazzo trades shall be paid the rate as laid down from time to time by the Apprenticeship Board of Manitoba as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50% of Journeyman's rate</td>
</tr>
<tr>
<td>2nd</td>
<td>55% of Journeyman's rate</td>
</tr>
<tr>
<td>3rd</td>
<td>65% of Journeyman's rate</td>
</tr>
<tr>
<td>4th</td>
<td>75% of Journeyman's rate</td>
</tr>
</tbody>
</table>

No Apprentice shall be made up to Journeyman status by the Union or advanced in pay scale by the Contractor until he has completed his full allotment of time at the trade. For purposes of computing Apprentice pay scales, 1800 hours shall equal one (1) year's credit. The Union will issue each Apprentice with a log book. The Contractor will, once each year or on termination of employment, whichever comes first, fill in the number of hours worked together with a report on the employee's aptitude for the trade, his progress in learning the trade and his attitude.
Qualified Grouter

effective May 1, 2006
$12.30/hr

A qualified Grouter is an Apprentice who, after the normal second year of apprenticeship, the Contractor, the Union and the Apprentice have mutually agreed that apprenticeship training should be discontinued and the person placed in the Grouter category.

The duties of the Grouter may include:

1. For all products that fall within the jurisdiction of the union:
   - Grouting
     - e.g., quarry tile; slate; brick; marble; granite; etc.
   - Mixing of all materials
     - e.g., cement bed; plaster; terrazzo; epoxy systems; etc.
   - Preparation work
     - e.g., cleaning of floor slabs prior to installation of products.
   - Cutting to size
     - e.g., marble tile and slab; quarry tile; etc.
   - Grinding of terrazzo.
   - Drilling of anchor holes and edging, finishing, and bullnosing work in relation to marble and granite slabs.
   - All typical helper functions that are required for the trade.

(e) Tile and Terrazzo Trainees

To encourage and promote the development of future tradesmen in the tile and terrazzo industry, certain personnel may be employed at the discretion of the Employer in this category. Persons with some experience in the trade wishing to enter into the apprenticeship training program, may do so at any time once he has completed the minimum of one (1) year within this Trainee category. The Employer has the right to determine where a new apprentice will fall on the current Apprentice wage scale. The union agrees that all Trainees do not have to join the Union as a condition of employment, and further that the Employer is not obligated to deduct Union dues for Trainee employees during the one (1) year training period. Once the one (1) year training period has been completed, the Employer shall commence deducting the applicable Union dues. The Employer shall notify the Union when new trainees are hired.

The Trainee hourly rate of pay shall be: $10.38
4. **Height Premiums**

Bricklaying and masonry employees working on swing stages or bosun chairs shall receive the following premiums:

- Over 45 feet = 50¢ per hour
- Over 150 feet = 75¢ per hour

5. **Vacation and Vacation Pay**

Annual vacation will be arranged as provided in the Employment Standards Code for the Province of Manitoba.

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.

Advance payment, in lieu of pay at the time of vacation, in the amount set forth above, shall be added to each employee’s wages on each pay period.

6. **Payment in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four and one half percent (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount at each pay period and under the conditions set forth in the Employment Standards Act.

7. **Health and Welfare and Pension Trust Funds**

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Manitoba Multiple Trade Health and Welfare Trust Fund and the Manitoba Multiple Trade Pension Trust Fund. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

(a) **Contributions for Bricklayers and Masons**

(i) **Health & Welfare Contributions**

Contractor's Contribution for Journeyman and Apprentice

Effective July 2, 2013 - $1.25 per hour

Employee's Contribution

nil.
(ii) **Pension Contributions**

<table>
<thead>
<tr>
<th></th>
<th>Effective: May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employer Contribution</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$6.30</td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
</tr>
<tr>
<td>3rd Year 90%</td>
<td>$5.67</td>
</tr>
<tr>
<td>2nd Year 75%</td>
<td>$4.73</td>
</tr>
<tr>
<td>1st Year 60%</td>
<td>$3.78</td>
</tr>
</tbody>
</table>

(b) **Contributions for Stone, Tile and Terrazzo Trades**

i) **Health & Welfare Contributions**

<table>
<thead>
<tr>
<th></th>
<th>Contractor's Contribution</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective May 1, 2006</td>
<td>$1.05 per hour</td>
<td>80 cents per hour</td>
</tr>
<tr>
<td>Effective October 1, 2006</td>
<td>$1.09 per hour</td>
<td>80 cents per hour</td>
</tr>
</tbody>
</table>

ii) **Pension Contributions**

<table>
<thead>
<tr>
<th></th>
<th>Contractor's Contribution</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective May 1, 2006</td>
<td>$3.02 per hour</td>
<td>$1.00 per hour</td>
</tr>
<tr>
<td>Effective October 1, 2006</td>
<td>$3.27 per hour</td>
<td>$1.00 per hour</td>
</tr>
</tbody>
</table>

Contributions to the Masonry Trust Fund and to the Manitoba Multiple Trade Health and Welfare Trust Fund shall be submitted each month by the 15th of the month following the month for which contributions are collected.

8. **Rest Period**

If an employee is not provided with at least an either (8) hour rest period between shifts, the employee shall be paid at double the regular straight time hourly rate until such time as an eight (8) hour break occurs.

9. **Industry Funds**

In recognition of the importance of advancing and promoting the interests of the masonry trade and industry in general, all for the mutual benefit of the members of the Masonry Trade Division (the "Division"), the Union and its members, and the Manitoba Masonry Institute (Contractors Section) (M.M.C.A) and its members, the parties hereto agree that certain contributions hereinafter set forth shall be made to the M.M.C.A and to the Union
to promote such objectives.

The Contractor shall contribute: the sum of thirty cents (30¢) per hour for each hour worked by its employees.

The total of both the employee contributions, if any, and employer contributions shall be forwarded to the M.M.C.A. not later than the 15th day of the month following the month in which such deductions or contributions were made, together with the "employer report form" to be supplied by the M.M.C.A.

10. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix No. 9 for Bricklayers and Masons shall be:

- After thirty-five (35) calendar days.

The return transportation time period referred to in Article 19.2.1 for this Appendix No. 9 for Tilesetters, Terrazzo Layers, and Stone Setters shall be:

- after forty (40) calendar days for a first tour of duty, and after thirty-five (35) calendar days for each consecutive tour of duty thereafter.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at one half of the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

11. **Tools**

Journeymen and apprentices shall be required to supply the ordinary hand tools of the Trade. The following tools shall be the minimum requirement for each and every bricklayer.

All tools shall be kept in good condition at all times. The bricklayer must replace any tools, which are not in good condition, within a reasonable period of time. Employers may replace employee tools and deduct the cost of the tool from the employee’s paycheque if tools are not replaced in a reasonable period of time.

1 Brick hammer
1 Mash hammer
2 Flat jointers
1 Trowel
Burntwood Nelson Agreement – Appendix 9 – Bricklayers

2 Chisels 10" and 6"  1 Hand brush
1 Pointing trowel  Tool box or bag
1 Bolster or brick set  1 Four foot level
1 Two foot level  1 100' line
2 Convertible round jointers  1 Raker
1 Combination Imperial/Metric
Rule or Tape, Line Pins or Corner
Blocks

Mason lines will be provided by the Contractor.

Tilesetters shall provide the following tools:

Water level – 30’ long min.
Rubber mallet
2’ aluminum level
Wood saw
Hole cutting hammers
Notched trowels
2’ square
Manual operated tile cutter &
wheel
Screw drivers
Assortment of chisels
Chalk line
Tin snips
Wonderboard knife
Tool box c/w lock
Mortar hook
Pliers
Plaster trowel
Pencil and sharpener
Light extension cord – 50’ long
4’ aluminum level
Claw hammer
Hack saw
Tile nippers
Pointing trowel
Rubber float

Terrazzo workers shall provide the following tools:

2’ aluminum level
Hack saw
Chalk line
Pliers
Tin snips
Assorted chisels
Too box c/w lock
Rubber mallet
Pointing trowel
Pound hammer
Wood saw
Flat trowels
Claw hammer
Light extension cord – 50’ long
Wonderboard knife

Marble setters shall provide the following tools:

4’ aluminum level
Hack saw
Assortment of chisels
2’ square
Plaster bowl
2’ aluminum level
Wood saw
Small grind stone
Screw drivers
Chalk line
Light extension cord – 50’ long
Claw hammer
Pliers
Pencils and sharpener
Burntwood Nelson Agreement – Appendix 9 – Bricklayers

Pointing trowels  Small clamps
Tin snips  Tool box c/w lock
Pound hammer  Rubber mallet
Wonderboard knife

12. **Escalation and Reference**

12.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Union of Bricklayers and Allied Craftsmen, Local Union No. 1 of Manitoba and the Manitoba Masonry Institute and the Manitoba Masonry Contractors Association (relative to Brick and Stone Masonry) and the Marble, Tile and Terrazzo Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

12.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

(a) definitions and qualificational requirements for applicable classifications.

(b) ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

(c) height pay including that associated with swing stage work.

12.2 **Other Conditions of Employment**

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

(a) overtime payments (subject to the restrictions set out in Section 12.3)

(b) shift premium but excluding any shift premium applicable to overtime hours.

(c) Vacation and Vacation Pay - such provisions may include any provisions
relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: 'the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee'.

(d) pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 12.2.1).

(e) registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 12.2.2).

(f) callout provisions.

(g) rest provisions between shifts

(h) personal effects insurance provisions

(i) provisions governing welding and other special trade related tests

(j) safety clothing

(k) tool lists and provisions governing loss of such tools on the Project.

(l) the following trusteed plans, each of which shall be subject to the restrictions set out in Section 12.2.3:
   i) building fund
   ii) trade improvement plans including educational and apprenticeship funds.

(m) the time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3).

(n) travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 12.2.4).

12.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

12.2.2 The Contractor's contribution to any pension and health and welfare plan
may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

12.2.3 The Contractor's contribution to any of the plans referred to in Section 12.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

12.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

12.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

12.4 The provisions of 12.1 and 12.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 10 – Sheet Metal

THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

Local Union 511 (Sheet Metal Workers)

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday, such time shall be paid at the rate of time and one-half for the first two (2) hours, and double time for hours worked thereafter in that shift.

On Saturdays, except as provided in Article 15.2, Sundays and on Holidays, as specified in Article 17, double time shall be paid.

2. **Shift Conditions**

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

A premium of 6.6% of the regular straight time rate will be paid for each shift hour worked on a shift that cannot be done within the said normal hours except that on those shift hours which are worked between 12:00 midnight and 6:00 a.m. a premium of 14.2% of the regular straight time rate will be paid. Shift premium will not be paid on any overtime hours worked.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

The starting and quitting time of all shift work will be decided by the contractor.
3. **Wages**

Wage rates shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>3 - July-16</th>
<th>1-May-17</th>
<th>1-May-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Journeyperson (100%)</td>
<td>$39.84</td>
<td>$40.57</td>
<td>$41.38</td>
</tr>
<tr>
<td>Journeyperson</td>
<td>$38.34</td>
<td>$39.07</td>
<td>$39.88</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>$33.07</td>
<td>$33.67</td>
<td>$34.35</td>
</tr>
<tr>
<td>Third Year</td>
<td>$29.08</td>
<td>$29.62</td>
<td>$30.21</td>
</tr>
<tr>
<td>Second Year</td>
<td>$25.10</td>
<td>$25.56</td>
<td>$26.07</td>
</tr>
<tr>
<td>First Year</td>
<td>$19.92</td>
<td>$20.29</td>
<td>$20.69</td>
</tr>
<tr>
<td>Pre-Apprentice Level 2 (1001-1800 Hrs)</td>
<td>$18.95*</td>
<td>Jan 1, 2017</td>
<td>$19.55*</td>
</tr>
<tr>
<td>Pre-Apprentice Level 1 (0-1000 Hrs)</td>
<td>$15.94</td>
<td>$16.23</td>
<td>$16.55</td>
</tr>
<tr>
<td>Classified Shop Worker</td>
<td>$15.94</td>
<td>$16.23</td>
<td>$16.55</td>
</tr>
<tr>
<td>Welder 1</td>
<td>$33.86</td>
<td>$34.48</td>
<td>$35.17</td>
</tr>
<tr>
<td>Welder 2</td>
<td>$29.88</td>
<td>$30.43</td>
<td>$31.04</td>
</tr>
<tr>
<td>Welder 3</td>
<td>$25.90</td>
<td>$26.37</td>
<td>$26.90</td>
</tr>
<tr>
<td>Helpers</td>
<td>$31.87</td>
<td>$32.46</td>
<td>$33.10</td>
</tr>
</tbody>
</table>

* CWIA General Construction Labourer Trainee 2 Min. Rate

**d) Chargehand Premium**

When the Contractor appoints a working Chargehand, he shall be paid the following premiums:

When in charge of at least 2 other persons and up to 4 persons 3%/hr
When in charge of at least 5 other persons and up to 10 persons 5%/hr
When in charge of at least 11 other persons and up to 20 persons 7%/hr
When in charge of 21 persons and over 10%/hr

above the employee's regular rate of pay.

Pre-Apprentice Level 1 wage for a maximum of one thousand (1000) hours (this classification does not pay employee or receive Employer contributions for Pension Plan or Health & Welfare Plans for the first one thousand (1000) hours). After one thousand (1000) hours, employee and Employer Pension Plan and Health and Welfare Plan contributions commence.
All pre-apprentices shall be registered with the Union and be given first priority when a new apprentice is to be indentured into the industry. The maximum hours a pre-apprentice shall remain in this classification is 1800 hours. Upon completion of 1800 hours, a pre-apprentice shall be indentured as a first year apprentice or reclassified.

All apprentices must successfully complete their in-school training in order to qualify for the applicable rate of pay. Pay increases based solely on hours will only apply to those apprentices who through "no fault of their own" are unable to attend classes. Apprentices refusing to attend school shall have their apprenticeship contract cancelled.

4. Worker Ratios

For the first Journeyman employed the Contractor may employ one (1) Apprentice. Once three (3) Journeymen and three (3) Apprentices are hired, the Employer may hire one Pre-Apprentice.

No ratio is applicable to Welders but the Contractor agrees that, while Welders may do other work incidental to their trade, this category will not be used to subvert the intent of the worker ratio system.

The parties hereto agree that the maximum number of Apprentices employed in the field shall not exceed one Apprentice for each Journeyman employed and the maximum number of Classified shop Workers and/or Apprentices employed in the shop will not exceed four Apprentices or Classified Shop Workers for each shop Journeyperson employed.

5. Vacation and Vacation Pay

The annual vacation will be arranged as provided in the Manitoba Employment Standards Code.

Payment for the annual vacation will be on the basis of six percent (6%) of the employee's gross wages. Gross wages shall be defined as being all regular straight time hourly wages plus all overtime premium wages and all shift work premium wages.

Vacation pay allowance will be paid to employees on their regular pay day. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Employment Standards Code for the Province of Manitoba.
6. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four and a half percent (4.5%) of his gross wages, as defined above.

If a Holiday falls on a Saturday which is a non-working day or Sunday, then the closest following work day will be observed. However, this provision shall not apply to Remembrance Day nor shall it apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

7. **Trust Funds**

The Contractor and each employee will contribute the amounts set out below to the Sheet Metal Workers Employee Benefits Funds. Contributions shall apply to all hours worked by each employee covered by this Appendix. Employee contributions shall be collected at the source as a payroll deduction.

a) **Sheet Metal Workers Pension Fund**

<table>
<thead>
<tr>
<th>Classification</th>
<th>3-July-16</th>
<th>1-May-17</th>
<th>1-May-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employer/Hr</td>
<td>Employee/Hr</td>
<td>Employer/Hr</td>
</tr>
<tr>
<td>Sr. Journeyperson</td>
<td>$0.60</td>
<td>$4.90</td>
<td>$0.60</td>
</tr>
<tr>
<td>Journeyperson</td>
<td>$0.60</td>
<td>$4.90</td>
<td>$0.60</td>
</tr>
<tr>
<td>4th Yr Apprentice</td>
<td>$0.50</td>
<td>$4.07</td>
<td>$0.50</td>
</tr>
<tr>
<td>3rd Yr Apprentice</td>
<td>$0.44</td>
<td>$3.58</td>
<td>$0.44</td>
</tr>
<tr>
<td>2nd Yr Apprentice</td>
<td>$0.38</td>
<td>$3.09</td>
<td>$0.38</td>
</tr>
<tr>
<td>1st Yr Apprentice</td>
<td>$0.30</td>
<td>$2.45</td>
<td>$0.30</td>
</tr>
<tr>
<td>Pre-App level 2</td>
<td>$0.24</td>
<td>$1.96</td>
<td>$0.24</td>
</tr>
<tr>
<td>Classified Shop Worker</td>
<td>$0.24</td>
<td>$1.96</td>
<td>$0.24</td>
</tr>
<tr>
<td>Welder 1</td>
<td>$0.51</td>
<td>$4.17</td>
<td>$0.51</td>
</tr>
<tr>
<td>Welder 2</td>
<td>$0.45</td>
<td>$3.68</td>
<td>$0.45</td>
</tr>
<tr>
<td>Welder 3</td>
<td>$0.39</td>
<td>$3.19</td>
<td>$0.39</td>
</tr>
<tr>
<td>Helper</td>
<td>$0.48</td>
<td>$3.92</td>
<td>$0.48</td>
</tr>
</tbody>
</table>
b) **Health and Welfare Fund***

<table>
<thead>
<tr>
<th>Date</th>
<th>Employee</th>
<th>Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 3, 2016</td>
<td>$0.63</td>
<td>$0.63</td>
</tr>
<tr>
<td>May 1, 2016</td>
<td>$0.63</td>
<td>$0.63</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$0.63</td>
<td>$0.63</td>
</tr>
</tbody>
</table>

**Note** - Pre-Apprentice Pension and Health and Welfare contributions and Contractor Pension and Health and Welfare contributions on their behalf do not commence until a Pre-Apprentice has completed 1,000 hours.

The Contractors shall forward the above contributions to the Administrator of the Fund not later than the 10th day of the month following the month in which contributions are payable. Reporting forms shall be supplied to the Contractor by the Union.

8. **Benevolent Fund**

The contractor shall deduct at the source as a payroll deduction from each employee covered by this Appendix the amounts set out below, and remit same to Local Union 511 Benevolent Fund:

**FUND NAME**

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>EE CONTRIBUTION</th>
<th>ER CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benevolent Fund</td>
<td>$0.02</td>
<td>-$</td>
</tr>
</tbody>
</table>

This fund shall be used to provide:

a) Assistance to members in paying Health and Welfare premiums where required;

b) Up grading courses for tradesmen;

c) Other benevolent services for and on behalf of members.

This fund shall not be disbursed for purposes that can work against the better interest of the Contractors.
All benevolent contributions are to be forwarded to the office of the Administrator, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5, prior to the 10th day of the month following the month in which contributions are payable. Reporting Forms shall be provided to the Contractor by the Union.

9. **Building Trades Council and Western Conference Funds**

The contractor shall deduct at the source as a payroll deduction from each employee covered by this Appendix, an amount of 6¢(*) per hour for each hour or part hour of employment and remit same to the Sheet Metal Workers International Association, Local Union 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>EE CONTRIBUTION</th>
<th>ER CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Trades Council Fund</td>
<td>$0.05</td>
<td>$0.05</td>
</tr>
<tr>
<td>Western Canadian Conference Sheet Metal Workers</td>
<td>$0.01</td>
<td>$0.01</td>
</tr>
</tbody>
</table>

(*) i.e., 5¢ in respect of the B.T.C. Fund and 1¢ in respect of the W.C. Fund. These monies will be remitted to the fund by the 10th day of the month following the month in which the contributions are payable. Remittance forms shall be provided by the Union to the Contractor.

10. **Personal Effects Insurance**

When an employee is required to reside in a construction camp, the cost of insurance against loss of his personal effects by fire, to a maximum of one thousand dollars ($1000.00), will be reimbursed by the Contractor on presentation of a paid premium receipt.

11. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.
12. **Tools**

Journeymen, Helpers, and Apprentices shall supply the ordinary hand tools of the trade and to maintain same in first class condition at all times as a condition of employment.

The Union agrees to participate in the enforcement of this provision against any of its members who fail to supply and maintain the above noted tools in first class condition.

The ordinary hand tools of the trade are:

a) **Standard List**

<table>
<thead>
<tr>
<th>Apprentices Year</th>
<th>Journeyman</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

1. 1 – 25' tape measure | x | x | x | x | x
2. 1 – Setting hammer (16 oz. square face) | x | x | x | x | x
3. 1 – Aviation snips (left hand) | x | x | x | x | x
4. 1 – Aviation snips (right hand) | x | x | x | x | x
5. 1 – Scratch awl | x | x | x | x | x
6. 2 – Locking pliers (vice grips) Standard and Wide nose | x | x | x | x | x
7. Flat screwdrivers (2 sizes) | x | x | x | x | x
8. 1 - Square point screwdriver(Robertson #6 and #8) | x | x | x | x | x
9. 1 – Phillips screwdriver (standard) | x | x | x | x | x
10. 1 – Slip joint plier 8” | x | x | x | x | x
11. 1 - Hacksaw frame | x | x | x | x | x
12. 1 – 10” adjustable wrench (crescent) | x | x | x | x | x
13. 1 - 12” spirit level | x | x | x | x | x
14. 1 - Combination square | x | x | x | x | x
15. 1 - Chalk line/plumb bob | x | x | x | x | x
16. 1 - Pop riveter | x | x | x | x | x
17. 1 - Set hexagon keys (Allen keys) | x | x | x | x | x
18. 1 - Hand punch (small Whitney) | x | x | x | x | x
19. 1 - Battery Operated Drill (14.4 volt) | x | x | x | x | x
20. 1 - Uni-Shear | x | x | x | x | x
13. **Escalation and Reference**

13.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the Sheet Metal Worker’s International Association, Local Union 511 and the Sheet Metal Contractor’s Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

13.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;

c) Height pay including that associated with swing stage work.

13.2 **Other Conditions of Employment**

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 13.3);

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;
d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 13.2.1);

e) Registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 13.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trusteed plans, each of which shall be subject to the restrictions set out in Section 13.2.3:

   i) Building fund;

   ii) Trade improvement plans including educational and apprenticeship funds;

   iii) Industrial promotion funds.

m) The Plans set out in Section 8 and 9 of this Appendix, subject to the limitation that these Plans will be solely funded by the employee and all required contributions shall be collected at the source as a payroll deduction;

n) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

o) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 13.2.4).
13.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

13.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

13.2.3 The Contractor's contribution to any of the plans referred to in Section 13.2 (I) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

13.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

13.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

13.4 The provisions of 13.1 and 13.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 10a - Roofers

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART) LOCAL UNION 511 (SHEET METAL WORKERS)

Local Union 511 (Roofing Section)

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

Nine (9) hours shall constitute a day's work for four (4) days Monday to Thursday inclusive, and eight (8) hours shall constitute a day's work for Friday. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half.

On Saturdays and Sundays, except as provided in Article 15.2, time and one-half shall be paid for all hours worked.

On Holidays, double the regular straight time hourly rate shall be paid for all hours worked.

2. **Wages**

Wage rates shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective May 1, 2016</th>
<th>Effective May 1, 2017</th>
<th>Effective May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman Roofer</td>
<td>$33.70</td>
<td>$34.80</td>
<td>$35.95</td>
</tr>
<tr>
<td>Roofer #1</td>
<td>$30.33</td>
<td>$31.32</td>
<td>$32.36</td>
</tr>
<tr>
<td>Roofer Apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Year</td>
<td>$26.96</td>
<td>$27.84</td>
<td>$28.76</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$23.59</td>
<td>$24.36</td>
<td>$25.17</td>
</tr>
<tr>
<td>1st Year</td>
<td>$20.22</td>
<td>$20.88</td>
<td>$21.57</td>
</tr>
<tr>
<td>Classified Worker (Over 2400 hrs)</td>
<td>$23.75</td>
<td>$24.45</td>
<td>$24.45</td>
</tr>
<tr>
<td>Step 2 (1201 hrs to 2400 hrs @ 55%)</td>
<td>$18.95</td>
<td>$19.55</td>
<td>$19.55</td>
</tr>
<tr>
<td>Step 1 (first 1200 hrs @ 50%)</td>
<td>$16.85</td>
<td>$17.40</td>
<td>$17.98</td>
</tr>
</tbody>
</table>
The classifications covered are defined as follows:

1) **Journeyman**: As defined by the Manitoba Apprentices and Trades Qualification Act (Roofer Regulation). Recognized by a Certificate of Qualification in the trade of Roofer.

2) **Roofer #1**: An experienced Roofer with a minimum of 3,600 hours of roofing practice capable of performing 90% of the duties of a Journeyman Roofer (a non-ticket Journeyman).

3) **Apprentice**: As defined by the Roofer Trade Regulation. Must have a minimum of 2,000 hours of roofing experience prior to registering.

4) **Classified Worker**: A worker with limited or no roofing experience capable of performing entry level tasks or single job specific skills.

  Classified Worker (first 1,200 hours) shall not be eligible for Employer or Employee pension contributions and Health and Welfare contributions.

**Foreman Premium:**

When the Contractor appoints a working foreman, he shall be paid a premium of:

Effective May 13, 2013: $4.00 per hour.

3. **Vacation and Vacation Pay**

   Annual vacation will be paid to employees on the basis of six percent (6%) of the gross wages excluding overtime earned.

   Vacation pay allowance will be paid to employees on their regular pay day. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Employment Standards Code for the Province of Manitoba.

4. **Pay in Lieu of Holidays**

   Whether or not an employee works on any of the Holidays under Article 17, he shall receive in lieu of paid Holidays, four and a half percent (4.5%) of his total gross wages, exclusive of overtime earned in the calendar year. The employee shall be paid this amount on his regular payday.
5. **Trust Funds**

**Health and Welfare Fund**

The employee and the Contractor shall contribute the amounts set out below to The Sheet Metal Workers and Roofers Health and Welfare Plan. Contributions shall apply to all hours worked. The employee's contribution shall be deducted from the employee's regular pay cheque.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Employer Contributions</th>
<th>Employee Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>$0.88/hr</td>
<td>$0.60/hr</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$0.88/hr</td>
<td>$0.62/hr</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$0.88/hr</td>
<td>$0.63/hr</td>
</tr>
</tbody>
</table>

**Pension Fund**

The employee and the Contractor shall contribute the amounts set out below to the Sheet Metal Workers and Roofers Pension Fund. Contributions shall apply to all hours worked. The employee's contributions shall be deducted from the employee's regular pay cheque.

**Effective May 1, 2016**

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Employer Contributions</th>
<th>Employee Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$2.05/hr</td>
<td>$1.35/hr</td>
</tr>
<tr>
<td>Roofer #1</td>
<td>$1.85/hr</td>
<td>$1.28/hr</td>
</tr>
<tr>
<td>3rd Apprentice</td>
<td>$1.64/hr</td>
<td>$1.20/hr</td>
</tr>
<tr>
<td>2nd Apprentice</td>
<td>$1.44/hr</td>
<td>$1.13/hr</td>
</tr>
<tr>
<td>1st Apprentice</td>
<td>$1.23/hr</td>
<td>$1.05/hr</td>
</tr>
<tr>
<td>Classified Worker</td>
<td>$1.13/hr</td>
<td>$1.02/hr</td>
</tr>
<tr>
<td>Classified Worker Step 2</td>
<td>$1.13/hr</td>
<td>$1.02/hr</td>
</tr>
</tbody>
</table>

Payments and reporting forms for both of the above funds to be received by the Administrator of the Sheet Metal Workers and Roofers Health and Welfare and Pension Trust Funds not later than the 15th of the month following the month for which contributions are being made.

**Training Fund**

The Contractor and each employee will contribute the amounts set out below to the trusteed industry training fund:

- **Contractor’s Contribution**: 10¢ per hour worked
- **Employee's Contribution**: 10¢ per hour worked
6. **Benevolent Fund**

The contractor shall deduct at the source as a payroll deduction the amount set out below for each hour worked by each employee covered by this Appendix and remit same to Local Union 511 Benevolent Fund:

\[ \$0.20 \text{ per hour} \]

This fund shall be used to provide:

a) Assistance to members in paying Health and Welfare premiums where required.

b) Up-grading courses for tradesmen.

c) Other benevolent services for and on behalf of members.

This fund shall not be disbursed for purposes that can work against the better interest of the Contractors.

All benevolent contributions are to be forwarded to the office of the Administrator, 438 Higgins Ave. Winnipeg, Manitoba R3A 1S5, prior to the 10th day of the calendar month following the period for which contributions are being reported.

Combination Reporting Forms shall be provided to the Contractor by the Union.

7. **Building Trades Council and Western Conference Funds**

The Contractor shall deduct at the source as a payroll deduction an amount of \$0.06* per hour worked (or any part thereof) from each employee covered by this Appendix and same shall be remitted by the Contractor to the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART), Local Union 511, 438 Higgins Ave. Winnipeg, Manitoba R3A 1S5.

\* i.e. 5¢ in respect of the B.T.C. Fund and 1¢ in respect of the W.C. Fund.

These monies will be remitted to the fund by the 10th day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.
8. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After twenty eight (28) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

9. **Tools**

Journeymen, Roofer #1, Apprentices, and Classified Workers Step 1 and Classified Worker Step 2 shall supply the following tools of the trade:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classified Workers Step 1</td>
</tr>
<tr>
<td>1 Utility Knife</td>
</tr>
<tr>
<td>1 Insulation Knife</td>
</tr>
<tr>
<td>1 Tool Belt (to hold knives)</td>
</tr>
<tr>
<td>1 25’ Tape</td>
</tr>
<tr>
<td>Personal Protective Equipment (safety hard hat, safety boots, and other normal protective equipment)</td>
</tr>
</tbody>
</table>

Additionally, Classified Workers (Step 2), Journeymen, Roofer #1, and Apprentices shall supply:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classified Workers Step 2</td>
</tr>
<tr>
<td>1 Claw Hammer</td>
</tr>
<tr>
<td>1 Pointed Trowel</td>
</tr>
<tr>
<td>1 8” Crescent Wrench</td>
</tr>
<tr>
<td>1 Screw Driver</td>
</tr>
<tr>
<td>1 Tool Belt (to hold tools)</td>
</tr>
</tbody>
</table>

The Contractor will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Contractor. Claims for such lost or destroyed tools must be submitted in writing with a list thereof, their value, and substantial evidence of loss. Claims must be submitted within ten days of the date of loss unless good reason can be shown for not having done so.
10. Escalation and Reference

10.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), Local Union 511 (Roofing Section) and the Roofing Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

10.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;

c) Height pay including that associated with swing stage work.

10.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 10.3);

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

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d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 10.2.1);

e) Registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 10.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trusteed plans, each of which shall be subject to the restrictions set out in Section 10.2.3:

i) Building fund;

ii) Trade improvement plans including educational and apprenticeship funds;

iii) Industrial promotion funds.

m) The Plans set out in Section 6 and 7 of this Appendix, subject to the limitation that these Plans will be solely funded by the employee and all required contributions shall be collected at the source as a payroll deduction;

n) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

o) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 10.2.4);
10.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

10.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

10.2.3 The Contractor's contribution to any of the plans referred to in Section 10.2 (i) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

10.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

10.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

10.4 The provisions of 10.1 and 10.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 10b – Sheeters, Deckers and Cladders

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART) LOCAL UNION 511 (SHEET METAL WORKERS)

Local Union 511 (Sheeters, Deckers and Cladders Section)

BURNTWOOD/NELSON AGREEMENT

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive, the maximum regular workweek shall be forty (40) hours. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the maximum daily hours are worked in any one (1) day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half (1 1/2x) of the straight time hourly rate.

Time and one-half (1 ½X) shall be paid up to a maximum of ten (10) hours worked in any calendar week, Monday to Friday. Double (2X) time for all hours worked thereafter. Double (2X) time for all work on Saturdays, Sundays, and holidays.

On Saturdays, except as provided in Article 15.2, Sundays and holidays, as specified in Article 17, double time shall be paid.

2. Shift Conditions

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

A premium of 10% of the regular straight time rate will be paid for each shift hour worked on a shift that cannot be done within the said normal hours. Shift premium will not be paid on any overtime hours worked.

Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

**Classifications**

1) **Journeyman:** A worker whom has accumulated a minimum of 7,200 hours working at the trade and holds a valid Certificate of Qualification issued by the Province or the Sheeter/Decker Training Committee, hereinafter referenced to as the S.D.T.C;

   i) **Journeyman 'A'** classification shall encompass all work of 200 squares of metal wall panels, insulated roof panels, and roof deck over 500 squares;

   ii) **Journeyman 'B'** classification shall encompass all work under 200 squares of metal wall panels, insulated roof panels, and roof deck under 500 squares and all packaged building systems;

2) **Sheeter Decker Cladder Skilled Tradesperson 2:** A worker will remain in this classification for a maximum of 1200 hours working at the trade, and once completed with be reclassified as a Journeyman A or B.

3) **Sheeter Decker Cladder Skilled Tradesperson 1:** A worker will remain in this classification for a maximum of 1200 hours working at the trade.

4) **SDC General Construction Labourer 2:** Once a worker has completed the appropriate period of time as a SDC General Construction Labourer 1, the worker will be classified as a SDC General Construction Labourer 2 and will remain in this classification for a period of 1500 working hours.

5) **SDC General Construction Labourer 1:** Once a worker has completed the appropriate period of time as a SDC General Construction Labourer Trainee 2, the worker will be classified as a SDC General Construction Labourer 1 and will remain in this classification for a period of 1500 working hours.

6) **SDC General Construction Labourer Trainee 2:** Once a worker has completed the appropriate period of time as a SDC General Construction Labourer Trainee 1, the worker will be classified as a SDC General Construction Labourer Trainee 2 and will remain in this classification for a period of 1200 working hours.

7) **SDC General Construction Labourer Trainee 1:** A SDC General Construction Labourer Trainee 1 will remain in this classification for a maximum of 1200 working hours.

**Notes:** Sheeter Decker Cladder (SDC) General Construction Labourer will occur on a progressive fashion. The issue will be discussed between the Local Union and the Contractor with respect to the employee’s further movement up the classification scale.
Percentages

1) Journeyman (B) 96% of Journeyman A rate
2) SDC Skilled Tradesperson 2 85% of Journeyman A rate
3) SDC Skilled Tradesperson 1 80% of Journeyman A rate
4) SDC General Construction Labourer 2 75% of Journeyman A rate
5) SDC General Construction Labourer 1 67% of Journeyman A rate
6) SDC General Construction Labourer Trainee 2 55% of Journeyman A rate
7) SDC General Construction Labourer Trainee 1 45% of Journeyman A rate

Wage Rates

<table>
<thead>
<tr>
<th></th>
<th>Effective 2016 05 01</th>
<th>Effective 2017 05 01</th>
<th>Effective 2018 05 01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman A</td>
<td>$37.09</td>
<td>$38.33</td>
<td>$39.63</td>
</tr>
<tr>
<td>Journeyman B</td>
<td>$35.61</td>
<td>$36.80</td>
<td>$38.04</td>
</tr>
<tr>
<td>SDC Skilled Tradesperson 2</td>
<td>$31.53</td>
<td>$32.58</td>
<td>$33.69</td>
</tr>
<tr>
<td>SDC Skilled Tradesperson 1</td>
<td>$29.67</td>
<td>$30.66</td>
<td>$31.70</td>
</tr>
<tr>
<td>SDC General Construction Labourer 2</td>
<td>$27.82</td>
<td>$28.75</td>
<td>$29.72</td>
</tr>
<tr>
<td>SDC General Construction Labourer 1</td>
<td>$24.85</td>
<td>$25.68</td>
<td>$26.55</td>
</tr>
<tr>
<td>SDC General Construction Labourer Trainee 2</td>
<td>$20.40</td>
<td>$21.08</td>
<td>$21.80</td>
</tr>
<tr>
<td>SDC General Construction Labourer Trainee 1</td>
<td>$16.69</td>
<td>$16.69</td>
<td>$17.83</td>
</tr>
</tbody>
</table>

Ratio

1. A minimum of one (1) Journeyman or Skilled Tradesperson must be employed on each job for every one (1) SDC General Construction Labourer Trainee employed.

2. No ratio applies to Sheeter Decker Cladder Skilled 1 and/or 2

Chargehand Premium:

i) When the Employer places an employee in charge of the production of three (3) or more other employees and delegates to him/her the general supervision of a job or project the employee shall receive a Chargehand Premium of an additional four dollars ($4.00) per hour (effective May 1, 2016).
4. **Vacation and Vacation Pay**

The annual vacation will be arranged as provided in the Employment Standards Code for the Province of Manitoba.

Payment for the annual vacation will be as provided in the above noted Act or on the basis of six (6%) of the employee's gross earnings. Gross earnings shall be defined as earnings at the standard hourly rate for all straight time hours worked plus earnings at the overtime premium hourly rate for all overtime hours worked.

Vacation pay allowance will be paid to employees on their regular pay day. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Employment Standards Code for the Province of Manitoba.

5. **Pay in Lieu of Holidays**

Whether or not an employee works on any of the holidays set out in Article 17, he shall receive in lieu of paid holidays, four and a half (4.5) percent of the employee's gross earnings, as defined above.

Where Christmas Day, New Year's Day or Canada Day falls on a Saturday or Sunday that is a non-working day, the parties may, by mutual consent agree to an alternate day off. However, this shall not apply to any employee who is on Christmas Leave, an Isolation Leave or any other type of leave of absence when any of these Holidays occurs.

6. **Trust Funds**

**Health and Welfare Fund**

The employee and the Contractor shall contribute the amounts set out below to the Administrator of the Sheet Metal Workers and Roofers Health and Welfare Plan. The employee's contribution shall be deducted from the employee's regular pay cheque. Contributions shall apply to all hours worked.

The Contractor's contribution will be:

<table>
<thead>
<tr>
<th>Effective</th>
<th>May 1, 2016</th>
<th>$0.78 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective</td>
<td>May 1, 2017</td>
<td>$0.78 per hour</td>
</tr>
<tr>
<td>Effective</td>
<td>May 1, 2018</td>
<td>$0.78 per hour</td>
</tr>
</tbody>
</table>

The Employee's contribution will be:

<table>
<thead>
<tr>
<th>Effective</th>
<th>May 1, 2016</th>
<th>$0.60 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective</td>
<td>May 1, 2017</td>
<td>$0.62 per hour</td>
</tr>
<tr>
<td>Effective</td>
<td>May 1, 2018</td>
<td>$0.63 per hour</td>
</tr>
</tbody>
</table>
Pension Fund

The employee and the Contractor shall contribute the amounts set out below to the Administrator of the Sheet Metal Workers and Roofers Pension Fund. The employee's contribution shall be deducted from the employee's regular pay cheque. Contributions shall apply to all hours worked.

The Contractor's contribution shall be:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman A</td>
<td>$2.40</td>
<td>$2.40</td>
<td>$2.40</td>
</tr>
<tr>
<td>Journeyman B</td>
<td>$2.40</td>
<td>$2.40</td>
<td>$2.40</td>
</tr>
<tr>
<td>SDC Skilled Tradesperson 2</td>
<td>$2.04</td>
<td>$2.04</td>
<td>$2.04</td>
</tr>
<tr>
<td>SDC Skilled Tradesperson 1</td>
<td>$1.92</td>
<td>$1.92</td>
<td>$1.92</td>
</tr>
<tr>
<td>SDC Gen. Const Labourer 2</td>
<td>$1.80</td>
<td>$1.80</td>
<td>$1.80</td>
</tr>
<tr>
<td>SDC Gen. Const Labourer 1</td>
<td>$1.61</td>
<td>$1.61</td>
<td>$1.61</td>
</tr>
<tr>
<td>SDC Const. Labourer Trainee 2</td>
<td>$1.32</td>
<td>$1.32</td>
<td>$1.32</td>
</tr>
<tr>
<td>SDC Const. Labourer Trainee</td>
<td>$1.08</td>
<td>$1.08</td>
<td>$1.08</td>
</tr>
</tbody>
</table>

The Employee's contribution shall be:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1.20</td>
<td>$1.20</td>
<td>$1.20</td>
</tr>
</tbody>
</table>

Payments and reporting forms for both of the above funds to be received by the Administrator (Local 511) not later than the 10th of the month following the month for which contributions are applicable.

Training Fund

The Employee and the Contractor shall contribute the amounts set out below to the Administrator of the Sheet Metal Workers and Roofers Industry Training Fund. The employee's contribution shall be deducted from the employee's regular pay cheque. Contributions shall apply to all hours worked.

The Contractor's contribution shall be: 15¢ per hour

The Employee's contribution shall be: 5¢ per hour
7. **Benevolent Fund**

The contractor shall deduct 2¢ per hour worked from the employee's wages and remit same to Local Union 511 Benevolent Fund. This fund shall be used to provide:

a) Assistance to members in paying Health and Welfare premiums where required;

b) Up grading courses for tradesmen;

c) Other benevolent services for and on behalf of members.

This fund shall not be disbursed for purposes that can work against the better interest of the Contractors.

All benevolent contributions are to be forwarded to the office of the Administrator, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5, prior to the 10th day of the calendar month following the period for which contributions are being reported. Combination Reporting Forms shall be provided to the Contractor by the Union.

8. **Building Trades Council, Western Conference and Market Recovery Funds**

The Contractor shall deduct thirty-one (31¢)* per hour worked (or any part thereof) from the employees' wages and remit same to the Sheet Metal Workers International Association, Local Union 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

* i.e. five cents (5¢) in respect of the B.T.C. Fund, one cent (1¢) in respect of the W.C. Fund and twenty-five cents (25¢) in respect of the Market Recovery Fund.

These monies will be remitted to the fund by the 10th day of the month following that which contributions cover, in the manner set out in the Unified Remittance Form.

9. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After twenty eight (28) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall
receive such payment pursuant to the provisions of Article 19.1.2.6.

10. **Tools**

Journeymen and Apprentices shall supply the ordinary hand tools of the trade. They shall be:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Pair straight snips</td>
</tr>
<tr>
<td>1 Pair tinner snips left hand</td>
</tr>
<tr>
<td>1 Pair tinner snips right hand</td>
</tr>
<tr>
<td>1 Tinner’s hammer</td>
</tr>
<tr>
<td>1 Pair vice grips standard jaw</td>
</tr>
<tr>
<td>1 Pair vice grips wide jaw</td>
</tr>
<tr>
<td>1 Flat screwdriver</td>
</tr>
<tr>
<td>1 25’ tape measure</td>
</tr>
<tr>
<td>1 4’ level</td>
</tr>
<tr>
<td>1 Crescent wrench 10”</td>
</tr>
</tbody>
</table>

11. **Escalation and Reference**

11.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Worker (SMART), Local Union 511 (Sheeters, Deckers and Cladders Section) and the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

11.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

- **a)** Definitions and qualificational requirements for applicable classifications;
- **b)** Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;
- **c)** Height pay including that associated with swing stage work.
11.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 11.3);

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 11.2.1);

e) Registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 11.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trusteed plans, each of which shall be subject to the restrictions set out in Section 11.2.3:

   i) Building fund;

   ii) Trade improvement plans including educational and apprenticeship funds;

   iii) Industrial promotion funds.
m) The Plans set out in Section 7 and 8 of this Appendix, subject to the limitation that these Plans will be solely funded by the employee and all required contributions shall be collected at the source as a payroll deduction;

n) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

o) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 11.2.4).

11.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

11.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

11.2.3 The Contractor's contribution to any of the plans referred to in Section 11.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

11.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

11.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be
introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

11.4 The provisions of 11.1 and 11.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 11 – Boilermakers

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS

Local Union 555

BURNTWOOD/NELSON AGREEMENT

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half of the straight time rate for the first two (2) hours and double time for hours worked thereafter in any one (1) day.

On Saturdays, except as provided in Article 15.2, Sundays and on Holidays, as set out in Article 17, double time shall be paid.

2. Shift Conditions

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may a regular shift on that job.

For the purpose of defining the shifts, the first shift shall be the day shift. The second shift shall be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift.

An employee working on the second or third shift shall be paid the shift premium set out below, and such premium shall apply to all hours worked at the straight time rate on such shifts:

$3.75 per hour

Shift premium shall not apply on overtime hours.

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

Overtime payment for shift work shall be in accordance with the provisions as set out above.
3. **Rest Period**

If an employee is required to return to work before an eight (8) hour break occurs, the employee will be paid at the applicable overtime rates until such time as an eight (8) hour break occurs.

4. **Wages**

Wage rates shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Jan 7, 2018</th>
<th>Effective July 15, 2018</th>
<th>Effective May 5, 2019</th>
<th>Effective June 1, 2019*</th>
<th>Effective May 3, 2020**</th>
<th>Effective May 2, 2021**</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman</td>
<td>46.41</td>
<td>46.92</td>
<td>46.92</td>
<td>46.83</td>
<td>46.83</td>
<td>46.83</td>
</tr>
<tr>
<td>Foreman</td>
<td>42.66</td>
<td>43.17</td>
<td>43.17</td>
<td>43.08</td>
<td>43.08</td>
<td>43.08</td>
</tr>
<tr>
<td>Assistant Foreman</td>
<td>38.91</td>
<td>39.42</td>
<td>39.42</td>
<td>39.33</td>
<td>39.33</td>
<td>39.33</td>
</tr>
<tr>
<td>Journeyman</td>
<td>37.41</td>
<td>37.92</td>
<td>37.92</td>
<td>37.83</td>
<td>37.83</td>
<td>37.83</td>
</tr>
<tr>
<td>3rd Year Apprentice</td>
<td>33.52</td>
<td>34.05</td>
<td>34.05</td>
<td>33.95</td>
<td>33.95</td>
<td>33.95</td>
</tr>
<tr>
<td>2nd Year Apprentice</td>
<td>27.69</td>
<td>28.21</td>
<td>28.21</td>
<td>28.11</td>
<td>28.11</td>
<td>28.11</td>
</tr>
<tr>
<td>1st Year Apprentice</td>
<td>21.86</td>
<td>22.39</td>
<td>22.39</td>
<td>22.30</td>
<td>22.30</td>
<td>22.30</td>
</tr>
<tr>
<td>Helper</td>
<td>27.69</td>
<td>N/A***</td>
<td>N/A***</td>
<td>N/A***</td>
<td>N/A***</td>
<td>N/A***</td>
</tr>
</tbody>
</table>

* Effective date for adjustments will be November 1, 2019.
** The rates for 2020 and 2021 will be subject to a Canadian CPI review in 2020 and 2021.
*** No rates identified for this classification. If you employ a Boilermakers Helper, please contact your HPMA representative

5. **Apprentices**

The number of Apprentices that may be employed on the job shall not exceed the ratio of one (1) Apprentice to four (4) Journeymen, however, there may be situations where this ratio is impractical in which case the Association and Council must consult and come to a mutual agreement.

Apprentices shall not progress to Journeyman wage rate until they have successfully completed their Certificate of Qualification (CFQ) or Boilermaker Red Seal where applicable.
Apprentices shall be given the support of Journeymen and Foremen and under the guidance of the Journeyman, Apprentices may perform rigging, fitting, welding, layout work or any other part of the trade of a Journeyman Boilermaker.

Apprentice intakes will consist of up to twenty-five percent (25%) Helmets to Hardhats (H2H) candidates if available.

6. **Welding Tests**

Any Welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test shall be paid for the time required to take the test including materials and inspector fees. Should a secondary test be required by the Contractor, the employee shall be paid for the time required to take such a test.

Any Welder possessing a current Provincial Government welding certificate of qualification who is instructed to proceed to take tests necessitating his having to travel outside the city limits of the city in which he resides shall be reimbursed in an amount necessary to compensate him for travelling time and transportation expenses.

Welders passing a test will be furnished a copy of the test papers from the Contractor or party requiring a test within thirty (30) days, or upon completion of the job whichever is sooner, provided they are available at that time; otherwise the Contractor will provide a letter confirming the test and results.

When a Welder is required to perform a test of a type other than a standard Provincial test, the Contractor shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

When a Welder is to take an official Provincial test on which the issuance or reissuance of his certificate will depend, he shall not be required to do so under conditions which would unfairly affect his ability to perform the test.

For other tests, the Contractor may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

7. **Vacation and Vacation Pay**

Each employee shall receive six percent (6%) of his gross wages as vacation allowance. Gross wages shall include straight time and overtime earnings; shift premium; reporting time as per Article 16; and all travel time applicable under this Agreement. The vacation allowance shall be paid on regular paydays.
8. Payment in Lieu of Holidays

Holiday allowances shall be credited to the employee's account at four percent and one half (4.5%) of his gross wages. Gross wages shall include straight time and overtime earnings; shift premium; reporting time as per Article 16; and all travel time applicable under this Agreement. The Holiday allowance shall be paid on regular paydays.

9. Health and Welfare Fund

The Contractor shall contribute the amounts set out below to the Boilermakers National Health and Welfare Fund of Canada for all hours worked, and hours paid for travel and reporting time, by all employees covered by this Appendix on the following basis:

The Contractor's contribution shall be:

$3.35 per hour for hours paid at straight time. Effective formally on June 1, 2019, but the effective date for payroll adjustments will be November 1, 2019.

Contributions payable on overtime hours worked shall be calculated by multiplying the above contribution rate by a factor of 1.5 or 2.0 to correspond to the overtime rate being paid to the employee.

10. Pension

The Contractor shall contribute the amounts set out below to the Boilermakers’ National Pension Fund for all hours worked, and hours paid for travel and reporting time, by all employees covered by this Appendix on the following basis.

The Contractor's contribution shall be:

$5.25 per hour for hours paid at straight time. Effective formally on July 15, 2018, but based for processing in payroll, the effective date can be Oct 8, 2018.

Contributions payable on overtime hours worked shall be calculated by multiplying the above contribution rate by a factor of 1.5 or 2.0 to correspond to the overtime rate being paid to the employee.

11. Trade Improvements (Apprenticeship Fund)

The Contractor shall contribute the amounts set out below to the Apprenticeship Fund for all hours worked, and hours paid for travel and reporting time, by all employees covered by this Appendix on the following basis:

Twenty cents per hour
12. **Educational Training Fund**

The Contractor shall contribute the amounts set out below for all hours worked and hours paid for travelling and reporting time, by all employees covered by this Appendix, to the Educational Training Fund on the following basis:

May 5, 2013  Forty-five cents per hour

13. **National Apprenticeship and Educational Training Fund**

The Contractor shall contribute the amounts set out below for all hours worked and hours paid for travelling and reporting time, by all employees covered by this Appendix, to the National Apprenticeship and Educational Training Fund on the following basis:

$0.31 per hour for hours paid at straight time. Effective formally on July 15, 2018, but based for processing in payroll, the effective date can be Oct 8, 2018.

14. **Union Promotion Fund**

The Contractor shall contribute the amounts set out below to the Union Promotion Fund for all hours earned, including hours paid for travel and reporting time, by all employees covered by this Appendix on the following basis:

Ten cents per hour

Contributions to this Fund shall be remitted to the Winnipeg office of Local Union 555.

Except as outlined below, provisions of the Fund shall not be subject to any further changes except by mutual agreement of the parties. In the event the Fund is deleted from the Agreement being used for reference purposes, it shall be deleted from the Appendix No. 1 effective on the date of deletion or conversion, as the case may be.

15. **Industrial Promotion Fund**

Employees shall contribute the amounts set out below to the Industrial Promotion Fund, “Helmets to Hardhats (H2H)” for all hours worked, by all employees covered by this Appendix on the following basis:

One cent per hour

Contributions to this Fund shall be remitted to the Winnipeg office of Local Union 555.
16. Submission of Contributions to Funds

The Local Union will assist the Contractor in obtaining reporting forms for the various Funds set out above. The forms will indicate the information required and, where such information is not otherwise provided, the location to which contributions should be forwarded. Submissions must be made by the 15th of the month following the month in which contributions are payable.

17. Safety Clothing

When required by the work to be performed, the Contractor shall supply to the employee at no cost the following: hard hats, sweat bands, liners, welding and burning goggles, non-prescription safety glasses, appropriate welding gloves, welding helmets, appropriate welding leathers (i.e. jackets, capes and/or sleeves) and leathertaced gloves (unless special processes dictate otherwise).

In addition to the above, Welders capes shall be kept available for temporary issue to Welders when engaged on work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

An employee shall not be charged for the above items provided they are returned in reasonable condition, or if lost or damaged for reasons beyond the employee's control, such loss or damage is reported immediately.

18. Personal Effects Insurance

The Contractor shall indemnify an employee to a maximum of four hundred dollars ($400.00) for personal effects, which are damaged or destroyed by fire on the job site.

19. Isolation Leave (Return Transportation Time Periods)

The return transportation time period referred to in Article 20.2.1 for this Appendix shall be:

- after thirty-five (35)calendar days.

20. Escalation and Reference

20.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time (for application in Manitoba) by the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, and the Boilermakers Contractors’ Association.
Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

20.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

(a) definitions and qualificational requirements for applicable classifications.

(b) ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

(c) height pay including that associated with swing stage work.

20.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

(a) overtime payments (subject to the restrictions set out in Section 20.3)

(b) shift premium but excluding any shift premium applicable to overtime hours.

(c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: 'the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee'.

(d) pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 20.2.1).

(e) registered and trusteed pension and health and welfare plans (subject to the restrictions set out in Section 20.2.2).

(f) callout provisions.

(g) rest provisions between shifts

(h) personal effects insurance provisions
provisions governing welding and other special trade related tests

safety clothing

tool lists and provisions governing loss of such tools on the Project.

the following trusteed plans, each of which shall be subject to the restrictions set out in Section 20.2.3:

(i) building fund
(ii) trade improvement plans including educational and apprenticeship funds
(iii) industrial promotion funds.

the time period between Isolation Leaves (subject to the restrictions of Article 20.2.1.3).

time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 20.2.4).

A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

The aforementioned limitation shall not apply to a pension or health and welfare plan in effect in this Appendix on January 1, 1989 and in which higher employer contribution levels were required in respect of overtime hours compared to straight time hours. This exemption shall remain in effect provided required employer contributions to such plans do not change to a single contribution rate relative to straight time and overtime hours.

The Contractor's contribution to any of the plans referred to in Section 20.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.
20.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 20.1.2.5.1, 20.1.2.5.2 and 20.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 20.1.2.6.

20.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

20.4 The provisions of 20.1 and 20.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 12 – Iron Workers

THE INTERNATIONAL ASSOCIATION OF BRIDGE STRUCTURAL AND ORNAMENTAL IRON WORKERS
Local Union 728

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

   Eight (8) hours shall constitute a day's work for five (5) days, Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

   If more than the recognized daily hours are worked in any day or shift on Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for any hours worked thereafter on that day.

   On Saturdays, except as provided in Article 15.2, Sundays and Holidays, as specified in Article 17, double time shall be paid.

2. **Shift Conditions**

   If conditions are such that work on a particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

   An employee assigned to any second or third shift shall be paid a shift premium for each hour worked at the straight time rate on such shifts as follows:

   Effective May 1, 2013 - $3.00

   Shift premium shall not apply to any overtime hours worked.

   The foregoing premiums shall not apply to shifts worked on Saturdays, Sundays and Holidays in which overtime rates are in effect.

   Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

   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 the applicable overtime rate.

4. **Rest Period**

   When an employee has completed his shift and is recalled to a job without having had a break of at least eight (8) hours, he shall be paid at a rate of double time until such time as a break of eight (8) hours occurs.

5. **Wages**

   Wage rates shall be as follows:

   *(a) Journeymen, Structural Ironworkers and Ironworker Welders*

<table>
<thead>
<tr>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$37.83</td>
<td>$38.86</td>
<td>$39.90</td>
</tr>
</tbody>
</table>

   *(b) Foremen*

   When the Contractor appoints a Foreman, he shall be paid not less than, effective May 1, 2010, $5.00 per hour, above the rate for a Journeyman Structural Iron Worker for up to a 3 man crew, and $7.50 per hour for a 4 man crew or more. The Contractor shall have discretion to appoint Foremen to suit the particular circumstances of the job. However, when ten (10) employees covered by this Appendix are employed and a Foreman has not been appointed, the Contractor shall appoint a Foreman.

   *(c) General Foreman*

   At the Employers discretion, should they chose to employ a General Foreman, they will be paid not less than the base wage rate for Journeyman Ironworker plus double the extra rate for Foremen.

   *(d) Apprentices*

   At intervals of 1800 hours, including hours worked and in-school training hours, each Apprentice's rate will be reviewed by the Erection Foreman/Superintendent and the Apprentice will be given increases, if his ability warrants, on the following basis:
### Apprentices

<table>
<thead>
<tr>
<th>APPRENTICES</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>5400 or more hours</td>
<td>100% $37.83</td>
<td>$38.86</td>
<td>$39.90</td>
</tr>
<tr>
<td>Level 3 Apprentice</td>
<td>85% $32.16</td>
<td>$33.03</td>
<td>$33.92</td>
</tr>
<tr>
<td>(3600-5399 hours)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 2 Apprentice</td>
<td>70% $26.48</td>
<td>$27.20</td>
<td>$27.93</td>
</tr>
<tr>
<td>(1800-3599 hours)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 1 Apprentice</td>
<td>60% $22.70</td>
<td>$23.32</td>
<td>$23.94</td>
</tr>
<tr>
<td>(0-1799 hours)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

The Contractor will employ a minimum of one (1) Apprentice for every four (4) Journeymen where practical and available. The ratio of Apprentices to Journeymen may be adjusted higher by mutual agreement between the Contractor and the Union.

### Trade Qualifications

#### a) Journeyman

A journeyman structural ironworker must be experienced in structural steel erection of all kinds including buildings, bridges, tanks, towers etc., have a thorough working knowledge of all erection tools and equipment used in the trade and be able to perform the necessary work operations in a safe and workmanlike manner, including:

i) Assemble and reeve erecting cranes, travelers, guy and stiff leg derricks and move travelers, all under the general direction of his supervisor;

ii) Hook on, climb, connect and signal the hoisting engineer;

iii) Erect scaffolds, fit and bolt joints in proper fashion preparatory to riveting and perform riveting operations;

iv) Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling and reaming, etc.

A journeyman ironworker welder must be able to qualify under Class 'O' of the current Canadian Standards Association Code. He must be able to adjust his welding machine, have a thorough working knowledge of all tools and equipment used in the trade, and be able to perform, in a safe and workmanlike manner, operations such as:
i) Climbing;

ii) Erection of scaffolding for welding;

iii) Fit-up work for welding;

iv) Understanding welding symbols and procedures;

v) Burning and chipping.

7. **Vacation Pay and Pay in Lieu of Holidays**

Each employee shall receive an amount equal to ten and a half percent (10.5%) of his gross earnings of which four and a half percent (4.5%) shall be in lieu of paid Statutory Holidays. Each employee shall be entitled to four (4) weeks annual vacation to be taken at a time mutually agreed upon by the Contractor and the employee.

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 Employment Standards Code for the Province of Manitoba.

8. **Trust Funds**

a) **Health and Welfare**

The Contractor shall contribute to the Iron Workers Central Welfare Trust Fund (Manitoba) the amounts set out below for each hour worked by each employee covered by this Appendix:

<table>
<thead>
<tr>
<th>Effective</th>
<th>May 1, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.86</td>
<td></td>
</tr>
</tbody>
</table>

b) **Pension Plan**

The Contractor shall contribute to the Iron Workers Central Pension Fund (Manitoba) the amounts set out below for each hour worked by each employee covered by this Appendix:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOURNEYMAN</td>
<td>$6.30</td>
<td>$6.65</td>
<td>$7.05</td>
</tr>
<tr>
<td>Level 3 Apprentice</td>
<td>$5.36</td>
<td>$5.65</td>
<td>$5.99</td>
</tr>
<tr>
<td>Level 2 Apprentice</td>
<td>$4.41</td>
<td>$4.66</td>
<td>$4.94</td>
</tr>
<tr>
<td>Level 1 Apprentice</td>
<td>$3.78</td>
<td>$3.99</td>
<td>$4.23</td>
</tr>
</tbody>
</table>

Note: The Contractor's contributions to the Iron Workers Central Pension Fund (Manitoba) will be prorated for Apprentice Ironworkers in accordance with the
percentage to Journeyman wage rate as outlined in Section 5(c) of this Appendix. Contributions to the Iron Workers Central Welfare Fund (Manitoba) and the Iron Workers Central Pension Fund (Manitoba) shall each be forwarded by the Contractor by the 15th day of the month following the month in which the hours were worked.

9. **Trade Improvement and Apprenticeship Fund**

The Contractor shall contribute the amount set out below to the Iron Workers Trade Improvement Fund (Manitoba). Contributions shall apply to all hours worked by all employees covered by this Appendix:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2016</td>
<td>30 cents per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>35 cents per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>40 cents per hour</td>
</tr>
</tbody>
</table>

The Contractor shall forward such contributions by the 15th day of the month following the month in which the hours were worked.

10. **Travel Time**

Where the distance between the marshalling point and the work site exceeds twenty (20) kilometers, any time spent travelling beyond this twenty (20) kilometers radius at the start or end of the shift shall be paid at the employee's straight time rate.

11. **Safety Clothing**

The Contractor will supply rod pouches, welding helmets, safety glasses, welders gloves or mitts, whichever is appropriate, and all safety equipment as directed by the Manitoba Occupational Safety Act, when ironworkers are required to perform welding and burning work.

The cost of any equipment listed above which is not returned on termination of employment will be collected from the employee by a payroll deduction.

12. **Clothing Insurance and Protective Clothing**

a) The Contractor will reimburse the employee for all reasonable losses associated with fire or theft (in the job trailer and/or the gang box) of the employee's working clothes and working equipment (i.e. rigging belts, crescent wrenches, tapes, bullpins, 1 ¼ inch spud wrenches) at the work site, provided appropriate receipts are provided.

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

b) On abnormally dirty maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Contractor shall supply and maintain the necessary protective clothing at no cost to the employee.

c) Where and when necessary the Employer shall supply rain gear, rubber footwear or any other safety footwear that is required other than the regular CSA approved (Green Triangle) Safety Boots which the employee is required to supply. All supplied items will be returned to the Employer at the conclusion of the job in question and any non-returned items will be deducted from the employees final pay cheque

13. Isolation Leave (Return Transportation Time Periods)

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

14. Escalation and Reference

14.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Association of Bridge, Structural and Ornamental Iron Workers, Local 728 and the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

14.1.1 Except as otherwise noted, the following provisions will be incorporated
or adjusted to be consistent with corresponding provisions negotiated from
time to time by the aforementioned Parties:

a) Definitions and qualification requirements for applicable
classifications;

b) Ratios indicating the number of apprentices, helpers, or other types
of trainees who may be employed;

c) Ratios stipulating when a foreman, lead-hand, chargehand, or
pusher is to be appointed; however, if such a ratio is less than ten
(10) to one (1) (i.e., the number of persons being supervised
relative to the supervisor) when incorporating this provision in this
Appendix, the ratio shall be ten (10) to one (1).

14.1.2 The appointment of General Foreman shall be at the sole discretion of the
Contractor.

14.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be
incorporated or adjusted to be consistent with corresponding conditions of
employment negotiated from time to time by the Local and the aforementioned
Parties:

a) Overtime payments (subject to the restrictions set out in Section 14.3);

b) Shift premium but excluding any shift premium applicable to overtime
hours;

c) Vacation and Vacation Pay - such provisions may include any provisions
relative to the timing of payment of vacation pay but shall not include any
provisions stipulating when vacation time must be granted, and in lieu of
such a provision the following shall be substituted: “the scheduling of
time off for vacation shall be arranged by mutual agreement between the
Contractor and the employee”;

d) Pay in lieu of Holidays and any provisions requiring the transferring and
observing of the Holiday on a day, other than the day on which the
Holiday falls (subject to the restrictions set out in Section 14.2.1);

e) Registered and trusteed pension and health and welfare plans (subject to
the restrictions set out in Section 14.2.2);

f) Callout provisions;
g) Rest provisions between shift;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trusteed plans, each of which shall be subject to the restrictions set out in Section 14.2.3:
   i) Building fund;
   ii) Trade improvement plans including educational and apprenticeship funds;
   iii) Industrial promotion funds.

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 14.2.4).

14.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

14.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours. The aforementioned limitation shall not apply to a pension or health and welfare plan in effect in this Appendix on January 1, 1989 and in which higher employer contribution levels were required in respect of overtime hours compared to straight time hours. This exemption shall remain in effect provided required employer contributions to such plans do not change to a single contribution rate relative to straight time and overtime hours.
14.2.3 The Contractor's contribution to any of the plans referred to in Section 14.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

14.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

14.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

14.4 The provisions of 14.1 and 14.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 12a - Rodmen

THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
AND ORNAMENTAL IRONWORKERS

Local 728 (Rodmen)

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

   Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

   If more than the recognized daily hours are worked in any day or shift, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for hours worked thereafter in any one (1) day.

   On Saturdays, except as provided in Article 15.2, Sundays and on Holidays, as set out in Article 17, double time shall be paid.

2. **Shift Conditions**

   If conditions are such that work on a particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

   An employee assigned to any second or third shift shall be paid a shift premium for each hour worked at the straight time rate on such shifts as follows:

   Effective May 01, 2013 - $3.00

   Shift premium shall not apply to any overtime hours worked.

   The foregoing premiums shall not apply to shifts worked on Saturdays, Sundays and Holidays in which overtime rates are in effect.

   Overtime payment for shift work shall be in accordance with the provisions as set out above.

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

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 the applicable overtime rate.

However, the Contractor may call out employees to unload or to do such work as may be necessary to protect property during inclement weather. If this occurs, the employee shall be paid not less than two (2) hours at the applicable rate of pay for each time the employee is called out.

4. **Rest Period**

When an employee completes his regular shift and is recalled to a job without having had at least eight (8) hours rest time, he shall be paid at the rate of double time until such time as an eight (8) hour rest time occurs.

5. **Wages**

Wage rates shall be as follows:

a) **Journeymen Reinforcing Rodmen**

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$34.36</td>
<td>$35.31</td>
<td>$36.21</td>
</tr>
</tbody>
</table>

b) **Foremen**

When the Contractor appoints a Journeyman as a Foreman, he will be paid not less than $5.00 per hour more than the rate for Journeymen for up to a 3 man crew, and not less than $7.50 per hour more than the rate for Journeymen for a 4 man crew or more.

c) **General Foreman**

At the Employers discretion, should they chose to employ a General Foreman, they will be paid not less than the base wage rate for Journeyman Ironworker plus double the extra rate for Foremen.
d) **Apprentices**

At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice’s rate will be reviewed the Contractor and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>5400 or more hours</td>
<td>100%</td>
<td>$34.36</td>
<td>$35.31</td>
</tr>
<tr>
<td>Level 3 Apprentice (3500 – 5399 hours)</td>
<td>85%</td>
<td>$29.21</td>
<td>$30.01</td>
</tr>
<tr>
<td>Level 2 Apprentice (1800 – 3599 hours)</td>
<td>75%</td>
<td>$25.77</td>
<td>$26.48</td>
</tr>
<tr>
<td>Level 1 Apprentice (0 – 1799 hours)</td>
<td>65%</td>
<td>$22.33</td>
<td>$22.95</td>
</tr>
</tbody>
</table>

The Contractor will employ a minimum of one (1) Apprentice for every four (4) Journeymen where practical and available. The ratio of Apprentices to Journeymen may be adjusted higher by mutual agreement between the Contractor and the Union.

The Union will provide apprentices with log books. Following hiring, an apprentice will submit his log book to the Contractor and the Contractor will record therein, in the space allocated for such purposes, the type and extent of trade related training the apprentice has received while in the employ of the Contractor.

6. **Trade Qualifications**

**Journeyman Rodman:**

A Journeyman Rodman must be experienced in the fabricating, placing and tying of reinforcing steel including the placing of reinforcing steel in all types of reinforced concrete structures. He must have a thorough working knowledge of tools and equipment used in the trade as laid down in the CRSI Recommended Practice for Placing Reinforcing Bars, 1959. Journeymen must be able to perform the following operations in a safe and workmanlike manner:

a) Sling, climb and signal the hoist operator;

b) Erect scaffolding or tie the necessary knots and sling scaffolds when necessary;

c) Place reinforcing steel in accordance with recognized ACI Standards under the direction of his supervisor;
d) Read and interpret bar lists, placing drawings, cutting sheets;

e) Operate bending and cutting machines under direction of his supervisor;

f) Work with a hickey;

g) Measure off work under direction of his supervisor.

All Employees:

All employees are required to furnish the following tools: Pliers, Wire Reel, Wire cutters, Tape measure/ruler, and appropriate rigging belt to carry tools. Such tools, when broken on the job, not through employee negligence, shall be replaced by the Contractor provided the broken tool is immediately provided to the Contractor at that time.

An employee may have deducted from his outstanding wages the cost of tools and equipment for which he signed yet failed to return to the Contractor.

7. Vacation Pay and Pay in Lieu of Holidays

Each employee shall receive an amount equal to ten and a half percent (10.5%) of his gross earnings of which four and a half percent (4.5%) shall be in lieu of paid Statutory Holidays. Each employee shall be entitled to four (4) weeks annual vacation to be taken at a time mutually agreed upon by the Contractor and the employee.

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 Employment Standards Code for the Province of Manitoba.

8. Trust Funds

a) Health and Welfare

The Contractor shall contribute to the Ironworkers Central Welfare Trust Fund (Manitoba) the amounts set out below for each hour worked by each employee covered by this Appendix:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 01, 2016</td>
<td>$1.86 per hour</td>
</tr>
</tbody>
</table>

b) Pension

The Contractor shall contribute to the Ironworkers Central Pension Fund (Manitoba) the amounts set out below for each hour worked by each employee covered by this Appendix:
$5.30  $5.60  $6.00
$4.51  $4.76  $5.10
$3.98  $4.20  $4.50
$3.45  $3.64  $3.90

Note: The Contractor’s contributions to the Ironworkers - Central Pension Fund (Manitoba) for Apprentices shall be the following percentages of the amounts stipulated in Section 8 (b) above:

1st Level  0 to 1799 hours  65%
2nd Level  1800 to 3599 hours  75%
3rd Level  3600 to 5399 hours  85%
5400 or more hours  100%

Contributions to each of the above named funds shall be submitted by the Contractor by the 15th of the month following the month in which the hours were worked.

9. Trade Improvement and Apprenticeship Fund

The Contractor shall contribute the amount set out below to the Ironworkers Trade Improvement Fund (Manitoba). Contributions shall apply to all hours worked by all employees covered by this Appendix:

Effective May 01, 2016  30 cents per hour
Effective May 01, 2017  35 cents per hour
Effective May 01, 2018  40 cents per hour

The Contractor shall forward such contributions by the 15th day of the month following the month in which the hours were worked.

10. Personal Effects Insurance

The Contractor will reimburse the employee for all reasonable losses associated with fire or theft (in the job trailer and/or the gang box) of the employee's working clothes and working equipment (i.e. belts, spool reels, tape measure, wire cutters, and cutting pliers) at the work site, provided appropriate receipts are provided.

The Contractor will reimburse the employee for all reasonable losses associated with fire of the employee's belongings and working equipment at the camp site, provided appropriate receipts are provided, to a one time employee maximum of $500.00. To qualify for the $500.00 coverage, the employee must submit a list of his personal effects, prior to becoming a resident of the camp, to the Contractor.
11. **Travel Time**

Where the distance between the marshalling point and the work site exceeds twenty (20) kilometres, any time spent travelling beyond the twenty (20) kilometre radius at the start and end of a shift shall be paid at the employee's straight time rate.

12. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After twenty-nine (29) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

13. **Escalation and Reference**

13.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Association of Bridge, Structural and Ornamental Ironworkers, Local Union No. 728 and the Ironworkers - Reinforcing Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, lead-hand, charge-hand, pusher, journeyman, apprentices, helpers and trainees.

13.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.
13.2 **Other Conditions of Employment**

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 13.3;)

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

d) Pay in lieu of Holidays;

e) Registered and trusted pension and health and welfare plans (subject to the restrictions set out in Section 13.2.1);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The jointly trusted Trade Improvement and Apprenticeship Fund set out in Section 9 of this Appendix (subject to the restrictions set out in Section 13.2.2);

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 13.2.3).
13.2.1 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor’s contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

13.2.2 The Contractor's contribution to the plan referred to in Section 13.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

13.2.3 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

13.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

13.4 The provisions of 12.1 and 12.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
Wage Rates and Conditions for Electrician's Work

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for all hours worked thereafter.

On Saturdays, except as provided in Article 15.2, Sundays and Holidays, as specified in Article 17, double time shall be paid.

2. Shift Conditions

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

Shift work shall be defined as scheduled work assignments lasting two (2) or more 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 6:00 p.m., Monday to Friday inclusive.

An employee shall receive 1.10 times his standard hourly rate for all hours worked at straight time. The shift differential shall not apply on overtime hours.

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

Overtime payment for shift work shall be in accordance with the provisions as set out above.
3. **Wages, Definitions and Qualificational Requirements**

3.1 **Wages**

Wage rates shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Journeyperson</strong></td>
<td>$40.90</td>
<td>$42.33</td>
<td>$43.81</td>
<td>$45.34</td>
</tr>
<tr>
<td><strong>Apprentices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>$16.36</td>
<td>$16.93</td>
<td>$17.52</td>
<td>$18.14</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$20.45</td>
<td>$21.17</td>
<td>$21.91</td>
<td>$22.67</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$26.59</td>
<td>$27.51</td>
<td>$28.48</td>
<td>$29.47</td>
</tr>
<tr>
<td>4th Year</td>
<td>$32.72</td>
<td>$33.86</td>
<td>$35.05</td>
<td>$36.27</td>
</tr>
</tbody>
</table>

3.2 **Definitions and Qualificational Requirements**

**Journeyman Electrician**: An electrical worker who has four (4) or more years experience in the trade and has a current class H Journeyman Electrician's licence under the Province of Manitoba.

**Registered Apprentices**: Apprentices shall be registered in the Province of Manitoba and work and be paid in accordance with the Manitoba Apprenticeship and Tradesmen's Qualifications Act and this Agreement.

The number of apprentices who may be employed by a Contractor in this trade shall not exceed the following:

(i) A Contractor who is engaged in or carries on a business of electrical construction and who employs one (1) working Journeyman or is himself a working Journeyman, may employ one (1) Apprentice, and one (1) additional Apprentice for every two (2) additional working Journeymen employed. Notwithstanding the above, a 1:1 Journeyman to Apprentice ratio may be utilized if mutually agreed to between the Contractor and Local 2085. Requests for a 1:1 ratio shall not be unreasonably denied.
Foreman: When the Contractor appoints a foreman, he shall be a Journeyman Electrician and a Member of Local 2085. The Contractor shall have discretion to appoint Foremen to suit the particular circumstances of the job. However, for every ten (10) employees so employed, the Contractor shall appoint a Foreman. A Foreman shall receive between 105% to 120% of the Journeyman rate, in the discretion of the Contractor.

General Foreman: When the Contractor appoints a General Foreman, he shall be Journeyman Electrician and a member of Local 2085. The Contractor shall appoint a General Foreman at a minimum crew size of 45, and shall receive between 120% and 135% of the Journeyman rate, in the discretion of the Contractor.

Cable Splicer: A Journeyman Electrician who has been qualified by training and admitted to the status of Journeyman Cable Splicer by the Union. Cable Splicers shall undertake work in connection with lead covered cables, and other high voltage cables 2300 volts and higher, involving preparation, splicing and termination.

Journeyman Electrician - Welder: When a Contractor requests an employee to perform welding, he shall be a member of the I.B.E.W., Local 2085 who has completed a recognized plate welders course recognized by the Union and received a certificate of proficiency.

If the Contractor 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 Contractor. Should an employee's special certificate expire while he is in the employ of the Contractor, the cost of the required retest and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Contractor, provided the employee has worked for that Contractor for a minimum of thirty (30) days prior to the retesting. If the employee quits within thirty (30) days of the retesting he will be required to repay the total cost.

4. Vacation and Vacation Pay

Each employee shall be entitled to four (4) weeks annual vacation to be taken at a time mutually agreed upon by the Contractor and the employee.

Vacation pay allowance will be accumulated for the credit of each employee at the rate of six percent (6%) of gross earnings.

Vacation pay shall be paid every pay period or upon termination of employment, whichever is sooner.
5. **Payment In Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays four and a half percent (4.5%) of his gross earnings. Gross earnings shall be exclusive of subsistence and transportation expenses. Such allowance shall be paid to an employee on his regular pay day or upon termination of employment, whichever is the sooner. If a Holiday falls on a Saturday or Sunday which is a non-working day, the closest following work day will be observed. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

6. **Trust Funds**

6.1 **Health and Welfare**

The contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Local 2085 Health and Welfare Fund for all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

The Employer and Employee contribution shall be:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer</td>
<td>$1.00/hr</td>
<td>$1.00/hr</td>
<td>$1.00/hr</td>
<td>$1.00/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.65/hr</td>
<td>$0.65/hr</td>
<td>$0.65/hr</td>
<td>$0.65/hr</td>
</tr>
</tbody>
</table>

6.2 **Pension Fund**

The Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Local 2085 Pension Fund for all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

Employer and Journeyman Employee Contributions:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer</td>
<td>$4.50/hr</td>
<td>$4.50/hr</td>
<td>$4.50/hr</td>
<td>$4.50/hr</td>
</tr>
<tr>
<td>Journeyman Employee</td>
<td>$1.00/hr</td>
<td>$1.25/hr</td>
<td>$1.50/hr</td>
<td>$1.75/hr</td>
</tr>
</tbody>
</table>
Effective May 1, 2007, and for the duration of this agreement, the Contractor and each apprentice shall respectively contribute the amounts set out below to the Local 2085 Pension Fund for all hours worked. Employee contributions shall be collected at the source as a payroll deduction:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$1.80/hr</td>
<td>$1.80/hr</td>
<td>$1.80/hr</td>
<td>$1.80/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.40/hr</td>
<td>$0.50/hr</td>
<td>$0.60/hr</td>
<td>$0.70/hr</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$2.25/hr</td>
<td>$2.25/hr</td>
<td>$2.25/hr</td>
<td>$2.25/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.50/hr</td>
<td>$0.63/hr</td>
<td>$0.75/hr</td>
<td>$0.88/hr</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$2.93/hr</td>
<td>$2.93/hr</td>
<td>$2.93/hr</td>
<td>$2.93/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.65/hr</td>
<td>$0.82/hr</td>
<td>$0.98/hr</td>
<td>$1.14/hr</td>
</tr>
<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$3.60/hr</td>
<td>$3.60/hr</td>
<td>$3.60/hr</td>
<td>$3.60/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.80/hr</td>
<td>$1.00/hr</td>
<td>$1.20/hr</td>
<td>$1.40/hr</td>
</tr>
</tbody>
</table>

**Group Registered Retirement Savings Plan**

The employee shall contribute the amounts set out below to the Local 2085 Group Registered Retirement Savings Plan for all hours worked by Journeymen Electricians. Contributions shall be collected at the source as a payroll deduction.

$1.25 per hour

### 6.4 Industry Education Trust Fund

The Contractor shall contribute the amounts set out below to the Electrical Industry Education Trust Fund. Contributions shall apply to all hours worked by each employee covered by this Appendix:

25 cents per hour
7. **Submission of Trust Funds**

Payment and reporting forms shall be forwarded to the Administrator not later than the 10th of the month following the month for which contributions are being made.

8. **Height Provision**

Employees performing work at elevations of forty-five (45) feet (13.72 metres) or more above the immediate surroundings or when working over water on head gates, bridges and spillways, where there are no rigid platforms or scaffolds, shall be paid at the prevailing rate plus one-half times the regular rate. This shall include work performed in or above any openings of twenty-four (24) inches (60 cm) or larger at this height.

All rigid platforms, scaffolds and accesses shall meet Workplace Health and Safety Regulations. Any mobile lifts (except for scissor lifts with outriggers) shall not be considered rigid platform lifts.

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

9. **Callout**

An employee who is called out to perform work after completing his regular shift shall be paid a minimum of two (2) hours at the prevailing overtime rate.

10. **Rest Period**

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 work performed shall be paid for at the applicable overtime rate, and such overtime rates shall continue for all work performed until a full eight (8) hour rest period has been observed.

11. **Travel Time**

Where the distance between the marshalling point and the work site exceeds sixteen (16) kilometres, any time spent travelling beyond the sixteen (16) kilometres shall be paid at the straight time rate.

12. **Medical Payment**

When an employee is required by the Contractor to take a medical examination he shall be reimbursed four (4) hours pay at the regular rate.
13. **Personal Effects Insurance**

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 dollars
($2000.00) will be reimbursed on presentation of a paid premium receipt.

14. **Safety Clothing**

Protective clothing and safety equipment including safety hat, safety toe rubber boots,
welding jackets and gloves, safety goggles, masks etc. are to be supplied at no cost to the
employee.

If the Contractor requires the employees to work in the rain, wet weather clothing will be
supplied at no cost to the employee.

In areas where acids, chemicals, excessive grease or dust prevail, protective clothing shall
be supplied at no cost to the employee.

The employee must accept reasonable responsibility for safety equipment issued by the
Contractor and must report the loss, or damage of any of the items so issued to the
Contractor.

15. **Safety Provisions**

All work on energized circuits shall be as per the Workplace Safety and Health Act.

16. **Tools**

The following tools shall be supplied by the employee:

<table>
<thead>
<tr>
<th>Tool Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Hammer</td>
</tr>
<tr>
<td>1 9-inch Level</td>
</tr>
<tr>
<td>3 Blade screw Drivers</td>
</tr>
<tr>
<td>1 Centre Punch</td>
</tr>
<tr>
<td>1 10-inch water pump pliers</td>
</tr>
<tr>
<td>1 8-inch Linesman Type Pliers</td>
</tr>
<tr>
<td>1 Needle Nose Pliers</td>
</tr>
<tr>
<td>1 Tool Box</td>
</tr>
<tr>
<td>1 Hack Saw Frame</td>
</tr>
<tr>
<td>1 (8 inch) Diagonal Cutters</td>
</tr>
<tr>
<td>3 Robertson Screw Drivers</td>
</tr>
<tr>
<td>1 Tool Pouch</td>
</tr>
<tr>
<td>1 Knife</td>
</tr>
</tbody>
</table>
1. (1 inch by 16) foot metric/standard Steel Tape

<table>
<thead>
<tr>
<th>* 1 Current Code Book</th>
<th>* 1 set wrenches Combination 1/4&quot; – 3/4 “</th>
</tr>
</thead>
<tbody>
<tr>
<td>* 1 Voltage Tester - 110-550 Volts</td>
<td>* 1 nut driver set</td>
</tr>
<tr>
<td>* 1 Set Allen Wrenches - up to 1/2-inch size</td>
<td>* 1 Chalk Line</td>
</tr>
<tr>
<td>* 1 Stubby Screw Driver set</td>
<td>* 1 drywall saw</td>
</tr>
<tr>
<td>* 1 flashlight ‘AA’ (batteries supplied by Contractor)</td>
<td></td>
</tr>
<tr>
<td>* 1 small wire strippers</td>
<td>* 1 12” combination square</td>
</tr>
<tr>
<td>* 1 Philips Screwdriver</td>
<td>* 1 Tap Wrench Handle</td>
</tr>
<tr>
<td>* 1 Tin Snips</td>
<td></td>
</tr>
</tbody>
</table>

*Except first year Apprentices.

17. **Loss of Tools**

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 under the heading "Tools" that are lost by theft resulting from breaking or entering or destroyed by fire will be replaced by the Contractor provided the tools are stored in a properly secured place designated by the Contractor.

The employee must accept reasonable responsibility for the tools furnished by the Contractor 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. An employee found misusing company tools may be held responsible.

18. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- after thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.
19. Escalation and Reference

19.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Brotherhood of Electrical Workers, Local Union 2085 and the Electrical Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

19.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

(a) definitions and qualificational requirements for applicable classifications.

(b) ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

(c) ratios stipulating when a foreman, leadhand, chargehand, or pusher is to be appointed; however, if such a ratio is less than ten (10) to one (1) (i.e., the number of persons being supervised relative to the supervisor) when incorporating this provision in this Appendix, the ratio shall be ten (10) to one (1).

(d) height pay including that associated with swing stage work.

19.1.2 The appointment of General Foreman shall be at the sole discretion of the Contractor.

19.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

(a) overtime payments (subject to the restrictions set out in Section 19.3)

(b) shift premium but excluding any shift premium applicable to overtime hours.
(c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: 'the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee'.

(d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 19.2.1).

(e) Registered and trusteeed pension and health and welfare plans (subject to the restrictions set out in Section 19.2.2).

(f) Callout provisions.

(g) Rest provisions between shifts

(h) Personal effects insurance provisions

(i) Provisions governing welding and other special trade related tests

(j) Safety clothing

(k) Tool lists and provisions governing loss of such tools on the Project.

(l) The following trusteeed plans, each of which shall be subject to the restrictions set out in Section 19.2.3:

(i) Building fund

(ii) Trade improvement plans including educational and apprenticeship funds

(iii) Industrial promotion funds.

(m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3).

(n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 19.2.4).
19.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

19.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

19.2.3 The Contractor's contribution to any of the plans referred to in Section 19.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

19.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

19.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.
19.4 The provisions of 19.1 and 19.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.

19.2.3 The Contractor's contribution to any of the plans referred to in Section 19.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

19.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

19.4 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

19.5 The provisions of 19.1 and 19.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.

**Wage Rates and Conditions for Lineman’s Work**

At the request of either the Association or the Council, the Joint Appendix Review Committee will meet to establish wage rates and other conditions of employment for Linemen's work. If agreement cannot be reached, the procedure set out in Article 31 shall be followed.
General Scope and Recognition

1. This Appendix shall only apply to Contracted on-site construction work associated with the installation of collector lines as defined under Article 2.1 of the Agreement.

Wage Rates and Conditions for Electrician's Work

2. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for all hours worked thereafter.

On Saturdays, except as provided in Article 15.2, Sundays and Holidays, as specified in Article 17, double time shall be paid.

3. Shift Conditions

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

Shift work shall be defined as scheduled work assignments lasting two (2) or more 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 6:00 p.m., Monday to Friday inclusive.

An employee shall receive 1.10 times his standard hourly rate for all hours worked at straight time. The shift differential shall not apply on overtime hours.

The starting and quitting time of all shift work shall be decided by the Contractor.
Overtime payment for shift work shall be in accordance with the provisions as set out above.

4. Wages, Definitions and Qualification Requirements

4.1 Wages

<table>
<thead>
<tr>
<th>Classification</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyperson Lineman</td>
<td>42.32</td>
<td>43.62</td>
<td>44.98</td>
<td>46.36</td>
</tr>
<tr>
<td>Journeyperson Cablesplicer</td>
<td>42.32</td>
<td>43.62</td>
<td>44.98</td>
<td>46.36</td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th year – 80%</td>
<td>$ 33.86</td>
<td>$ 34.90</td>
<td>$ 35.98</td>
<td>$ 37.09</td>
</tr>
<tr>
<td>3rd year – 65%</td>
<td>$ 27.51</td>
<td>$ 28.35</td>
<td>$ 29.24</td>
<td>$ 30.13</td>
</tr>
<tr>
<td>2nd year – 50%</td>
<td>$ 21.16</td>
<td>$ 21.81</td>
<td>$ 22.49</td>
<td>$ 23.18</td>
</tr>
<tr>
<td>1st year – 40%</td>
<td>$ 16.93</td>
<td>$ 17.45</td>
<td>$ 17.99</td>
<td>$ 18.54</td>
</tr>
<tr>
<td>Groundman I</td>
<td>$ 27.69</td>
<td>$ 28.54</td>
<td>$ 29.42</td>
<td>$ 30.33</td>
</tr>
<tr>
<td>Groundman II</td>
<td>$24.09</td>
<td>$24.49</td>
<td>$25.24</td>
<td>$26.02</td>
</tr>
<tr>
<td>Utilityman</td>
<td>$22.36</td>
<td>$23.05</td>
<td>$23.76</td>
<td>$24.02</td>
</tr>
</tbody>
</table>

4.2 Definitions and Qualification Requirements

a) **Journeyman Lineman**

A person who has worked for (3) or more years at line work, and who is capable of undertaking any work required to construct transmission lines on poles, towers and structures.

b) **Apprentice Lineman**

A person who is training to become a Journeyman Lineman through a recognized training program and is governed by the Trades Qualification and Apprenticeship Act or any successor legislation. An apprentice shall be permitted to use all tools and be under the strict supervision of a Journeyman Lineman.

c) **Groundman I**

A person 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 tower assembly and erection, requisitioning, handling and transporting of materials, the setting of poles and anchors, the stringing of cables, etc.
d) **Groundman II**

A person who is learning the Groundman duties or who is employed on the assembly of components for erection by others and whose job experience does not encompass all of the training required of a Groundman I.

e) **Utilityman**

A worker without specific lineman or groundman skills who may assist linemen or groundmen, and who may perform other unskilled work as assigned.

f) **Journeyman Cable Splicer**

A Journeyman Powerline Technician or Journeyman Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of splicing high voltage cable.

g) **Foreman**

When the Contractor appoints a foreman, he shall be a Journeyman Electrician and a Member of Local 2085. The Contractor shall have discretion to appoint Foremen to suit the particular circumstances of the job. However, for every ten (10) employees so employed, the Contractor shall appoint a Foreman. A Foreman shall receive between 105% to 120% of the Journeyman rate, in the discretion of the Contractor.

h) **General Foreman**

When the Contractor appoints a General Foreman, he shall be Journeyman Electrician and a member of Local 2085. The Contractor shall appoint a General Foreman at a minimum crew size of 45, and shall receive between 120% and 135% of the Journeyman rate, in the discretion of the Contractor.

5. **Vacation and Vacation Pay**

Each employee shall be entitled to four (4) weeks annual vacation to be taken at a time mutually agreed upon by the Contractor and the employee.

Vacation pay allowance will be accumulated for the credit of each employee at the rate of six percent (6%) of gross earnings.
Vacation pay shall be paid every pay period or upon termination of employment, whichever is sooner.

6. **Payment In Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays four and a half percent (4.5%) of his gross earnings. Gross earnings shall be exclusive of subsistence and transportation expenses. Such allowance shall be paid to an employee on his regular pay day or upon termination of employment, whichever is the sooner.

If a Holiday falls on a Saturday or Sunday which is a non-working day, the closest following work day will be observed. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

7. **Trust Funds**

7.1 **Health and Welfare**

The contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Local 2085 Health and Welfare Fund for all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

**Employer and Employee Contributions:**

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1</th>
<th>2016</th>
<th>May 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer</td>
<td>$1.00/hr</td>
<td>$1.00/hr</td>
<td>$1.00/hr</td>
<td>$1.00/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.65/hr</td>
<td>$0.65/hr</td>
<td>$0.65/hr</td>
<td>$0.65/hr</td>
</tr>
</tbody>
</table>
7.2 Pension Fund

The Contractor and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Local 2085 Pension Fund for all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

Employer and Employee Contributions:

<table>
<thead>
<tr>
<th>JOURNEYPersons</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer</td>
<td>$4.50/hr</td>
<td>$4.50/hr</td>
<td>$4.50/hr</td>
<td>$4.50/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$1.00/hr</td>
<td>$1.25/hr</td>
<td>$1.50/hr</td>
<td>$1.75/hr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$1.80/hr</td>
<td>$1.80/hr</td>
<td>$1.80/hr</td>
<td>$1.80/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.40/hr</td>
<td>$0.50/hr</td>
<td>$0.60/hr</td>
<td>$0.70/hr</td>
</tr>
<tr>
<td>2nd Year Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$2.25/hr</td>
<td>$2.25/hr</td>
<td>$2.25/hr</td>
<td>$2.25/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.50/hr</td>
<td>$0.63/hr</td>
<td>$0.75/hr</td>
<td>$0.88/hr</td>
</tr>
<tr>
<td>3rd Year Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$2.93/hr</td>
<td>$2.93/hr</td>
<td>$2.93/hr</td>
<td>$2.93/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.65/hr</td>
<td>$0.82/hr</td>
<td>$0.98/hr</td>
<td>$1.14/hr</td>
</tr>
<tr>
<td>4th Year Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>$3.60/hr</td>
<td>$3.60/hr</td>
<td>$3.60/hr</td>
<td>$3.60/hr</td>
</tr>
<tr>
<td>Employee</td>
<td>$0.80/hr</td>
<td>$1.00/hr</td>
<td>$1.20/hr</td>
<td>$1.40/hr</td>
</tr>
</tbody>
</table>

7.3 Group Registered Retirement Savings Plan

The employee may contribute the amounts set out below to the Local 2085 Group Registered Retirement Savings Plan for all hours worked by Journeymen Electricians. Contributions shall be collected at the source as a payroll deduction.

$1.25 per hour

8. Submission of Trust Funds

Payment and reporting forms shall be forwarded to the Administrator not later than the 10th of the month following the month for which contributions are being made.
9. **Callout**

An employee who is called out to perform work after completing his regular shift shall be paid a minimum of two (2) hours at the prevailing overtime rate.

10. **Rest Period**

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 work performed shall be paid for at the applicable overtime rate, and such overtime rates shall continue for all work performed until a full eight (8) hour rest period has been observed.

11. **Travel Time**

Where the distance between the marshalling point and the work site exceeds sixteen (16) kilometres, any time spent travelling beyond the sixteen (16) kilometres shall be paid at the straight time rate.

12. **Medical Payment**

When an employee is required by the Contractor to take a medical examination he shall be reimbursed four (4) hours pay at the regular rate.

13. **Personal Effects Insurance**

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 dollars ($2000.00) will be reimbursed on presentation of a paid premium receipt.

14. **Safety Clothing**

Protective clothing and safety equipment including safety hat, safety toe rubber boots, welding jackets and gloves, safety goggles, masks etc. are to be supplied at no cost to the employee.

If the Contractor requires the employees to work in the rain, wet weather clothing will be supplied at no cost to the employee.

In areas where acids, chemicals, excessive grease or dust prevail, protective clothing shall be supplied at no cost to the employee.

The employee must accept reasonable responsibility for safety equipment issued by the Contractor and must report the loss, or damage of any of the items so issued to the Contractor.
15. **Safety Provisions**

All work on energized circuits shall be as per the Workplace Safety and Health Act.

16. **Tools**

The following tools shall be supplied by the employee:

The following tools will be supplied by Linemen, Cable Splicer’s, and Apprentices:

1 – set of belt and spurs, and a fall restricting system for pole climbing in accordance with E&USA and/or CSA Standards.
1 – harness with D in centre of back in accordance with E&USA and/or CSA Standards.
1 – skinning knife
1 – 10” adjustable wrench
1 – 12” adjustable wrench
1 – large screwdriver, 8” shank, 5” handle
1 – pair 9” offset cutting pliers
1 – ball peen hammer
1 – 6’ folding wooden ruler or a non-conducting equivalent
1 – nut & bolt bag
1 – ratchet handle with sockets (sizes as required)
1* – pair of lineman gloves

These additional tools will be supplied by Splicers:

6 screwdrivers, Robertson and standard Types
1 – pair 8” diagonal pliers
1 – pair 8” long nose pliers
1 – tool box
1 – adjustable hacksaw frame
1* - set of cable preparation knives

* - the Contractor shall replace knives and gloves when they are worn out.
17. **Loss of Tools**

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 under the heading "Tools" that are lost by theft resulting from breaking or entering or destroyed by fire will be replaced by the Contractor provided the tools are stored in a properly secured place designated by the Contractor.

The employee must accept reasonable responsibility for the tools furnished by the Contractor 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. An employee found misusing company tools may be held responsible.

18. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- after thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

19. **Escalation and Reference**

19.1 **Wage Rate Provisions**

19.1.1 **Reference Classifications and Weighting**

The Reference Classifications and the weighting of the classification shall be as follows:

<table>
<thead>
<tr>
<th>Reference Classification</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix 13 The International Brotherhood of Electrical Workers - Local Union 2085</td>
<td>100%</td>
</tr>
</tbody>
</table>
19.1.2 **Method of Calculating the Percentage Adjustment of Reference Classification**

The weighted percentage adjustment of each Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in H&W})}{(\text{Expired } W) + (\text{Expired } P) + (\text{Expired H&W})} \times 100 \times \text{Weighting Factor}
\]

Where:

- **Change** means the increase or decrease in that benefit.
- **W** means wage rate
- **P** and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- **Expired** means the rate in effect when the last weighted percentage adjustment was calculated.
- **Weighting factor** means the factor assigned to a particular Reference Classification as set out in 19.1.1.

19.1.3 In calculating the weighted percentage adjustment of a Reference classification, the arithmetic result shall be rounded to the nearest hundredth of a percent.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, journeypersons, apprentices, groundman and utility workers.
19.1.4 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

(a) definitions and qualification requirements for applicable classifications.

(b) ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

(c) ratios stipulating when a foreman, leadhand, chargehand, or pusher is to be appointed; however, if such a ratio is less than ten (10) to one (1) (i.e., the number of persons being supervised relative to the supervisor) when incorporating this provision in this Appendix, the ratio shall be ten (10) to one (1).

(d) height pay including that associated with swing stage work.

19.1.5 The appointment of General Foreman shall be at the sole discretion of the Contractor.

19.2 Health and Welfare and Pension

19.2.1 Subject to the conditions set out below, Health and Welfare and Pension contributions shall be adjusted to be consistent with contributions required in respect of Members of Local 2085 covered by this Appendix and participating in the Local 2085 Health and Welfare Plan and Pension Plan(s).

19.2.2 The Contractor's contribution to the Health and Welfare and Pension Plans may be applied on a per hour worked basis; however, the contractor's contributions rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

19.2.3 Pursuant to 19.2.1, when the negotiated effective date of any adjustment to the Contractor's contribution rate to the Health and Welfare and/or Pension Plans does not occur on the effective date of an adjustment to wage rates in this Appendix, at the option of the Local 2085, the implementation of such an adjustment may be delayed so that it coincides with the effective date of the next subsequent adjustment to wage rates. Notification, in writing, specifying that Local 2085 are electing to exercise this option shall be provided by the Council
Appendix Review Committee to the Association Appendix Review Committee in accordance with the provisions of Section 19.2.5.

19.2.4 Any adjustment to the Contractor's contribution rate to the Health and Welfare and/or Pension Plans will be dealt with as follows:

19.2.4.1 When the effective date of the adjustment to the Plan coincides with an adjustment date for wage rates in this Appendix, the resultant hourly rates (i.e., the hourly rates resulting from the application of the weighted percentage adjustment factor) will be reduced by the amount of the increase (or increased by the amount of any decrease) in the Contractor's contribution rate to the Plan.

19.2.4.2 When the effective date of the adjustment to the Plan does not coincide with an adjustment date for wage rates in this Appendix, the hourly wage rates in this Appendix will be reduced by the amount of the increase (or increased by the amount of any decrease) in the Contractor's contribution rate to the Plan.

19.2.5 Notification, in writing, of any adjustment to the Health and Welfare and/or Pension Plans shall be provided by the Council Appendix Review Committee to the Association Appendix Review Committee at least twenty (20) calendar days in advance of the proposed implementation date of such adjustment. If such notification is not provided, the effective date of the adjustment shall be deemed to be twenty (20) calendar days from the date of receipt of the notification.

19.3 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

(a) overtime payments (subject to the restrictions set out in Section 19.3)

(b) shift premium but excluding any shift premium applicable to overtime hours.

(c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: 'the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee'.
(d) pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 19.3.1).

(e) registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 19.3.2).

(f) callout provisions.

(g) rest provisions between shifts.

(h) personal effects insurance provisions.

(i) provisions governing welding and other special trade related tests.

(j) safety clothing.

(k) tool lists and provisions governing loss of such tools on the Project.

(l) the following trustee plans, each of which shall be subject to the restrictions set out in Section 19.3.3:

(i) building fund.

(ii) trade improvement plans including educational and apprenticeship funds.

(iii) industrial promotion funds.

(m) the time period between Isolation Leaves (subject to the restrictions of Article 19.3.1.3).

(n) travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 19.3.4).

19.3.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.
19.3.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

19.3.3 The Contractor's contribution to any of the plans referred to in Section 19.3 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

19.3.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

19.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

19.4 The provisions of 19.1, 19.2, and 19.3 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 14 – Plumbers and Pipefitters

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICE OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

Local Union 254

BURNTWOOD/NELSON AGREEMENT

Revised Aug 8, 2018

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. to 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift on Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for hours worked thereafter.

On Saturdays, except as provided in Article 15.2, the first eight (8) hours will be paid at the rate of one and one-half (1½) times the applicable base rate, and double (2x) the applicable base rate thereafter.

Sundays and Holidays as set out in Article 17, double time shall be paid.

2. Shift Conditions

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

A shift premium of ten percent (10%) of the regular straight time rate will be paid for each shift hour worked at the straight time rate. The shift premium shall not apply on overtime hours.

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

Shifts shall be scheduled to continue for at least two (2) consecutive working days.

Overtime payment for shift work shall be in accordance with the provisions as set out above.
3. **Wages**

Wage rates shall be as follows:

a) **Journeyman**

<table>
<thead>
<tr>
<th></th>
<th>June 2, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$40.84</td>
<td>$41.35</td>
<td>$41.86</td>
</tr>
</tbody>
</table>

b) **Apprentices**

The scale of wages for apprentices shall be:

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>June 2, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>5th Year 93.5%</td>
<td>$38.19</td>
<td>$38.66</td>
<td>$39.14</td>
</tr>
<tr>
<td>4th Year 80%</td>
<td>$32.67</td>
<td>$33.08</td>
<td>$33.49</td>
</tr>
<tr>
<td>3rd Year 70%</td>
<td>$28.59</td>
<td>$28.95</td>
<td>$29.30</td>
</tr>
<tr>
<td>2nd Year 60%</td>
<td>$24.50</td>
<td>$24.81</td>
<td>$25.12</td>
</tr>
<tr>
<td>1st Year 50%</td>
<td>$20.42</td>
<td>$20.68</td>
<td>$20.93</td>
</tr>
</tbody>
</table>

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.

The ratio of Apprentices to Journeymen shall be in accordance with the Apprenticeship and Trades Qualifications Act.

c) **Foreman and General Foreman**

When the Contractor appoints a Foreman, he shall be paid a minimum of ten percent (10%) above the Journeyman's rate.

The first Foreman will be responsible for up to a maximum of fifteen (15) Journeymen; subsequent Foremen will be responsible for up to a maximum of thirteen (13) Journeymen.

When the Contractor appoints a General Foreman he shall be a journeyman member of Local Union 254 and will not be required to work with the tools of the trade.

The minimum rate of wages for General Foremen shall be fifteen percent (15%) above the Journeyman’s rate when in charge of less than sixty (60) Journeymen and twenty five percent (25%) when in charge of sixty (60) or more Journeymen.
4. **Vacation and Vacation Pay**

   Each employee after completing two tours of duty shall be entitled to three (3) weeks annual vacation to be taken at a time mutually agreed upon by the Contractor and the employee.

   Vacation pay shall be six percent (6%) of total base rate earnings.

   Vacation pay allowance will 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 Employment Standards Code for the Province of Manitoba.

5. **Payment in Lieu of Holidays**

   Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four percent and a half (4.5%) of his total base rate plus vacation pay earnings. Such allowance shall be paid to employees on their regular pay day.

   If a Holiday falls on a Saturday which is a non working day, or Sunday, the closest following work day(s) which is not a paid Holiday will be observed. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

6. **Trust Funds**

   6.1 **Health and Welfare**

   The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Local 254 Health & Welfare Fund. The employee's contribution shall be collected at the source as a payroll deduction. Contributions shall apply to all hours earned.

   Contractor's Contribution - effective May 1, 2016 - 91¢ per hour
   Employee's Contribution - effective May 1, 2016 - $1.03 per hour

   6.2 **Pension Fund**

   The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Local 254 Pension Fund. The employee's contribution shall be collected at the source as a payroll deduction. Contributions shall apply to all hours earned.
Effective June 2, 2018

<table>
<thead>
<tr>
<th>Journeyman</th>
<th>Contractor’s Contributions</th>
<th>Employee’s Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6.61</td>
<td>nil</td>
</tr>
<tr>
<td>Apprentice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th Year 93.5%</td>
<td>$6.18</td>
<td>nil</td>
</tr>
<tr>
<td>4th Year 80%</td>
<td>$5.29</td>
<td>nil</td>
</tr>
<tr>
<td>3rd Year 70%</td>
<td>$4.63</td>
<td>nil</td>
</tr>
<tr>
<td>2nd Year 60%</td>
<td>$3.97</td>
<td>nil</td>
</tr>
<tr>
<td>1st Year 50%</td>
<td>$3.31</td>
<td>nil</td>
</tr>
</tbody>
</table>

6.3 Training Fund

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Local 254 Training Fund. Employee contributions shall be collected at the source as a payroll deduction. Contributions shall apply to all hours worked.

Contractor's Contribution – effective May 1, 2016 - 51¢ per hour
Employee's Contribution – effective May 1, 2016 - 17¢ per hour

6.4 Industrial Promotion Fund

The Contractor shall contribute the amount set out below to the Industrial Promotion Fund. Contributions shall apply to all hours worked by all employees covered by this Appendix.

44¢ per hour.

6.5 Payment of all Trust Fund Contributions

Contributions to all trust funds shall be submitted monthly and will be accompanied by completed reporting forms supplied by the Administrator of the Local 254 Piping Industry Trusts Fund on or before the 10th day of the month following the month for which such contributions are payable. Such forms shall list employees and hourly contributions for each employee. A copy of the above mentioned form is to be retained by the Contractor and the remaining copies to be forwarded with one (1) cheque made payable to "The Piping Industry Trusts Fund" covering all contributions, to the Administrator of the Local 254 Piping Industry Trusts Fund.

7. Callouts

An employee who is called out to perform work after completing his regular shift, shall be paid for such work at double time, but in no case shall an employee be paid less than two (2) hours at double time.
8. **Rest Period**

If an employee is requested to work after the completion of his regular shift and is not provided with at least an eight (8) hour rest period between shifts, the employee shall be paid double time rates until such time as an eight (8) hour break occurs.

9. **Welding Tests**

A Journeyman Welder required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations for a minimum of forty-five (45) calendar days from the date of hire.

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

Should an employee's certificate expire while he is in the employ of a Contractor, the cost of the required annual re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Contractor, provided the employee has worked for that Contractor for a minimum of forty-five (45) calendar days immediately prior to the expiry date of the certificate. If the employee resigns within forty-five (45) days of the re-test, the employee will be required to repay the total cost.

When a Welder has been trained for a special certificate, and tested at the Contractor's expense, and the Welder quits within forty-five (45) days of the tests, then the cost of testing time paid by the Contractor will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Contractor.

Welders who perform special tests, shall be paid a minimum of four (4) hours pay up to a maximum of eight (8) hour for each successful test.

10. **Personal Effects Insurance**

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 dollars ($2000.00), will be reimbursed on presentation of a paid premium receipt. To qualify for the insurance coverage an employee must submit a list of his personal effects on becoming a resident of the camp when such list is requested by the Contractor or the Operator of the camp.

11. **Safety Clothing**

a) When an employee is required to work in hazardous (e.g. asbestos, fiberglass) or especially dirty areas, the Contractor shall furnish proper protective clothing, including coveralls. Failure to comply, the employee must be reimbursed for loss or damage to his footwear or clothing;
b) When employees are required to do grinding, welding or other work requiring protective devices, all such protective gear will be supplied by the Contractor. Where the necessary protection devices are supplied for carrying out the work referred to above, but not utilized by the members performing the work, the employee shall first receive a written warning and if not adhered to, he shall be subject to dismissal;

c) Employees required to work in wet locations (crawl spaces, etc.) or work outdoors in inclement weather, shall be issued with sanitized rubber boots and rain gear by the Contractor;

d) Welders helmets, goggles, protective leather sleeves and welding gloves or mitts, but not Welders leather jackets and pants, shall be included in the term safety equipment and safety clothing. In the case of Metatarsal boots, the Contractor will contribute 100% of the cost.

Welders jackets shall be made available for temporary issue to Welders when engaged on work requiring additional protection such as, but not limited to, arc-air gouging and overhead welding, etc.;

e) All hard hats, sweat bands, winter liners, safety equipment, safety clothing, rainwear, etc., issued to an employee will be returned to the Contractor at the conclusion of the job for which it was issued. The Contractor accepts responsibility for normal wear and tear on receipt of the worn out articles. Any employee losing or abusing equipment, clothing, safety tools or devices issued to him, may have the cost of these articles deducted from his pay.

12. **Tools**

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.

13. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.
Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

14. Escalation and Reference

14.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada Local Union 254, and the Mechanical Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

14.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;

c) Ratios stipulating when a foreman, leadhand, chargehand, or pusher is to be appointed; however, if such a ratio is less than ten (10) to one (1) (i.e., the number of persons being supervised relative to the supervisor) when incorporating this provision in this Appendix, the ratio shall be ten (10) to one (1);

d) Height pay including that associated with swing stage work.

14.1.2 The appointment of General Foreman shall be at the sole discretion of the Contractor.

14.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:
a) Overtime payments (subject to the restrictions set out in Section 14.3);

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 14.2.1);

e) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 14.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trusted plans, each of which shall be subject to the restrictions set out in Section 14.2.3:

   i) Building fund;

   ii) Trade improvement plans including educational and apprenticeship funds;

   iii) Industrial promotion funds.

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the
hourly rate at which travel time will be paid (subject to the restrictions set out in Section 14.2.4).

14.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

14.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

The aforementioned limitation shall not apply to a pension or health and welfare plan in effect in this Appendix on January 1, 1989 and in which higher employer contribution levels were required in respect of overtime hours compared to straight time hours. This exemption shall remain in effect provided required employer contributions to such plans do not change to a single contribution rate relative to straight time and overtime hours.

14.2.3 The Contractor's contribution to any of the plans referred to in Section 14.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

14.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

14.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

14.4 The provisions of 14.1 and 14.2 above shall be dealt with by following the
procedure set out in Article 30 of this Agreement.
APPENDIX NO. 14a – Refrigeration Section of P & P

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY
OF UNITED STATES AND CANADA

Local Union 254, Refrigeration Section

BURNTWOOD/NELSON AGREEMENT

1. **Hours of Work and Overtime**

   Eight (8) hours shall constitute a day’s work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. to 6:00 p.m.

   If more than the recognized daily hours are worked in any day or shift, Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for all hours worked thereafter.

   On Saturdays, except as provided in Article 15.2, Sundays and holidays as specified in Article 17, double time shall be paid.

2. **Shift Conditions**

   If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

   A premium of 0.125 of the regular straight time rate will be paid for each shift hour worked at the straight time rate. The shift premium shall not apply on overtime hours.

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

   Overtime payment for shift work shall be in accordance with the provisions set forth above.
3. **Wages**

Wage rates shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>June 20, 2018</th>
<th>May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman Refrigeration Workers</td>
<td>$39.83</td>
<td>$40.25</td>
</tr>
<tr>
<td>Apprentice 5th year (93%)</td>
<td>$37.04</td>
<td>$37.43</td>
</tr>
<tr>
<td>Apprentice 4th year (83%)</td>
<td>$33.06</td>
<td>$33.41</td>
</tr>
<tr>
<td>Apprentice 3rd year (73%)</td>
<td>$29.08</td>
<td>$29.38</td>
</tr>
<tr>
<td>Apprentice 2nd year (65%)</td>
<td>$25.89</td>
<td>$26.16</td>
</tr>
<tr>
<td>Apprentice 1st year (55%)</td>
<td>$21.91</td>
<td>$22.14</td>
</tr>
</tbody>
</table>

Apprentices will be employed in accordance with the terms and conditions laid down by the Apprenticeship Division of the Department of Labour.

4. **Vacation and Vacation Pay**

Vacation pay shall be six percent (6%) of the employee's gross earnings.

Vacation pay allowance will 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 Employment Standards Code for the Province of Manitoba.

5. **Payment in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four and a half percent (4.5%) of his gross earnings.

The employee shall receive this allowance with his regular pay.

6. **Trust Funds**

6.1 **Health and Welfare**

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Local 254 Health and Welfare Trust Fund. The employee's contribution shall be collected at the source as a payroll deduction. Contributions shall apply to all hours earned.

Contractor: effective May 1, 2016 - $0.91 per hour

Employee: effective May 1, 2017 - $1.03 per hour
*NOTE*
For purposes of the BNA and in acknowledgement of the receipt of the most recent Refrigeration Costing Model, the amounts shown above will not be applied retroactively. May 1, 2016 will be the acknowledged effective date.

6.2 Pension Fund

The Contractor shall contribute the amounts set below to the Local 254 Pension Fund. The Contractor's Contributions shall apply to all hours earned.

Contractor's Contribution
Effective June 20, 2018 will be $7.94 per hour
Effective May 1, 2019 will be $8.03 per hour

Note: All Apprentice Pension Contributions are based on the relative percent to Journeyman rate identified in Section 3 of this Appendix.

*NOTE*
For purposes of the BNA and in acknowledgement of the receipt of the most recent Refrigeration Costing Model, the amounts shown above will not be applied retroactively. May 1, 2016 will be the acknowledged effective date.

6.3 Submission of Contributions

Contributions shall be submitted monthly, and will be accompanied by forms supplied by the Administrator of the Local 254 Piping Industry Trusts Fund, on or before the 10th day of the month following the month for which such contributions are payable. Such forms will list employees and hourly contributions for each employee. A copy of the above mentioned forms will be retained by the Contractor and the remaining copies will be forwarded with one cheque made payable to "The Piping Industry Trusts Fund" covering all health and welfare contributions, and one (1) cheque made payable to the Administrator of the Local 254 Refrigeration Pension Plan.

7. Rest Period

If an employee is requested to work after the completion of his regular shift and is not provided with at least an eight (8) hour rest period between shifts, the employee shall be paid double time rates until such time as an eight (8) hour break occurs.
8. **Safety Clothing**

The Contractor will supply all safety equipment and devices required by the Safety Regulations including respirators, goggles for grinding, welding sleeves and gloves for welders, protective rain gear and disposable hearing protection when same is required. When employees are required to work in hazardous areas, the Contractor shall furnish proper protective clothing. Should the Contractor not provide the protective clothing, the employee will be reimbursed for loss or damage to his footwear or clothing. Personal clothing is to be supplied by the employee.

The employee must accept the responsibility for the safety equipment issued by the Contractor under the same conditions as set forth for tools and must report the loss of damage of any of the items so issued to the Contractor.

9. **Welding Tests**

A Journeyman Welder required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations for a minimum of forty-five (45) calendar days from the date of hire. If the Contractor requires any additional examining or testing, or if an existing employee is requested by the Contractor to re-test for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Contractor.

Should an employee's certificate expire while he is in the employ of a Contractor, the cost of the required annual re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Contractor, provided the employee has worked for that Contractor for a minimum of forty-five (45) calendar days immediately prior to the expiry date of the certificate. If the employee resigns within forty-five (45) days of the re-test, the employee will be required to repay the total cost.

When a Welder has been trained for a special certificate, and tested at the Contractor's expense, and the Welder quits within forty-five (45) days of the tests, then the cost of testing time paid by the Contractor will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Contractor.

10. **Tools**

The Contractor agrees to pay the employee fifty percent (50%) of the cost of tool insurance, up to a maximum of six thousand dollars ($6000.00) worth of coverage, upon submission of a receipt from the employee. If an employee leaves the employ of the Contractor within six (6) months of such payment being made, the Contractor may deduct said payment from any monies due the employee. In the event of a claim being made for lost or stolen tools, the Contractor agrees to pay one hundred percent (100%) of the deductible.

Any 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, 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.
Journeymen and Apprentices shall supply the tools of the trade as per the following list:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tool box</td>
</tr>
<tr>
<td>Refrigeration test manifold</td>
</tr>
<tr>
<td>Pocket thermometer</td>
</tr>
<tr>
<td>Crescent wrenches (set consisting of 6”, 8”, 10”)</td>
</tr>
<tr>
<td>Refrigeration socket set</td>
</tr>
<tr>
<td>Tube cutters (1/4” to 1 1/8”)</td>
</tr>
<tr>
<td>Refrigeration flaring kit</td>
</tr>
<tr>
<td>Screw drivers (complete set)</td>
</tr>
<tr>
<td>Combination wrenches (box and open end, 3/8” to 5/8”)</td>
</tr>
<tr>
<td>Plier (needle nose, channel locks, combination, vise grips)</td>
</tr>
<tr>
<td>Pipe wrenches (8” and 14”)</td>
</tr>
<tr>
<td>Side cutters</td>
</tr>
<tr>
<td>Hammer</td>
</tr>
<tr>
<td>Volt-ammeter</td>
</tr>
<tr>
<td>Allen wrenches (set 1/16” to 1/2”)</td>
</tr>
<tr>
<td>Hack saw</td>
</tr>
<tr>
<td>Keyhole saw</td>
</tr>
<tr>
<td>Pinch off tool</td>
</tr>
<tr>
<td>Swedging kit (1/4”, 3/8”, 1/2”, 5/8”)</td>
</tr>
<tr>
<td>Tinsnips</td>
</tr>
<tr>
<td>Punch and chisel set</td>
</tr>
<tr>
<td>Tape measure (10’)</td>
</tr>
<tr>
<td>Flashlight</td>
</tr>
<tr>
<td>Electronic Leak Detector</td>
</tr>
<tr>
<td>Nut Driver (1/4 inch to 1/2 inch Sizes)</td>
</tr>
<tr>
<td>Cordless Drill</td>
</tr>
</tbody>
</table>

11. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at 75% of the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.
12. Escalation and Reference

12.1 Wage Rate Provisions

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 254, Refrigeration Section, and the Refrigeration Contractors Trade Division of the Construction Labour Relations Association of Manitoba.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

12.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

   a) Definitions and qualificational requirements for applicable classifications;

   b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

12.2 Other Conditions of Employment

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

   a) Overtime payments (subject to the restrictions set out in Section 12.3);

   b) Shift premium but excluding any shift premium applicable to overtime hours;

   c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision, the following shall be substituted: “The scheduling of time-off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

   d) Pay in lieu of Holidays;
e) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 12.2.1);

f) Callout provisions;

g) Rest provisions between shifts;

h) Provisions governing welding and other special trade related tests;

i) Safety clothing;

j) Tool lists and provisions governing loss of such tools on the Project;

k) Trusteed trade improvement plans including educational and apprenticeship funds. The Contractor's contribution to such plans may be applied on a per hour worked basis however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

l) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

m) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 12.2.2).

12.2.1 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

The aforementioned limitation shall not apply to a pension or health and welfare plan in effect in this Appendix on January 1, 1989 and in which higher employer contribution levels were required in respect of overtime hours compared to straight time hours. This exemption shall remain in effect provided required employer contributions to such plans do not change to a single contribution rate relative to straight time and overtime hours.

12.2.2 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.
12.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

12.4 The provisions of 12.1 and 12.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 14b – Sprinkler System Installers

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICE OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

Local Union 254

BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #25, for additional information regarding Appendix 14B

1. **Hours of Work and Overtime**

   Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. to 6:00 p.m.

   If more than the recognized daily hours are worked in any day or shift on Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for hours worked thereafter.

   On Saturdays, except as provided in Article 15.2, Sundays and Holidays as set out in Article 17, double time shall be paid.

2. **Shift Conditions**

   If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

   A shift premium of fifteen percent (15%) of the regular straight time rate will be paid for each shift hour worked at the straight time rate. The shift premium shall not apply on overtime hours.

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

   Overtime payment for shift work shall be in accordance with the provisions as set out above.
3. **Wages**

Wage rates shall be as follows:

a) **Journeyman**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 3, 2016</td>
<td>$39.50 per hour</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>$40.68 per hour</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>$41.86 per hour</td>
</tr>
</tbody>
</table>

b) **Apprentices**

The scale of wages for apprentices, effective May 1, 2010, shall be:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage of Journeyman Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year*</td>
<td>50%</td>
</tr>
<tr>
<td>2nd year</td>
<td>60%</td>
</tr>
<tr>
<td>3rd year</td>
<td>70%</td>
</tr>
<tr>
<td>4th year</td>
<td>80%</td>
</tr>
</tbody>
</table>

Apprentices shall be registered in the Province of Manitoba and work in accordance with the Manitoba Apprenticeship and Tradesmen's Qualifications Act and this Agreement. If an Apprentice fails to successfully complete an Apprenticeship level, he shall not qualify for advancement and shall remain at the same rate of pay until he has successfully completed that level.

The ratio of Apprentices to Journeymen shall be in accordance with the Apprenticeship and Trades Qualifications Act.

*The first three months for a 1st year Apprentice shall be a probationary period. During this probationary period, neither the Apprentice nor the Contractor shall make contributions to the Pension Plan.

c) **Foreman and Lead Hand**

The selection and appointment of Foremen is the sole responsibility of the Contractor and the Union shall not interfere in any way in the selection of Foremen. Where there are five or more men employed, a Foreman shall be designated. He shall be paid fourteen percent (14%) above the Journeyman's rate.

Where there are four men employed, a Lead Hand shall be designated. He shall be paid ten percent (10%) above the Journeyman’s rate.
It is understood and agreed that when five or more men are employed (and a Foreman is designated as provided above), there will be no Lead Hand designated.

4. **Vacation and Vacation Pay**

Vacation pay shall be six percent (6%) of total base rate earnings.

Vacation pay allowance will 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 Employment Standards Code for the Province of Manitoba.

5. **Payment in Lieu of Holidays**

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four percent (4%) of his total base rate earnings. Such allowance shall be paid to employees on their regular pay day.

If a Holiday falls on a Saturday which is a non working day, or Sunday, the closest following work day(s) which is not a paid Holiday will be observed. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

6. **Trust Funds**

6.1 **Health and Welfare**

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Local 254 Health & Welfare Fund. The employee's contribution shall be collected at the source as a payroll deduction. Contributions shall apply to all hours earned.

<table>
<thead>
<tr>
<th>Contractor's Contribution</th>
<th>May 1, 2017</th>
<th>$1.94 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Contribution</td>
<td>July 3, 2016</td>
<td>$1.94 per hour</td>
</tr>
<tr>
<td>Contractor's Contribution</td>
<td>May 1, 2018</td>
<td>$1.94 per hour</td>
</tr>
</tbody>
</table>

| Employee's Contribution  | May 1, 2009  | Nil             |

Should the Trustees of the Health & Welfare Fund adjust the Contractors’ contributions to the said Fund, the adjustment (increase or decrease) shall be deducted from the wage rate (in the case of an increase) or added to the wage rate (in the case of a decrease).
6.2 Pension Fund

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the Sprinkler Industry Pension Fund. The employee's contribution shall be collected at the source as a payroll deduction. Contributions shall apply to all hours earned.

<table>
<thead>
<tr>
<th>Contractor's Contribution</th>
<th>July 3, 2016</th>
<th>$7.30 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>May 1, 2017</td>
<td>$7.30 per hour</td>
</tr>
<tr>
<td></td>
<td>May 1, 2018</td>
<td>$7.30 per hour</td>
</tr>
<tr>
<td>Employee's Contribution</td>
<td>May 1, 2009</td>
<td>$0.05 per hour</td>
</tr>
</tbody>
</table>

6.3 National Sprinkler Industry Joint Training and Apprenticeship Fund and National Training (Safety) Fund

The Contractor and each employee covered by this Appendix shall contribute the amounts set out below to the National Sprinkler Industry Joint Training and Apprenticeship Fund and National Training (Safety) Fund. Employee contributions shall be collected at the source as a payroll deduction. Contributions shall apply to all hours worked.

National Sprinkler Industry Joint Training and Apprenticeship Fund:

| Contractor's Contribution | 10¢ per hour |
| Employee's Contribution   | 5¢ per hour  |

National Training (Safety) Fund:

| Contractor's Contribution | 13¢ per hour |
| Employee's Contribution   | 5¢ per hour  |

6.4 Sprinkler Administration Fund

The Contractor shall deduct from the wages of each employee the amount set out below to the Sprinkler Administration Fund. Contributions shall apply to all hours worked by all employees covered by this Appendix.

6¢ per hour.
6.5 **Payment of all Trust Fund Contributions**

Contributions to all trust funds shall be submitted monthly and will be accompanied by completed reporting forms supplied by the Administrator of the Local 254 Piping Industry Trusts Fund on or before the 10th day of the month following the month for which such contributions are payable. Such forms shall list employees and hourly contributions for each employee. A copy of the above mentioned form is to be retained by the Contractor and the remaining copies to be forwarded with one (1) cheque made payable to "The Piping Industry Trusts Fund" covering all contributions, to the Administrator of the Local 254 Piping Industry Trusts Fund.

7. **Tools**

Employees shall supply 25 foot tape measure, 8” level, and 8” wrench. The Contractor shall furnish all other necessary tools of their trade, including compulsory safety equipment. Employees shall ensure that tools, equipment, and materials are put in their proper places and chests or lockers are left in a place as secure from theft or damage as possible. Any employee losing or abusing tools or safety equipment issued to him may have the cost of these articles deducted from his pay.

8. **Routine Maintenance**

As provided in Manitoba Regulation 29/2003 *Trade of Sprinkler System Installer Regulation*, a person is not practicing in the trade when he performs routine maintenance tasks on sprinkler or fixed fire protection systems or performs a task of the trade that he is authorized by another enactment to perform. It is understood and agreed that such work is excluded from Article 2, Scope and Recognition, under Article 2.2 l).

9. **Isolation Leave (Return Transportation Time Periods)**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After thirty-five (35) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.
10. **Escalation and Reference**

10.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada Local Union 254, and the Canadian Automatic Sprinkler Association.

Classifications eligible for adjustment may include, foreman, leadhand, journeyman, apprentices, helpers and trainees.

10.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

a) Definitions and qualificational requirements for applicable classifications;

b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed;

c) Number of employees stipulating when a foreman or leadhand is to be appointed; however, a leadhand need not be designated if less than four men are employed, and a foreman need not be designated if less than five men are employed, and no leadhand will be designated where more than four men are employed.

10.2 **Other Conditions of Employment**

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

a) Overtime payments (subject to the restrictions set out in Section 10.3);

b) Shift premium but excluding any shift premium applicable to overtime hours;

c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision the following shall be substituted: “the scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;

320 | P a g e
d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 10.2.1);

e) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 10.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project;

l) The following trustee plans, each of which shall be subject to the restrictions set out in Section 10.2.3:

   i) Trade improvement plans including educational, safety, and apprenticeship funds;

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 10.2.4).

10.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.
10.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

The aforementioned limitation shall not apply to a pension or health and welfare plan in effect in this Appendix on January 1, 1989 and in which higher employer contribution levels were required in respect of overtime hours compared to straight time hours. This exemption shall remain in effect provided required employer contributions to such plans do not change to a single contribution rate relative to straight time and overtime hours.

10.2.3 The Contractor's contribution to any of the plans referred to in Section 10.2 (l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

10.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

10.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

10.4 The provisions of 10.1 and 10.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 15 – Office and Professional Employees

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION

Local Union 342

BURNTWOOD/NELSON AGREEMENT

*** Note – See Letter of Agreement #28, for additional information regarding Appendix 15 (EMS Classifications)
*** Note – See Letter of Agreement #31, for additional information regarding Appendix 15 (Health and Welfare Trust Fund)
*** Note – See Letter of Agreement #47, for additional information regarding Appendix 15 (Relocation of COPE employees)

1. **Hours of Work and Overtime**

   Eight (8) hours shall constitute a day's work for five (5) days, Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

   If more than the recognized daily hours are worked in any day or shift, such time shall be paid at the rate of time and one-half for the first three (3) hours and double the regular straight time rate for all hours worked thereafter.

   Except as provided in Article 15.2, when the Contractor's schedule requires an employee to work every Saturday, such time shall be paid at the rate of straight time for the first four (4) hours, time and one-half for the next seven (7) hours worked, and double time for all hours worked thereafter.

   When the Contractor's schedule does not require an employee to work every Saturday, any time worked on a Saturday, except as provided in Article 15.2, shall be paid at the rate of time and one-half for the first eleven (11) hours, and double time for all hours worked thereafter.

   On Sundays and Holidays as set out in Article 17, double time shall be paid for all hours worked.

   When an employee is required to work in camp facilities providing a service to camp residents, and such services are generally provided on a 7 day per week basis, then that employee may be assigned a day of rest, other than Sunday. In this case, for purposes of applying the conditions set out above, the assigned day of rest shall be recognized as a Sunday and the subsequent six (6) days as Monday through Saturday.
2. **Shift Conditions**

If conditions are such that work on that particular job cannot be done within the said normal hours (7:00 a.m. to 6:00 p.m.) then eight (8) hours may be worked during any hours and may constitute a regular shift on that job.

A shift premium of 75¢ per hour will be paid for each shift hour worked at the straight time rate. Shift premium will not apply on any overtime hours.

The starting and quitting time of all shift work will be decided by the Contractor. Overtime payment for shift work shall be in accordance with the provisions as set out above.

3. **Wages**

Wage rates shall be as follows:

A) **Non-Trainees** (i.e., employees not covered by (B) below)

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Effective May 1, 2016</th>
<th>Effective May 1, 2017</th>
<th>Effective May 1, 2018</th>
<th>Effective May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey Assistant</td>
<td>$ 22.98</td>
<td>$ 23.51</td>
<td>$ 24.10</td>
<td>$ 24.71</td>
</tr>
<tr>
<td>Junior Instrumentman</td>
<td>$ 28.93</td>
<td>$ 29.60</td>
<td>$ 30.34</td>
<td>$ 31.12</td>
</tr>
<tr>
<td>Instrumentman I</td>
<td>$ 33.28</td>
<td>$ 34.05</td>
<td>$ 34.91</td>
<td>$ 35.80</td>
</tr>
<tr>
<td>Instrumentman II</td>
<td>$ 35.54</td>
<td>$ 36.36</td>
<td>$ 37.27</td>
<td>$ 38.23</td>
</tr>
<tr>
<td>Quantity Technician</td>
<td>$ 34.74</td>
<td>$ 35.54</td>
<td>$ 36.43</td>
<td>$ 37.36</td>
</tr>
<tr>
<td>Junior Draftsman</td>
<td>$ 26.53</td>
<td>$ 27.14</td>
<td>$ 27.82</td>
<td>$ 28.53</td>
</tr>
<tr>
<td>Intermediate Draftsman</td>
<td>$ 30.05</td>
<td>$ 30.75</td>
<td>$ 31.52</td>
<td>$ 32.33</td>
</tr>
<tr>
<td>Draftsman</td>
<td>$ 33.12</td>
<td>$ 33.89</td>
<td>$ 34.74</td>
<td>$ 35.63</td>
</tr>
<tr>
<td>Primacy Care Paramedic</td>
<td>$ 40.66</td>
<td>$ 41.60</td>
<td>$ 42.64</td>
<td>$ 43.73</td>
</tr>
<tr>
<td>First Aid Attendant</td>
<td>$ 28.36</td>
<td>$ 29.02</td>
<td>$ 29.74</td>
<td>$ 30.50</td>
</tr>
<tr>
<td>Emergency Medical Responder</td>
<td>$ 30.79</td>
<td>$ 31.50</td>
<td>$ 32.29</td>
<td>$ 33.11</td>
</tr>
<tr>
<td>Clerk Typist</td>
<td>$ 21.18</td>
<td>$ 21.67</td>
<td>$ 22.21</td>
<td>$ 22.78</td>
</tr>
<tr>
<td>Clerk I</td>
<td>$ 22.54</td>
<td>$ 23.06</td>
<td>$ 23.64</td>
<td>$ 24.25</td>
</tr>
<tr>
<td>Clerk II</td>
<td>$ 24.64</td>
<td>$ 25.21</td>
<td>$ 25.84</td>
<td>$ 26.50</td>
</tr>
<tr>
<td>Project Cost Clerk I</td>
<td>$ 28.44</td>
<td>$ 29.10</td>
<td>$ 29.83</td>
<td>$ 30.59</td>
</tr>
<tr>
<td>Project Cost Clerk II</td>
<td>$ 31.87</td>
<td>$ 32.61</td>
<td>$ 33.43</td>
<td>$ 34.28</td>
</tr>
</tbody>
</table>

The principal duties of the above classifications are as set out at the end of this Appendix.

When an employee is assigned to a higher classification, he shall receive the rate for such position from the time of assignment provided the assignment continues beyond the first shift.
When the Contractor appoints a working Instrumentman foreman, he shall be paid 10% above the Instrumentman II rate.

When the Contractor hires or appoints a Senior Draftsman, a Senior First Aid Attendant or a Senior Project Cost Clerk, that employee shall be paid a minimum of $1.00 above the rate of the person with the highest classification being supervised.

B) Trainees

a) A trainee means any employee who is hired to participate in a contractors formally structured on-the-job training program in any classifications set out in the Appendix, the nature of which are not designated trades (ie designated as being appropriate for apprenticeship or certification or both pursuant to the Apprenticeship and Tradesman's Qualification Act of the Province of Manitoba).

b) Trainees shall be paid a percentage of the rate in effect for the classification for which the employee is being trained in accordance with the following:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 200</td>
<td>60 %</td>
</tr>
<tr>
<td>201 - 400</td>
<td>70 %</td>
</tr>
<tr>
<td>401 - 600</td>
<td>80 %</td>
</tr>
<tr>
<td>601 or more</td>
<td>90 %</td>
</tr>
</tbody>
</table>

If the duration of the training program is less than 200 hours (or 400 hours or 600 hours, as the case maybe), the employee’s rate shall be increased to 100% of the rate in effect for that classification, effective on the first working day following the employee’s successful completion of the training program.

c) Prior to implementing any formal on-the-job training programs for any classifications set out in the Appendix, the Contractor shall provide the Association and the Council with the following information:

i) The classification for which on-the-job training will be instituted and the schedule commencement date of the training;

ii) The duration of the training.

d) The number of trainees shall not exceed twenty percent (20%) of the total number of employees employed by a Contractor and covered by this Appendix except as may otherwise be agreed to by the Association and the Council.
An employee who is hired in a non-training classification may be re-assigned to a formal on-the-job training program under the following conditions:

i) An employee requests, in writing, to participate in the Contractor's formal on-the-job training program and the Contractor approves the request;

ii) The Contractor requests that an employee be re-assigned to a formal on-the-job training program and the employee and the Council are in agreement with the re-assignment.

An employee who is re-assigned in accordance with (e) above shall be deemed to be a trainee and paid in accordance with the provisions of (b) above;

The Contractor shall provide each employee who successfully completes the Contractor's formal on-the-job training program with a letter confirming the type of training received and the corresponding number of hours the employee spent in such training.

4. Vacation and Vacation Pay

Annual vacation will be arranged as provided in the Employment Standards Code for the Province of Manitoba.

Vacation Pay 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.

Vacation pay allowance will be paid to an employee on his regular pay day.

5. Pay in Lieu of Holidays

Whether or not an employee works on any of the Holidays set out in Article 17, he shall receive in lieu of paid Holidays, four and a half percent (4.5%) of his standard hourly rate for each hour worked. The employee shall be paid this amount each regular pay period.

6. Callout

An employee called to work outside his regular shift to perform unscheduled overtime shall be paid for such work at double time, but in no case shall an employee be paid less than two (2) hours at double time.
7. **Rest Period**

   An employee shall have a minimum rest period of eight (8) hours between shifts. When employees are specifically requested to return to work before the expiration of eight (8) hours, all work performed shall be paid for at the applicable overtime rate, until a full eight (8) hour rest period has been observed.

8. **Pension and Health and Welfare Trust Funds**

   Provided:

   a) The Local Union to which employees covered by this Appendix belong establishes a pension plan in which employees covered by this Appendix are eligible to participate;

   b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

   i) Proviso (a), above;

   ii) That Trust Agreements have been executed and registered.

   A pension plan will be introduced into this Appendix on the following basis:

   - at the time of introduction of the health and welfare plan and/or the pension plan, the hourly rates for all classifications in this Appendix shall be reduced by the amount of the contractor's contribution to the said plan or plans, less the sum of twenty cents. At the option of the Council, contributions to the plan or plans shall be made up by employee contributions or a combination of contractor and employee contributions. The Council shall advise the Association of the required contractor and/or employee contributions at the time the plan or plans are established.

   The contractor on behalf of each employee, and each employee covered by this Appendix, shall respectively contribute the amounts set out below to the Canadian Office and Professional Employees (COPE) union, local 342, Health and Welfare Trust Fund. Contributions shall apply to all hours worked (regular and overtime). Employee contributions shall be collected at the source as a payroll deduction.

   The contractor’s contribution shall be:

   Effective May 1, 2016  $0.20 per hour

   The employee’s contribution shall be:

   Effective May 17, 2015  $0.80 per hour
Submission of Trust Funds

The contractor shall forward the above Trust Fund contributions to the designated Administrator of the Plan on or before the fifteenth (15th) day of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

Pension and/or health and welfare contributions shall be subject to adjustments, however all contributions shall continue to be made as outlined above and the effective date of such adjustments shall correspond to an effective date of changes to wages (See Section 9.1). Further, for all adjustments, the hourly rates for all classifications in this Appendix shall be reduced by the full amount of contractor's contribution (not less the sum of twenty cents or any other amount).

9. Escalation and Reference

9.1 Wages Rates

As provided in Section 9.2, the wage rates for all classifications in this Appendix shall be adjusted by a percentage, equivalent to the percentage adjustment in wage rates and in the employers' contribution rate to pension and health and welfare plans negotiated from time to time for the classification of "Journeyman Carpenter" (hereinafter referred to as the Reference Classification) by the United Brotherhood of Carpenters and Joiners of America, Local Union 343, and the Construction Labour Relations Association of Manitoba, as further provided in Section 9.2.

9.2 Method of Calculating Percentage Adjustment of Classifications

The percentage adjustment of the Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in } H&W)}{(\text{Expired } W) + (\text{Expired } P) + (\text{Expired } H&W)} \times 100
\]

Where:

- Change means the increase or decrease in that benefit.
- W means wage rate.
- P and H&W means the required employers’ contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last percentage adjustment was calculated.

9.2.1 In calculating the percentage adjustment of the Reference Classification, the result shall be rounded to the nearest hundredth of a per cent. \

9.2.2 Effective Date of Adjustments

When any change to W or W and P and/or H&W in the agreement being used for reference purposes occur on the same date, the percentage adjustment of all such changes shall be calculated to determine the percentage adjustment by which wage rates in the Appendix are to be adjusted and the effective date of the change(s) in the agreement being used for reference purposes shall be the effective date of the wage rate change in this Appendix.

When changes to P and/or H&W are not effective on the effective date of any changes to W in the agreement being used for reference purposes, such changes shall be deemed to be effective on the date of a change to W next occurring, and the procedures set out above shall be followed, except if there are no subsequent changes to W during the remaining term of the agreement being used for reference purposes, the provisions set out below shall be followed for any changes to P and/or H&W which have not been previously calculated.

Where there are no changes to W but there are changes to P and/or H&W during the term of the agreement being used for reference purposes, the percentage adjustment of such change(s) shall be calculated and the resultant wage rate change in this Appendix shall be effective on the date of the change to P and/or H&W in the agreement being used for reference purposes.

9.2.3 In applying the percentage adjustments, the resultant wage rates shall be rounded to the nearest cent.

9.3 Vacation Pay and Pay in Lieu of Holidays

Vacation pay and pay in lieu of Holidays shall be adjusted to be consistent with corresponding conditions of employment set out in Appendix 4 of this Agreement.
9.4 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

9.5 The provisions of 9.1 to 9.3 inclusive shall be dealt with by following the procedure set out in Article 30 of this Agreement.

**PRINCIPAL DUTIES***

Principal duties of the classifications set out in Section 3 will include the following:

1. **Survey Assistant**

   To act as a Rodman in assisting an Instrumentman. May be required to clear brush, and in addition, will act as a Chainman and may use a prism or other surveying equipment.

2. **Junior Instrumentman**

   Performs levelling work within previously established key bench marks and elementary survey work.

3. **Instrumentman I**

   Performs survey work on construction projects utilizing all survey instruments. Survey work may include, but is not limited to, engineering surveys to determine boundaries, grades and elevations generally within previously established bearing controls. May perform topographical surveys and may be required to plot same from field notes, including electronic information.

4. **Instrumentman II**

   Same as Instrumentman I, and in addition, may direct and coordinate work of survey crews.

5. **Quantity Technician**

   Calculates quantities by referring to electronic information, survey notes, reports, specifications and drawings for purposes of progress payment.

6. **Junior Draftsman**

   Performs elementary (including computer assisted) drafting duties using electronic information, topographical survey notes, and/or detailed sketches. Maintains and issues drawings. Operates printing and plotting machines.
7. **Intermediate Draftsman**

Same as Junior Draftsman, and in addition, prepares and revises final drawings, bills of materials and diagrams from verbal instructions, rough notes and/or sketches. May assist, as necessary, in examining structures or equipment.

8. **Draftsman**

Same as Intermediate Draftsman, and in addition, prepares layout designs by reference to standards, manuals and catalogues.

9. **First Aid Attendant**

Provides first aid treatment to sick or injured employees within the scope of first aid principles. Maintains records of occurrence and treatment and ensures the maintenance of first aid facilities and inventory. Refers cases to other medical facilities.

10. **Emergency Medical Responder**

Holds a valid Manitoba Emergency Medical Responder license. Performs all duties of a First Aid Attendant and in addition holds a valid Class 4 drivers license and has the ability to drive an ambulance. Is able to receive transfer of function from Medical Director for Automatic External Defibrillator, Epi-Pen, Nitro, Ventolin, and Pulse Oximetry.

11. **Primary Care Paramedic**

Performs all duties of an Emergency Medical Responder and holds a valid Technician-Paramedic license. In addition perform basic management of breathing dysfunctions, perform cardiac monitoring and interpret basic cardiac dysrhythmias, perform manual defibrillation, perform appropriate immobilization techniques, maintain peripheral IV locks or infusions, calculate, monitor and adjust flow rates, manage complications of IV catheters and infusions, manage emergency child birth, and provide basic care to patients with cardiac arrest, cardiovascular, respiratory, neurological, environmental, traumatic, and obstetrical, pediatric and neonate emergencies. Is able to administer ASA, Epinephrine, Narcan, Nitropatch, Entonox, Glucagon, Nitroglycerin, and Salbutamol Salbutamol with appropriate transfer of function from the Medical Director. May also be able to perform additional medical acts as specifically delegated by the Medical Director and in accordance with provincial regulations for the Technician-Paramedic licensing level.

11. **Clerk Typist**

Performs general clerical duties including: filing, photocopy, switchboard, fax, receptionist, and various computer related duties including compiling, word processing,
storage, retrieval and sorting of information through the use of a personal computer and/or the Contractor's computer systems.

12. **Clerk I**

May be required to perform any of the duties of a Clerk Typist and in addition performs arithmetic calculations, posts to records, transposes information, and in the case of the camp office, duties such as registrations and collecting and disbursement of room key monies. In addition, take shorthand, types from notes or secretarial office equipment, and prepares memos and letters of a routine nature.

13. **Clerk II**

May be required to perform any of the duties of a Clerk I and in addition, performs functions of the following nature: processing of time cards, invoices, billings and purchase orders, and inventory control.

14. **Project Cost Clerk I**

May be required to perform any of the duties of a Clerk II and in addition, performs basic accounting duties including accounts receivable, accounts payable, payroll and basic cost control.

15. **Project Cost Clerk II**

Same as Project Cost Clerk I, and in addition, performs bank reconciliations, ledger and journal postings, and prepares advanced accounting records, petty cash and other financial reports.

*NOTE: Notwithstanding the Principal Duties set out above, a computer may be utilized by any employee of the Contractor, including persons not covered by this Agreement, to perform any duties associated with their respective positions.*
APPENDIX NO. 16 - Caterers

HOTEL, RESTAURANT EMPLOYEES AND BARTENDERS
INTERNATIONAL UNION

Local Union No. 206

BURNTWOOD/NELSON AGREEMENT

*** Note See Letter of Agreement #60, for further information regarding Pension remittances

1. **Hours of Work and Overtime**

A regular work week shall consist of eight (8) hours per day for five (5) consecutive days and four (4) hours on the sixth (6th) day. Except as provided in Article 15.2, if more than the recognized daily hours are worked on any day or shift on the first six (6) days, such time shall be paid for at the rate of time and one-half. On the seventh day and on Holidays (Article 17) time and one-half shall be paid for all hours worked.

Daily work schedules for all staff will be posted in a place accessible to the employees.

An employee will be assigned a minimum of one (1) day of rest per calendar week.

2. **Shift Conditions**

a) **Split Shift**

An employee required to work a split shift shall be paid at the rate of time and one-half of the standard hourly rate for all hours worked after the expiry of twelve (12) consecutive hours measured from the commencement of the shift.

Time off for meal breaks and coffee breaks shall not be considered a break which would constitute a split shift.

b) **Split Shift Premium**

An employee required to work a split shift shall be paid a premium 25¢ for each hour worked on that shift.

c) **Night Shift Premium**

An employee required to work a night shift shall be paid a premium of 35¢ for each hour worked at the straight time rate provided the majority of the shift is worked between the hours of 6 p.m. and 6 a.m.
3. **Call Out**

When an employee completes his regular shift, leaves the job and is subsequently called out for unscheduled work, he shall be paid a minimum of four (4) hours at the rate of time and one-half.

4. **Rest Time**

When an employee has not been provided with a break of at least eight (8) consecutive hours between shifts, he shall be paid time and one-half for all hours worked until a break of eight (8) hours occurs.

5. **Wages**

Wage rates shall be as follows:

A) **Non-Trainees** - (i.e., employees not covered by (B) below)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective May 1, 2016</th>
<th>Effective May 1, 2017</th>
<th>Effective May 1, 2018</th>
<th>Effective May 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chef</td>
<td>$28.32</td>
<td>$29.01</td>
<td>$29.75</td>
<td>$30.52</td>
</tr>
<tr>
<td>1st Cook</td>
<td>$27.61</td>
<td>$28.29</td>
<td>$29.01</td>
<td>$29.76</td>
</tr>
<tr>
<td>2nd Cook</td>
<td>$24.80</td>
<td>$25.41</td>
<td>$26.06</td>
<td>$26.73</td>
</tr>
<tr>
<td>3rd Cook/Short Order Cook</td>
<td>$23.37</td>
<td>$23.94</td>
<td>$24.55</td>
<td>$25.18</td>
</tr>
<tr>
<td>Baker</td>
<td>$26.22</td>
<td>$26.86</td>
<td>$27.54</td>
<td>$28.26</td>
</tr>
<tr>
<td>Butcher</td>
<td>$26.22</td>
<td>$26.86</td>
<td>$27.54</td>
<td>$28.26</td>
</tr>
<tr>
<td>Tapman</td>
<td>$19.38</td>
<td>$19.85</td>
<td>$20.36</td>
<td>$20.88</td>
</tr>
<tr>
<td>Head Camp Attendant</td>
<td>$19.38</td>
<td>$19.85</td>
<td>$20.36</td>
<td>$20.88</td>
</tr>
<tr>
<td>Head Mess Hall Attendant</td>
<td>$19.38</td>
<td>$19.85</td>
<td>$20.36</td>
<td>$20.88</td>
</tr>
<tr>
<td>Head Dishwasher</td>
<td>$19.38</td>
<td>$19.85</td>
<td>$20.36</td>
<td>$20.88</td>
</tr>
<tr>
<td>Pot and Dishwasher</td>
<td>$18.52</td>
<td>$18.97</td>
<td>$19.46</td>
<td>$19.96</td>
</tr>
<tr>
<td>General Help *</td>
<td>$18.36</td>
<td>$18.81</td>
<td>$19.29</td>
<td>$19.79</td>
</tr>
<tr>
<td>Camp Attendant (Janitor)</td>
<td>$18.15</td>
<td>$18.59</td>
<td>$19.07</td>
<td>$19.56</td>
</tr>
</tbody>
</table>

* Includes Laundry Washer, Porter, Mess Hall Attendant, Waiter/Waitress.

When an employee is assigned to a higher hourly rated classification, he shall be paid the higher rate from the time of assignment provided the assignment
continues beyond the first shift.

B) 

Trainees

a) A trainee means any employee who is hired to participate in a contractor's formally structured on-the-job training program in any classifications set out in the Appendix, the nature of which are not designated trades (i.e., designated as being appropriate for apprenticeship or certification or both pursuant to the Apprenticeship and Tradesman's Qualification Act of the Province of Manitoba);

b) Trainees shall be paid a percentage of the rate in effect for the classification for which the employee is being trained in accordance with the following:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 200</td>
<td>60%</td>
</tr>
<tr>
<td>201 - 400</td>
<td>70%</td>
</tr>
<tr>
<td>401 - 600</td>
<td>80%</td>
</tr>
<tr>
<td>601 or more</td>
<td>90%</td>
</tr>
</tbody>
</table>

If the duration of the training program is less than 200 hours (or 400 hours or 600 hours, as the case maybe), the employee's rate shall be increased to 100% of the rate in effect for that classification, effective on the first working day following the employee's successful completion of the training program;

c) Prior to implementing any formal on-the-job training programs for any classifications set out in the Appendix, the Contractor shall provide the Association and the Council with the following information:

1) The classification for which on-the-job training will be instituted and the schedule commencement date of the training;

2) The duration of the training.

d) The number of trainees shall not exceed twenty percent (20%) of the total number of employees employed by a Contractor and covered by this Appendix except as may otherwise be agreed to by the Association and the Council;

e) An employee who is hired in a non-training classification may be re-assigned to a formal on-the-job training program under the following conditions:

i) An employee requests, in writing, to participate in the Contractor’s formal on-the-job training program and the Contractor approves the request;
ii) The Contractor requests that an employee be re-assigned to a formal on-the-job training program and the employee and the Council are in agreement with the re-assignment.

f) An employee who is re-assigned in accordance with (e) above shall be deemed to be a trainee and paid in accordance with the provisions of (b) above;

g) The Contractor shall provide each employee who successfully completes the Contractor’s formal on-the-job training program with a letter confirming the type of training received and the corresponding number of hours the employee spent in such training.

6. **Vacation and Holiday Pay**

   a) Vacation Pay and Holiday Pay shall be combined in an amount equal to ten percent (10%) of gross wages of which four percent (4%) shall be paid in lieu of the Holidays specified in Article 17;

   b) Gross wages shall be defined as being all straight time hourly wages plus all overtime premium wages and all shift work premium wages;

   c) The Vacation and Holiday Pay Allowance shall be paid to employees on their regular pay day.

7. **Health and Welfare and Pension Plan Trust Funds**

   a) **Health and Welfare**

      The Contractor shall contribute the amount set out below for each hour worked by each employee covered by this Appendix to the Health and Welfare Plan provided for by the Hotel and Restaurant Employees and Bartenders International Union, Local 206:

      Effective October 1, 2013  75¢ per hour worked

   b) **Pension Plan**

      The Contractor shall contribute the amount set out below for each hour worked by each employee covered by this Appendix to the Hotel and Restaurant Employees and Bartenders International Union, Local 206 Pension Plan:

      Effective March 3, 2019  65¢ per hour worked
c) Submission of Trust Funds

The Contractor shall forward the above Trust Fund Contributions to the designated Administrators of each plan on or before the 15th day of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

8. Joint Liaison Committee Fund

The Contractor shall contribute the amount of fifteen (15) cents for each hour worked by each employee covered by this Appendix to the Hotel and Restaurant Employees and Bartenders International Union, Local 206 Joint Liaison Committee.

The Contractor shall forward the above contribution to the Authority designated by the Trustees of the Joint Liaison Committee on or before the 15th day of each month following the month in which the contributions were made. A form shall be supplied by the Union for the Contractor to identify the application of all contributions and such form shall indicate the Authority to which the contributions shall be forwarded.

In the event the Joint Liaison Committee Fund ceases to be a trusteed plan, it shall be deleted from this Appendix effective on the date it ceased to be a trusteed plan. The Council shall notify the Association, in writing, immediately upon the said fund ceasing to be a trusteed plan.

9. Uniforms

The Contractor shall supply, on loan, all uniforms to be worn by an employee. The Contractor will launder and repair same free of charge to the employee. However, when the Contractor cannot reasonably arrange to have uniforms laundered, the Contractor will provide a washing machine and accessories for the use of employees.

10. Medical Examinations

A pre employment medical examination, which will be at the expense of the Contractor, will be required for all employees. This examination will normally be given prior to the employee journeying to the Project by a physician designated by the Contractor.

11. Single Rooms

An employee who is hired as a camp attendant (janitor), will be assigned to a single room, provided space is available.
12. Escalation and Reference

12.1 Wage Rate Provisions

12.1.1 General Approach

Subject to and in accordance with the conditions set out below, and subject to any adjustments arising from the application of Section 12.2, the wage rates set out in this Appendix will be adjusted by a percentage equivalent to the weighted 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 in 12.1.2.

12.1.2 Reference Classifications and Weighting

The Reference Classifications and the weighting of these classifications shall be as follows:

<table>
<thead>
<tr>
<th>Reference Classification</th>
<th>Weighting Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>The General Construction Labourer classification</td>
<td>60%</td>
</tr>
<tr>
<td>as set out in the Agreement negotiated and executed by the Construction Labour Relations</td>
<td></td>
</tr>
<tr>
<td>Association (CLRA) of Manitoba and the Construction and Specialized Workers' Union,</td>
<td></td>
</tr>
<tr>
<td>Local Union 1258</td>
<td></td>
</tr>
<tr>
<td>The Journeyman Carpenter Classification as set out in the Agreement negotiated and</td>
<td>40%</td>
</tr>
<tr>
<td>executed by the CLRA of Manitoba and the United Brotherhood of Carpenters and Joiners</td>
<td></td>
</tr>
<tr>
<td>of America, Local Union 343.</td>
<td></td>
</tr>
</tbody>
</table>

12.1.3 Method of Calculating Weighted Percentage Adjustment of Reference Classifications

The weighted percentage adjustment of each Reference Classification shall be determined in accordance with the following formula:

\[
\frac{(\text{Change in } W) + (\text{Change in } P) + (\text{Change in H&W})}{(\text{Expired W}) + (\text{Expired P}) + (\text{Expired H&W})} \times 100 \times \text{Weighting Factor}
\]
Where:

- Change means the increase or decrease in that benefit.
- W means wage rate.
- P and H&W means the required employers' contribution rate to the pension and/or the health and welfare plan.
- Expired means the rate in effect when the last weighted percentage adjustment was calculated.
- Weighting factor means the factor assigned to a particular Reference Classification as set out in 12.1.1.

12.1.3.1 In calculating the weighted percentage adjustment of a Reference Classification, the arithmetic result shall be rounded to the nearest hundredth of a percent.

12.1.4 Effective Date of Wage Rate Adjustments and Adjustments to Pension and Health and Welfare Plans and Application of the Formula

12.1.4.1 Effective Date of Wage Rate Adjustments

When the wage rate adjustment of a Reference Classification(s) is effective on the first of any month, then the wage rate adjustment of the hourly rates in this Appendix shall be effective on that date.

When the wage rate adjustment of a Reference Classification(s) is not effective on the first of any month, it shall be deemed to be effective on the first of the month following, and the wage rate adjustment of hourly rates in this Appendix shall be effective on that date.

12.1.4.2 Effective Date of Adjustments to the Employers' Contribution Rate to Pension and/or Health and Welfare Plans

When the adjustment to the employers' contribution to the pension and/or health and welfare plans of a Reference Classification(s) is effective on the effective date, or pursuant to 12.1.4.1 the deemed effective date, of any wage rate adjustment of any Reference Classification, then such adjustment shall be calculated and taken into account on that date. If this is not the case, then such adjustment shall be calculated and taken into account on the closest
following effective date of a wage rate adjustment.

12.1.4.3 In applying the weighted percentage adjustment, the resultant wage rate shall be rounded to the nearest cent, following which, any adjustment required by virtue of Section 12.3 shall be introduced to yield the new wage rate schedule that will apply in this Appendix.

12.2 Pension and Health and Welfare

12.2.1 The Contractor's responsibility for contributions to the Pension and Health and Welfare Trust Funds referenced in Section 7 of this Appendix shall be no greater than 65 cents per hour worked, and 35 cents per hour worked, respectively. In the event that the Hotel and Restaurant Employees and Bartenders International Union, Local 206, requires increased contributions to its Health and Welfare Trust Funds, the total amount of said increase will be deducted from the employees' wages or become an employee contribution.

12.2.2 The Contractor's contribution to the Pension and Health and Welfare Plans may be applied on a per hour worked basis; however, the Contractor's contributions rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.

12.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages.

12.4 The provisions of Sections 12.1 and 12.2 shall be dealt with by following the procedure set out in Article 30 of this Agreement.
APPENDIX NO. 17 – Elevator Constructors

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Local Union No. 102

BURNTWOOD/NELSON AGREEMENT

1. Hours of Work and Overtime

Eight (8) hours shall constitute a day's work for five (5) days, Monday to Friday inclusive. Said hours shall normally be within the period from 7:00 a.m. until 6:00 p.m.

If more than the recognized daily hours are worked in any day or shift Monday to Friday inclusive, such time shall be paid at the rate of time and one-half for the first two (2) hours and double time for all hours worked thereafter.

On Saturdays, except as provided in article 15.2, Sundays, and holidays as specified in Article 17, double time shall be paid.

2. Wages

Hourly wage rates shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Effective Dec 7, 2013</th>
<th>Effective Dec 1, 2014</th>
<th>Effective Dec 1, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic In-Charge (Adjutor) - 112.5%</td>
<td>$48.05</td>
<td>$49.73</td>
<td>$51.31</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$42.71</td>
<td>$44.20</td>
<td>$45.61</td>
</tr>
<tr>
<td>Helper 3 – 80%</td>
<td>$34.17</td>
<td>$35.36</td>
<td>$36.49</td>
</tr>
<tr>
<td>Helper 2 – 70%</td>
<td>$29.90</td>
<td>$30.94</td>
<td>$31.93</td>
</tr>
<tr>
<td>Helper 1 – 60%</td>
<td>$25.63</td>
<td>$26.52</td>
<td>$27.37</td>
</tr>
<tr>
<td>Helper – 55%</td>
<td>$23.49</td>
<td>$24.31</td>
<td>$25.09</td>
</tr>
<tr>
<td>Probationary Helper – 50%</td>
<td>$21.36</td>
<td>$22.10</td>
<td>$22.81</td>
</tr>
</tbody>
</table>

When the Contractor appoints a Mechanic as a Foreman, the person so appointed shall be paid the rate set out above for Foreman.
3. Definitions, Qualifications and Ratios

a) General Conditions

i) There shall be no restrictions placed on the character of work which a Helper may perform under the direction of an Elevator Constructor Mechanic;

ii) The total number of Helpers employed shall not exceed the number of Elevator Constructor Mechanics employed on any one (1) job, except on jobs where two (2) teams or more are working. In such cases, one (1) extra Helper may be employed for the first two (2) teams and an extra Helper for each additional three (3) teams.

However, the Contractor may employ additional Helpers, provided they are under the direction of a Mechanic, for handling and hoisting material and on foundation work. When removing old and installing new cables on existing elevator installations, a contractor may use two (2) Helpers to one (1) Mechanic;

iii) A Helper will not qualify or be raised to the capacity of Mechanic until he has worked for a period of four (4) years in the Elevator Industry and has passed an examination administered by the Joint Examining Committee (a committee consisting of three (3) representatives from the employers referred to in the Escalation and Reference Section of this Appendix and three (3) from the Union);

iv) It is understood that probationary employees (as defined below) may be discharged by the Contractor and such discharges shall not be grievable.

b) Probationary Helper

A newly hired employee without previous mechanical experience shall be deemed to be a probationary employee and classified as a Probationary Helper for a period or periods totalling six (6) months within the aggregate period of not more than nine (9) months. Such a person must be physically fit and possess a high school diploma or the equivalent thereof. He must possess an Emergency Level First Aid Certificate and a C.P.R. Certificate.

The Contractor and the Union will test the ability of a probationary employee during this six (6) month period and if they agree that the employee does not display sufficient aptitude to become a Helper, he shall be discharged.

The probationary period may be worked with more than one (1) employer, and the period of six (6) months probation may cover an aggregate period of not more than nine (9) months;
c) **Helper**

Upon completion of 6 months in the industry, to the satisfaction of the Employer and the Union, a Probationary Helper shall be classified as a Helper. He shall receive 55% of the Mechanics Rate. For further advancement in the Industry, he shall successfully complete the recognized courses of training as designated by the Local Area Committee;

d) **Helper One**

Upon completion of 12 months work in the Industry and successful completion of the courses mentioned in c) above, this employee will be classified as Helper One. For further advancement in the Industry, he shall successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive 60% of the Mechanics Rate and remain in this classification for a further 12 months in the Industry;

e) **Helper Two**

Upon completion of 24 months work in the Industry and successful completion of the courses mentioned in d) above, this Employee will be classified as Helper Two. For further advancement in the Industry, he shall successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive 70% of the Mechanics Rate and remain in this classification for a further 12 months in the Industry;

f) **Helper Three**

Upon completion of 36 months work in the Industry and successful completion of the courses mentioned in e) above, this Employee will be classified as Helper Three. For further advancement in the Industry, he shall successfully complete the recognized courses of training as designated by the Local Area Committee. He shall receive 80% of the Mechanics Rate and remain in this classification for a further 12 months in the Industry.

An individual with one (1) year's previous mechanical experience in the Elevator Industry may be hired as a probationary employee and employed either as a Helper or be paid at the hourly wage rate for a Mechanic for a period of six (6) months at which time he shall be given an examination by the Joint Examining Committee to ascertain if he qualifies as a Mechanic.

If the employee does not pass the examination, he may be discharged if such action is recommended by the Examining Committee, or the Contractor may elect to retain him as a Helper. At the discretion of the Examining Committee, he may be given another examination to qualify as a Mechanic at the end of a further one (1) year period.
The Helper Three must avail himself to be tested as a Mechanic within two years of receiving Helper Three status. Failure to write or successfully complete the Mechanics Exam (as administered by C.E.I.E.P) after the second Attempt, an Employee's status will revert to the level of Helper.

4. Vacation and Holiday Pay

The Contractor shall credit each employee with twelve percent (12%) of gross earnings, and this amount shall represent the combined holiday and vacation pay credits. This amount shall be paid to an employee with his regular pay.

For purposes of clarification, the following amounts will be excluded when calculating gross earnings: Contractor contributions to Welfare, Pension and Education Plans.

For accounting purposes, eight percent (8%) shall be deemed to be vacation pay and four percent (4%) shall be deemed to be pay in lieu of Holidays.

The scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee.

When a Holiday falls on a Saturday or Sunday, which is a non-working day, such Holiday shall be observed on the next regular work day. However, this provision shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

5. Welfare Plan

The Contractor, and each Mechanic and Helper in his employ shall respectively contribute the amounts set out below to the Canadian Elevator Industry Welfare Plan. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

<table>
<thead>
<tr>
<th>Contractor's Contribution</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.18 per hour worked</td>
<td>$1.68 per hour worked</td>
</tr>
</tbody>
</table>

6. Pension Plan

The Contractor, and each Mechanic and Helper in his employ shall respectively contribute the amounts set out below to the Canadian Elevator Industry Pension Plan. Contributions shall apply to all hours worked and employee contributions shall be collected at the source as a payroll deduction.

<table>
<thead>
<tr>
<th>Contractor's Contributions</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.25 per hour worked</td>
<td>$3.71 per hour worked</td>
</tr>
</tbody>
</table>
7. **Educational Fund**

The Contractor shall contribute the amount set out below for all hours worked, by all Elevator Constructor Mechanics and Helpers in his employ to the Canadian Elevator Industry Educational Programme:

<table>
<thead>
<tr>
<th>Contractor's Contributions</th>
<th>Employee's Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.31 per hour worked</td>
<td>$0.225 per hour worked</td>
</tr>
</tbody>
</table>

8. **Payment for Lost Clothes and Tools**

The Contractor will provide a secured area for employees to store tools and clothing and likewise the employee recognizes his responsibility to protect company tools. The Contractor will reimburse Mechanics and Helpers for 75% of the value of tools or clothing lost on the job, subject to the following maximum amounts:

- **Overcoat**: $50.00
- **Other Clothing**: $60.00
- **Tools**: $600.00

An affidavit, must be submitted to the Local Union and the Contractor by the employee claiming the loss.

9. **Isolation Travel (Return Transportation Time Periods) - Expenses**

The return transportation time period referred to in Article 19.2.1 for this Appendix shall be:

- After sixty (60) calendar days.

Travel time shall only apply on the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee's straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.
10. **Escalation and Reference**

10.1 **Wage Rate Provisions**

The wage rate for the classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the International Union of Elevator Constructors, on behalf of Local Union 102, the Member Firms of the National Elevator and Escalator Association.

Classifications eligible for adjustment may include general foreman, foreman, leadhand, chargehand, pusher, journeyman, apprentices, helpers and trainees.

10.1.1 Except as otherwise noted, the following provisions will be incorporated or adjusted to be consistent with corresponding provisions negotiated from time to time by the aforementioned Parties:

- a) Definitions and qualificational requirements for applicable classifications;
- b) Ratios indicating the number of apprentices, helpers, or other types of trainees who may be employed.

10.2 **Other Conditions of Employment**

Except as otherwise noted, the following conditions of employment will be incorporated or adjusted to be consistent with corresponding conditions of employment negotiated from time to time by the aforementioned Parties:

- a) Overtime payments (subject to the restrictions set out in Section 10.3);
- b) Shift premium but excluding any shift premium applicable to overtime hours;
- c) Vacation and Vacation Pay - such provisions may include any provisions relative to the timing of payment of vacation pay but shall not include any provisions stipulating when vacation time must be granted, and in lieu of such a provision, the following shall be substituted: “The scheduling of time off for vacation shall be arranged by mutual agreement between the Contractor and the employee”;
- d) Pay in lieu of Holidays and any provisions requiring the transferring and observing of the Holiday on a day, other than the day on which the Holiday falls (subject to the restrictions set out in Section 10.2.1);
e) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 10.2.2);

f) Callout provisions;

g) Rest provisions between shifts;

h) Personal effects insurance provisions;

i) Provisions governing welding and other special trade related tests;

j) Safety clothing;

k) Tool lists and provisions governing loss of such tools on the Project.

l) The following trustee plans, each of which shall be subject to the restrictions set out in Section 10.2.3:

   i) building fund;

   ii) trade improvement plans including educational and apprenticeship funds;

   iii) industrial promotion funds.

m) The time period between Isolation Leaves (subject to the restrictions of Article 19.2.1.3);

n) Travel time associated with the taking of an Isolation Leave, and the hourly rate at which travel time will be paid (subject to the restrictions set out in Section 10.2.4).

10.2.1 A Holiday set out in Article 17 may be observed on a day, other than the day on which it falls, provided the Holiday falls on a Saturday or Sunday which is a non-working day, in which case the Holiday may be observed on the closest following working day. The transferring of a Holiday shall not apply to any employee who is on Christmas Leave, Isolation Leave or any other type of Leave of Absence when the Holiday occurs.

10.2.2 The Contractor's contribution to any pension and health and welfare plan may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for Contractors in respect of straight time hours.
10.2.3 The Contractor's contribution to any of the plans referred to in Section 10.2(l) may be applied on a per hour worked basis; however, the Contractor's contribution rate in respect of overtime hours shall not be greater than the required contribution rate for contractors in respect of straight time hours.

10.2.4 Travel time may only apply to the return portion of an Isolation Leave trip (i.e. from the employee's T.D.P. to the Project Camp Site). The amount of travel time to be paid shall not be greater than the travel time set out in Articles 19.1.2.5.1, 19.1.2.5.2 and 19.1.2.5.3, as may be applicable. The hourly rate at which travel time may be paid shall not be greater than the employee's straight time rate. Payment of travel time shall be in accordance with the provisions of Article 19.1.2.6.

10.3 Notwithstanding anything contained in this Agreement or in this Appendix, the regular hours of work are not subject to adjustment during the life of this Agreement, and such regular hours of work shall be paid at regular rates of wages. Further, overtime payments at a rate greater than time and one-half will not be introduced in this Appendix in respect of the first two (2) hours of overtime, Monday to Friday inclusive.

10.4 The provisions of 10.1 and 10.2 above shall be dealt with by following the procedure set out in Article 30 of this Agreement.
SCHEDULES

SCHEDULE “A” – ALLIED HYDRO COUNCIL MEMBER UNIONS

ALLIED HYDRO COUNCIL MEMBER UNIONS

CONSTRUCTION & SPECIALIZED WORKERS’ UNION OF NORTH AMERICA, and Local Union 1258 of this International Union.

INTERNATIONAL UNION OF OPERATING ENGINEERS, and Local 987 of this International Union.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, and Local Union 979 of this International Union.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, and Local Union 343 (Carpenters) of this International Union, and Local Union 1443 (Millwrights, Machine Erectors, Industrial Mechanics Maintenance) of this International Union.

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, GLASS-WORKERS DIVISION, SIGNWORKERS & CARPET & FLOOR TILE LAYERS DIVISION, and Local Union 739 of this International Union.

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, and Local Union 99 of this International Union.

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, and Local Union No. 1 of this International Union.

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, and Local Union 511 of this International Union.

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS & HELPERS OF AMERICA, and Local Union 555 of this International Union.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS, and Local 728 of this International Union.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, and Local Union 2085 of this International Union.

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, and Local Union 254 of this International Union.

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, Local Union 342.

UNITEHERE, Local Union 206.
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, and Local 102 of this International Union.

SCHEDULE “B” – CHECK-OFF AUTHORIZATION FORM (AHC)

See next page for full form
SCHEDULE “B”

ALLIED HYDRO COUNCIL OF MANITOBA

Check-Off Authorization: for use on the ______________________________ Project

Job Order No. ______ __________________________ 20 ________ (Date)

Employed as ________________________________

I hereby authorize ______________________ (Company Name) to deduct from my wages each pay period (every two weeks) and pay to the Allied Hydro Council of Manitoba the sum $0.25 per hour for each hour worked or the amount as may be adjusted from time to time by the proper authorized officers, in accordance with the Allied Hydro Council of Manitoba Constitution and By-laws, and I am a member of or will join the appropriate Local Union of the Council.

Why is This Amount Deducted?
It is to help in defraying the expense of the Council, to provide communications, administration of the Union Agreement and assistance to the Union Members employed on the Project.

(Name and Local Union number of the Union)

I also authorize the above named Company to deduct from my wages the required Union Dues and amounts that may be set and adjusted from time to time by the proper authorized officers of the Local Union and toward same to the above named Local Union of which I am a member, or will join.

Initiation Fees, Assessments and/or Back Dues in the amount of ____________ (or as adjusted). In equal payments spread over _______pay periods.

and

Monthly dues in the amount of ____________________________ (or as adjusted) in equal payments each pay period.

Employee: Please keep this form, it is your receipt for having signed the Check-Off Form. All new employees who are not members in good standing with their Union must see their Job Steward or Business Representative. All employees working on this project are required to sign a check-off form and become union members as a condition of employment. Failure to be a Union Member subjects the new employee to dismissal. (See your union agreement).

Payroll No. _____________________ Social Security No. _____________________

Name____________________________ (Please Print)

Witness_________________________ Signature___________________________

Address ____________________________

(For Local Union Use)

Protecting your personal information, the Allied Hydro Council recognized and respects every individual’s right to privacy. When personal information is provided to us, we establish a confidential file that is kept in the office of the Allied Hydro Council. We limit access to information in your file to union staff or persons authorized by the Allied Hydro Council or to person to whom you have granted access and to persons authorized by law. I hereby authorize the Allied Hydro Council of Manitoba the use of my Social Insurance Number for the purposes of government reporting, identification and administration purposes.
SCHEDULE “C” – UNION ASSESSMENTS, INITIATION AND DUES STRUCTURE

ALLIED HYDRO COUNCIL OF MANITOBA

This is a revised, up—to—date listing of the Allied Hydro Council of Manitoba Assessments, initiations and dues structure of Local Unions that are part of the Council:

DUES MUST BE SUBMITTED THE SECOND WEEK OF THE FOLLOWING MONTH

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<tr>
<td>Assessments: $0.35 each hour worked</td>
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<tr>
<td>MUST BE PAID BY ALL MEMBERS IN ADDITION TO AFFILIATE UNION DUES</td>
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1. Labourers International Union of North America, Local Union #1258  
   Last Updated: May 1, 2018

   Initiation Fee: $450.00
   Monthly Dues: $ 40.00 (plus Work Dues of 75¢ per hour)

1A. Security Guards, Labourers International Union of North America Local #1258  
   Last Updated: January 1, 2018

   Initiation Fees: $100.00
   Monthly Dues: $40.00 (plus Work Dues of 75¢ per hour)

   Submit To:  541 Waterfront Drive, Winnipeg, MB R3B 0H1

2. International Union of Operating Engineers, Local #987  
   Last Updated: January 1st, 2020

   Initiation Fee: $116.00
   Working Dues: $13.25 plus 2% of gross pay with a Minimum payment of 32.00.

2A. Equipment Operators  
   Last Updated: January 1st, 2020

   Initiation Fee: $116.00
   Working Dues: $13.25 plus 2% of gross pay with a Minimum payment of 32.00.

   Submit To:  244 Cree Crescent, Winnipeg, MB R3J 3W1
3. **General Teamsters, Local Union #979**  
*Last Updated: December 7, 2016*

Initiation Fee: $100.00  
Monthly Dues: $28.00 (plus 24¢ per hour for each hour worked)  
Industry Advancement Fund: $0.10 for each hour worked  
Submit To: B1 - 1680 Dublin Avenue, Winnipeg, MB R3H 1A8

4. **United Brotherhood of Carpenters and Joiners of America, Local Union #343**  
*Last Updated: May 1, 2018*

Initiation Fee: $125.00  
Monthly Dues: (Journeyman) $25.00 (plus 3% per hour each hour worked)  
International Dues: $0.05/hr

Apprentices Initiation Fees:  
1st Year – $40.00  
2nd Year – $60.00  
3rd Year – $80.00  
4th Year – $100.00

Monthly Dues (Apprentices): $25.00 (plus 3% per hour for each hour worked)  
Submit to: 87 Cole Avenue, Winnipeg, MB R2L 1J3

4A. **Millwrights Local Union #1443**  
*Last Updated: May 1, 2018*

Initiation Fee: $300.00  
Re-initiation Fee $350.00  
Monthly Dues: $25.00 & 3% of hours worked (Journeyman & Apprentices)  
Submit To: 95 Cole Avenue, Winnipeg, MB R2J 1J3

5. **International Union of Painters and Allied Trades, Local Union #739, Painters Division**  
*Last Updated: May 1, 2017*

Initiation Fee: $150.00 (Journeyman & Apprentices)  
Monthly Dues: $30.70 Plus 3% of all hours worked
5A. International Union of Painters and Allied Trades, Local Union #739, Glassworkers Division  
*Last Updated: May 1st, 2017*

Initiation Fee: $100.00  
Monthly Dues: $30.70 Plus 3% of all hours worked

5B. International Brotherhood of Painters and Allied Trades, Local Union #739, Floor Covering Division  
*Last Updated: May 1st, 2017*

Initiation Fee: $100.00  
Monthly Dues: $30.70 Plus 3% of all hours worked

Submit To: 168 Higgins Avenue, Winnipeg, MB R3B 0B8

6. International Association of Heat and Frost Insulators & Allied Workers, Local Union #99  
*Last Updated: Mar. 5/14*

Initiation Fee: $400.00  
Monthly Dues: $30.00 Plus 3.75% of total compensation package including employer paid benefits per hour worked.

Submit To: 946 Elgin Avenue, Winnipeg, MB R3E 1B4

7. United Brotherhood of Carpenters & Joiners of America, Local Union #343 (Lathing Trade)  
*Last Updated: January 1, 2013*

Initiation Fee: (Journeyman) $125.00  
Monthly Dues: $26.50 plus 3% per hour worked  
Initiation Fee: (Apprentice) $100.00

Monthly Dues: $20.00

Submit To: 87 Cole Avenue, Winnipeg, MB R2L 1J3
8. **Operative Plasterers and Cement Masons International Association of the United States and Canada, Local Union #222**  
*Last Updated: April 8, 2019*

Initiation Fee Journeyman Plasterer: $390.00

Initiation Fee Journeyman Cement Masons: $1,200.00

Monthly Dues: $5.00 per month

Field Dues: 2.5% of gross earnings

Building Trade Council Dues: 8¢ per hour

International Working Dues: 1% of total wage package

Apprentices initiation fees:

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<td>3\textsuperscript{rd} year</td>
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Submit To: #42 4004-97 street Edmonton Alberta T6E 6N1

9. **International Union of Bricklayers & Allied Craftsmen, 4 Local #1**

Initiation Fee: (Journeyman) $ 450.00

Initiation Fee: (Apprentices) $ 175.00

**Bricklayers, Stone Masons, Cement Block Layers**

Monthly Dues: $25.00 plus $1.00 for each hour worked plus 5¢ promotion fund

**Tilesetters and Terrazzo Workers**

Monthly Dues: $25.00 plus 65¢ for each hour worked

Submit To: 68 - 1313 Border Street, Winnipeg, MB R3H 0X4
10. **Sheetmetal Workers International Association, Local Union #511**  
*Last Updated: May 1, 2016*

Sheet Metal Workers Initiation Fee:  
Journeyman $100.00

New Journeyman (90%) $90.00  
Fourth Year (75%) $75.00  
Third Year (60%) $60.00  
Second Year (50%) $50.00  
First Year (45%) $45.00  
Pre-Apprentice (35%) $ 35.00  
Classified Worker (40%) $ 40.00

Union Due: July 1, 2016 4x hrly rate per month plus 17¢ per hour worked

10A. **Roofers**  
*Last Updated: May 1, 2016*

Initiation Fees: All Classifications $50.00  
Union Dues: July 1, 2016 4x hrly rate per month plus 17¢ per hour worked

10B. **Sheeters, Deckers and Cladders**  
*Last Updated: May 1, 2016*

Initiation Fees:  
Journeyman A $100.00  
Journeyman B (96%) $96.00  
SDC Skilled Tradesperson 2 (85%) $85.00  
SDC Skilled Tradesperson 1 (80%) $80.00  
SDC General Construction Labourer 2 (75%) $75.00  
SDC General Construction Labourer 1 (67%) $67.00  
SDC General Construction Labourer Trainee 2 (55%) $55.00  
SDC General Construction Labourer Trainee 1 (45%) $45.00

Union Dues: July 1, 2016 $30.00 per month plus 17¢/hr

Submit To: 438 Higgins Avenue, Winnipeg, MB R3A 1S5

11. **International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers, Local Union #555**  
*Last Updated: February 20, 2019*

Initiation Fee: $500.00  
Monthly Dues: $55.40 and 4.25% of gross taxable earnings  
Industrial Promotion Fund: Helmets to Hardhats (H2H) $.01 for every hour worked

Submit To: 110 Haarsma Road, East St. Paul, MB R3E 0M8
12. **International Association of Bridge, Structural and Ornamental Ironworkers, Local Union #728 Structural Ironworkers, Riggers & Welders**  
*Last Updated: May 1st, 2018*

Initiation Fees:  
- J/M: $500.00  
- Apprentice: $100.00

Monthly Union Dues:  
- J/M: $37.00 plus 2.8% of total J/M wage package (equaling $1.51) per hour worked.  
- Apprentice: $36.00 plus 2.8% of total J/M wage package (equaling $1.51) per hour worked.  
- Travel Card Workers: $5.00 per week, plus 2.8% of total J/M wage package (equaling $1.51) per hour worked.

**12A. Rodmen, Rebar Placers**

Initiation Fees:  
- J/M: $500.00  
- Apprentice: $100.00

Monthly Union Dues:  
- J/M: $37.00 plus 2.8% of total J/M wage package (equaling $1.36) per hour worked.  
- Apprentice: $36.00 plus 2.8% of total J/M wage package (equaling $1.36) per hour worked.  
- Travel Card Workers: $5.00 per week, plus 2.8% of total J/M wage package (equaling $1.36) per hour worked.

Submit To: 895 A Century Street, Winnipeg, MB R3H 0M3

13. **International Brotherhood of Electrical Workers, Local Union #2085**  
*Last Updated: January 1, 2020*

Initiation Fee:  
- Journeyman Wireman: $82.00  
- Apprentices: $82.00 (Plus an additional $50 Apprentice Manitoba required fee)  
- All Other Classifications: $22.00

Monthly Union Dues: All Classifications $56.70 Plus 3% of gross Pay (Gross Pay is defined as base rate plus 4.5% S.H.P & 6% V.P.)

Submit To:  
556 Notre Dame Avenue, Winnipeg, MB R3G 1S4

14. **United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #254**  
*Last Updated: January 1, 2018*

Initiation Fee: (Journeyman & Apprentices) $250.00

Monthly Union Dues: $45.00 (plus 2.5% of Gross wages)

Monthly Dues:  
- 1st year, 2nd year, 3rd year, 4th year, 5th year all the same: Year Monthly Dues $43.00 (plus 2.5% of Gross Pay)
14A. Refrigeration Workers  
_Last Updated: January 1, 2018_

Initiation Fee: (Journeyman & Apprentices) $250.00  
Monthly Dues: $45.00 plus 2.5% of Gross Pay

Submit To: 34 Higgins Avenue, Winnipeg, MB R3B 0A5

15. Canadian Office and Professional Employees Union, Local#342

Initiation Fee: $50.00  
Monthly Union Dues: 2% of gross monthly Earnings

Submit To: 403D – 275 Broadway, Winnipeg, MB R3C 4M6

16. Workers United, Local Union #206  
_Last Updated: January 20th 2017_

Initiation Fee: $275.00  
Monthly Dues: 2% of gross weekly wages starting January 2016, plus $9.00 per month, and 10¢ per hour working dues for all hours worked, with minimum dues of $35.00 per month  
Defence Fund: $5.00 (one time deduction)

Submit To: 4 – 1000 Notre Dame Avenue, Winnipeg, MB R3E 0N3

17. International Union of Elevator Constructors, Local Union#102  
_Last Updated: February 10th, 2017_

Initiation Fee: $1000.00  
Union Dues: 1 hour at Mechanic’s wage rate per week.

Submit To:  
1794 St. Matthew’s Avenue, Winnipeg, MB R3H 0A5
SCHEDULE “D” – EMPLOYMENT PREFERENCE AREA

Churchill / Burntwood / Nelson River Water Power Reserves - Preference Zone 1 [Article 12.1.1.3 (a)]

Northern Communities in or adjacent to water power reserve areas - Preference Zone 1 [Article 12.1.1.3 (a)]

Southern Boundary of Preference Zone 2 (Northern Affairs Boundary) [Articles 12.1.1.3(b),(c),(d) + 13.2]
# SCHEDULE “E” – LETTERS OF AGREEMENT

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Letter of Agreement No. 17 — Wuskwatim Project — O.N.E. Wage Enhancements
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Letter of Agreement No. 18 — Wuskwatim Project — O.N.E. Wage Enhancements
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Letter of Agreement No. 19 — Wuskwatim Project — O.N.E. Wage Enhancements
Ironworkers (Appendix 12)
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Rodmen (Appendix 12a)
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Letter of Agreement No. 21 — Wuskwatim Project — O.N.E. Wage Enhancements
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Letter of Agreement No. 22 — Wuskwatim Project — O.N.E. Wage Enhancements
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Letter of Agreement No. 23 — Special Measures for the Keeyask Generating Station
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Letter of Agreement No. 24 — Wuskwatim Project — Application of Letters
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Burntwood Nelson Agreement – Schedules

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Letter of Agreement No 58  Project Labour Management Services Agreement (new)
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 1- Special Employment Measures for Specific Projects

Subject: Implementation of Special Employment Measures for Specific Projects

Whereas:

a) During 2000 and 2001, Manitoba Hydro signed Agreements in Principle (AIPs) with certain First Nations living in the vicinity of the proposed Wuskwatim Generating Station on the Burntwood River and the proposed Gull (Keeyask) Generating Station on the Nelson River and, based on the principles in each AIP, is proceeding to develop Project Development Agreements (PDAs).

b) Each PDA will address, amongst other things, matters related to construction and ownership of the relevant generating station and will identify any special measures to be implemented during construction to facilitate the employment, training and retention of First Nations members and other Northern Aboriginals.

c) PDAs may also be utilized in respect of the development of other new generating stations on the Nelson and Burntwood Rivers, including Notigi. At this time, the sequence and timing of such projects has not been finalized.

d) The signing of any PDA may occur subsequent to the signing and/or effective date of a renewed BNA.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. The Association will notify the Council, in writing, of the particulars respecting any employment related matters referenced in a PDA which:
   a) Address referral, recruitment or placement procedures, retention, and/or on-the-job training provisions, and;
   b) Are adjudged by the Association to be in conflict with existing BNA provisions and accordingly, would require an amendment to the BNA in order to be implemented.

2. Within 20 calendar days of the date of notification as provided above, the Association and the Council will arrange to meet and draft a mutually acceptable, project-specific Letter of Agreement, and the Parties further endeavor to finalize and sign the Letter of Agreement within a further period of 30 calendar days measured from the date of the initial meeting.

3. The Association and the Council will participate, if requested, in any meetings or committees established by Manitoba Hydro to discuss, renew, or assess any of the special measures intended for Northern Aboriginals. In the event meetings are held outside of Winnipeg, the Association shall be responsible for reasonable travel and accommodation expenses incurred by Council representatives.
4. The Association shall defend and indemnify the Council from and against any costs arising from a suit or proceeding that is attributable to special employment measures for Northern Aboriginals as set out in the Collective Agreement or a Letter of Agreement thereto. However, the Association shall have the right to assume full control of any action initiated against either the Association or the Council, or both, including the appointment of legal counsel.

5. The Parties recognize that Article 1.2 enables the Parties to amend any provision in the BNA at any time.

Agreed to this 7th day of October 2005

Allied Hydro Council of Manitoba
G. Bentley
D. Martin

Hydro Projects Management Association
T. Moffat
D. E. Rogalsky
Letter of Agreement No. 2 - Transfer of Day Off From Sunday to Saturday

Subject: Transfer of Day Off From Sunday to Saturday.

Whereas the Association and the Council are desirous of amending the Agreement to enable those employees working the second and/or night shift to have a more appropriate night off with a view to enhancing social, recreational and other aspects of camp life.

Now therefore, the Association and the Council hereby agree as follows:

1. Subject to (3) below, the Contractor may advance the commencement of the work week for such employees from Monday to Sunday and pay for work performed on Sunday as if it had been performed on Monday and so on, with the result that Saturday would become the normal day of rest. If such an arrangement is initiated and an employee is requested to work on Saturday, such work shall be paid for as if the work was performed on Sunday, except as noted in (2) below.

2. During the calendar work week in which the arrangements set out in (1) above are introduced or discontinued, work on Saturday of that work week shall be paid for as set out in the Appendices of the B.N.A. and work on Sunday of that work week shall be treated as set out in (1) above.

3. Implementation of the foregoing modifications to the work week shall be contingent on:
   a) The Contractor agreeing to such modifications, and;
   b) The Council advising the Contractor that the majority of employees employed by that Contractor are in agreement with such modifications.

4. If the modification to the work week is to be implemented, it shall apply to all applicable shift employees of that Contractor. Further, but subject to (3) above, if a prime Contractor has engaged any Subcontractors, the prime Contractor will encourage such Subcontractors to adopt its work week arrangements.

5. If the modifications to the work week are found to be appropriate, the Association and the Council will promote and encourage its continuance from year to year.

6. If the modifications to the work week are found to be inappropriate, the Council, on behalf of the employees of a Contractor or the Association, on behalf of a Contractor Member, shall advise the other in writing in which case the work week shall be adjusted to be consistent with provisions in the Applicable Appendix of the B.N.A. and this adjustment shall be effected within fifteen (15) working days measured from the date the notification is received.
Agreed to this 7th day of October 2005

Allied Hydro Council of Manitoba

G. Bentley
D. Martin

Hydro Projects Management Association
T. Moffat
D. E. Rogalsky
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 3 - Security Guards Union Affiliation

Subject: Security Guards - Union Affiliation and Related Matters

Whereas the Association and the Council have agreed that security guards employed on the Project and covered by the Burntwood/Nelson Collective Agreement shall be affiliated with a member Union of the Council.

And Whereas, the Association and the Council have agreed that security guards shall be members of the Labourers' International Union of North America and Local 1258 of this International Union (hereinafter called the 'Union') and will be covered by Appendix 1a of the Collective Agreement.

And Whereas, the Association, the Council and the Union are desirous of prohibiting any impact on the duties of security guards in their employment by virtue of provisions of Constitutions, By Laws, rules or agreements of the Union;

Now Therefore in consideration of the foregoing and the covenants hereinafter set forth, the Association, the Council and the Union hereby agree as follows:

1. The Executive Board of Local Union 1258 and the General Executive Board of the International Union shall not process a charge laid by a union member or officer under the Constitution, By Laws, rules or agreements of the union in respect of the performance of the assigned employment duties of the security guards.

2. Union business and the servicing of Union members shall be conducted separately in respect of employees covered by Appendix No. 1 and Appendix No. 1a.

3. Notwithstanding any provision in the Collective Agreement to the contrary, the Union and the Council shall not require a Contractor to terminate the employment of any security guard by reason of loss of membership in the Union unless such loss of membership is by the employee's own request.

Agreed to this 7th day of October 2005

Allied Hydro Council of Manitoba
G. Bentley
D. Martin

Hydro Projects Management Association
T. Moffat
D. E. Rogalsky
Burntwood Nelson Agreement – Schedules

With the concurrence of:

Labourers’ International Union of North America and Local Union 1158 of this International Union

__________________________
International Representative

__________________________
President or Business Manager
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 5 - Adjustment of Isolation Leave Frequency

Subject: Provisions for the Review and Adjustment of Isolation Leave Frequency Set out in Article 19.2.1.1 and 19.2.1.3

1. During the months of January, 2011, January, 2014, and January, 2017, Isolation Leave (Return Transportation Time Periods) provisions in agreements being used for reference purposes for Appendices 2, 4, 4a, 10, 11, 12, 13, 14, and 14a will be reviewed by the Joint Appendix Review Committee. If the frequency of Isolation Leave in not less than two thirds (2/3) of the said agreements being used for reference purposes is 30 calendar days or less on either a first or second tour of duty, then the following sub-articles of Article 19 shall be amended to read as follows:

19.2.1.1 Frequency When Isolation Leave Frequency Is Not Stipulated In An Appendix

An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an Isolation Leave after forty (40) calendar days from the commencement of his first tour of duty, and after thirty-five (35) calendar days from the commencement of each consecutive tour of duty thereafter. An employee who resigned or was laid-off or discharged and then is re-hired shall be considered to be serving his first tour of duty.

19.2.1.3 Limitation Relative to Frequency of Isolation Leaves

Notwithstanding any other provisions set out in this Agreement, the time period between Isolation Leaves may be greater than but shall not be less than thirty-five (35) calendar days from the commencement of an employee’s first tour of duty, and thirty (30) calendar days from the commencement of each consecutive tour of duty thereafter. An employee who resigned or was laid-off or discharged and then is re-hired shall be considered to be serving his first tour of duty.

2. Any amendments arising from the application of paragraph 1 above shall be effective on March 1, 2011, March 1, 2014, or March 1, 2017, as the case may be, and will apply to tours of duty which commence on or after the said date.

3. Should the Joint Appendix Review Committee be unable to agree on any matter set out in paragraph 1 above, the procedure set out in Article 31 shall be followed.
Agreed to this 7th day of October 2005

Allied Hydro Council of Manitoba

G. Bentley

D. Martin

Hydro Projects Management Association

T. Moffat

D. E. Rogalsky
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 6 - Radiography Work

Subject: Radiography Work

Whereas the Council and the Association are desirous of amending the Agreement to establish wage rates and other conditions of employment for employees of Contractors performing radiography work which is not otherwise excluded from this Agreement by virtue of Article 2.2(i);

Now therefore the Parties hereby agree as follows:

1. Prior to the arrival of the said employees on the Project, the Joint Appendix Review Committee shall meet and establish wage rates and other conditions of employment.

2. In the event the Joint Appendix Review Committee are unable to agree on wage rates and other conditions of employment, the procedure set out in Article 3l shall be followed.

Agreed to this 7th day of October 2005

Allied Hydro Council of Manitoba

G. Bentley

D. Martin

Hydro Projects Management Association

T. Moffat

D. E. Rogalsky
Subject: Scaffolding Specialist Contractors

Whereas the Council has advised the Association that in the event that a sub-contract is awarded to a scaffolding specialist contractor for erecting scaffolding, an additional classification may be required in Appendix 4 (Carpenters).

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. If a sub-contract is awarded to a scaffolding specialist contractor, at the request of either party, the Joint Appendix Review Committee shall meet under the provisions of Article 28 to determine if an additional classification is required. In addition, if it is agreed that a new classification should be established, the Joint Appendix Review Committee shall also consider the introduction of height premium provisions for this classification, if such provisions are unique to this classification.

2. The following amendments will be made to Appendix 4, section 12.1

12.1 Wage Rate Provisions

The wage rate for the Carpenter classifications set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Brotherhood of Carpenters and Joiners of America, Local Union 343 and the Construction Labour Relations Association of Manitoba.

The wage rate for the Industrial Scaffolder classification set out in this Appendix will be adjusted by an amount equal to and effective on the dates of any adjustments in wage rates for corresponding classifications which may be negotiated from time to time by the United Brotherhood of Carpenters and Joiners of America, Local Union 343 and the Signatory Scaffold Contractors in Manitoba.

Initially agreed to this 7th day of October 2005, and the revision on this 4th day of April 2019.

Allied Hydro Council of Manitoba

______________________________

Hydro Projects Management Association

______________________________
BURNTWOOD / NELSON AGREEMENT

Letter of Agreement No. 9 - Schedule A - add Cement Masons

Subject: Schedule A - Operative Plasterers & Cement Masons International Association, Local Union 222

Whereas the Council has advised the Association that the Operative Plasterers & Cement Masons International Association, Local Union 222, should be added to Schedule A of this Agreement;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. Schedule A of this Agreement is hereby amended to add and include the Operative Plasterers & Cement Masons International Association, Local Union 222.

Agreed to this 5th day of September 2006

Allied Hydro Council of Manitoba
Jason Rowe
David Martin

Hydro Projects Management Association
Don E. Rogalsky
Tom Moffat
BURNTWOOD / NELSON AGREEMENT

Letter of Agreement No. 10 - Teamsters - Introduction of Pension Plan

Subject: Appendix No. 3 - Teamsters - Introduction of Pension Plan

Whereas the Council has advised the Association that Local Union 979 has established a pension plan in which the employees covered by Appendix No. 3 are eligible to participate;

And whereas written verification has been forwarded to the Association and the Council confirming that Trust Agreements have been executed and registered;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. Appendix No. 3 of this Agreement is hereby amended to delete the following from Section 7 (B):

   “Provided:

   (a) Local Union 979 establishes a pension plan in which employees covered this Appendix are eligible to participate.

   (b) written verification is forwarded to the Association and the Council by the Board of Trustees of the plan confirming:

      i) proviso (a), above

      ii) that Trust Agreements have been executed and registered, a pension plan will be introduced into this Appendix on the basis that the Contractor’s contribution rate to such a plan may be less than but shall not exceed two dollars and thirty-five cents ($2.35) per hour worked. At the time of introduction of the pension plan, the hourly rates for all classifications in this Appendix shall be reduced by the amount the Contractor’s contribution to the said plan exceeds the sum of two dollars and thirty-five cents ($2.35).

Subject to the foregoing, at the option of the Council, contributions to the plan shall be made up by employee contributions or a combination of Contractor and employee contributions. The Council shall advise the Association of the required Contractor and/or employee contributions at the time the plan is established.
Pension plan contributions shall be subject to adjustments, however all contributions shall continue to be made as outlined above and the effective date of such adjustments shall correspond to an effective date of changes to wages (See Section 9.3). Further, for all adjustments, the hourly rates for all classifications in this Appendix shall be reduced by the full amount of Contractor’s contribution [not less the sum of two dollars and thirty-five cents ($2.35) or any other amount].”

2. Appendix No. 3 of this Agreement is hereby further amended to add the following to Section 7 (B):

“The Contractor on behalf of each employee, and each employee covered by this Appendix shall respectively contribute the amounts set out below to the Teamsters, Local 362 Pension Plan. Contributions shall apply to all hours worked. Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

- Effective March 1, 2007, $2.35 per hour.

The employee's contribution shall be: nil.

Submission of Trust Funds

The Contractor shall forward the above Trust Fund contributions to the designated Administrator of the Plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.”

3. Appendix No. 3 of this Agreement is hereby further amended by deleting the word “a” between the words “and” and “pension” and deleting the words “[see Section 7 (B)]” in Section 9.3.1 such that Section 9.3.1 will now read:

“Subject to the conditions set out below, Health and Welfare and Pension contributions shall be adjusted to be consistent with contributions required in respect of Members of Local 979 covered by this Appendix and participating in the Teamsters Local 362 Health and Welfare Plan and Pension Plan.”
Burntwood Nelson Agreement – Schedules

Agreed to this 30th day of May, 2007.

Allied Hydro Council of Manitoba

“David Martin”

“Jason Rowe”

Hydro Projects Management Association

“Angie Adams”

“Don E. Rogalsky”
Subject: Louis Riel Day

Whereas Article 17, Statutory and General Holidays, provides that any day proclaimed by the Provincial Government shall be observed as a Holiday;

And whereas Louis Riel Day (the third Monday in February) has been proclaimed by the Provincial Government as a Holiday;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

3. Article 17.1 is hereby amended to add Louis Riel Day (the third Monday in February) as a Holiday that shall be observed each year, commencing in 2008.

Agreed to this 8th day of January, 2008.

Allied Hydro Council of Manitoba                             Hydro Projects Management Association

“David Martin”                                                “Don E. Rogalsky”

“Jason Rowe”                                                  “Angie Adams”
Burntwood Nelson Agreement – Schedules

BURNTWOOD / NELSON AGREEMENT

Letter of Agreement No. 23 – Keeyask specifics

BETWEEN:

HYDRO PROJECTS MANAGEMENT ASSOCIATION
(hereinafter referred to as the “Association”)

OF THE FIRST PART

- and -

ALLIED HYDRO COUNCIL OF MANITOBA
(hereinafter referred to as the “Council”)

OF THE SECOND PART.

Letter of Agreement No. 23

Subject: Special Measures for the Keeyask generating station project (the “Project”)

WHEREAS on October 7, 2005 the Association and the Council entered into a renewed and revised Collective Bargaining Agreement commonly known as the Burntwood/Nelson Agreement (hereinafter referred to as the “BNA”).

AND WHEREAS the Association and the Council recognize that the Project will be owned by a unique partnership (hereinafter called the “Limited Partnership”), consisting of a wholly owned subsidiary of Manitoba Hydro, as general partner, and Manitoba Hydro, and an investment entity owned by Tataskweyak Cree Nation and War Lake First Nation, and investment entities owned by either or both of York Factory First Nation and Fox Lake Cree Nation, as limited partners;

AND WHEREAS in entering into the BNA, the Association and the Council recognized in Letter of Agreement No. 1 that specific projects undertaken under the BNA, and in particular, the Gull (Keeyask) Project, will require, in a project development agreement, special measures to be implemented during construction to facilitate the employment, training, and retention of First Nations members and other Northern Aboriginals which measures might be in conflict with existing BNA provisions relating to referral, recruitment or placement procedures, and/or on-the-job training provisions, and would require an amendment to the BNA in order to be implemented.

AND WHEREAS the Association and Council recognize that the Project will be built in the Split Lake Resource Management Area, in the vicinity of the Tataskweyak Cree Nation, War Lake First Nation, York Factory First Nation and Fox Lake Cree Nation (hereinafter referred to as the “KCN”);
AND WHEREAS the Association and the Council recognize that 25% of the new entrants to the Manitoba labour force are estimated and expected to be Aboriginal people;

AND WHEREAS the Council and the Association recognize that recruitment, referral, placement, training and retention of Aboriginal employees on the Project as members of the Trade Unions comprising the Council is in their mutual and best interest;

AND WHEREAS the Association and the Council recognize that a successful Aboriginal employment strategy requires Aboriginal input and strategic alliances with Aboriginal organizations in its design and implementation and such an employment strategy must recognize and address important Aboriginal cultural issues at all stages in the recruitment, referral, placement, training and retention process;

AND WHEREAS the Council and the Association recognize that a necessary first step towards achieving positive employment outcomes lies in developing qualified Aboriginal employees in an appropriate learning environment and by providing active on-the-job experience as employee and management representatives on a major project;

AND WHEREAS the success of a recruitment, referral, placement, training and retention strategy for Aboriginal employees requires a reliable and accurate selection process that identifies and hires qualified candidates for appropriate positions;

AND WHEREAS the Association and the Council agree that a successful retention strategy for Aboriginal employees requires an inclusive workplace for Aboriginal employees;

NOW THEREFORE to this end, the Association and the Council hereby agree to amend the BNA, in relation to the Gull (Keeyask) Project only, as follows:

1. The Association membership will include the Limited Partnership for the purposes of Article 3.4 of the BNA.

2. The KCN shall appoint two representatives from their communities (one from Tataskweyak Cree Nation or War Lake First Nation, and one from York Factory First Nation or Fox Lake Cree Nation) to the Project site (hereinafter referred to as the “Keeyask Site Representatives”) as advisors to the resident Site Manager/Engineer. The Keeyask Representatives shall report to the resident Site Manager/Engineer while on the site, but otherwise shall report to the KCN. The Keeyask Representatives shall be entitled to receive reasonable notice of and to attend pre-job meetings and meetings of any Committee constituted under the BNA for the purposes of the Project in an advisory, non-voting capacity.

3. The Council agrees to appoint a representative to the Advisory Group on Employment (hereinafter called the “AGE”) to attend its meetings and to participate in the AGE in accordance with its terms of reference.
4. The Association shall fund the hiring by the Council of an Aboriginal union representative whose function will be to work under the direction of the Council’s site representative and within the scope and intent of the AHC mandate for the purposes of, among other things, facilitating union interactions with Aboriginal employees, assisting Aboriginal employees in matters related to discipline directly affecting Aboriginal employees, including assisting with the initiation and advocacy of grievances on behalf of an aggrieved Aboriginal employee, liaising with the major contractors’ human relations representatives, liaising with the Keeyask Representative, participating in the AGE and liaising with the Project’s third-party retention support provider. One representative of CNP and one representative of both Fox Lake and York Factory will be entitled to participate in the selection process for the hiring of the individual, although the final decision for such hiring will rest with the AHC.

5. The parties agree that no person covered by the BNA shall be subject to discrimination or harassment on the basis of any characteristic referred to in subsection 9(2) of the Human Rights Code of the Province of Manitoba.

The following procedure shall apply regarding claims of discrimination or harassment:

(a) The complainant shall contact the site representative of the Council or the Council’s Aboriginal representative with the particulars of the complaint. The appropriate Council representative shall forthwith speak to the appropriate representative of the contractor to resolve the complaint;

(b) If the complaint is not resolved to the satisfaction of the complainant, the site representative of the Council shall forthwith contact the site representative of the Association, in writing, outlining the particulars of the complaint. The two site representatives shall then jointly investigate the complaint, utilizing the assistance of anyone they deem appropriate. Once the investigation is complete, each site representative shall issue a report containing their respective findings and recommendations for actions by the contractor. If the findings and recommendations are the same, they may issue the report jointly;

(c) Discrimination and harassment complaints shall be governed solely by the above procedures and shall not be subject to Grievance/Arbitration. If the above procedures do not resolve the complaint to the satisfaction of the complainant, his/her recourse shall be to the Human Rights Commission under the Human Rights Code.

6. An employee may request June 21st off, without pay, in order to celebrate Aboriginal Solidarity Day. The employee shall make the request, in the manner prescribed by the contractor, at least five calendar days prior to June 21st. The request shall be granted unless, in the opinion of the contractor, the job is required to maintain essential services or complete critical activities. Where the request is granted, the employee will not forfeit any time toward his next isolation leave.
7. The parties acknowledge that the Limited Partnership intends to contract with a third-party service provider to provide retention support services to Aboriginal employees on the Project, both on the job site and in the camp site. These services must be provided without interfering with the progress of work on the Project and in compliance with camp site and safety rules.

8. The parties wish to maximize the number of Aboriginal apprentices and trainees and provide them with an opportunity to complete their apprenticeship or training program. The Association and the Council agree that where practical, contractors and their subcontractors shall combine journeypersons/non-trainees on related subcontracts, so that sufficient journeypersons/non-trainees will be available to permit the maximum number of apprentices/trainees pursuant to the applicable journeypersons/non-trainees to crew ratio stipulated in each Appendix to the BNA, for both designated trades and non-designated trades and services.

9. The Council shall encourage its member unions to approach and recruit Aboriginal apprentices, trainees, and journeypersons to be referred for employment on the Project by the member unions where applicable.

10. The parties agree to discuss and review the journeypersons to apprentice/trainee ratios set out in the Appendices to the BNA. Where agreed, in consultation with the KCN, the Association, the Council, the affected Union and the affected contractor will make joint representations to the Province of Manitoba to adjust apprentice ratios in order to maximize the development of Aboriginal employees in the designated trades.

11. Union site representatives will be required to take appropriate cross-cultural sensitivity and awareness training.

12. Notwithstanding the provisions of Article 13.2 to 13.7 inclusive, all candidates who are members of a KCN, are residents of Manitoba, and are registered with the Province of Manitoba (as the job placement and referral agency for the Project) shall be deemed to be Northern Aboriginals residing within the Churchill/Burntwood/Nelson River Area as described in Article 12.1.1.3(a).

13. In the event of a conflict between this Letter of Agreement and the terms of the Burntwood Nelson Collective Agreement, the terms of this Letter of Agreement shall prevail.
Dated at the City of Winnipeg, in the Province of Manitoba, this 24th day of July, 2009.

HYDRO PROJECTS MANAGEMENT
ASSOCIATION

Per: "Don E. Rogalsky

Per: "Craig Michaluk"

ALLIED HYDRO COUNCIL OF MANITOBA

Per: "Jim Murphy"

Per: "David Martin"
BURNTWOOD / NELSON AGREEMENT

Letter of Agreement No. 25 - Introduction of Sprinkler System Installers

Subject: Introduction of Appendix 14b) - Sprinkler System Installers

Whereas the Association and the Council have discussed establishing the classification of Sprinkler System Installer, which is a compulsory certification trade in the Province of Manitoba;

And whereas they have concluded that establishing such a classification is warranted and necessary;

And whereas they have agreed on wage rates and other conditions of employment for Sprinkler Systems Installers,

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. Appendix 14b), Sprinkler System Installers, Attachment 1 to this Letter of Agreement No. 25, shall be established and added to the Agreement.

Agreed to this __7th____day of __October__, 2009.

Allied Hydro Council of Manitoba                             Hydro Projects Management Association

“Jim Murphy”____________________          “Don E. Rogalsky”____________________

“David Martin”____________________       “Angie Adams”____________________
Subject: Adjustment of Isolation Leave Frequency Set out in Article 19.2.1.1 and 19.2.1.3.

Whereas Letter of Agreement No. 5 provided for the review of Isolation Leave (Return Transportation Time Periods) in agreements being used for reference purposes for Appendices 2, 4, 4a), 10, 11, 12, 13, 14, and 14a) during the month of January, 2011;

And Whereas the frequency of Isolation Leave in not less than two thirds (2/3) of the said agreements being used for reference purposes was determined to be 30 calendar days or less on either a first or second tour of duty;

Now therefore, in accordance with the provisions of the said Letter of Agreement No. 5, the Association and the Council hereby amend the following sub-articles of Article 19, effective as of March 1, 2011, to the following:

1. 19.2.1.1 Frequency When Isolation Leave Frequency Is Not Stipulated In Appendix

   An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an Isolation Leave after forty (40) calendar days from the commencement of his first tour of duty, and after thirty-five (35) calendar days from the commencement of each consecutive tour of duty thereafter. An employee who resigned or was laid-off or discharged and then is re-hired shall be considered to be serving his first tour of duty.

19.2.1.3 Limitation Relative to Frequency of Isolation Leaves

   Notwithstanding any other provisions set out in this Agreement, the time period between Isolation Leaves may be greater than but shall not be less than thirty-five (35) calendar days from the commencement of an employee’s first tour of duty, and thirty (30) calendar days from the commencement of each consecutive tour of duty thereafter. An employee who resigned or was laid-off or discharged and then is re-hired shall be considered to be serving his first tour of duty.

2. The amendments arising from the application of paragraph 1 above shall be effective on March 1, 2011, and will apply to tours of duty which commence on or after the said date.
Agreed to this 31st day of January, 2011.

Hydro Projects Management Association

Allied Hydro Council of Manitoba Hydro

“Don E. Rogalsky”

“Jim Murphy”

“Angie Adams”

“David Martin”
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 27 - Isolation Leave Frequency

Subject: Keeyask and Keewatinoow - Article 19 Isolation Leave Frequency, Travel Time Associated with Isolation Leaves, and Travel Costs Associated with the Transportation Departure Point (T.D.P) c)

Whereas the Association and the Council have discussed Isolation Leave frequencies and Travel Costs found within Article 19 of the Burntwood Nelson Agreement in light of a potential shortage of workers which may occur from time to time on the Keeyask and Keewatinoow projects;

And whereas they have concluded that, in order to secure job qualified workers the Isolation Leave and Travel costs need to be enhanced for the duration of the Keeyask and Keewatinoow projects;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree that for the duration of the Keeyask and Keewatinoow projects:

1.) Articles 19.2.1.1, 19.2.1.2 shall be amended and read as follows:

   Article 19.2.1.1 Frequency When Isolation Leave Frequency is Not Stipulated in an Appendix

   An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an isolation leave after twenty one (21) calendar days from the commencement of his first and each subsequent tour of duty.

   Article 19.2.1.2 Frequency When Isolation Leave Provisions are Set Out in an Appendix

   An employee working on the Project who is covered by an Appendix which stipulates Isolation Leave frequency shall have the option of taking an isolation leave after twenty one (21) calendar days from the commencement of his first and each subsequent tour of duty.

2.) The operation of Article 19.2.1.3 will be suspended for the duration of this Letter of Understanding;

3.) The minimum number of unpaid working days granted as isolation leave under Article 19.2.1.5 shall be amended from six (6) to seven (7).

4.) Article 19.2.4 shall be amended and read as follows:

   19.2.4 Travel Time Associated with Isolation Leaves
Travel time shall only apply on the return portion of an Isolation Leave trip (ie from the employee’s T.D.P. to the Project Camp Site).

The amount of travel time to be paid shall be in accordance with the provisions of Article 19.1.2.5.1 or 19.1.2.5.2, as the case may be, and if applicable, the provisions of Article 19.1.2.5.3.

Travel time shall be paid at the employee’s straight time rate, and an employee shall receive such payment pursuant to the provisions of Article 19.1.2.6.

5. The definition of “T.D.P. or Method of Determining T.D.P.” shall be amended at item c) to read as follows:

  c) Where a person’s normal place of residence at time of hire or rehire is located outside of Manitoba: the Canadian city serviced by an international airport which is closest to a person’s normal place of residence, except if that person’s normal place of residence is located in a province or territory adjacent to Manitoba and is closer to a T.D.P. located within the area described in b) above, in which case the closest T.D.P. will be utilized.

6. The operation of article 19.1.2.3 (Maximum travel costs payable) is suspended.

7. These amendments shall take effect August 4, 2013;

Agreed to this 17 day of July, 2013.

Allied Hydro Council of Manitoba

David Martin

Heiko Wiechern

Hydro Projects Management Association

Jason Peterson

Rob Elder
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 28 - Emergency Medical Classifications

Subject: Emergency Medical Classifications Found Within Appendix 15

Whereas the Association and the Council have discussed the specialized skills and accreditation of the Medical Classifications found within Appendix 15 of the Agreement;

And whereas there is a provincial requirement to provide a standard level of medical care on the Projects covered by the Agreement;

It has been determined that the classifications of First Aid Attendant, Emergency Medical Responder and Primary Care Paramedic have those specific accredited skills that meet the provincial requirement;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree to amend the Agreement as follows:

2.7.1 Notwithstanding any other provision of this Agreement, the provisions of Article 12.1 may be waived by the Emergency Medical and Ambulance Services (EMS) Contractor when hiring First Aid Attendant, Emergency Medical Responder and Primary Care Paramedic, except the Emergency Medical and Ambulance Services (EMS) Contractors shall advise the Council of the names of the persons hired within three (3) working days.

Agreed to this 23 day of April, 2014

Hydro Projects Management Association

Allied Hydro Council of Manitoba Hydro

Jason Peterson

________________________

David Martin

________________________

Glen Schick

________________________

Heiko Wiechern

________________________

Rob Elder

________________________
BURNTWOOD / NELSON AGREEMENT

Letter of Agreement No. 29 – Addition of Journeyperson Lineman

Subject: Introduction of Appendix 13 a) - Journeyperson Lineman/Cable Splicer and Associated Collector Line Trades

Whereas the Association and the Council have discussed establishing the classification of Journeyperson Lineman/Cable Splicer and Associated Collector Line Trades.

And whereas they have concluded that establishing such a classification is warranted and necessary;

And whereas they have agreed on wage rates and other conditions of employment for Journeyperson Lineman/Cable Splicer and Associated Collector Line Trades,

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. Contracted on-site construction work associated with the installation of collector lines (“the work”) shall be covered by the terms and conditions of the Burntwood/Nelson Agreement except as hereinafter stated. The work shall be under the jurisdiction of the I.B.E.W., Local 2085 and the I.U.O.E. Local 987.

2. Article 4 of the Burntwood/Nelson Agreement will not apply to the work, however the contractor, prior to the commencement of the work, shall hold a pre-job conference, attended by representatives of the Council and the Association, to advise all parties of the contractor’s work plan.

3. Appendix 13 a), Journeyperson Lineman/Cable Splicer and Associated Collector Line Trades, Attachment 1 to this Letter of Agreement No. 29, shall be established and added to the Agreement;

4. Letter of Agreement 7 – Application of the BNA to work Associated with the Construction of Collector Lines, shall be removed from the Agreement;

5. Crane Operators doing the work shall be covered by Appendix 2 Crane Operators, and Heavy Duty Equipment Operators, Light Equipment Operators, Heavy Duty Mechanics and Servicepersons doing the work shall be covered by Appendix 2a Equipment Operators.
Burntwood Nelson Agreement – Schedules

Agreed to this 23 day of May, 2014:

Allied Hydro Council of Manitoba                             Hydro Projects Management Association

D. Martin                                                  J. Peterson

G. Schick
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 30 - Blasters and Drillers compensation

Subject: Burntwood Nelson Agreement – Blasters and Drillers (Appendix 1)

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

And whereas they have concluded that there is a shortages of job qualified workers in the below Classifications and the present wage rates in those Classifications need to be enhanced in order to attract and retain job qualified workers;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree to the following for the remainder of the Keeyask and Keewatinohk Projects:

1. Effective October 15, 2014, the wage rate for the following classifications in Appendix 1, Labourers, shall be enhanced to the following:

<table>
<thead>
<tr>
<th>Classification</th>
<th>April 1, 2015</th>
<th>May 1, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blaster (with Provincial Blaster Certificate)</td>
<td>$30.00</td>
<td>$30.85</td>
</tr>
<tr>
<td>Powderman</td>
<td>$29.65</td>
<td>$30.49</td>
</tr>
<tr>
<td>Drillers (Diamond, Wagon &amp; Air Track Etc.)</td>
<td>$29.65</td>
<td>$30.49</td>
</tr>
</tbody>
</table>

Agreed to this 17 day of March, 2015.

Allied Hydro Council of Manitoba    Hydro Projects Management Association

Sudhir Sandhu  Jason Peterson

Victor DaSilva    Rob Elder
Subject: Appendix No. 15 - COPE - Introduction of Health and Welfare Trust Fund

Whereas the Council has advised the Association that Local Union 342 has established a Health and Welfare plan, in which the employees covered by Appendix No. 15 are eligible to participate;

And whereas written verification has been forwarded to the Association and the Council confirming that Trust Agreements have been executed and registered;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

4. Appendix No. 15 of this Agreement is hereby amended to delete the following from Section 8:

   Provided:

   a) The Local Union to which employees covered by this Appendix belong establishes a health and welfare plan and/or a pension plan in which employees covered by this Appendix are eligible to participate;

   b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

      i) Proviso (a), above;

      ii) That Trust Agreements have been executed and registered.

A health and welfare plan and/or a pension plan will be introduced into this Appendix on the following basis:

- at the time of introduction of the health and welfare plan and/or the pension plan, the hourly rates for all classifications in this Appendix shall be reduced by the amount of the contractor's contribution to the said plan or plans, less the sum of twenty cents. At the option of the Council, contributions to the plan or plans shall be made up by employee contributions or a combination of contractor and employee contributions. The Council shall advise the Association of the required contractor and/or employee contributions at the time the plan or plans are established.

5. Appendix No. 15 of this Agreement is hereby further amended to add the following to Section 8:
Provided:

a) The Local Union to which employees covered by this Appendix belong establishes a pension plan in which employees covered by this Appendix are eligible to participate;

b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

i) Proviso (a), above;

ii) That Trust Agreements have been executed and registered.

A pension plan will be introduced into this Appendix on the following basis:

- at the time of introduction of the pension plan, the hourly rates for all classifications in this Appendix shall be reduced by the amount of the contractor's contribution to the said plan or plans, less the sum of twenty cents. At the option of the Council, contributions to the plan or plans shall be made up by employee contributions or a combination of contractor and employee contributions. The Council shall advise the Association of the required contractor and/or employee contributions at the time the plan or plans are established.

The contractor on behalf of each employee, and each employee covered by this Appendix, shall respectively contribute the amounts set out below to the Canadian Office and Professional Employees (COPE) union, local 342, Health and Welfare Trust Fund. Contributions shall apply to all hours worked (regular and overtime). Employee contributions shall be collected at the source as a payroll deduction.

The contractor’s contribution shall be:

Effective May 17, 2015 $0.20 per hour

The employee’s contribution shall be:

Effective May 17, 2015 $0.80 per hour

Submission of Trust Funds

The contractor shall forward the above Trust Fund contributions to the designated Administrator of the Plan on or before the fifteenth (15th) day of each month following the month in which contributions were made. A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.
Burntwood Nelson Agreement – Schedules

Agreed to this 15th day of May, 2015.

Hydro Projects Management Association  Allied Hydro Council

Angie Adams  Sudhir Sandhu

Jason Peterson  Dustin Czmola
Letter of Agreement No. 32 – Security guard compensation

Subject: Burntwood Nelson Agreement – Security Guards (Appendix 1A)

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

And whereas they have concluded that there is a shortage of job qualified workers in the below Classification and the present total compensation in that Classification needs to be enhanced in order to attract and retain job qualified workers;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree to the following for the remainder of the Keeyask and Keewatinohk Projects:

1. Effective November 15, 2015, the wage rate for the following classification in Appendix 1A, Security Guards (other than trainees), shall be enhanced to the following:

<table>
<thead>
<tr>
<th>Effective date</th>
<th>Starting Rate</th>
<th>Rate after 90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 15, 2015</td>
<td>$16.76</td>
<td>$17.42</td>
</tr>
</tbody>
</table>

And whereas the Council has advised the Association that Local Union 1258 has established Health and Welfare and Pension plans, in which the employees covered by Appendix No. 1A are eligible to participate;

And whereas written verification has been forwarded to the Association and the Council confirming that Trust Agreements have been executed and registered;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

6. Appendix No. 1A of this Agreement is hereby amended to delete the following from Section 11:
Provided:

a) The Local Union to which Security Guards belong establishes a health and welfare plan and/or a pension plan in which employees covered by this Appendix are eligible to participate.

b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

   i) Proviso (a), above;

   ii) That Trust Agreements have been executed and registered.

A health and welfare plan and/or a pension plan will be introduced into this Appendix on the following basis:

- At the time of introduction of the health and welfare plan and/or the pension plan, the hourly rates for all classifications in this Appendix shall be reduced by the amount of the contractor's contribution to the said plan or plans. At the option of the Council, contributions to the plan or plans shall be made up by employee contributions or a combination of contractor and employee contributions. The Council shall advise the Association of the required contractor and/or employee contributions at the time the plan or plans are established.

- Pension and/or health and welfare contributions shall be subject to adjustments, however all contributions shall continue to be made as outlined above and the effective date of such adjustments shall correspond to an effective date of changes to wages (See Section 12.1).

7. Appendix No. 1A of this Agreement is hereby further amended to add the following to Section 11:

Trust Funds

Pension Plan

The contractor on behalf of each employee, and each employee covered by this Appendix, shall respectively contribute the amounts set out below to the Plan Administrator. Contributions shall apply to all hours worked (regular and overtime). Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

Effective: November 15, 2015  $0.50 per hour

The Employee's contribution shall be:

Effective: November 15, 2015  $0.50 per hour
Health & Welfare

The contractor on behalf of each employee, and each employee covered by this Appendix, shall respectively contribute the amounts set out below to the Plan Administrator. Contributions shall apply to all hours worked (regular and overtime). Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

Effective November 15, 2015 $0.60 per hour

The Employee's contribution shall be:

Effective November 15, 2015 $0.60 per hour

Submission of Trust Funds

The Contractor shall forward the above Trust Fund contributions to the designated Administrators of each plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

Agreed to this 15th day of June, 2015.

Allied Hydro Council of Manitoba Hydro Projects Management Association

Sudhir Sandhu Jason Peterson

Victor DaSilva Rob Elder
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 33 – Telebelt operator classification

Subject: Burntwood Nelson Agreement – Introduction of Classification to Appendix 2 Crane Operator – Telebelt Operator

Whereas the Association and the Council have discussed establishing the classification of Telebelt Operator.

And whereas they have concluded that establishing such a classification is warranted and necessary;

And whereas they have agreed on wage rates and other conditions of employment for a Telebelt Operator,

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. That the classification of Telebelt Operator is to be added to Appendix 2 Crane Operator – Mobile Crane Operator Class 2 50-99 ton and Class 3 100-199 ton. The wage rate will be dependent upon chassis capacity (i.e. original truck crane capacity) of the equipment.

2. Appendix shall be modified to include the following clarification
   Note: The above classifications include operators of cranes converted for the placing of concrete (creter, telebelt or similar) and cranes adapted for pile driving and foundation boring. *** For these positions a hoisting ticket and/or red seal are not required for their operation.

Agreed to this 27 day of October, 2015.

Allied Hydro Council of Manitoba Hydro Projects Management Association

Sudhir Sandhu Jason Peterson

Marc Lafond Dave Bowen
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 34 – Commissioning work

Subject: Commissioning Work

WHEREAS the Association and the Council agree that commissioning activities are important to the success of project work conducted under the BNA;

Now therefore, in consideration of the foregoing, the Association and the Council agree to amend Article 2.12 of the Collective Agreement to include the following:

2.0 (i) During the commissioning process, the Contractor or the vendor of equipment or system being commissioned, may utilize non-bargaining unit employees with specific equipment or systems knowledge and/or specialized skills or abilities required for commissioning or to ensure performance guarantees and warranty obligations are maintained. Commissioning work performed by non-bargaining unit employees shall fall outside the scope of the Agreement. Bargaining unit employees required to perform commissioning work may be required to work in composite crews. Commissioning work executed by bargaining unit employees shall fall within the scope of the Agreement.

(ii) Commissioning is the process by which equipment or facility is tested to verify it functions according to its design objectives or specifications and place into service, which includes work to calibrate, introduce and or release any form of energy (examples; liquid, gas, electricity) and/or test equipment, instruments, processes, systems or a portion of the generating station, spillway structures, switchyards, converter station, electrodes, synchronous condensers or any related structures or equipment.

(iii) That any contractor or manufacturer representatives engaged to perform commissioning work satisfy the terms and provisions of the Apprenticeship Act where applicable to a trade practiced by such personnel.

(iv) It is understood that this Letter is intended to record past practice between the parties and not meant to diminish existing rights of either party.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba Hydro Project Management Association

Sudhir Sandhu Jason Peterson

Heiko Wiechern David W. Clark
Subject: Completion Bonus Percentage of Base Rate

WHEREAS the Association and the Council have discussed the importance of attracting and retaining a highly skilled workforce to ensure the success of work conducted under the BNA;

Now therefore, in consideration of the foregoing, the Association and the Council agree to amend Article 14.7 of the Collective Agreement to include the following:

ARTICLE 14 – PAYMENT OF WAGES, PREMIUMS AND BONUSES

14.7 The parties agree that given the competitive labour market and the challenges of attracting and retaining a highly skilled workforce, a Completion Bonus of thirteen percent (13%) of an employees’ base wage rate shall be paid subject to the following:

i. The Completion Bonus is not part of the wage package and does not attract payment of vacation pay and recognized holiday pay.

ii. The Completion Bonus will be paid for all hours worked.

iii. The Completion Bonus shall be paid accrued as follows:
   a. January 1st – March 31st
   b. April 1st – June 30th
   c. July 1st – September 30th
   d. October 1st – December 1st
   e. December 2nd – December 31st

iv. The Completion Bonus shall be paid as follows:
   a. The amount accrued between January 1st – March 30th shall be paid on the 1st payday after July 1st
   b. The amount accrued between April 1st – June 30th shall be paid on the 1st payday after October 1st
   c. The amount accrued between July 1st – December 1st shall be paid on the 1st payday after December 1st
   d. The amount accrued between December 2nd – December 31st shall be paid on the 2nd payday after December 31st
   e. All amounts owed shall be paid in full at time of layoff

v. Should an employee quit, resign or be terminated for just cause, such employee shall not be eligible for any unpaid Completion Bonus; however, should an employee be required to resign or quit as a result of a medical condition and the employee provides a medical certificate in a form
satisfactory to the Contractor, in these exceptional circumstances the Completion Bonus, subject to the approval of the HPMA and Contractor, will be paid. Further, in the event an employee is required to quit or resign for compassionate reasons, in these exceptional circumstances the Completion Bonus, subject to the approval of the HPMA and Contractor, will be paid. Approval will not be unreasonably withheld.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba

Hydro Project Management Association

Sudhir Sandhu

Jason Peterson

Heiko Wiechern

David W. Clark
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 36 – Isolation leave frequency

Subject: Isolation Leave Frequency

The Association and Council agree to amend LOA Number 27 so that the Contractor, upon agreement of the Association and consent of the Council, which consent will not be unreasonably withheld, may choose any of the Isolation Leave Frequency options as set out below.

In the event the Council withholds consent, the Contractor may refer the matter in writing to the panel established under Article 4.8. The panel in adjudicating the dispute shall follow the procedure set out in Article 4.11(b) and the jurisdiction of the panel shall be limited to determining whether the Union has unreasonably withheld consent. Should the panel determine that the Union has unreasonably withheld consent, the Contractor may implement any of the following Isolation Leave Frequency options.

Appendix Which Stipulates Isolation Leave Frequency

i) An employee working on the Project who is covered by an Appendix which stipulates Isolation Leave frequency shall have the option of taking an Isolation Leave after twenty-one (21) calendar days from the commencement of his or her first and each subsequent tour of duty in which case the Isolation Leave shall be seven (7) days.

ii) An employee working on the Project who is covered by an Appendix which stipulates Isolation Leave frequency shall have the option of taking an Isolation Leave after twenty (20) calendar days from the commencement of his or her first and each subsequent tour of duty in which case the Isolation Leave shall be eight (8) days.

iii) An employee working on the Project who is covered by an Appendix which stipulates Isolation Leave frequency shall have the option of taking an Isolation Leave after nineteen (19) calendar days from the commencement of his or her first and each subsequent tour of duty in which case the Isolation Leave shall be nine (9) days.

Appendix Which Does Not Stipulates Isolation Leave Frequency

i) An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an Isolation Leave after twenty-one (21) calendar days from the commencement of his or her first and each subsequent tour of duty in which case the Isolation Leave shall be seven (7) days.

ii) An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an Isolation Leave after twenty (20) calendar days from the commencement of his or her first and each subsequent tour of duty in which case the Isolation Leave shall be eight (8) days.

iii) An employee working on the Project who is covered by an Appendix which does not stipulate Isolation Leave frequency shall have the option of taking an Isolation Leave
after nineteen (19) calendar days from the commencement of his or her first and each subsequent tour of duty in which case the Isolation Leave shall be nine (9) days.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba Hydro Project Management Association

Sudhir Sandhu Jason Peterson

Heiko Wiechern David W. Clark
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 37 - Ability to Regularly Schedule Sundays

Subject: Ability to Regularly Schedule Sundays

WHEREAS the Association and the Council, given construction needs, agree Sunday may be a scheduled workday;

Now therefore, in consideration of the foregoing, the Association and the Council agree to amend Article 15.1 of the Collective Agreement to include the following:

15.1 Except as provided in Appendix 1.a, due to the nature of the Project, employees will normally be required, if directed, to work up to ten (10) hours per day for six (6) days per week. Unless otherwise provided in the Appendices, Sundays may be a regularly scheduled work day.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba

Hydro Project Management Association

Sudhir Sandhu

Jason Peterson

Heiko Wiechern

David W. Clark
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 38 - Supplementary Workers

Subject: Utilization of Supplementary Workers

Whereas the Council and the Association are parties to the Burntwood Nelson Agreement (BNA); and

Whereas the BNA sets out the terms of conditions of employment for the workers employed for Manitoba Hydro projects; and

Whereas the Council and the Association are in agreement that Manitoba Hydro projects present significant employment opportunities for workers in Manitoba and Canada; and

Whereas the Council and the Association are committed to maintaining a competitive wage and benefits framework to attract and retain the best qualified Manitobans first and then other Canadian workers for the duration of Manitoba Hydro projects; and

Whereas the Council and the Association are committed to maintaining a positive and welcoming project environment that is conducive to attracting and retaining a qualified Canadian workforce;

Whereas the Council and the Association may, from time to time, as circumstances necessitate have dialogue and discussions to review the competitive position of BNA provisions relative to the prevailing conditions in Manitoba and other Canadian jurisdictions; and

The Council and the Association agree that the successful completion of Manitoba Hydro projects may require supplementary labour from other sources to address shortages of skilled and qualified workers;

Whereas the Association and the Council agree that the labour from supplementary sources will only be accessed if qualified Canadian workers are not available;

Now therefore, in consideration of the foregoing, the Association and the Council agree to include LOA 38 to the Collective Agreement, which will include the following:

The Association and the Council agree that should Supplementary Workers be required for employment under the Agreement, the following will apply:

a) Supplementary Workers employed by Contractor(s) on Site shall be permitted mobility from one Contractor on Site to another Contractor on Site should another Contractor on Site require the services of such Supplementary Worker, provided there are no qualified Manitoban workers or qualified Canadian workers available at the time of hire or transfer.

b) Supplementary Workers, if required, will be initially accessed from affiliate American unions, and if such unions cannot supply Supplementary Workers within
six (6) weeks, such Supplementary Workers may then be accessed from other sources.

c) Supplementary Workers will be subject to the same financial package and other terms and conditions of this Agreement as other bargaining unit members, with the exception of, if necessary, adjustment to the financial allocation of benefits, provided there is no change to the gross hourly package. Such adjustments shall be agreed upon with the applicable Local Union, and such Local Union will not unreasonably withhold their consent.

If Supplementary Workers are to be engaged form outside Canada, the Council and its member Unions will cooperate in the Temporary Foreign Worker application process, including the execution of any documents that are reasonably necessary to support an application for utilization of Temporary Foreign Workers to Employment and Social Development Canada or any other regulatory agency.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba Hydro Project Management Association

Sudhir Sandhu Jason Peterson

Heiko Wiechern David W. Clark
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 39 - Project Labour Management Services Agreement

*** Note – See Letter of Agreement #57, for additional information regarding Letter of Agreement 39 (Management Agreement)

Subject: Project Labour Management Services Agreement

WHEREAS the Council will be the largest supplier of skilled and support labour to contractor members of the Association for construction of Keeyask Generating Station (Keeyask) and Keewatinohk Convertor Station (Keewatinohk), collectively referred to as the Projects;

AND WHEREAS the Association will depend on the efficient supply of qualified labour primarily from members of the Council;

AND WHEREAS the Association and the Council share a mutual interest in the successful and timely completion of the Projects;

AND WHEREAS the Association will require support from the Council in addressing significant project issues such as Aboriginal employment, workplace training, including safety, efficient management of labour issues and managing project labour flow to achieve highest possible efficiency and productivity;

AND WHEREAS the capacity of the Council to support project schedules and delivery objectives is a function of available resources;

AND WHEREAS the Council is currently funded through dues levied on its members assigned to work at the Projects with such dues only being sufficient for service delivery for members;

AND WHEREAS the business relationship between the Association and the Council makes no allowance for project related services provided by the Council, which benefit the Association and Manitoba Hydro;

Now in consideration of the foregoing, the Association agrees to provide direct funding to the Council in accordance with the provisions contained herein.

1. The Council shall administer the funds as set out in paragraph 2 below, as it deems appropriate for initiatives that benefit the Projects. The Council undertakes to only use the funds for services rendered to benefit the Projects and may include the following:

   a) Maintain personnel resource capacity to support the Projects’ labour relations in a timely and efficient manner.
   b) Offer a Supervisory Training Program with an objective of providing supervisors with skills, tools and knowledge to maximize the performance of their team in the areas of safety, quality and production while maintaining a work environment based on trust, respect and accountability.
c) Develop and implement training to provide the skills to resolve issues before they become a grievance and to utilize the grievance process as a positive tool to resolve issues without undue resort to arbitration. Other stakeholders will also support this aim. The funds will not be utilized to pay for expenses arising from the arbitration process, nor for any purpose that is contrary to the provisions of the *Manitoba Labour Relations Code*.

d) Develop internal capacity in the Council to support various Association initiatives that will benefit the Projects including workplace safety, respectful workplace policies, diversity and Aboriginal employment initiatives and effective project management.

e) Develop and maintain systems to enhance coordination and communication between its affiliated unions to reduce process delays in matters of importance to the Association, Manitoba Hydro and individual Contractors.

f) Develop capacity to maintain closer liaison between the Association, Contractors and affiliated unions to support timely and efficient labour supply in accordance with the Projects’ requirements.

g) Implement systems to maintain closer and more regular contact with the Projects’ labour, pre and post-employment, to emphasize and communicate project related issues.

h) Such further and other initiatives related to the success of the Projects, and the advancement of the relationships between the Council, Association, affiliated Unions and effected contractors.

2. The Association shall provide funding to the Council as per the schedule below:

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>TOTAL (over 5 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHC Administrative Funding</td>
<td>$280,000</td>
<td>$280,000</td>
<td>$230,000</td>
<td>$180,000</td>
<td>$130,000</td>
<td>$1,100,000</td>
</tr>
</tbody>
</table>

3. No later than 60 calendar days from the commencement of each calendar year of this Agreement, the HPMA shall provide the annual funding herein to the Council. No later than 30 calendar days from the commencement of each calendar year of this Agreement the Council shall, by letter, outline in reasonable detail the services rendered by the Council to benefit the Projects in the previous year and services planned to be rendered to the benefit of the Projects in the subsequent year. Further the Council shall provide such assurances as may be necessary indicating that its use of the funds has been in accordance with this Agreement.

In the event of a disagreement in respect of the advancement of funds or of the reporting obligation of the Council, either Party may give a notice to the other to settle the dispute, in an expeditious, final and binding way as per Article 4.10, by referring the matter in writing to the panel established under Article 4.8. The panel shall follow the procedures as set out in Article 4.11(b). The Parties agree that in the event of a dispute, to make best efforts to
resolve the dispute failing which they shall cooperate to schedule and complete such an expedited resolution process.

4. The funding agreement shall expire upon the provision of the final Council report in 2020 and shall only be renewed by mutual agreement of the Association and the Council.

5. In the event that the Projects are cancelled this LOA shall become null and void.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba          Hydro Project Management Association

______________________________  ______________________________
Sudhir Sandhu                      Jason Peterson

______________________________  ______________________________
Heiko Wiechern                     David W. Clark
Burntwood Nelson Agreement – Schedules

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 40 - Amendment to Hiring Procedure

Subject: Article 12 – Amendment to Hiring Procedure and Referral System to Maximize Utilization of Qualified Manitobans

WHEREAS the Parties have agreed in order to maximize utilization of Manitobans, Article 12.1.1.5 should be amended to facilitate the maximization of qualified Manitobans on the Projects.

AND WHEREAS the Parties have agreed that it is important that prior to the Contractor exercising the right pursuant to Article 12.1.1.7, to hire from any sources, the Contractor must consider the resumes of qualified Building Trade members from other parts of Canada.

Now therefore, in consideration of the foregoing the Association and Council agree to amend Article 12 of the Collective Agreement as follows:

12.1.1.5 The Union, on notification of such job vacancies, may then refer any job qualified Manitoban’s to the Contractor through a designated office of M.A.E.T.

12.1.1.7 The Contractor may recruit persons to fill job order vacancies where:

a) Job order vacancies remain after following the procedures set out in Article 12.1.1.1 to 12.1.1.6;

or

b) Persons referred pursuant to Article 12.1.1.5 and Article 12.1.1.6 do not report to the Project Site within the stipulated time period; and

c) Contractor has provided notice to the Union within forty-eight (48) hours of the job order vacancy caused by 12.1.1.7(a) or (b). The Union shall have an additional twenty-four (24) hours, measured from the time the Union is notified of the vacancy, to provide resumes of qualified Canadian residents to be considered, which workers identified in their resume, the Contractor may accept or reject at the Contractor’s absolute discretion.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba Hydro Project Management Association

Sudhir Sandhu Jason Peterson

Heiko Wiechern David W. Clark
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 41 – Work teams

*** Note – See Letter of Agreement #54, for additional information regarding Letter of Agreement 41 (Work Teams)

Subject: Work Teams

WHEREAS the Association and the Council have discussed the utilization of Work Teams to support a productive work environment;

WHEREAS the Association and Council acknowledged in the past the Council members have worked cooperatively with Contractors to create Composite Crews to improve productivities and efficiencies;

WHEREAS all parties agree that upon the Council and the affected Council members receiving a written notice of a request for a Work Team from the Contractor or the Association, the Contractor and affected Unions will be provided a reasonable period of time to attempt to achieve an agreement as to the composition of a Work Team;

WHEREAS the parties agree that in the Notice of Implementation of Work Teams the Council and the affected Council members will be provided as much detail as to the scope of the Work Team as reasonably possible and the anticipated duration of the Work Team;

AND WHEREAS the Association and the Council are in agreement that the compilation of Work Teams must be fair;

Now therefore, in consideration of the foregoing, the Association and the Council agree to amend Article 4 of the Collective Agreement to include the following:

4.7 Where a Work Team is to be utilized by the Association and/or Contractor, the following procedures shall be employed:

a) The full process of the mark-up as is set out in this Article shall be applied. This process shall be used to establish the Unions involved in the Work Team;

b) The Association and/or Contractor shall provide fourteen (14) days’ notice in writing to the Council and affected Unions designated by the mark-up process of the establishment of a Work Team which notice shall contain the following:
   i. A description of the scope of work for which the Work Team is requested with as much detail as reasonably possible;
   ii. The proposed composition of the Work Team, including the number of workers per trade and proposed supervision; and
   iii. Anticipated duration of the Work Team.
The Association and Council agree that during the seven (7) day period following the Notice of Implementation of Work Teams, the affected Unions and Contractor may meet to attempt to achieve agreement as to the composition of the Work Team.

Should the parties be unable to achieve written agreement as to the composition of the Work Team, the composition of the proposed Work Team shall be based on the overall percentage each Union has relative to the overall scope of work to be performed by the Work Team as determined by the Association and/or Contractor; The Contractor shall provide to the affected Unions a description of the composition of the proposed Work Team and the implementation date of the Work Team.

Any affected Union upon receipt of the Notice of Implementation of the Work Team may dispute the composition of the Work Team or whether there is a material benefit to the Contractor, by referring such dispute to the panel as per Article 4.11(a); and

It is understood that Work Teams shall not be implemented unless there is agreement between the affected Unions and the Contractor or until such time a panel convened pursuant to Article 4.8 has made a decision pursuant to a referral by either party.

If, during the execution of the work, the nature of the work changes which impacts the composition of the team, a panel may be requested to review the numbers and change them to comply with the percentages deemed appropriate.

The panel shall consist of three persons who shall serve for the duration of the Project. In the event that any one of the panellists can no longer serve for whatever cause, the Parties agree to forthwith replace their nominee. The Parties shall agree to an independent third party (ITP). If the Parties cannot agree to an ITP, they shall apply to the Minister of Labour and Immigration for the Province of Manitoba, for the appointment of the ITP. The panel shall consist of three persons:

- One appointed by the Association;
- One appointed by the Council;
- An ITP who is neither a lawyer nor an arbitrator under the Agreement and is familiar with jurisdiction.

The panel’s jurisdiction is limited to determining the following:

- The initial or subsequent composition of the Work Team, when and if requested by one of the Parties in accordance with the provisions of this Article.
b) Whether or not there is a material benefit to the Contractor in implementing the requested Work Team. Should the panel determine there is a material benefit to the Contractor through either cost savings, improved efficiencies or other material benefits, the panel shall approve the Work Team.

4.10 Decisions of the panel, by agreement of the Parties, shall be final, binding and not subject to appeal, judicial review or any other form of judicial intervention.

4.11 Decisions of the panel shall be made on an expedited basis:

a) Any dispute as to the initial composition of a Work Team as established under Article 4.7 or as to whether there are material benefits to the Contractor in implementing the Work Team will be referred in writing to the panel within seven (7) days of the Contractor advising the Union in writing of the initial composition of the Work Team. The referral must itemize the issues in dispute. Should a panel be requested, notice in writing of such request shall be provided to each affected Union, the Association and Council;

b) All referrals to the panel will be heard within seven (7) days of such written referral. Each Party shall have the right to present evidence and make representations to the panel, which presentation of evidence and/or making of representation shall be limited to two (2) hours unless such period is extended by a majority of the panel. The panel will render its decision within forty-eight (48) hours of the completion of the hearing. All decisions must be by a majority of the panel;

c) Should the panel determine that there is no material benefit to the Contractor in implementing the proposed Work Team, the Contractor will not be permitted to implement such Work Team and may not submit a request for the same or similar Work Team within ninety (90) days after the panel has rendered its decision and should the panel determine there is a material benefit to the Contractor for the proposed Work Team, the Contractor may implement such Work Team;

d) From time to time, as work advances, the composition of a Work Team may be revisited and adjusted as appropriate by the panel upon request of the Contractor or any Union providing workers to the Work Team. In no event shall a Work Team be revisited within ninety (90) days after the panel has rendered a decision as to the composition of a specific Work Team except in the event there has been a material change in circumstances; and

e) There will be no claims permitted for lost wages, other benefits or premiums as a result of an adjustment to the Work Team, and Work Teams will continue to work cooperatively, without disruption, while any claim to adjust a Work Team is being adjudicated.
4.12 The following shall apply to each Work Team:

a) Each Union shall provide members to work on the Work Team on a pro-rated basis as per the distribution determined by the Contractor or in accordance with this Article;

b) The Union that provides the greatest number of employees to the Work Team shall normally provide the first requested foreperson/general foreperson provided such foreperson/general foreperson has the necessary skills, abilities and experience to lead the Work Team. If more forepersons are requested, such forepersons shall be provided on a pro-rated basis if practical; and

c) All workers assigned to a Work Team will be provided orientation by the Contractor as to the expectations of working on a Work Team, in which orientation the AHC Site Representative and HPMA Site Representative may participate.

A willingness to work on a flexible basis if the needs of the work so dictate, is the essential element of a Work Team. It is understood that while on a Work Team an employee will predominantly perform work in his/her trade or craft but may be required to work outside of his/her trade or craft.

4.13 Work Assignments performed while on a Work Team may not be utilized at subsequent Pre-Job Conferences to claim jurisdiction.

Agreed to this 1 day of January, 2016

Allied Hydro Council of Manitoba Hydro Project Management Association

Sudhir Sandhu Jason Peterson

Heiko Wiechern David W. Clark
BURNWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 42 – Tower crane trade improvement trust fund

Subject: Amendments to the Trade Improvement Trust Fund in Appendices 2 and 2A

WHEREAS it is estimated that the Keeyask Project will require twenty (20) tower crane operators per year over the next four (4) years, and the Association and the Council are concerned that the Manitoba labour market does not currently have a sufficient supply of qualified tower crane operators to meet this need;

AND WHEREAS the International Union of Operating Engineers, Local 987 (“Operating Engineers”) has proposed a training/upgrading program to address the need for qualified Manitoba based tower crane operators, which program requires the acquisition of a tower crane;

And whereas BBE has agreed to provide additional funding to assist the Operating Engineers in the purchase of the tower crane;

NOW therefore, in consideration of the above, the Association and the Council agree as follows, for the Keeyask General Civil Contract only:

1. Effective the date of signing of an agreement governing the acquisition of a tower crane by the Operating Engineers and the development of the training/upgrading program (“the Training Agreement”) the contribution by BBE to the Trade Improvement Trust Fund in Appendices 2 and 2A respectively will increase by an additional $0.35;

2. To make a joint recommendation to Manitoba Apprenticeship respecting the required ratio of journeymen to apprentices reflected in Appendix 2 in the event the current ratio is not achievable during the currency of the Training Agreement;

3. The purpose of the enhanced contributions is to offset the purchase price of the tower crane as contemplated in the Training Agreement;

4. It is understood and agreed that these enhanced contributions shall expire on the earliest of the following events:
   a. Once the balance of the purchase price of the tower crane as defined under the Training Agreement has been recovered by the Operating Engineers;
   b. December 31, 2020;
   c. The Training Agreement is terminated by any of the parties to that Agreement.
Burntwood Nelson Agreement – Schedules

Agreed to this 4 day of March, 2016

Hydro Projects Management Association  Allied Hydro Council of Manitoba Hydro

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BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 43 – Power engineer classification

Subject: Introduction of Classification to Appendix 2a – Equipment Operator – Power Engineer Classification

Whereas the Association and the Council have discussed establishing the classification of Power Engineer – Class 4 Operator.

And whereas they have concluded that establishing such a classification is warranted and necessary:

And whereas they have agreed on wage rates and other conditions of employment for a Power Engineer Class 4.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. That the classification of Power Engineer is to be added to Appendix 2-a Equipment Operator:

<table>
<thead>
<tr>
<th>Group 24</th>
<th>April 5, 2016</th>
<th>$37.47</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agreed to this 5 day of April, 2016.

Allied Hydro Council of Manitoba  Hydro Projects Management Association

Sudhir Sandhu  Jason Peterson
Marc Lafond  Dave Bowen
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 44 – Special measures for hiring apprentices and trainees

Subject: Special Measures for Hiring of Apprentices and Trainees

Whereas the parties share a mutual interest and obligation to support measures necessary to facilitate the employment and retention of Aboriginal workers by facilitating apprenticeship and training programs;

AND Whereas the parties are seeking to expedite the employment and engagement of Aboriginal workers at Manitoba Hydro projects;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree to the following:

i. Notwithstanding any other provision of this agreement, the provisions of Article 12.1 may be waived by Contractors and/or subcontractors when hiring apprentice’s and/or trainees into an apprenticeship or training program, provided that the person to be hired is a Northern Aboriginal as defined in Article 13 of the BNA and paragraph 12 of LOA #23.

ii. The Association shall submit to the Council, for consideration, a list of candidates and their corresponding Appendix classification. The Council shall inform the Association within three (3) working days of their decision to approve or deny, in whole or in part, the names found on said list of candidates.

iii. The Association shall advise the Job Referral Service of the names of the candidates within three (3) working days from any approval granted by the Council.

Agreed to this 14 day of April, 2016

Hydro Projects Management

__________________________________________

Association

Allied Hydro Council

of Manitoba Hydro

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420 | P a g e
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 45 – Concrete finisher and red seal cement finisher classification

Subject - Introduction of Classifications to Appendix 1 (Labourers) – Concrete Finishers and Red Seal Cement Finishers

Whereas the Association and the Council have discussed establishing the classifications of Concrete Finishers and Red Seal Cement Finishers.

And whereas they have concluded that establishing such classifications is warranted and necessary;

And whereas they have agreed on wage rates and other conditions of employment for Concrete Finishers and Red Seal Cement Finishers,

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. That the classifications of Concrete Finishers and Red Seal Cement Finishers is to be added to Appendix 1 Labourers, with the following wage rates.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective April 11, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Finisher</td>
<td>$28.69</td>
</tr>
<tr>
<td>Red Seal Cement Finisher</td>
<td>$32.43</td>
</tr>
</tbody>
</table>

Agreed to this 9 day of April, 2016.

Allied Hydro Council of Manitoba
Hydro Projects Management Association

Sudhir Sandhu

Jason Peterson

Victor DaSilva

Rob Elder
WHEREAS the onsite workforce required for the Keeyask and Keewatinohk Projects is principally housed in remote camps owned and operated by Manitoba Hydro and the Association and the Council are concerned with the health and safety of all workers both at the worksite and while housed in camp;

And whereas it has been determined that in a very small number of cases, workers engaged to work at the Projects may pose a risk to accepted workplace safety standards;

And whereas Manitoba Hydro is a member of the North American Electric Reliability Corporation (NERC), which requires some positions to be compliant to its regulations through the completion of a PRA;

NOW therefore, in consideration of the above, the Association and the Council agree as follows:

1. All foremen and general foremen covered by the BNA who are hired or re-hired after August 1, 2016 will be required to complete and submit a Personal Risk Assessment Form (“PRA Form”) and to provide the required identification to permit the criminal record check to be performed.

2. All employees, including foremen and general foremen, covered by the BNA who were hired prior to August 1, 2016, and who have-not had a break in service exceeding three (3) months will only be required to complete and submit a PRA Form if reasonable cause exists for that request. The Council shall be provided the reasons that lead to a finding of reasonable cause.

3. Employees working in positions deemed to be ‘NERC sensitive’, as determined by the contractor, will be required to complete and submit a Personal Risk Assessment Form (“PRA Form”). Including providing the required identification to permit the criminal record check, which will be performed prior to employment commencing. A ‘Clear’ result will be required in order for the potential employee to continue in the hiring process.

NERC Sensitive position is defined as:

- having unescorted physical access or cyber/electronic access to restricted areas within Manitoba Hydro facilities;
- having access to confidential information, including but not limited to procurement information, management strategies, and/or intellectual property;
- access to information and/or technology systems and/or networks;
- the ability to make or influence procurement decisions; and/or
- the apparent authority to speak on behalf of the contractor or Manitoba Hydro.
4. Where a PRA Form and supporting identification is required as above, submission of the Form and identification, as well as cooperation with any follow up inquiries generated by the PRA Form or the checks performed is a condition of continuing employment with the HPMA contractor member.

5. To ensure privacy of all employees required to submit a PRA Form, submissions will be made to, and results will be held by Manitoba Hydro Corporate Security. In the event that the results of the PRA are relevant to the employee's continued employment, such information as is reasonably required by the Employer (HPMA contractor member) will be communicated to that Employer and to HPMA.

6. Any employee covered under the BNA who does not have a "Clear" PRA status shall not be eligible for employment. The following table shall be used to determine a “Clear” PRA status.

<table>
<thead>
<tr>
<th>Clear</th>
<th>Not Clear</th>
</tr>
</thead>
<tbody>
<tr>
<td>• No criminal convictions on record, or</td>
<td>• 3 or more summary convictions within the last 10 years</td>
</tr>
<tr>
<td>• Criminal history present but not serious enough to meet criteria for &quot;Not Clear&quot;</td>
<td>• 3 or more summary convictions with more than 10 years from the date of most recent conviction -</td>
</tr>
<tr>
<td>• Any conviction for which a pardon has been granted.</td>
<td>• If there is an unacceptable risk that individual could reoffend in a way that jeopardizes safety or security</td>
</tr>
<tr>
<td></td>
<td>• Conviction within the last 7 years for an indictable offence(s) punishable by 10 or more years (for example, assault</td>
</tr>
<tr>
<td></td>
<td>• Crimes of serious violence regardless of the sentence handed out</td>
</tr>
<tr>
<td></td>
<td>• The applicant has misrepresented their credentials or has provided false information</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. The cost of any requested PRA will be borne by HPMA and the Council or its Affiliated Unions shall not be required to provide any administrative services to support PRA requests.

8. The AHC and its affiliated Unions shall maintain all rights of grievance pursuant to the Burntwood Nelson Agreement respecting the administration of this LOA and the rights of individual workers involved.

9. The HPMA reserves the right, in the future, to require all employees covered by the BNA to undergo a PRA and the AHC reserves its right to challenge such a requirement.

Agreed to this ______ day of __________, 2018
<table>
<thead>
<tr>
<th>Jason Peterson</th>
<th>Sudhir Sandhu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydro Projects Management Association</td>
<td>Allied Hydro Council</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dave Bowen</th>
<th>Council Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPMA Executive</td>
<td>Allied Hydro Council</td>
</tr>
</tbody>
</table>


BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 47 – COPE relocation of employees

Subject: Appendix 15 – Office and Professional Employees – Relocation of Employees

WHEREAS the workforce required for the Keeyask Project is principally housed in remote camps owned and operated by Manitoba Hydro:

AND WHEREAS due to the number of individuals required to be housed within camp, the general civil contractor, BBE, may temporarily re-assign certain positions covered under Appendix 15 to its’ Winnipeg facility. The Contractor shall limit this activity to employees who have indicated Winnipeg as their home community:

AND WHEREAS the Council, the Association, and the Contractor will review any concerns raised by effected employees to determine any adverse effects and address them accordingly:

NOW therefore, in consideration of the above, the Association and the Council agree as follows for the duration of the Keeyask Project:

1. Appendix 15 will continue to apply and to govern the terms and conditions of employment of any positions that are re-assigned;

2. The BNA will continue to apply to any positions that are re-assigned, with the exception of the following articles:
   a. Article 9 Room and Board, however article 9.8 (meal allowance) remains in effect with an agreed upon meal allowance of $20.00;
   b. Article 10 Housing Allowance;
   c. Article 19 Transportation and Travel; however Article 19.4 (Christmas Leave) remains in effect;
   d. Article 26.7 Termination of Employment.
   e. LOA 35 – Completion Bonus remains in effect.

Agreed to this 1 day of September, 2016

Hydro Projects Management
Association

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Allied Hydro Council
of Manitoba Hydro

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BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 48 – Layoff subject to recall

Subject: Article 12.4 Layoff subject to Recall

WHEREAS it is anticipated that the length of winter layoffs during the remainder of the Keeyask Project will exceed the existing recall period in article 12.4.2 and it is recognized that greater efficiency during spring ramp up benefits all parties:

NOW therefore, in consideration of the above, the Association and the Council agree as follows for the duration of the Keeyask Project:

1. Article 12.4.2.2 will be amended to read as follows;

   Pursuant to 12.4.2.1 an employee may be recalled for employment by the Contractor provided:
   a) The employee is advised in writing at the time of the lay-off that he is eligible for recall and a copy of this notification is concurrently forwarded to the appropriate Local Union and M.A.E.T. and;
   b) The recall is initiated by the Contractor prior to the expiry of 180 calendar days measured from the date of lay-off.

2. Article 12.4.2.3 will be amended to read as follows:

   When more than one employee in a particular classification (i.e. classifications set out in the Appendices) is on lay-off subject to recall and,
   a) Such employees are involved in a common or collective work assignment, and;
   b) Such employees are not recalled on the same date.

   Then the order of recall shall be the same as the order of employment preference set out in Article 12.1

Agreed to this 28 day of October, 2016

Hydro Projects Management Association

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Allied Hydro Council of Manitoba Hydro

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BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 49 – Labourers training trust fund

Subject: Appendix No. 1 – Construction and Specialized Workers Union Local 1258 - Introduction of Training Trust Fund

Whereas the Council has advised the Association that Local Union 1258 has established a Training Trust Fund, in which the employees covered by Appendix No. 1 are eligible to participate;

And whereas written verification has been forwarded to the Association and the Council confirming that Trust Agreements have been executed and registered;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

8. Appendix No. 1 of this Agreement is hereby amended to delete the following from Section 8:

   Provided:

   a) The Local Union to which Labourers belong establishes a trusteed training fund, and;

   b) Written verification is forwarded to the Association and the Council by the Board of Trustees of the fund confirming:

      i) Proviso (a), above;

      ii) That Trust Agreements have been executed and registered.

A trusteed training fund will be introduced into this Appendix on the following basis:

- The Contractors' contributions to the fund may be less than but shall not exceed 25 cents per hour worked throughout the term of this Agreement,

- Contractor and Employee contributions to the fund will be discontinued immediately if one or more of the following occurs:

   i) The fund ceases to be governed by a trust;

   ii) The provisions of the trust are not fulfilled;

   iii) Employers are no longer represented on the Board of Trustees.

- In the event either the Association or the Council has reason to believe that one or more of the conditions described in (i), (ii), or (iii) above have occurred, the matter
shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor and Employee contributions in trust.

Contributions to the trusteed training fund shall be adjusted to be consistent with that negotiated between the Labourers' International Union of North America, Local 1258, and the Construction Labour Relations Association of Manitoba. However, the Contractors’ contributions shall not exceed 25 cents per hour worked.

9. Appendix No. 1 of this Agreement is hereby further amended to add the following to Section 8:

Provided:

a) The Local Union to which employees covered by this Appendix belong establishes a Training Trust Fund in which employees covered by this Appendix are eligible to participate;

b) Written verification is forwarded to the Association and the Council by the Board of Trustees of each plan confirming:

   i) Proviso (a), above;

   ii) That Trust Agreements have been executed and registered.

As the above conditions have been met, a trusteed training fund will be introduced into this Appendix on the following basis:

The contractor, on behalf of each employee, shall respectively contribute the amounts set out below to the Construction and Specialized Workers Union Local 1258, Training Trust Fund. Contributions shall apply to all hours worked (regular and overtime).

The contractor’s contribution shall be:

   Effective October 17, 2016 $0.25 per hour

Contractor contributions to the fund will be discontinued immediately if one or more of the following occurs:

   i) The fund ceases to be governed by a trust;

   ii) The provisions of the trust are not fulfilled;

   iii) Employers are no longer represented on the Board of Trustees.

- In the event either the Association or the Council has reason to believe that one or more of the conditions described in (i), (ii), or (iii) above have occurred, the
matter shall be referred to the Joint Appendix Review Committee. Until the matter is resolved, Contractors shall hold all Contractor contributions in trust.

Submission of Trust Funds

The Contractor shall forward the above Trust Fund contributions to the designated Administrators of each plan on or before the fifteenth day (15th) of each month following the month in which contributions were made.

A form shall be supplied by the Union for the Contractor to identify the application of all contributions, and such form shall indicate the Administrator and the address to which contributions shall be forwarded.

Agreed to this 17th day of October, 2016.

Hydro Projects Management Association            Allied Hydro Council

David Bowen                                      Sudhir Sandhu

Jason Peterson                                   Victor DaSilva
BURNWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 50 – Scaffolder classification

Subject - Introduction of Classification to Appendix 4 (Carpenters) – Scaffolding Classification

Whereas the Association and the Council have discussed establishing the classification of Scaffolder.

And whereas they have concluded that establishing such a classification is warranted and necessary:

And whereas they have agreed on wage rates and other conditions of employment for a Journeyman Scaffolder and Apprentices.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. That the classification of Journeyman Scaffolder is to be added to Appendix 4 Carpenters:

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial</td>
<td>$37.26</td>
<td>$38.12</td>
</tr>
</tbody>
</table>

a. That the pay rates for Scaffolder Apprentices also be added to Appendix 4 Carpenters, with the applicable pay scale percentage:

<table>
<thead>
<tr>
<th>Pre-apprentice *</th>
<th>1 – 450 hours</th>
<th>50% of journeyman rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>451 – 1350 hours</td>
<td>60% of journeyman rate</td>
</tr>
<tr>
<td>2nd year</td>
<td>1351 – 2700 hours</td>
<td>70% of journeyman rate</td>
</tr>
<tr>
<td>3rd year</td>
<td>2701 – 4050 hours</td>
<td>80% of journeyman rate</td>
</tr>
<tr>
<td>4th year</td>
<td>4051 – 5400 hours</td>
<td>90% of journeyman rate</td>
</tr>
</tbody>
</table>

Note the addition of this classification does not supersede any ‘pre-job’ or ‘markup’ assignments for the applicable power rigging of equipment.

Agreed to this 7th day of November, 2016.

Allied Hydro Council of Manitoba Hydro Projects Management Association

________________________________________________________________________

Sudhir Sandhu                               Jason Peterson
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 51 – Carpenter foreman coordinator

Re: Introduction of Premium to Appendix 4 Carpenters – Foreman Coordinator Premium

Whereas the Association and the Council have discussed establishing a role and premium for a Foreman Coordinator.

And whereas they have concluded that establishing such a role and associated wage premium is warranted and necessary:

And whereas they have agreed on wage premiums and other conditions of employment for a Foreman Coordinator.

And whereas they have agreed this role and premium will be in place only for the construction of the Keeyask Generating Station and Keewatinohk Converter Station.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. That the role of, and wage premium for, a Foreman Coordinator is to be added to Appendix 4 – Carpenters (section 4) with the following description and wages.

   **Foreman Coordinator:**
   When the contractor appoints a working Foreman Coordinator, s/he shall be paid the percentage set out below above the Certified Carpenter Journeyman rate.

   22% above Certified Journeyman rates, per following:

   |
---|---|---|---|---|
January 20, 2017 | May 1, 2017 | May 1, 2018 | May 1, 2019 |
| $43.29 | $44.44 | $45.73 | $47.08 |

2. That the identified span of control will be revised for ‘Lead Hands’ and ‘Foreman’, and a span of control will be added for ‘Foreman Coordinators’, as follows:

- Foreman Coordinators will be responsible for more than 30 workers
- Foreman will be responsible for supervising between 11 – 30 workers
- Lead Hands will be responsible for supervising up to 10 workers
Agreed to this ______ day of __________, 2017.

Allied Hydro Council of Manitoba  Hydro Projects Management Association

Sudhir Sandhu  Jason Peterson

Sean Ramsay  Dave Bowen
Burntwood Nelson Agreement – Schedules

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 52 – Labourer foreman coordinator

Re: Introduction of Premium to Appendix 1 Labourers – Foreman Coordinator Premium

Whereas the Association and the Council have discussed establishing a role entitled a Foreman Coordinator.

And whereas they have concluded that establishing such a role and associated wage premium is warranted and necessary:

And whereas they have agreed on wage premiums and other conditions of employment for a Foreman Coordinator.

And whereas they have agreed this role and premium will be in place only for the construction of the Keeyask Generating Station and Keewatinohk Converter Station.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. That the wage premium of a Foreman Coordinator is to be added to Appendix 1 – Labourers (section 4) with the following description:

   When a contractor appoints a working Foreman Coordinator, s/he shall be paid 20% over the wage of the highest classification level working under his/her direct supervision.

2. That the following span of control will be added for ‘Lead Hands’, ‘Foreman’, and ‘Foreman Coordinators’, as follows:

   - Foreman Coordinators will be responsible for more than 30 workers
   - Foreman will be responsible for supervising between 11 – 30 workers
   - Lead Hands will be responsible for supervising up to 10 workers

Agreed to this _________ day of ________, 2017.

Allied Hydro Council of Manitoba   Hydro Projects Management Association

Sudhir Sandhu                           Jason Peterson

Victor DaSilva                          Dave Bowen
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 53 – Duration of Isolation leave

Subject: Article 19.2.1.5 – Duration of Isolation Leave

WHEREAS all workers covered by the BNA have the right to take four (4) days of additional leaves in certain circumstances in accordance with Article 19.2.1.5;

AND WHEREAS the ability to request an additional four (4) days leave as of right in certain circumstances causes scheduling and productively issues;

AND WHEREAS all parties concerned accept the importance of rights under Article 19.2.1.5 and are committed to providing workers additional time off as and when essential to attend to family emergencies;

AND WHEREAS the Council is prepared to support the project by addressing scheduling and productively issues arising from the utilization of the four-day provision under Article 19.2.1.5;

NOW THEREFORE, in consideration of the above, the Association and the Council agree:

1. The following provisions set out at Article 19.2.1.5 shall be suspended for the duration of and effective dates of this Letter of Agreement:

   “Additionally, provided an employee requests same in writing at least fourteen (14) calendar days prior to the commencement of his Isolation Leave, the Contractor shall grant an additional four (4) calendar days leave without pay in the following circumstances:

   a) When the employee is eligible for his second consecutive Isolation Leave, and every second (2nd) consecutive Isolation Leave thereafter.

   b) When the employee is eligible for an Isolation Leave but elects to continue working and to defer commencement of the Leave for a period equal to the period the employee would have otherwise been required to work to be eligible for consecutive Isolation Leave.

   c) On other occasions the employee is eligible for an Isolation Leave, provided the Contractor and employee mutually agree.”

2. In order to establish efficient and productive work crews on the Keeyask Project, BBE Hydro Constructors LP (“BBE”), and their sub-contractors, shall apply LOA 36 sub-paragraph i) to all workers covered by an Appendix to the BNA whether or not the workers are covered by an Appendix which stipulates Isolation Leave frequency.
3. In carrying out the scheduling of Isolation Leaves referred to in paragraph 2 of this LOA, BBE shall make every effort to schedule all in-scope workers for travel on weekdays, which shall mean between Monday to Friday, with the sole exception of any unforeseen circumstances such as weather or other extenuating circumstances.

4. Notwithstanding paragraphs 1, 2 and 3 of this LOA, Contractors and Subcontractors will make every effort to grant additional leave requests by employees as stipulated under Article 19.3. Leave requests made under Article 19.3 shall be reasonably considered and granted provided the employee has submitted the request 49 calendar days prior to commencement of the requested leave. Unexpected leave requests for family emergencies shall be given priority and shall not be unreasonably denied.

5. Employees who are entitled to vacation time shall be required to request the said vacation at least 49 calendar days prior to the commencement of the vacation and shall be limited to taking 7 calendar days of vacation time between June 1st to October 31 of each year.

6. Employees returning from approved leave or vacation, may have their working rotation reduced by the equivalent number of days, at the contractors discretion, either at the beginning or end of their scheduled work rotation to enable the employee to remain on the same working crew.

7. For the purposes of paragraph 2 of this LOA, “calendar days” shall be calculated on the same basis as set out at Article 19.2.1.4 a). Specifically, the day on which an employee is scheduled to arrive in camp shall be deemed the first day of his/her rotation.

8. The LOA is subject to the termination clause and conditions of LOA 54 Article 3.

9. All requests for four additional days of leave pursuant to Article 19.2.1.5 approved prior to the effective date of this Letter of Agreement shall remain in effect.

10. The Letter of Agreement shall take effect on April 15, 2017.

Agreed to this ______ day of __________, 2017

Hydro Projects Management Association

Allied Hydro Council of Manitoba Hydro

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BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 54 – Work team / Composite crew

Subject: Work Team/Composite Crew

The Hydro Projects Management Association (HPMA) and the Allied Hydro Council (AHC), the “Parties”, are committed to working together to facilitate the safe and successful completion of the Keeyask Generating Station and Keewatinohk Converter Station (“the Projects”) within schedule and budget;

THEREFORE, the Parties agree as follows:

1. The HPMA and BBE Hydro Constructors (BBE) agree to suspend the implementation of LOA 41 (Work Teams), as it applies to BBE, to allow for meaningful engagement and discussions relating to seeking additional opportunities for project efficiencies. In exchange for this the AHC agrees to execute LOA 53 concurrent with the execution of this LOA.

2. The HPMA and BBE will work with the AHC to seek composite crew work arrangements to improve productivity and efficiencies. Composite crew opportunities may be identified by either party. Their implementation is subject to the mutual agreement of the parties. It is understood that any composite crew(s) in effect prior to the execution of this LOA 54 shall remain in effect and not be subject to the conditions of LOA 54.

3. The HPMA and AHC agree this LOA may be terminated by either party through the service of at least 180 days written notice to the opposing party. In the event of termination, HPMA and BBE reserve its right to execute LOA 41 and in such case the AHC reserves its right to terminate LOA 53. Both Parties agree that the notice to terminate shall not be given prior to September 30, 2017.

4. This Agreement shall come into full force and effect on April 15, 2017.

Agreed to this day of March 17, 2017

Hydro Projects Management Association           Allied Hydro Council of Manitoba Hydro
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 55 – Breaks

Subject: Article 15 - Breaks

WHEREAS the Association, the Council, the Contractors and the Unions (“the Parties”) are desirous of carrying out the work under the BNA in an manner which is orderly, harmonious, promotes productivity, is cost effective, and promotes favorable work practices;

AND WHEREAS it is agreed that the Parties desire is to assist Contractors with providing another option in the administration of coffee and lunch breaks;

Now therefore, in consideration of the above, the Association and the Council agree to add the following to Article 15:

15.7 Keeyask contractors may follow the express language of Article 15.5 and Article 15.6 of the BNA or, in lieu thereof, provide breaks in accordance with the following:

   a. One (1) paid break and one (1) unpaid break per shift, each of which shall be thirty (30) minutes in duration. The specific timing of each break shall be determined by the Contractor, acting reasonably.

   b. Employees shall be provided a total of thirty-five (35) minutes for each break including a maximum of five (5) minutes unpaid walking time between the workstation and the break location (the “Walking Time”). Employees must be back at their tools no later than thirty-five (35) minutes after the break commenced.

   c. The Contractor will extend the work day to a maximum of ten (10) minutes. This shall not attract shift premiums stipulated under the appendices.

   d. In all cases employees will remain actively engaged in work at their workstation until scheduled breaks begin and be at their workstation ready to resume work at the end of the break period. There will be no further extension of break time or Walking Time.

   e. Should the Contractor provide a third break as a result of overtime hours being worked, employees shall receive the allotted break time, plus an additional five (5) minutes unpaid walking time for each break.

   f. When an employees is required to work twelve 12 hours or more in any one day the Contractor shall abide by Article 9.8 of the BNA.
15.8 In accordance with 15.7, Contractors may revert to the provision of the BNA by providing the HPMA, AHC, and employees with twenty-one (21) working days’ notice of the change.

The effective date of this Letter of Agreement shall be mutually agreed to by the Parties but shall not be any later than 30 days from the signing of this Agreement.

Agreed to this 24 day of January, 2018

Hydro Projects Management Association
Allied Hydro Council of Manitoba Hydro

_____ Jason Peterson_____  _____Sudhir Sandhu_____

_____ Dave Bowen____  _____Heiko Wiechern____
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 56 – Trade Flexibility

Subject: Trade Flexibility

WHEREAS the Hydro Projects Management Association (the “Association”) and the Allied Hydro Council (the “Council”) are committed to working together to facilitate the safe and successful completion of the Keeyask Generating Station (the “Project”) within schedule and budget;

NOW THEREFORE, in consideration of the above, the Association and the Council agree to amend the BNA as follows:

1. The nature and flow of work may at times require employees to perform work that is not normally within the purview of an individual employee’s trade classification. To avoid material productive time losses per shift, a Contractor may assign an employee to perform work within the employee’s skills, abilities, qualifications and competencies that the Contractor deems necessary to achieve the efficiencies contemplated by the parties, regardless of the employee’s union affiliation or trade classification on a temporary or, where agreed in paragraph 3 on a permanent basis. Any assignment made under this Agreement shall be deemed not to be in a violation of Article 4 of the BNA and employees may not refuse such assignments on the basis that the work assigned to him belongs within the jurisdiction of another Union.

2. Subject to Article 5 of the BNA, nothing in this Letter of Agreement shall be used to materially reduce the relative proportions of any trades classification.

3. The following is a non-exhaustive list of Flex Assignments that the Contractor may assign to employees:

   a. De-watering – maintenance of de-watered areas (currently in place–permanent);
   b. Light Plants and Generators – maintenance of fuels and other products on various site light plants and generators (currently in place-permanent);
   c. Rock Crushing and Sand Processing – plant based production of concrete materials of rock and sand (currently in place-permanent);
   d. Maintenance Fuel and Lube – maintenance of fuels and other products on various vehicles and other equipment;
   e. Infrastructure Materials Delivery Team – delivery of various materials to and from lay down areas to production areas, and within production areas (currently in place–permanent);
   f. Formwork, Rebar, Embed, Placement (Clean up and fixes) -
   g. Batch Plant – operate and maintain the batch plant in the most timely and
Burntwood Nelson Agreement – Schedules

efficient manner possible;

h. Maintenance shop / Field mechanics – repairs and maintenance of light duty vehicles and heavy equipment, both in the maintenance garage, and in the field;

i. Forming and Stripping – receiving, hooking on, stripping, and releasing of formwork at various points of installation.

4. It is acknowledged that Flex Assignments are work dependent and may occur daily and within short succession of one another. It is further acknowledged that Flex Assignments will be made for the purpose of improving productive time in a fair, reasonable and good faith manner.

5. When an employee performs a Flex Assignment pursuant to this Agreement, he shall be paid based on his home classification’s rate of pay in accordance with the Appendix to the BNA that applies to his home Union.

6. The Council shall assign a Trade Flexibility Advisor to be the primary point of contact for matters concerning Flex Assignments. The Contractor will notify the Council’s designated Trade Flexibility Advisor of any Flex Assignment being made as soon as is reasonably practical and in any event no later than the end of the working day in which the Flex Assignment occurred.

7. If a Contractor experiences lacking cooperation related to Flex Assignments, the Contractor shall immediately notify the Council’s designated Trade Flexibility Advisor and the employee’s affiliated union such that the Trade Flexibility Advisor and/or Union may counsel the employee(s). Nothing in this Article restricts the Contractor’s right to implement corrective or non-corrective action. Up to and including termination of employment, to the employee in response to his behavior.

8. BBE Hydro Constructors’ (“BBE”) right to utilize Letter of Agreement 41 (Work Teams) and Letter of Agreement 54 (Composite Crews) is hereby suspended.

9. Nothing in this Agreement alters work assignments resulting from the operation of Article 4 of the BNA. However, Flex Assignments made pursuant to this Letter of Agreement are deemed not to be in violation of Article 4 or Article 8 of the BNA or any other document governing the division of work between unions or trades, including the Green Book, and may not be challenged by the Council or any of its member Unions Affiliates under the BNA or any other forum.

10. Starting the month following the month in which this Agreement is executed, the Association shall provide the Council $10,000.00 per month (the “Monthly Funding”) for as long as the Agreement is in force. This funding will be made in concert with, and in addition to, Letter of Agreement 39 of the BNA.
11. After every third payment of the Monthly Funding the Council will provide the Association with a receipt reflecting the Monthly Funding received in the previous three months.

12. The Council must use the Monthly Funding to employ a Flex Assignment Advisor. That Advisor will be identified as a site position and work a scheduled rotation set by the Council.

13. The Flex Assignment Advisor shall:

   Role and Function

   • Educate employees on the principles of the BNA; specifically, with respect to the application of trade flexibility on the Project and LOA 56, as detailed below.

   • Relay the expectations of the Project’s owner, the Association, the Contractor and the Council with respect to the performance of Flex Assignments.

   • Provide visible site based representation to each of the Unions while ensuring the benefits of productivity and efficient time management are fully achieved through the appropriate utilization available labour.

   • Jointly identify workplace opportunities for improved productivity and efficiency in the utilization of labour based upon individual skills, capability and competencies regardless of jurisdictional assignments.

   Reporting Structure

   • The Flex Assignment Advisor shall report to the Council’s CEO.

   • Have authority to liaison, coach and advise all Parties, subject to the ultimate authority of the incumbent and each individual Union.

   • Have no traditional Labour Relations responsibilities or vested authority under the BNA as a Site Representative.

   • Be independent of any Union so that information can be represented without bias.
Duties and Accountabilities

- Provide new and existing employees an overview of LOA 56 and the Contractor's ability to implement Flex Assignments on the Project. Specific attention and education of new/existing employees, including out of province employees operating on travel cards will be paramount to avoid jurisdictional disputes.

- Educate employees on, and promote the Flex Assignment model’s execution on the Project site, the drivers for it (trade pride; demonstration of quality, adaptability and value provided by provincial building trade affiliates) and the expectation of employee support and adherence to its principles.

- Participate in joint planning and development of the Flex Assignment roll out program advising on the documents provided by Contractors, Manitoba Hydro, the Association.

- Provide Contractor, Manitoba Hydro and the Association with any and all presentations and documentation prepared by the Council and the Trades Flexibility Advisor for their respective review.

- Actively participate with project leadership in the joint identification and realization of opportunities to obtain ‘best for project’ outcomes as they relate to both direct and indirect labour and material management programs.

- Provide professional assistance and support in the communication of the progress and status of the Flex Assignment program to key stakeholders.

- Make themselves available to attend scheduled and ad-hoc meetings, specific to BBE Hydro Constructors, including but not be limited to:
  - Daily
    - POD (Plan Of the Day)
    - Superintendent activity and planning review
  - Weekly
    - Management
    - BBE Stewards
  - Monthly
    - Project progress and challenges discussion (general) with MH/HPMA/AHC/BBE
Burntwood Nelson Agreement – Schedules

- Monthly (min TBD may move to alternating)
  - Forum with AHC/Affiliate Unions/HPMA/MH/BBE and/or other BBE Sub-Contractors

Goals and Expectations

- Support the implementation of the existing nine (9) initial combined crew efficiency programs and facilitate and identify future opportunities within the Powerhouse structure (and other identified facilities);

Benchmarks and Feedback

- Provide the following benchmarks and feedback:
  - the number of confirmed crew efficiencies implemented (from the existing nine (9) currently in process);
  - demonstrated performance improvement as a result of implementing the new role; and
  - continued Labour Relations harmony in concert with improved productivity.

15 In the event the Association terminates this Letter of Agreement pursuant to this paragraph, it may cease Monthly Funding Payments effective the date of termination, except that it shall provide the Council with a pro-rated Monthly Funding Payment for the month in which termination of this Letter of Agreement occurred.

16 Prior to the implementation of the Letter of Agreement, and every six months thereafter the Association shall provide the Council with its latest projected workforce estimates by trades classification. The Association shall continue to provide the Council the actual hours utilized by each trade classification on a quarterly basis.

17 The Association and Council agree this Letter of Agreement may be terminated by either party through the service of at least 180 days written notice to the other party. Both parties agree that the notice to terminate the Letter of Agreement shall not be given prior to July 1, 2019.

18 The effective date of this Letter of Agreement shall be mutually agreed to by the parties but shall not be any later than 30 days from the signing of this Agreement.
Burntwood Nelson Agreement – Schedules

Agreed to this ______ day of __________, 2018

Hydro Projects Management Association

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Allied Hydro Council of Manitoba Hydro

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BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 57 – Cancel LOA No 39

Subject: Project Labour Management Services Agreement LOA 39

The Association and the Council hereby rescind and replace Letter of Agreement 39 with Letter of Agreement 58.

Agreed to this 24 day of January, 2018.

Hydro Project Management Association       Allied Hydro Council of Manitoba

______ Jason Peterson ___________    __ Sudhir Sandhu ___________

______ Dave Bowen ___________    __ Heiko Weichern ___________
 Burntwood Nelson Agreement – Letters of Agreement

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 58 – Project Labour Management Services Agreement

*** Note – See Letter of Agreement #57, for additional information regarding Letter of Agreement 39 and 57 (Management Agreements)

Subject: Project Labour Management Services Agreement

WHEREAS the Council will be the largest supplier of skilled and support labour to contractor members of the Association for construction of Keeyask Generating Station (Keeyask) and Keewatinohk Converto Station (Keewatinohk), collectively referred to as the Projects;

AND WHEREAS the Association will depend on the efficient supply of qualified labour primarily from members of the Council;

AND WHEREAS the Association and the Council share a mutual interest in the successful and timely completion of the Projects;

AND WHEREAS the Association will require support from the Council in addressing significant project issues such as Aboriginal employment, workplace training, including safety, efficient management of labour issues and managing project labour flow to achieve highest possible efficiency and productivity;

AND WHEREAS the capacity of the Council to support project schedules and delivery objectives is a function of available resources;

AND WHEREAS the Council is currently funded through dues levied on its members assigned to work at the Projects with such dues only being sufficient for service delivery for members;

AND WHEREAS the business relationship between the Association and the Council makes no allowance for project related services provided by the Council, which benefit the Association and Manitoba Hydro;

AND WHEREAS the Council and their Affiliate Unions shall take all reasonable measures and exercise best efforts to ensure the successful implementation and ongoing operation of: LOA 55 – Work Breaks and LOA 56 - Trade Flexibility;

Now in consideration of the foregoing, the Association agrees to provide direct funding to the Council in accordance with the provisions contained herein.

1. The Council shall administer the funds as set out in paragraph 2 below, as it deems appropriate for initiatives that benefit the Projects. The Council undertakes to only use the funds for services rendered to benefit the Projects and may include the following:

   a) Maintain personnel resource capacity to support the Projects’ labour relations in a timely and efficient manner.
b) Offer a Supervisory Training Program with an objective of providing supervisors with skills, tools and knowledge to maximize the performance of their team in the areas of safety, quality and production while maintaining a work environment based on trust, respect and accountability.

c) Develop and implement training to provide the skills to resolve issues before they become a grievance and to utilize the grievance process as a positive tool to resolve issues without undue resort to arbitration. Other stakeholders will also support this aim. The funds will not be utilized to pay for expenses arising from the arbitration process, nor for any purpose that is contrary to the provisions of the *Manitoba Labour Relations Code*.

d) Develop internal capacity in the Council to support various Association initiatives that will benefit the Projects including workplace safety, respectful workplace policies, diversity and Aboriginal employment initiatives and effective project management.

e) Develop and maintain systems to enhance coordination and communication between its affiliated unions to reduce process delays in matters of importance to the Association, Manitoba Hydro and individual Contractors.

f) Develop capacity to maintain closer liaison between the Association, Contractors and affiliated unions to support timely and efficient labour supply in accordance with the Projects’ requirements.

g) Implement systems to maintain closer and more regular contact with the Projects’ labour, pre and post-employment, to emphasize and communicate project related issues.

h) Such further and other initiatives related to the success of the Projects, and the advancement of the relationships between the Council, Association, affiliated Unions and effected contractors.

2. The Association shall provide funding to the Council as per the schedule below:

<table>
<thead>
<tr>
<th>AHC Administrative Funding</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>TOTAL (over 5 years)</th>
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<td>$230,000</td>
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</table>

<table>
<thead>
<tr>
<th>AHC Administrative Funding</th>
<th>2018*</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>Total (over 4 years)</th>
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<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

*Due 60 days past the signing of this LOA
Burntwood Nelson Agreement – Letters of Agreement

3. No later than 60 calendar days from the commencement of each calendar year of this Agreement, the HPMA shall provide the annual funding herein to the Council. No later than 30 calendar days from the commencement of each calendar year of this Agreement the Council shall, by letter, outline in reasonable detail the services rendered by the Council to benefit the Projects in the previous year and services planned to be rendered to the benefit of the Projects in the subsequent year. Further the Council shall provide such assurances as may be necessary indicating that its use of the funds has been in accordance with this Agreement.

In the event of a disagreement in respect of the advancement of funds or of the reporting obligation of the Council, either Party may give a notice to the other to settle the dispute, in an expeditious, final and binding way as per Article 4.10, by referring the matter in writing to the panel established under Article 4.8. The panel shall follow the procedures as set out in Article 4.11(b). The Parties agree that in the event of a dispute, to make best efforts to resolve the dispute failing which they shall cooperate to schedule and complete such an expedited resolution process.

4. The funding agreement shall expire upon the provision of the final Council report in 2021 and shall only be renewed by mutual agreement of the Association and the Council.

5. In the event that the Projects are cancelled this LOA shall become null and void.

Agreed to this 24 day of January, 2018

Allied Hydro Council of Manitoba          Hydro Project Management Association

_______Jason Peterson____________       __Sudhir Sandhu__________

_______Dave Bowen_______________       __Heiko Wiechern________
BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 59 – Appendix 8A – Cement Masons Apprenticeship changes

Subject: Article 8A – Cement Masons – Adjust Apprenticeship Training levels

WHEREAS Hydro Projects Management Association (the “Association”) and the Allied Hydro Council (the “Council”) have discussed amendments to regulations for the trade of Cement Masons.

And whereas they have concluded the amendments of Cement Masons Apprentices is warranted and necessary.

And whereas they have agreed on the necessary changes to apprenticeship levels, wage rates and other conditions of employment for Cement Masons Apprentices.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

10. Appendix No. 8A is hereby amended to delete the following from Section 3:

   ii) The scale of wages for apprentices shall be:
       
       Level 1 - 60% of the Journeyman's rate
       Level 2 - 70% of the Journeyman's rate
       Level 3 - 85% of the Journeyman's rate

11. Appendix No. 8A is hereby amended to add the following to Section 3:

   iii) The term of apprenticeship in the trade is two levels, with each level consisting of a period of at least 12 months during which the apprentice must complete 1,800 hours of technical training and practical experience.

   iii) The scale of wages for apprentices shall be:

       Level 1 (0-1800 hrs) - 65% of the Journeyman's rate
       Level 2 (1801 – 3600 hrs) - 80% of the Journeyman's rate
12. Further, the following addition has also been made to Section 3:

   (c) Pre-apprentice;

   iv) The contractor may employ one (1) pre-apprentice for each Journeyperson employed.

   v) Pre-apprentices may be employed for a maximum of 500 hours. The employer shall maintain a log book for all hours worked as a pre-apprentice. The contractor shall forward a copy of the employee’s log book to the union upon their request.

   vi) The wage scale of pre-apprentices shall be;
       First 500 hours (55% of the Journeyperson rate.)

13. Appendix No. 8A is hereby further amended to add the following to Section 6:

   (c) Employee contributions for pre-apprentice workers shall be optional.

Agreed to this __19____ day of _December_, 2018.

Allied Hydro Council of Manitoba   Hydro Projects Management Association

                                                                                     Sudhir Sandhu             Jason Peterson
                                                                                     George Emery             Dave Bowen
BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 60 – Workers United – Pension deduction changes

Subject: Appendix No. 16 – Workers United, Local 206 - Caters

Whereas the Council and Local 206 has advised the Association that the employee contribution of the Pension Fund is no longer an eligible deduction under the Plan;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

14. Appendix No. 16 of this Agreement is hereby amended to the following:
   a) That the employee contribution of $0.20 (twenty cents) per hour shall cease to be a deduction on March 3, 2019
   b) The employer contribution under Section 7b) shall be reduced to $0.65 (sixty-five cents) per hour, in accordance to Section 12.2.1.

Agreed to this ________ day of February, 2019.

Hydro Projects Management Association  Allied Hydro Council

Jason Peterson  Sudhir Sandhu

__________________________________________

Andy Spence
Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

And whereas they have concluded that there is a shortages of job qualified workers in the below Classification and the present wage rate requires to be enhanced in order to attract and retain job qualified workers;

That LOA 30 shall be deemed to be null and void as the wage adjustments for Powderman and Drillers have been formally incorporated into Appendix 1 Section 4. Subsequently, the wage rate noted below for Blasters shall continue to be escalated based on the CLRAM reference agreements to be negotiated in 2019.

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree to the following for the remainder of the Keeyask Projects:

1. Effective April 21, 2019, the wage rate for the following classifications in Appendix 1, Labourers, shall be enhanced to the following:

   April 21, 2019

   Blaster (with Provincial Blaster Certificate) $41.30

Agreed to this 12th day of April, 2019.

Allied Hydro Council of Manitoba Hydro Projects Management Association
Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

And whereas they have concluded that there is a shortages of job qualified workers in the below Classification and the present wage rate requires to be enhanced in order to attract and retain job qualified workers;

And Whereas the HPMA and BBE recognize that this work is the proper jurisdiction of the Operating Engineers (OE);

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree to the following for the remainder of the Keeyask Projects:

1. Effective June 30, 2019, the wage rate for the following classifications in Appendix 2a Group 18, shall be amended to the following:

   June 30, 2019
   
   Group 18
   Heavy Duty Diesel Mechanics
   a) with a certificate of qualification $ 41.19
   b) without a certification of qualification $ 38.77

2. Effective June 30, 2019 a new classification will be added to Group 18:

   c. with Licensed Service vehicle $70.00 per hour * i, ii

   i. This per hour add-on is not subject to the conditions of Appendix 2a: sections 5, 6, 7, 8, or 9. Furthermore, it is agreed that the add-on is not subject to Schedule C (calculations of union dues) or LOA 35 Completion Bonus.

   ii. Individuals under this classification shall be required to supply their own Licensed Service vehicle which will have the following minimum equipment items in good working order:

   a. Service truck with GVW of 8.8tonne or greater
   b. Deck mounted, securable tool storage
   c. Powered crane with minimum capacity of 2,500LBS
   d. Air compressor (Minimum 30CFM) and associated hose-ware
   e. 12-24 volt battery booster/charger
   f. Oxy-Acetylene torches and gas retaining rack
   g. Arc welder with generator power capacity
   h. Air powered tools wrenches, sockets etc.
   i. Mechanical hand-tools (Metric and Imperial) required
iii. The contractor and individual hired under this classification shall meet upon arrival at the Project site to determine the following:

a. The contractor shall inspect and photograph the service truck to ensure it meets the qualifications as outlined under sub section ii and is in good working order;

b. The individual shall supply the contractor with a complete inventory of tools in compliance with Article 21. The Contractor shall not be responsible for any theft of tools. The individual employee must take all reasonable steps to secure them within the rig and hold his/her own insurance for same. Premiums being covered within the service truck rate.

3. Vendor Technicians/HD Mechanics - BBE Hydro Constructors LP has sub-contracted SMS and Toromont Cat who will perform regular maintenance work outside of their current warranty work of the Kamatsu and Cat fleet vehicles. These subcontracted third party service providers will be limited to four rigs to conduct their operations (two day shift two night shift). Work may be performed both in the workshop and in the field. The OE agree to the use of the third party service providers on a without precedent and prejudice basis for any other purpose other than the intent of this LOA.

4. BBE agrees to pay a $250.00 (two hundred and fifty dollars and zero cents) permit fee per vendor service vehicle per week on the 15th of every month, beginning from January, 1, 2019 until the requirement of supplemental rig units is no longer required. This fee will be paid directly to OE 987.

5. The permit fee under section 4 shall remain in effect until December 31, 2020 or upon 30 days’ notice of cancellation.

6. The HPMA, AHC and OE agree to discuss the applicability and the terms of the LOA prior to October 1, 2020 to determine if it should be renewed for another year. If the Parties do not engage on or before the October 1, 2020 the LOA shall automatically be considered null and void as of Dec.31, 2020 (for all provisions of the LOA including the use of the third party service providers).

Agreed to this _______ day of June, 2019.

Allied Hydro Council of Manitoba                             Hydro Projects Management Association

__________________________________                             ______________________________________

__________________________________                             ______________________________________
Available in accessible formats upon request.