

BURNTWOOD/NELSON AGREEMENT

**Revision 4
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BURNTWOOD/NELSON AGREEMENT

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BURNTWOOD/NELSON AGREEMENT

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.

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.

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

A G R E E M E N T

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;

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.

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).

whichever date occurs last.

1.2 This Agreement may be terminated, extended or amended, by mutual agreement of the Parties.

ARTICLE 2 - SCOPE AND RECOGNITION

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 railspur to Kelsey if either the road or the railspur 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;
- 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;
- 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 endeavour 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

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 12.1.1.3.1., 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

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, Metis, 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 persons 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

- 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 shall receive a minimum of two (2) hours pay at his straight time rate.

ARTICLE 17 - STATUTORY AND GENERAL HOLIDAYS

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, co ordinate 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 co ordinate 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

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:

Location of a Person's Normal Place of Residence	T.D.P. or Method of Determining T.D.P.
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 52 nd parallel on the west side of Lake Winnipeg, or south of the 53 rd parallel on the east side of Lake	Winnipeg

Location of a Person's Normal Place of Residence	T.D.P. or Method of Determining T.D.P.
Winnipeg, but including the Community of Poplar River.	
b) Where a person's normal place or residence at time of hire or rehire is located, in Manitoba, in an area, other than the area described in (a) above.	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).
c) Where a person's normal place of residence at time of hire or rehire is located outside of Manitoba.	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.

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 1, 2009, Thirty-three cents (\$0.33) 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:

Regular Bus Fare - Wpg. to Thompson - Jan. 1 - Current Year x .28¢

\$86.40 (April 30 2003 Greyhound rate)

= 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.

19.1.2.5.2 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.

19.1.2.5.3 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.

19.1.2.6 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.

19.1.2.7 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.

19.1.3 Lay-off

19.1.3.1 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)

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:

No. Of Calendar Days of Employment Measured from the Employees return from Isolation Leave	Amount to be Deducted
a) Less than twenty-one (21) calendar days	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.
b) Twenty-one (21) to thirty (30) calendar days inclusive	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.

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.

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

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

APPENDIX NO. 1 - Labourers

MANITOBA HYDRO PROJECT CONSTRUCTION AND SPECIALIZED WORKERS
(LABOURERS)

Local Union 1258

BURNTWOOD/NELSON AGREEMENT

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.

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Appendix No. 1

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)

	Effective		
	September 26, 2007	May 1, 2008	May 1, 2009
Blaster (with Provincial Blaster Certificate)	20.51	21.28	22.08
Powderman	20.22	20.98	21.77
Driller – Diamond, Wagon & Air Track Etc.	20.22	20.98	21.77
Rock Scaler (Vertical Faces)	20.03	20.79	21.57
Jackhammer & Air Tool Operator	20.03	20.78	21.57
Concrete Worker:			
a) Vibrator Operator – 4" and over	20.41	21.19	21.98
b) Vibrator Operator - under 4"	20.13	20.90	21.68
c) Screedman, Floatman	20.04	20.80	21.58

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	Effective		
	September 26, 2007	May 1, 2008	May 1, 2009
Small Mixer Operator (including operators of grout mixers and gunnite tools) and Mortarman	19.44	20.17	20.93
Pipelayer, Caulker on Tile and Concrete Pipe	19.44	20.17	20.93
Portable Compressor & Small Pump Operator (2" discharge and under)	19.31	20.04	20.80
Driller's Helper	19.26	19.99	20.74
General Construction Labourer:			
a) With six (6) months or more accumulative experience on building construction in the industrial, commercial or institutional sectors.	19.79	20.54	21.31
*b) With less than six (6) months experience	17.65	18.32	19.00
Heavy Construction Labourers	16.88	17.52	18.18
Flagman, Spotter	14.43	14.97	15.54

* 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, the employee so appointed shall be paid a minimum of one dollar (\$1.25) per hour above the highest classification under his supervision.

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:

1 - 200 hours	60 %
201 - 400 hours	70 %
401 - 600 hours	80 %
601 or more hours	90 %

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 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;

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- 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 percent (4%) of his standard hourly rate for each hour worked. The employee shall be paid this amount every payday. In the event the Government of Manitoba enacts a General Holiday for February, the above-noted percentage shall be raised to four and a half per cent (4.5%)

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.

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The Contractor's contribution shall be:

Effective September 26, 2007 \$1.99 per hour

The Employee's contribution shall be:

Effective September 26, 2007 \$0.55 per hour

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:

Effective September 26, 2007 \$0.40 per hour

The Employee's contribution shall be:

Effective September 26, 2007 \$0.70 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.

8. Trusteed Training Fund Provision

Provided:

- a) The Local Union to which Labourers belong establishes a trusteed training fund, and;

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- 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 trusted 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 trusted 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. 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.

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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

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.

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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)

Effective	(1) Starting Rate	(2) Rate After 90 Days
September 26, 2007	\$11.25	\$11.78
May 1, 2008	\$11.63	\$12.18
May 1, 2009	\$12.02	\$12.59

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.

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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 percent (4%) 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. In the event the Government of Manitoba enacts a General Holiday for February, the above-noted percentage shall be raised to four and a half per cent (4.5%).

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 Provision

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).

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

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

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4. Wages

Wage Rates shall be as follows:

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

a)	<u>Whirley, Tower, Climbing and Powerhouse Overhead Bridge Crane Classifications</u>	Effective July 1, 2006
i)	Operators of Whirley, Climbing, a Tower Crane over 17 Tons	\$27.18
ii)	Operators of all Powerhouse Overhead Bridge Cranes and Operators of Climbing and Tower Cranes up to 17 Tons	\$26.27
b)	<u>Mobile and Crawler Crane Classifications</u>	Effective July 1, 2006
	Operators of Mobile and Crawler Cranes of 151 ton and up to and including 200 ton capacity (Operators of Mobile and Crawler Cranes over 200 ton capacity, shall be paid a premium of 1 cent per hour for every ton over 200 tons while operating such capacity cranes)	\$27.18
	Operators of Mobile and Crawler Cranes of 100 ton and up to but not including 151 ton capacity	\$26.57
	Operators of Mobile and Crawler Cranes of 60 Tons and up to but not including 100 ton capacity	\$26.27
	Operators of Mobile and Crawler Cranes of 36 ton and up to but not including 60 ton capacity	\$25.85
	Operators of Mobile and Crawler Cranes of 16 ton and up to but not including 36 ton capacity	\$25.39
	Operators of Mobile and Crawler Cranes up to but not including 16 tons	\$24.38

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c) <u>Boom Truck Hoist Classifications</u>	<u>Effective July 1, 2006</u>
Operators of Boom Truck Hoists over 13,600 kgs. (15 tons)	\$25.38
Operators of Boom Truck Hoists 7,300 kgs. (8 tons) to 13,600 kgs. (15 tons)	\$23.50

Note: The above classifications include operators of cranes converted for placing of concrete (creter or similar) and cranes adapted for piledriving and foundation boring.

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 Lattice Boom (Conventional Crane) Premium

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:

<u>Mobile and Crawler Crane Capacity</u>	<u>Premium</u>
- up to but not including 60 ton capacity	\$1.50
- 60 ton capacity and over	\$2.00

4.3 Crane Foreman

When the Contractor appoints a Crane 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.

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:

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0 - 1700 hours	- 55% of Mobile Operators (up to but not including 16 tons) rate
1701 - 3400 hours	- 65% of Mobile Operators) up to but not including 36 tons) rate
3401 - 5100 hours	- 75% of Mobile Operators (up to but not including 36 tons) rate
New Journeyman (0 – 999 hours)	- Base rate for applicable classification less \$1.00 per hour

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:

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

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.

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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 completed 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 percent (10%) of his gross wages (i.e., straight time and overtime wages) of which four percent (4%) 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.

The Contractor's contribution shall be:

- Effective July 1, 2006, \$5.25 per hour

The employee's contribution shall be:

Nil.

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(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 July 1, 2006, \$1.50 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 July 1, 2006 - 61¢ 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 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.

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, 40 to 99 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, 16 to 36 ton 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.

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- 11.7 Notwithstanding anything contained in this Agreement or in this Appendix, in the event that the wage rate for Class 4, 60 to 99 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).

APPENDIX NO. 2a - Equipment Operators

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local Union 987
Equipment Operators and Allied and Support Services

BURNTWOOD/NELSON AGREEMENT

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.

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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.

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4. Wages

Wage rates shall be as follows:

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

CLASSIFICATION	EFFECTIVE			
	May 1, 2008	May 1, 2009		
<u>GROUP 1</u> Operators of shovels, clamshells and draglines: a) 10 cu.yd. and up to and including 15 cu.yd. b) 5 cu.yd. and up to but not including 10 cu.yd. c) under 5 cu.yds.	\$25.15 \$24.66 \$23.99	\$26.28 \$25.73 \$25.08		
<u>GROUP 2</u> Operators of backhoes and gradalls: a) 10 cu.yd. and up to and including 15 cu.yd. b) 5 cu.yd. and up to but not including 10 cu.yd. c) 2½ cu.yd. and up to but not including 5 cu.yd. d) under 2½ cu.yd.	\$24.71 \$23.99 \$22.46 \$21.14	\$25.83 \$25.08 \$23.49 \$22.07		
<u>GROUP 3</u> 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 b) 5 cu.yd. and up to but not including 10 cu.yd. capacity c) under 5 cu.yd. capacity	\$22.07 \$20.93 \$20.33	\$23.09 \$21.86 \$21.28		
<u>GROUP 4</u> 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)	\$21.28	\$22.26		

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CLASSIFICATION	EFFECTIVE			
	May 1, 2008	May 1, 2009		
b) D-9 or under, (or equivalent)	\$20.81	\$21.79		
<u>GROUP 5</u> Operators of self-propelled wheeled type scrapers (all types):				
a) 30 cu.yd. and up to and including 45 cu.yd.	\$20.76	\$21.69		
b) under 30 cu.yd. capacity	\$20.10	\$21.00		
<u>GROUP 6</u> Operators of batch plants:				
a) over 200 cu.yd. per hour rated capacity	\$23.94	\$24.98		
b) over 100 cu.yd. per hour including 200 cu.yd. per hour rated capacity	\$22.33	\$23.31		
c) over 50 cu.yd. and up to and including 100 cu.yd. per hour rated capacity	\$20.69	\$21.60		
d) 50 cu.yd. rated capacity and under	\$19.94	\$20.83		
<u>GROUP 7</u> Operators of crusher, screening and washing plants with rated capacity:				
a) 100 cu.yd. per hour and up	\$20.76	\$21.69		
b) under 100 cu.yd. per hour	\$20.10	\$21.00		
<u>GROUP 8</u> Operators of conveyor belts and conveyor type loader (Barber Greene, Kohlman or similar types)	\$19.94	\$20.83		
<u>GROUP 9</u> Operators of inboard or outboard boats with motors rated:				
a) over 225 HP	\$20.28	\$21.18		
b) 225 HP and under	\$19.78	\$20.67		

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CLASSIFICATION	EFFECTIVE			
	May 1, 2008	May 1, 2009		
<u>GROUP 10</u> Operators of motor graders:				
a) Finishing	\$21.30	\$22.25		
b) Other	\$20.28	\$21.18		
<u>GROUP 11</u> Operators of truck-mounted foundation boring machines:				
a) over 100 HP	\$20.83	\$21.76		
b) 100 HP and under	\$20.10	\$21.00		
<u>GROUP 12</u> Operators of Forklifts and Dinky locomotives:				
a) Forklifts	\$19.94	\$20.83		
b) Dinky locomotives	\$20.76	\$21.69		
<u>GROUP 13</u> Operators of:				
a) Tuggers, powerhoists, and Bullmooses	\$21.30	\$22.25		
b) Electrical hoisting equipment, fixed or travelling, with remote or suspended controls, up to and including 30 ton capacity	\$21.30	\$22.25		
c) Boom Truck Hoists, including Hiabs, hydra lifts, or similar of less than 7300 kilogram capacity*	\$21.30	\$22.25		
<u>GROUP 14</u> Operators of grout plants, concrete pumps, air drills and diamond drills	\$19.85*+	\$20.74		

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CLASSIFICATION	EFFECTIVE			
	May 1, 2008	May 1, 2009		
<u>GROUP 15</u> Operators of self-propelled vibratory compactors and tractor hauled compactor units:				
a) over 100 HP	\$19.63	\$20.51		
b) 100 HP and under	\$19.20	\$20.06		
<u>GROUP 16</u> Air compressor attendants:				
a) 1000 CFM and over	\$19.63	\$20.51		
b) under 1000 CFM	\$19.20	\$20.06		
<u>GROUP 17</u> Pump attendants:				
a) 6" discharge and over	\$19.63	\$20.51		
b) 2" to under 6" discharge	\$19.20	\$20.06		
<u>GROUP 18</u> Heavy Duty Gas and Diesel Mechanics:				
a) with a certificate of qualification	\$25.81*+	\$26.92		
b) without a certificate of qualification	\$24.00*+	\$25.04		
<u>GROUP 19</u> Serviceman	\$20.76*+	\$21.69		
<u>Group 20</u> Drill Doctor (Drill Mechanic):				
a) Hydraulic Drills	\$23.52*+	\$24.55		
b) Airtrac Drills	\$23.44*+	\$24.46		
Bit Sharpener	\$21.14*+	\$22.07		

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CLASSIFICATION	EFFECTIVE			
	May 1, 2008	May 1, 2009		
<u>GROUP 21</u>				
Welders:				
a) CWB certified	\$24.75*+	\$25.82		
b) Non-certified	\$24.25*+	\$25.30		
<u>GROUP 22</u>				
Mechanic's helpers, welder's helpers, serviceman's helpers and oiler's	\$18.07	\$18.90		
<u>GROUP 23</u>				
Power Engineer:				
a) Third Class	\$21.24	\$22.18		
b) Fourth Class	\$20.69	\$21.60		

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.

***+ This classification is subject to the temporary wage enhancement outlined in Letter of Agreement No. 12.**

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.

1st year	-	60%
2nd year	-	70%
3rd year	-	75%
4th year	-	85%

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:

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.

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).

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- (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:

1 - 200 hours	60 %
201 - 400 hours	70 %
401 - 600 hours	80 %
601 or more hours	90 %

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 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.

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 percent (4%) of his standard hourly rate for each hour worked. This shall increase to 4.5% starting in February, 2008. 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:

- \$4.00 per hour.

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:

- \$1.30 per hour.

(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:
twenty-five 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:

Reference Classification	Weighting Factor
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.	25%
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.	25%
Journeyman Carpenter - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters, Local Union 343.	25%
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.

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- 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.

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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 only be 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.

APPENDIX NO. 3 - Teamsters, Chauffeurs, Warehousemen and Helpers

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

Local Union 979

BURNTWOOD/NELSON AGREEMENT

1. Hours of Work and Overtime

(a) Hours Monday through Friday

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

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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)

CLASSIFICATION	Effective May 1, 2008	Effective May 1, 2009
<u>GROUP 1</u> Belly dump trucks End-dumps (Rock Wagon) Euclid or similar Low Beds Wheeler tractor Hauling units	22.29	23.14
<u>GROUP 2</u> Semi-trailers Fuel Trucks	21.84	22.67

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A-Frame; Boom Truck Hoists, including Hiabs, Hydra lifts, or similar of less than 7300 kilogram capacity; Transit Mix Trucks Truck Mechanic * + Partsman		
<u>GROUP 3</u> Tandem Trucks Buses Forklifts Water Trucks Winch Trucks Truck Serviceman Warehouse person - after 6 months	21.46	22.27
<u>GROUP 4</u> Trucks under 5-ton rating Manhaul Trucks Passenger Vans Warehouse person - Starting Rate Swamp Buggy Mechanic's and Serviceman's helper	21.03	21.83
<u>GROUP 5</u> a) Boom Truck Hoists, including Hiabs, Hydro lifts, or similar of 13,600 kilogram capacity or greater (Operator must be certified or Apprentice)	24.09	25.01

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b) Boom Truck Hoists, including Hiabs, Hydra lifts, or similar of 7,300 kilogram to 13,599 kilogram capacity (Operator must be certified or Apprentice)	22.97	23.84
c) Utility Driver *	24.09	25.01

* 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.

*+ Truck Mechanic is subject to the temporary wage enhancement outlined in Letter of Agreement No. 12.

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).

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- (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:

1 - 200 hours	60 %
201 - 400 hours	70 %
401 - 600 hours	80 %
601 or more hours	90 %

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 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 percent (4%) of his standard hourly rate for each hour worked. This shall increase to 4.5% starting in February, 2008. The employee shall be paid this amount on his regular payday.

7. Health and Welfare and Pension Trust Funds

(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	May 1, 2007,	\$1.90 per hour.
	May 1, 2008,	\$1.95 per hour
	May 1, 2009,	\$2.00 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:

-	Effective	May 1, 2007,	\$2.45 per hour
		May 1, 2008,	\$2.55 per hour
		May 1, 2009,	\$2.65 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.

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:

Reference Classification	Weighting Factor
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	25%
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.	25%
Journeyman Carpenter - as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters, Local Union 343.	25%

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Reference Classification	Weighting Factor
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.	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 9.1.2.

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 a Pension Plan [see Section 7 (B)].
- 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.

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- 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

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, such time shall be paid at the rate of time and one-half of the regular straight time hourly rate.

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 ten (10) hours, and double of the regular straight time hourly rate shall be paid beyond ten (10) 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.

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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. Wages

Wages rates shall be as follows:

	May 1/2007	May 1/2008	May1/2009
Journeyman Carpenters (Certificate of Qualification, or Proficiency or Exemption)	25.70	26.70	27.70
Other Carpenters	24.70	25.70	26.70

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);

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- 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:

During first six months	60% of Journeyman's rate
During second six months	70% of Journeyman's rate
During second year	75% of Journeyman's rate
During third year	80% of Journeyman's rate
During fourth year	90% of Journeyman's rate

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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¢). Mid point results shall be adjusted upward to the next five cents (5¢).

Fifteen percent (15%)

A "Lead Hand" Journeyman Carpenter shall receive \$1.25 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.

4. Height Premiums

Employees covered by this Appendix working on swing stages or bosun chairs shall receive four percent (4%) of the certified Journeyman rate, in addition to his regular rate of pay.

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 favourable 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 (4%) of his standard hourly rate for each hour worked. The employee shall be paid this amount on his regular pay day. In the event the Provincial Government of Manitoba proclaims a holiday in the month of February, the above percent shall be increased to 4.5%.

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.

A) Carpentry Trade Pension Trust Fund (Manitoba):

Contractor's Contribution	Employee's Contribution
Effective May 1, 2007 - \$2.75 per hour	\$1.16 per hour
Effective May 1, 2008 - \$3.00 per hour	\$1.16 per hour
Effective May 1, 2009 - \$3.20 per hour	\$1.16 per hour

B) Local Union Welfare Trust Fund (Manitoba):

Contractor's contribution	Employee's Contribution
Effective May 1, 2007 - \$0.83 per hour	\$0.25 per hour
Effective May 1, 2008 - \$0.83 per hour	\$0.25 per hour
Effective May 1, 2009 - \$0.83 per hour	\$0.25 per hour

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.

Contractor's Contribution

Effective	May 1, 2007	30 cents per hr
Effective	May 1, 2008	30 cents per hr
Effective	May 1, 2009	30 cents per hr

Employee's Contribution

Effective	May 1, 2007	5 cents per hr
Effective	May 1, 2008	5 cents per hr
Effective	May 1, 2009	5 cents per hr

The total sum so collected shall be remitted to "The Carpentry Trade Improvement Committee" once each month, not later than the 10th 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. 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.

10. 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.

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 United Brotherhood of Carpenters and Joiners of America, Local Union 343 and the Construction Labourer 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 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 trustee 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;

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- l) The following trusted 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 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 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.

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- 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. 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 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 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 (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 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 double time rates until such time as an eight (8) hour break occurs.

4. Wages

Wage rates shall be as follows:

a) Journeyman Millwrights:

Effective	May 1, 2007	\$27.80
Effective	May 1, 2008	\$28.78
Effective	May 1, 2009	\$29.82

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.

Millwright Foremen shall be paid ten percent (10%) above the journeyman rate to the nearest five cents (5¢). Mid-point results shall be adjusted upward to the next five cents (5¢).

c) General Foreman

When the Contractor appoints a General Foreman and that person is responsible for sixty (60) or more Journeymen, he shall be paid a minimum of twenty-five percent (25%) above the Journeyman's rate. When a General Foreman is appointed and is responsible for less than sixty (60) Journeymen, he shall be paid fifteen percent (15%) above the Journeyman's rate.

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 percent (4%) of the employee's gross earnings for all hours worked. In the event the Provincial Government of Manitoba proclaims a holiday in the month of February, the above percent shall be increased to 4.5%.

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

Contractor's contribution

Effective	May 1, 2007	\$1.71
Effective	May 1, 2008	\$1.71
Effective	May 1, 2009	\$1.71

Employee's contribution

Nil

b) Pension Fund

Contractor's contribution

Effective	May 1, 2007	\$4.50
Effective	May 1, 2008	\$4.75
Effective	May 1, 2009	\$5.00

Employee's contribution

Nil

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

Contractor's contribution: 30 cents per hour worked

Employee's contribution: 5 cents per hour worked

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.

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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 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.

11. Tools

The following basic tools must be provided by the Millwright and the Apprentice, as described by his level:

	Description	
*1	6" or 8" Machinist Level	4th Year
*1	1" Outside Micrometer	4th Year
*1	12" Combination Precision Square	4th Year
*1	6" Precision Scale	3rd Year
*1	Universal test dial indicator set starett #196	4th Year
*1	50' Steel Tape	4th Year
*1	6" Vernier Calliper or dial caliper .001 scale	2nd Year
1	Set Feeler Gauge 3 ½ to 4" long	2nd Year
2	Plumb Bobs	3rd Year
1	Set Caliper up to 6"	3rd Year
1	10' Steel Tape	1st Year
1	Set Divider to 12"	3rd Year

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	Description	
1	Scriber	2nd Year
2	Ball Peen Hammers, 12 oz. and 32 oz.	1st and 2nd Year
1	1 lb. deal blow	3rd Year
1	Hack Saw	3rd Year
1	Set of Punch and Chisels	2nd Year
1	Pair Tin Snips (aircraft type)	2nd Year
1	Pair of Pliers – slipjoint, long nose, diagonal sidecutters	1st Year
1	Set Allen Head Wrenches to 3/8"	2nd Year
1	Set 1/2" Drive Sockets to 1 1/8"	1st Year
1	Set assorted Screw Drivers	1st Year
2	Pair Vice Grip Pliers	1st Year, 3rd Year
2	Tommy Bar	2nd Year, 3rd Year
1	Set Combination Wrenches to 1 1/8"	1st Year
1	Set Adjustable Wrenches to 12" (8", 10", 12")	2nd Year, 3rd Year, 4th Year
2	Tool boxes	1st Year, 3rd Year
2	Locks	1st Year, 3rd Year

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.

Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss, satisfactory to the insurance company. Such list must be submitted within ten (10) days of loss unless reason satisfactory to the insurance company can be shown for not having done so.

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 13.3);
- b) Shift premium but excluding any shift premium applicable to overtime hours;

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- 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 trustee 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 trustee 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 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 13.2.4).

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 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.

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.

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- 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 13.1 and 13.2 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.

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3. Wages

Wage rates shall be as follows:

		Effective May 21, 2007	Effective May 1, 2008	Effective May 1, 2009
a)	Certified Journeyman Painter	23.06	23.90	25.02

The above rates shall only apply to Certified Journeymen [i.e., a person who possesses an Inter-provincial Painters Certificate, a Certificate of Apprenticeship issued by a Provincial or Territorial Government or a Tradesman Qualification card (T.Q.) issued by a Provincial or Territorial Government.]

A non-certified painter shall have at least five years experience in the trade. The wage rate for a non-certified painter shall be 90% of the applicable journeyman's rate.

c) Foremen

When the Contractor appoints a working foreman, the foreman shall be paid a premium of seventy-five cents (75¢) per hour.

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 three (3) 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 percent (4%) 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. In the event the Provincial Government of Manitoba proclaims a holiday in the month of February, the above percent shall be increased to 4.5%.

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	June 1, 2007	95¢ per hour
Effective	May 1, 2008	\$1.00 per hour
Effective	May 1, 2009	\$1.05 per hour

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Health and Welfare 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
100 - 175 Hargrave Street
Winnipeg MB R3C 3R8

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 Pension Fund (Canada):

Effective	June 1, 2007 -	\$1.75 per hour
Effective	May 1, 2008 -	\$2.00 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:

34 Higgins Ave.
Winnipeg, Manitoba
R3B 0A5

Contributions shall be remitted by the 15th of the month following the month in which contributions were collected.

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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: 5 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:

	Description
	White Overalls
	Broad Knife (1 3" and 1 5" to 6")
1	Putty Knife
1	Scraper
1	Duster
1	Hammer
1	Nail Set
1	Phillips Screw Driver

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	Description
4	Robertson Screw Drivers (#1, 2, 3 & 4)
2	Flat Screw Drivers (large and small)
1	Hard Hat (approved under the Workplace Safety and Health Act)
1	Hand Sander
1	Pliers
1	Paint Brush spinner
2	Pot Hooks
1	Suitable Footwear (approved under the Workplace Safety and Health Act)

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.

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.

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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.

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- 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

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 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

<u>Effective</u> <u>June/07</u>	<u>Effective</u> <u>May 1/08</u>	<u>Effective</u> <u>May1/09</u>
\$24.30	\$25.41	\$26.82

b) Apprentices

1st period	-	1st 900 hours	-	50% of Journeyman's rate
		2nd 900 hours	-	55% of Journeyman's rate
2nd period	-	1st 900 hours	-	60% of Journeyman's rate
		2nd 900 hours	-	65% of Journeyman's rate
3rd period	-	1st 900 hours	-	70% of Journeyman's rate
		2nd 900 hours	-	75% of Journeyman's rate
4th period	-	1st 900 hours	-	80% of Journeyman's rate
		2nd 900 hours	-	85% of Journeyman's rate

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 (\$1.00) per hour in addition to his normal rate.

5. Height Premium

A premium rate of seventy-five (75) cents 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 straight time hours only, to a maximum of forty (40) hours per week. Employee contributions shall be collected at the source as a payroll deduction.

The Contractor's contribution shall be:

Effective	July 1, 2007	73¢ per hour
Effective	May 1, 2008	78¢ per hour
Effective	May 1, 2009	83¢ per hour

The Employee's contribution shall be:

22¢ 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:

Effective	July 1, 2007	\$1.35 per hour
Effective	May 1, 2008	\$1.60 per hour

Contributions are to commence only when the employee achieves the status of 3rd period 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:

Quantity	Description
1 pair	Hand Rubber Pads
1 set	Allen Keys
1 only	C Clamp
1 only	Centre Punch
1 only	Chalk
1 only	Chisel – Wood
1 only	Chisel – Cold

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Quantity	Description
1 only	1/2 Moon File
1 only	Bastard File
1 pair	Glass Pliers
1 only	Hacksaw Frame
1 only	Hammer – Claw
1 only	Hammer - Rubber or Plastic
1 only	Level - 24 inch Spirit
1 only	Measuring Tape - 25" or Equal in Metric
1 only	Nail Set
1 only	Paint Brush - 4"
1 pair	Pliers - Combination
1 only	Plumb Bob
1 only	Small Pry Bar
1 only	Putty Knife - Straight
1 only	Putty Knife - Bent
1 only	Razor Blade Scraper
1 only	Screwdriver - Rob. – Green
1 only	Screwdriver - Rob. - Red
1 only	Screwdriver - Rob. - Black
1 only	Screwdriver - Phil. - CP - 1
1 only	Screwdriver - Phil. - CP - 2
1 only	Screwdriver - Phil. - CP - 3
1 only	Screwdriver - Flat - 10"
1 only	Screwdriver - Flat - 8"
1 only	Screwdriver - Flat - 6"
1 only	Spanner Adjustable - 10"
1 only	Spanner Adjustable - 6"
1 only	Scribe
1 only	Square - Combination
1 only	Square - Bevel
2 only	Tap Handles - 1/4"
1 pair	Tin Snips
1 only	Tool Box with Lock
1 only	Utility Knife
1 only	Vice Grip

Expendable items relative to the above tool list shall be replaced and paid for by the contractor (e.g. hacksaw blades).

An apprentice shall be required to purchase the above tools during the first six (6) months of his apprenticeship.

The Contractor shall provide all power tools.

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;

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- 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 Carpet and Resilient Floor Tile Layers

Effective	May 21, 2007	\$23.25
Effective	May 1, 2008	\$24.28
Effective	May 1, 2009	\$25.34

b) Apprentices and Improvers:

First Level	-	55% of the Journeyman Rate
Second Level	-	70% of the Journeyman Rate
Third Level	-	87.5 % of the Journeyman Rate

(until achievement of Journeyman status)

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;

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- 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 (4%) 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. In the event the Provincial Government of Manitoba proclaims a holiday in the month of February, the above percent shall be increased to 4.5%.

5. Pension and Health and Welfare 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.

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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 6.1).

6. Escalation and Reference

6.1 Wage Rates

As provided in Section 6.2, 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.

6.2 Method of Calculating Percentage Adjustment of Classifications

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

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

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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.

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

6.2.2 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.

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

6.3 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.

6.4 The provisions of 6.1 and 6.2 above shall be adjusted by following the procedure set out in Article 30 of this Agreement.

6.5 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.

APPENDIX NO. 6 – Insulator Workers

INTERNATIONAL ASSOCIATION OF HEAT AND
FROST INSULATORS AND ASBESTOS WORKERS

Local Union No. 99

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 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, except as provided in Article 15.2, and on Sundays and 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 forty-five cents (\$0.45) 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 seventy-five cents (\$0.75) 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.

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3. Wages

Wage rates shall be as follows:

a) Journeyman Insulator

Effective September 10, 2007	\$24.35
Effective May 1, 2008	\$25.19
Effective May 1, 2009	\$26.39

b) Chargehand Premium

When the Contractor appoints a journeyman as a working chargehand he shall be paid, in addition to the journeyman's rate, the applicable amount set out below:

In charge of:

- Five (5) to ten (10) employees, \$1.00 per hour
- Eleven (11) or more employees, \$2.00 per hour

c) 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

The above rates are to be adjusted upwards or downwards to the nearest five cents (5¢).
Mid Point results shall be adjusted upward to the next five cents (5¢).

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 but not exceed the ratio of two (2) Journeymen to one (1) Apprentice.

When the Union is unable to supply competent and qualified Journeymen, contractors may use fourth year Apprentices to expedite the job.

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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 receive the following premium:

Over 45 feet = 5% of the regular hourly rate 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 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 percent (4%) of his gross 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 on termination of employment whichever day is the earlier. [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 September 10, 2007:

The Contractor's contribution shall be: \$0.45

The Employee's contribution shall be: \$0.45

Effective May 1, 2008:

The Contractor's contribution shall be: \$0.50

The Employee's contribution shall be: \$0.50

Effective May 1, 2009

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 September 10, 2007 \$2.30 per hour

The Employee's contribution shall be:

Effective September 10, 2007 10¢ 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:

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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 following basic tools must be provided by the employee:

	Description
	pliers and end snippers
	pointer and flat and gauging trowels
	scissors
	ruler
	saws - keyhole and handsaw
	knives
	hammer
	necessary variety of screwdrivers
	paste brush
	slicks
	springs or bands
	tin snips

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 Asbestos 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 hours;

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- 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.

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- 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 Lathers (Wood, Wire and Metal)

a) Journeyman Lather

Effective May 1, 2003 - \$22.50 per hour

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b) Working Foremen

When a working Foreman is appointed by the Contractor, the person so appointed must be a qualified Journeyman Lather and will be paid not less than seventy cents (70¢) per hour above the Journeyman's wage rate.

c) Apprentices

1st 6 months	(800 hrs)	-	50% of Journeyman's rate
2nd 6 months	(800 hrs)	-	60% of Journeyman's rate
3rd 6 months	(800 hrs)	-	65% of Journeyman's rate
4th 6 months	(800 hrs)	-	70% of Journeyman's rate
5th 6 months	(800 hrs)	-	75% of Journeyman's rate
6th 6 months	(800 hrs)	-	80% of Journeyman's rate
7th 6 months	(800 hrs)	-	85% of Journeyman's rate
8th 6 months	(800 hrs)	-	90% of Journeyman's rate

The ratio of Apprentice to Journeyman shall be one (1) for the job and thereafter one (1) for each additional Journeyman employed.

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 the purposes of computing Apprentice pay scales 1600 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 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.

d) Pre-Apprentices

Year 1	(1600 hours)	-	45% of Journeyman's rate.
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3.2 Drywall Applicators

a) Journeyman Drywall Applicator

Effective May 1, 2003 \$22.50 per hour

To receive the above rate(s) a Drywall Tradesman must have a certificate of qualification or proficiency from the Apprenticeship Training Division of the Department of Labour or must have been classified as a Journeyman Drywall Mechanic by the Drywall Applicator Classification and Grievance Board.

b) Working Foremen

When a working Foreman is appointed by the Contractor, the person so appointed must be a qualified Journeyman Drywall Applicator, and will be paid not less than seventy cents (70¢) per hour above the Journeyman's wage rate.

c) Apprentices

1st 6 months	(800 hrs)	-	50% of Journeyman's rate
2nd 6 months	(800 hrs)	-	60% of Journeyman's rate
3rd 6 months	(800 hrs)	-	65% of Journeyman's rate
4th 6 months	(800 hrs)	-	70% of Journeyman's rate
5th 6 months	(800 hrs)	-	75% of Journeyman's rate
6th 6 months	(800 hrs)	-	80% of Journeyman's rate
7th 6 months	(800 hrs)	-	85% of Journeyman's rate
8th 6 months	(800 hrs)	-	90% of Journeyman's rate

The ninety percent (90%) rate shall continue until the Apprentice passes his Journeyman examinations.

The ratio of Apprentices to Journeymen shall be one (1) for the job and thereafter one (1) Apprentice for each additional Journeyman employed by the Contractor at the trade.

d) Pre-Apprentices

Year 1 (1600 hours) - 45% of Journeyman's rate.

3.3 Drywall/Lather Trainee:

To encourage and promote the development of future tradesmen in the Drywall & Lather Industry, certain personnel may be employed in this category. In selecting candidates for these positions regard shall be given to future advancement in the trade. Persons with some experience in the trade wishing to enter the line of progression as an Apprentice, may do so at any time during his two (2) years as a trainee, and will have his time, wage and knowledge evaluated to establish an entrance level rating on the appropriate apprentice scale.

The following ratio for trainees shall apply:

one (1) trainee per job plus one (1) trainee for every eight (8) journeymen employed.

The rates of pay shall be:

Year 1	-	1st 1600 hours	-	\$7.00 per hour
Year 2	-	2nd 1600 hours	-	\$8.00 per hour

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 percent (4%) 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

Contractor's contribution	10 cents
Employee's contribution	70 cents

b) Pension Fund

Contractor's contribution	50 cents
Employee's contribution	80 cents

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

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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 Lathers:

	Description
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

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	Description
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) Lather 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 consist of the following:

	Description
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)
1	100' Extension Cord (Safety approved)

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c) Journeyman Drywall Applicators and Apprentices' Tools

	Decription
1	Tool Box 10" x 10" x 20" and Lock
1	Wallboard Saw
1	Wallboard Knife and Blades
1	Approved Wallboard Hatchet
1	Board Lifter
1	2' Level
1	Plumb Bob
1	Chalk Line and Dispenser
1	Cold Chisel
1	Hack Saw
1	16" x 24" Steel Square
1	Combination Screw Driver
1	Tool Pouch
1	Keyhole Saw
1	Sharpening Stone
1	Notched Adhesive Spreader (Approved Notches)
1	Hammer Type Stapler
1	Taper Punch
1	Pair of Aircraft Snips (Wiss)
1	Pair of Nippers
1	T Square
1	Set of Kwik Cutters
1	16' Measuring Tape (3/4")
1	Pair Safety Shoes
1	Pair Safety Goggles
1	Hard Hat
1	Screw Gun (Safety approved)
1	100' Extension Cord (Safety approved)

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 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;

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- 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. 8 - Plasterers

THE OPERATIVE PLASTERERS AND CEMENT
MASONS INTERNATIONAL ASSOCIATION

Local Union No. 334 (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 May 1, 2003 22.50 per hour

b) Working Foreman

When the Contractor appoints a working Plasterer Foreman, he shall receive a minimum of seventy cents (70¢) per hour above the Journeyman's wage rate.

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c) Apprentices

The wage scale for Apprentices shall be:

1st 6 months	(800 hours)	-	50% of Journeyman's rate
2nd 6 months	(800 hours)	-	60% of Journeyman's rate
3rd 6 months	(800 hours)	-	65% of Journeyman's rate
4th 6 months	(800 hours)	-	70% of Journeyman's rate
5th 6 months	(800 hours)	-	75% of Journeyman's rate
6th 6 months	(800 hours)	-	80% of Journeyman's rate
7th 6 months	(800 hours)	-	85% of Journeyman's rate
8th 6 months	(800 hours)	-	90% of Journeyman's rate

The 90% Journeyman's rate to continue until the Apprentice passes his Journeyman's examination.

- i) The contractor may employ one (1) Apprentice for the job and one (1) additional Apprentice for every four (4) qualified Journeymen regularly employed;
- ii) Apprentices shall serve five (5) years at the trade of plastering, and it shall be mandatory that all Apprentices attend such classes that are prescribed in the Manitoba Apprenticeship Act;
- iii) The contractor shall provide adequate training in all various forms of plastering in accordance with the Apprenticeship Act;
- iv) Apprentices will be used on plastering machines for normal apprenticeship training only.

d) Pre-Apprentices

Year 1	(1600 hours)	45% of Journeyman's rate.
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e) Plastering Trade Trainees/Helpers

The rate for experienced Plasterer's Helpers shall be:

Effective	May 1, 2003	-\$17.65
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The rate for a Trainee Plasterer's Helper shall be:

Year 1	(1st 1600 hours)	\$7.00 per hour
Year 2	(2nd 1600 hours and thereafter)	\$8.00 per hour

The Contractor may employ one (1) Plastering Trade Trainee/Helper for the job and one (1) additional Trainee/Helper for each additional 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.

	Description
	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.

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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

Contractor's contribution	10 cents per hour
Employee's contribution	70 cents per hour

b) Pension Fund

Contractor's contribution	50 cents per hour
Employee's contribution	80 cents per hour

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

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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:

	Description
	hawk
2	plastering trowels and point trowels
1	soft bristle brush for finishing work (minimum width 6")
1	small tool brush
	metal angle float
	wood float
1	carpet or sponge rubber float
	chalkline
	spirit level
	tinsnips
	square rule
	hatchet
	hammer
	saw
	browning brush
	mitre rod
	scratcher

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	Description
	foundation marker
	white coveralls

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;

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- 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 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. 8a – Cement Masons

THE OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL
ASSOCIATION

Local Union No. 334 (Cement Masons)

BURNTWOOD/NELSON AGREEMENT

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, 2003 \$21.75 per hour

b) Foreman

When the Contractor appoints a working foreman, he shall receive a minimum of seventy (70) cents per hour above the Journeyman's wage rate.

c) Apprentices

i) The Contractor may employ one (1) apprentice for every Journeyman employed;

ii) The scale of wages for apprentices shall be:

1st 6 months	-	65% of the Journeyman's rate
2nd 6 months	-	70% of the Journeyman's rate
3rd 6 months	-	75% of the Journeyman's rate
4th 6 months	-	80% of the Journeyman's rate
3rd year	-	90% of the Journeyman's rate

iii) 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;

iv) Apprentices shall provide the hand tools set out in the Tool Section of this Appendix;

v) Apprentices shall serve for a period of three (3) years at the trade before becoming Journeymen, unless they are credited with time by the Contractor Representative on the job jointly with the representative of the Union. Any time granted by the Joint Representatives shall be accepted by the Parties to this Agreement. If the Apprentice is transferred or finds work with another contractor, said contractor shall pay him in accordance with the time he has served and/or time originally granted by the Joint Representatives as shown by Union records and the apprentice's log book.

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.

A person who is not a Journeyman and who was not a Member of the Union on 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.

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

Contractor's contribution	10 cents per hour
Employee's contribution	70 cents per hour

b) Pension Fund

Contractor's contribution	50 cents per hour
Employee's contribution	80 cents per hour

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:

	Description
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 Wage Rates

The wage rate for the classification of Journeyman Cement Mason as set out in this Appendix will be adjusted by a percentage, equivalent to and effective on the dates of any adjustments in wage rates, calculated on a percentage basis, for the classification of Journeyman Plasterer which may be negotiated from time to time by the Operative Plasterers and Cement Masons International Association Local 334 (Plasterers) and the Plastering Trade Division of the Construction Labour Relations Association of Manitoba.

8.2 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 for the classification of Journeyman Plasterer by the aforementioned Parties.

- a) 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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- b) Pay in lieu of Holidays;
- c) Registered and trustee pension and health and welfare plans (subject to the restrictions set out in Section 8.2.1);

8.2.1 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.

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 8.1 and 8.2 above 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 .066 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 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. Wages

Wage rates shall be as follows:

3.1 Bricklayers and Masons

(a) Journeyman Bricklayers and Masons

Effective May 1, 2004 - \$26.35
Effective May 1, 2005 - \$26.60
Effective October 1, 2005 - \$26.85
Effective May 1, 2006 - \$27.10
Effective October 1, 2006 - \$27.35

(b) Bricklayer and Masonry Foreman

When the Contractor appoints a working foreman, that Foreman shall be paid an hourly rate ten percent (10%) above the Journeyman's rate, rounded to the nearest five (5) cents. Mid point results shall be rounded upwards to the next five cents (54).

(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
2nd year	70% of Journeyman's rate
3rd year	80% of Journeyman's rate
4th year	90% of Journeyman's rate

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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 fourth 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.

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

effective May 1, 2006
\$21.40/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:

1st year	50% of Journeyman's rate
2nd year	55% of Journeyman's rate
3rd year	65% of Journeyman's rate
4th year	75% of Journeyman's rate

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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.

(d) 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 percent (4%) 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.

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

Effective May 1, 2004 - \$1.00 per hour

Employee's
Contribution

nil.

(ii) Pension Contributions

	<u>Contractor's Contribution</u>	<u>Employee's Contribution</u>
Effective May 1, 2004	\$2.75 per hour	\$1.25 per hour
Effective October 1, 2004	\$3.00 per hour	\$1.25 per hour
Effective May 1, 2005	\$3.25 per hour	\$1.25 per hour
Effective October 1, 2005	\$3.50 per hour	\$1.25 per hour
Effective May 1, 2006	\$3.75 per hour	\$1.25 per hour
Effective October 1, 2006	\$4.00 per hour	\$1.25 per hour

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(b) Contributions for Stone, Tile and Terrazzo Trades

i) Health & Welfare Contributions

	<u>Contractor's Contribution</u>	<u>Employee's Contribution</u>
Effective May 1, 2006	\$1.05 per hour	80 cents per hour
Effective October 1, 2006	\$1.09 per hour	80 cents per hour

ii) Pension Contributions

	<u>Contractor's Contribution</u>	<u>Employee's Contribution</u>
Effective May 1, 2006	\$3.02 per hour	\$1.00 per hour
Effective October 1, 2006	\$3.27 per hour	\$1.00 per hour

Contributions to the Manitoba Multiple Trade Pension 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. 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.I.) and its members, the parties hereto agree that certain contributions hereinafter set forth shall be made to the M.M.I. and to the Union to promote such objectives.

The Contractor shall contribute the sum of sixteen cents (16¢) 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.I. 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.I.

9. 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 forty (40) calendar days for a first tour of duty, and after thirty-five (35) calendar days for each consecutive tour of duty thereafter.

The return transportation time period referred to in Article 19.2.1 for this Appendix No. 9 for Tilers, 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.

10. Tools

Journeymen and Apprentices shall supply the ordinary hand tools of the trade. The following tools shall be the minimum requirement for each and every Bricklayer.

- | | | | |
|---|--|---|-----------------|
| 1 | Brick hammer | 2 | Flat jointers |
| 1 | Mash hammer | 1 | Trowel |
| 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.

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Tilesetters shall provide the following tools:

Water level – 30’ long min.	Tool box c/w lock
Rubber mallet	Mortar hook
2’ aluminum level	Pliers
Wood saw	Plaster trowel
Hole cutting hammers	Pencil and sharpener
Notched trowels	Light extension cord – 50’ long
2’ square	4’ aluminum level
Manual operated tile cutter & wheel	Claw hammer
Screw drivers	Hack saw
Assortment of chisels	Tile nippers
Chalk line	Pointing trowel
Tin snips	Rubber float
Wonderboard knife	

Terrazzo workers shall provide the following tools:

2’ aluminum level	1	Pointing trowel
Hack saw	1	Pound hammer
Chalk line		Wood saw
Pliers	2	Flat trowels
Tin snips		Claw hammer
Assorted chisels		Light extension cord – 50’ long
Too box c/w lock		Wonderboard knife
Rubber mallet		

Marble setters shall provide the following tools:

4’ aluminum level	Small grind stone
Hack saw	Screw drivers
Assortment of chisels	Chalk line
2’ square	Light extension cord – 50’ long
Plaster bowl	Claw hammer
2’ aluminum level	Pliers
Wood saw	Pencils and sharpener
Pointing trowels	Small clamps
Tin snips	Tool box c/w lock
Pound hammer	Rubber mallet
Wonderboard knife	

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 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.

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.

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- (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 trustee 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 trustee 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.
- (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 11.2.4).

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- 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. 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:

a) Journeyman Sheet Metal Workers (except New Journeymen):

Effective	May 1, 2007	\$30.34
Effective	May 1, 2008	\$31.49
Effective	May 1, 2009	\$32.64

b) Welders

The following pay scale shall apply to shop and field Welders:

- Welders, Class 1 - 85% of Journeyman Sheet Metal Workers rate
- Welders, Class 2 - 75% of Journeyman Sheet Metal Workers rate
- Welders, Class 3 - 65% of Journeyman Sheet Metal Workers rate

Notwithstanding the foregoing, all Journeymen Sheet Metal Workers employed as Welders shall be paid the journeyman's rate of pay.

c) 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.

d) Pre-Apprentices, Apprentices, and New Journeymen

New Journeymen wage rate, for the first 3600 hours, shall be the rates outlined in Regulation 119/2006 to the Construction Industry Wages Act, specifically:

- \$29.50 as of May 1, 2007,
- \$30.40 as of May 1, 2008,
- \$31.31 as of May 1, 2009,
- \$32.56 as of January 1, 2010.

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Registered Pre-Apprentices and Apprentices shall be paid the schedule of wages based on percentages of the Journeyman Sheet Metal Workers' rate, as follows:

i) Pre-Apprentices

40% during the first 1800 hours.

ii) Apprentices

First Year	-	50% for the first 900 hours
First Year	-	53.5% for the next 900 hours
Second Year	-	63% for the next 1800 hours
Third Year	-	73% for the next 1800 hours
Fourth Year	-	83% for the next 1800 hours

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. For every three (3) additional Journeymen employed thereafter, the Contractor may employ three (3) additional Apprentices.

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.

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Provided the Contractor is employing a full complement of apprentices in accordance with the ratios set out above, the Contractor may employ one (1) pre-apprentice and thereafter one (1) additional pre-apprentice for every four (4) Journeymen employed. In any event, the ratio of pre-apprentices to apprentices, journeypersons, skilled tradespersons, and trainees employed shall not exceed the allowable ratios for Construction Workers stipulated in Section 7 of Regulation 119/2006 to the Construction Industry Wages Act.

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 percent (4%) 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.

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a) Sheet Metal Workers Pension Fund

Effective May 1, 2007		
Contractor's Contribution	Employee's Contribution	
60¢ per hour worked	Journeyman	\$2.10 per hour
60¢ per hour worked	New Journeyman	\$1.89 per hour
50¢ per hour worked	4th Apprentice	\$1.58 per hour
44¢ per hour worked	3rd Apprentice	\$1.26 per hour
38¢ per hour worked	2nd Apprentice	\$1.05 per hour
30¢ per hour worked	1st Apprentice	\$0.95 per hour
51¢ per hour worked	Welder 1	\$1.79 per hour
45¢ per hour worked	Welder 2	\$1.58 per hour
39¢ per hour worked	Welder 3	\$1.37 per hour
24¢ per hour worked*	Pre-Apprentices	\$0.74 per hour

Effective May 1, 2008		
Contractor's Contribution	Employee's Contribution	
60¢ per hour worked	Journeyman	\$2.10 per hour
60¢ per hour worked	New Journeyman	\$1.89 per hour
50¢ per hour worked	4th Apprentice	\$1.58 per hour
44¢ per hour worked	3rd Apprentice	\$1.26 per hour
38¢ per hour worked	2nd Apprentice	\$1.05 per hour
30¢ per hour worked	1st Apprentice	\$0.95 per hour
51¢ per hour worked	Welder 1	\$1.79 per hour
45¢ per hour worked	Welder 2	\$1.58 per hour
39¢ per hour worked	Welder 3	\$1.37 per hour
24¢ per hour worked*	Pre-Apprentices	\$0.74 per hour

Effective May 1, 2009		
Contractor's Contribution	Employee's Contribution	
60¢ per hour worked	Journeyman	\$2.10 per hour
60¢ per hour worked	New Journeyman	\$1.89 per hour
50¢ per hour worked	4th Apprentice	\$1.58 per hour
44¢ per hour worked	3rd Apprentice	\$1.26 per hour
38¢ per hour worked	2nd Apprentice	\$1.05 per hour
30¢ per hour worked	1st Apprentice	\$0.95 per hour
51¢ per hour worked	Welder 1	\$1.79 per hour
45¢ per hour worked	Welder 2	\$1.58 per hour
39¢ per hour worked	Welder 3	\$1.37 per hour
24¢ per hour worked*	Pre-Apprentices	\$0.74 per hour

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b) Health and Welfare Fund

Effective May 1, 2007:

Contractor's Contribution	\$0.60 per hour
Employee's Contribution	\$0.60 per hour

Effective May 1, 2008:

Contractor's Contribution	\$0.60 per hour
Employee's Contribution	\$0.60 per hour

Effective May 1, 2009:

Contractor's Contribution	\$0.60 per hour
Employee's Contribution	\$0.60 per hour

c) Education Training Fund

Contractor's Contribution	\$0.10 per hour
Employee's Contribution	\$0.10 per hour

*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:

2¢ per hour worked

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;

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- 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, 202 - 1080 Wall Street, Winnipeg, Manitoba, R3E 2R9.

(*) 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).

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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

		Apprentices Year				Journeyman
		1	2	3	4	
1.	1 – 16' 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 Widenose	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
9.	1 – Phillips screwdriver (standard)		x	x	x	x
10.	1 – Slip joint plier 8"		x	x	x	x
11.	1 - Hacksaw frame		x	x	x	x
12.	1 - Bulldog snips or aviation snips (straight)			x	x	x
13.	1 – 10" adjustable wrench (crescent)			x	x	x
14.	1 - Cold chisel			x	x	x
15.	1 - 12" spirit level				x	x
16.	1 - Combination square			x	x	x
17.	1 – Divider			x	x	x
18.	1 - Chalk line/plumb bob				x	x
19.	1 - Pop riveter				x	x

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		Apprentices Year				Journeyman
		1	2	3	4	
20.	1 - Set hexagon keys (allen keys)				x	x
21.	1 - Hand punch (small whitney)					x
22.	1 - Battery Operated Drill (14.4 volt)		x	x	x	x
23.	1 - Uni Shear			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:

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- 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 trustee 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 trustee 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.

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- 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 (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.

13.2.4 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.

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- 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

THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

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

On Sundays and Holidays, double the regular straight time hourly rate shall be paid for all hours worked.

2. Wages

Wage rates shall be as follows:

	<u>Effective May 1, 2007</u>	<u>Effective May 1, 2008</u>	<u>Effective May 1, 2009</u>
a) <u>Journeyman Roofer</u>	\$24.25	\$25.25	\$26.25
b) <u>Roofer #1</u> (under review by AHC Appendix Review Committee)	\$21.83	\$22.73	\$23.63
c) <u>Roofer Apprentices</u>			
3rd Year	\$19.67	\$20.20	\$21.00
2nd Year	\$16.98	\$17.68	\$18.38
1st Year	\$14.55	\$15.15	\$15.75

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d) Classified Worker

Step 1 (first 1000 hrs)	\$12.20	\$12.63	\$13.13
Step 2 (after 1000 hrs @ 55%)	\$13.34	\$13.89	\$14.44

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 1,000 hours) shall not be eligible for Employer or Employee pension contributions and Health and Welfare contributions.

e) Foreman Premium:

When the Contractor appoints a working foreman, he shall be paid a premium of:

Effective May 1, 2007: \$2.50 per hour.
Effective May 1, 2008: \$2.75 per hour.
Effective May 1, 2009: \$3.00 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 percent (4%) 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.

Effective May 1, 2007

Contractor's Contribution	85 cents per hour worked
Employee's Contribution	40 cents per hour worked

Effective May 1, 2008

Contractor's Contribution	85 cents per hour worked
Employee's Contribution	40 cents per hour worked

Effective May 1, 2009

Contractor's Contribution	85 cents per hour worked
Employee's Contribution	40 cents per hour worked

Pension Fund

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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, 2007

Contractor's Contribution

Journeyman	\$1.95 per hour
Roofer #1	\$1.76 per hour
3rd Apprentice	\$1.56 per hour
2 nd Apprentice	\$1.37 per hour
1 st Apprentice	\$1.17 per hour
Step 2	\$1.07 per hour

Employee's Contribution 60 cents per hour

Effective May 1, 2008

Contractor's Contribution

Journeyman	\$2.00 per hour
Roofer #1	\$1.80 per hour
3rd Apprentice	\$1.60 per hour
2 nd Apprentice	\$1.40 per hour
1 st Apprentice	\$1.20 per hour
Step 2	\$1.10 per hour

Employee's Contribution 60 cents per hour

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Effective May 1, 2009

Contractor's Contribution

Journeyman	\$2.05 per hour
Roofer #1	\$1.85 per hour
3rd Apprentice	\$1.64 per hour
2 nd Apprentice	\$1.44 per hour
1 st Apprentice	\$1.23 per hour
Step 2	\$1.13 per hour

Employee's Contribution 60 cents per hour

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 trusted 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:

2¢ 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.

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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, 202-1080 Wall Street, Winnipeg, Manitoba, 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 6¢* per hour worked (or any part thereof) from each employee covered by this Appendix and same shall be remitted by the Contractor to the Sheet Metal Workers International Association, Local Union 511, 202 - 1080 Wall Street, Winnipeg, Manitoba, R3E 2R9.

* 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 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.

9. Tools

Journeymen, Apprentices, and Classified Workers (Step 1 and Step 2) shall supply the following tools of the trade:

		Description
Classified Workers Step 1	1	Utility Knife
	1	Insulation Knife
	1	Tool Belt (to hold knives)
	1	25' Tape

Additionally, Classified Workers (Step 2), Journeymen, and Apprentices shall supply:

		Description
Classified Workers Step 2	1	Claw Hammer
	1	Pointed Trowel
	1	8" Crescent Wrench
	1	Screw Driver
	1	Tool Belt (to hold tools)

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 Sheet Metal Workers' International Association, 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”;
- 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;

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- 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 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.

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- 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. 10b – Sheeters, Deckers and Cladders

THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

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. 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 the regular straight hourly rate for hours worked thereafter in any one (1) 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 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 2,400 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;

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- 1) Journeyman 'A' classification shall encompass all work of 200 squares of metal wall panels, insulated roof panels, and roof deck over 500 squares;
- 2) 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 Trainee 2: A worker will remain in this classification for a maximum of 1200 hours working at the trade, and once completed will be reclassified as a Journeyman A or B.
- 3) Sheeter Decker Cladder Trainee 1: A worker will remain in this classification for a maximum of 1200 hours working at the trade.
- 4) Construction Worker IV: Once a worker has completed the appropriate period of time as a Construction Worker III, the worker will be classified as a Construction Worker IV and will remain in this classification for a period of 1500 working hours.
- 5) Construction Worker III: Once a worker has completed the appropriate period of time as a Construction Worker II, the worker will be classified as a Construction Worker III and will remain in this classification for a period of 1500 working hours.
- 6) Construction Worker II: Once a worker has completed the appropriate period of time as a Construction Worker I, the worker will be classified as a Construction Worker II and will remain in this classification for a period of 1500 working hours.
- 7) Construction Worker I: A worker will remain in this classification for a maximum of 1500 working hours.

Notes: Construction Worker I through IV will occur on a progressive fashion. A Construction Worker IV will not automatically become a Sheeter Decker Cladder Trainee once the required 1500 hours have been completed. The issue will be discussed between the Local Union and the Contractor with respect to the employee's further movement up the classification scale.

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Percentages

1)	Journeyman (B)	-	96% of Journeyman rate
2)	SDC Trainee 2	-	85% of Journeyman rate
3)	SDC Trainee 1	-	80% of Journeyman rate
4)	Construction Worker IV	-	75% of Journeyman rate
5)	Construction Worker III	-	65% of Journeyman rate
6)	Construction Worker II	-	55% of Journeyman rate
7)	Construction Worker I	-	45% of Journeyman rate

Wage Rates

	<u>Effective</u> <u>2007 05 01</u>	<u>Effective</u> <u>2008 05 01</u>	<u>Effective</u> <u>2009 05 01</u>
Journeyman A	\$27.20	\$28.30	\$29.40
Journeyman B	\$26.11	\$27.17	\$28.22
SDC Trainee 2	\$23.12	\$24.06	\$24.99
SDC Trainee 1	\$21.76	\$22.64	\$23.52
Construction Worker IV	\$20.40	\$21.23	\$22.05
Construction Worker III	\$17.68	\$18.40	\$19.11
Construction Worker II	\$14.96	\$15.57	\$16.17
Construction Worker I	\$12.24	\$12.74	\$13.23

Ratio

1. Construction Worker: A minimum of one (1) Journeyman must be employed on each job for every three Construction Workers employed.
In any event, the ratio of Construction Workers to apprentices, journeypersons, skilled tradespersons, and trainees employed shall not exceed the allowable ratios for Construction Workers stipulated in Section 7 of Regulation 119/2006 to the Construction Industry Wages Act.

2. No ratio applies to Sheeter Decker Cladder Trainees 1 and/or 2 except that the number of trainees must be in compliance with Section 8 of Regulation 119/2006 of the Construction Industry Wages Act.

Chargehand Premium:

- i) When the Contractor appoints a working chargehand, he shall be paid the additional premium of \$2.00 per hour above the employee's regular rate of pay.

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 (4) 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:

Effective	May 1, 2007	\$0.75 per hour
Effective	May 1, 2008	\$0.75 per hour
Effective	May 1, 2009	\$0.75 per hour

The Employee's contribution will be:

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\$0.45 per hour

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:

Effective:	<u>May 1, 2007</u>	<u>May 1, 2008</u>	<u>May 1, 2009</u>
Journeyman A	\$2.35	\$2.35	\$2.35
Journeyman B	\$2.35	\$2.35	\$2.35
SDC Trainee 2	\$2.00	\$2.00	\$2.00
SDC Trainee 1	\$1.88	\$1.88	\$1.88
Construction Worker IV	\$1.76	\$1.76	\$1.76
Construction Worker III	\$1.53	\$1.53	\$1.53
Construction Worker II	\$1.29	\$1.29	\$1.29
Construction Worker I	\$1.06	\$1.06	\$1.06

The Employee's contribution shall be:

50¢ per hour

Payments and reporting forms for both of the above funds to be received by the Administrator of the Roofers and Flasher 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 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, 202 - 1080 Wall Street, Winnipeg, Manitoba, 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, 202 1080 Wall Street, Winnipeg, Manitoba, R3E 2R9.

* 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 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. Tools

Journeymen and Apprentices shall supply the ordinary hand tools of the trade. They shall be:

	Description
1	Pair straight snips
1	Pair tinner snips left hand
1	Pair tinner snips right hand
1	Tinners hammer
1	
1	Pair vice grips wide jaw
1	Flat screwdriver
1	25' tape measure
1	4' level
1	Crescent wrench 10"

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 Sheet Metal Workers International Association, 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;

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- l) The following trusted 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.

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- 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 constitute 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:

\$2.50 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.

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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:

	<u>Effective July 6, 2008</u>	<u>Effective July 5, 2009</u>
General Foreman	\$33.17	\$34.30
Foreman	\$30.67	\$31.80
Assistant Foreman	\$29.67	\$30.80
Journeyman	\$28.17	\$29.30
3rd Year Apprentice	\$25.35	\$26.37
2nd Year Apprentice	\$21.13	\$21.98
1st Year Apprentice	\$16.90	\$17.58
Helper	\$21.13	\$21.98

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.

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 (4%) 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:

\$2.00 per hour for hours paid at straight time.

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:

Effective	July 6, 2008	\$5.00 per hour for hours paid at straight time.
Effective	July 5, 2009	\$5.25 per hour for hours paid at straight time.

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 travelling and reporting time, by all employees covered by this Appendix on the following basis:

20¢ per hour

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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 National Apprenticeship and Educational Training Fund on the following basis:

20¢ 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:

21¢ per hour

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:

10¢ 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. 11 effective on the date of deletion or conversion, as the case may be.

15. 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.

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16. 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 leather faced 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.

17. 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.

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.

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 (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.

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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) Height pay including that associated with swing stage work.

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 trustee 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;

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- 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 19.2.3:
 - 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.

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.

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- 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.

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, 2007	-	\$2.65
Effective	May 1, 2008	-	\$2.70
Effective	May 1, 2009	-	\$2.75

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) Journeyman, Structural Ironworkers and Ironworker Welders

Effective	May 1, 2007	\$28.05
Effective	May 1, 2008	\$29.05
Effective	May 1, 2009	\$30.05

(b) Foremen

When the Contractor appoints a Foreman, he shall be paid not less than, effective May 1, 2007, \$3.00 per hour, above the rate for a Journeyman Structural Iron Worker. 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) 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:

1st Level	0 to 1799 hours	60of Journeyman Rate
2nd Level	1800 to 3599 hours	70% of Journeyman Rate
3rd Level	3600 to 5399 hours	85% of Journeyman Rate
	5400 or more hours	100% of Journeyman Rate.

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.

6. 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, travellers, guy and stiff leg derricks and move travellers, 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 percent (10%) of his gross earnings of which four percent (4%) shall be in lieu of paid Statutory Holidays. Each employee 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 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:

Effective	May 1, 2007	\$1.64
Effective	May 1, 2008	\$1.66
Effective	May 1, 2009	\$1.66

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:

Effective	May 1, 2007	\$5.00
Effective	May 1, 2008	\$5.25
Effective	May 1, 2009	\$5.55

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:

Effective	May 1, 2007	17 cents per hour
	May 1, 2008	20 cents per hour
	May 1, 2009	20 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. Travel Time

Where the distance between the marshalling point and the work site exceeds twenty (20) kilometres, any time spent travelling beyond this twenty (20) kilometre radius at the start end of the shift shall be paid at the employee's straight time rate.

11. Safety Clothing

The Contractor will supply welding helmets, goggles, and welders gloves or mitts, whichever is appropriate, 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.

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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.

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.

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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, 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);

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- 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 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 trustee 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.

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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 (1) 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 1, 2007	-	\$2.65
Effective	May 1, 2008	-	\$2.70
Effective	May 1, 2009	-	\$2.75

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) Journeyman Reinforcing Rodmen

Effective	May 1, 2007	\$25.45
Effective	May 1, 2008	\$26.11
Effective	May 1, 2009	\$26.79

b) Foremen

When the Contractor appoints a Journeyman as a Foreman, he will be paid not less than \$4.00 per hour more than the rate for Journeymen.

c) 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:

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Effective May 1, 2007:

1st Level	0 to 1799 hours	\$16.54 per hour
2nd Level	1800 to 3599 hours	\$19.09 per hour
3rd Level	3600 to 5399 hours	\$22.14 per hour
5400 or more hours		100% of the Journeyman's rate

Effective May 1, 2008:

1st Level	0 to 1799 hours	\$16.97 per hour
2nd Level	1800 to 3599 hours	\$19.58 per hour
3rd Level	3600 to 5399 hours	\$22.19 per hour
5400 or more hours		100% of the Journeyman's rate

Effective May 1, 2009:

1st Level	0 to 1799 hours	\$17.41 per hour
2nd Level	1800 to 3599 hours	\$20.09 per hour
3rd Level	3600 to 5399 hours	\$22.77 per hour
5400 or more hours		100% of the Journeyman's 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.

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:

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- 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, appropriate rigging belt to carry tools.

7. Vacation Pay and Pay in Lieu of Holidays

Each employee shall receive an amount equal to ten percent (10%) of his gross earnings of which four percent (4%) shall be in lieu of paid Statutory Holidays. Each employee 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 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:

Effective	May 1, 2007	\$1.64 per hour
Effective	May 1, 2008	\$1.66 per hour
Effective	May 1, 2009	\$1.66 per hour

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:

Effective	May 1, 2007	\$4.00 per hour
Effective	May 1, 2008	\$4.25 per hour
Effective	May 1, 2009	\$4.50 per hour

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	87% effective May 1, 2007 85% effective May 1, 2008 85% effective May 1, 2009
	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 1, 2007	14 cents per hour
	May 1, 2008	15 cents per hour
	May 1, 2009	15 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, 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 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.

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, 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.

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 trusteed 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 trusteed 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);

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- 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.

APPENDIX NO. 13 – Electrical Workers

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local Union 2085

BURNTWOOD/NELSON 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:

	<u>Effective May 1, 2007</u>	<u>Effective May 1, 2008</u>	<u>Effective May 1, 2009</u>
Journeyman Electrician	30.17	31.32	32.62
Commercial Foreman (110% of Journeyman's rate)	33.19	34.45	35.88
Industrial Foreman (115% of Journeyman's rate)	34.70	36.02	37.51
General Foreman (125% of Journeyman's rate)	37.71	39.15	40.78
Apprentices:			
1 st Year	12.07	12.53	13.05
2 nd Year	15.09	15.66	16.31
3 rd year	19.61	20.36	21.20
4 th year	24.14	25.06	26.10

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:

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- (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 three (3) additional working Journeymen employed.

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.

General Foreman: When the Contractor appoints a General Foreman, he shall be Journeyman Electrician and a member of Local 2085.

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 three (3) 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 percent (4%) 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. In the event the Provincial Government of Manitoba proclaims a holiday in the month of February, the above percent shall be increased to 4.5%.

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 Contractor's contribution shall be:

Effective	May 1, 2007	- \$1.00 per hour
Effective	May 1, 2008	- \$1.00 per hour
Effective	May 1, 2009	- \$1.00 per hour

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The Employee's contribution shall be:

Effective	May 1, 2007	- 50 cents per hour
Effective	May 1, 2008	- 50 cents per hour
Effective	May 1, 2009	- 50 cents per hour.

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.

Contractor's Contribution

Effective	May 1, 2007	- \$3.00 per hour
Effective	May 1, 2008	- \$3.15 per hour
Effective	May 1, 2009	- \$3.15 per hour

Employee's Contribution

Effective	May 1, 2007	- nil
Effective	May 1, 2008	- nil
Effective	May 1, 2009	- nil

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:

	May 1, 2007	May 1, 2008	May 1, 2009
1 st Year Apprentice -			
Contractor -	\$1.20	\$1.26	\$1.26
Employee -	nil	nil	nil
2 nd Year Apprentice -			
Contractor -	\$1.50	\$1.58	\$1.58
Employee -	nil	nil	nil
3 rd Year Apprentice -			
Contractor -	\$1.95	\$2.05	\$2.05
Employee -	nil	nil	nil
4 th Year Apprentice -			
Contractor -	\$2.40	\$2.52	\$2.52
Employee -	nil	nil	nil

6.3 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. 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:

20 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 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.

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:

- | | |
|--|-----------------------------|
| 1 Hammer | 1 Tool Box |
| 1 9-inch Level | 1 Hack Saw Frame |
| 3 Blade screw Drivers | 1 (8 inch) Diagonal Cutters |
| 1 Centre Punch | 3 Robertson Screw Drivers |
| 1 10-inch water pump pliers | 1 Tool Pouch |
| 1 8-inch Linesman Type Pliers | 1 Knife |
| 1 Needle Nose Pliers | |
| 1 (1 inch by 16) foot metric/standard Steel Tape | |
| *1 Current Code Book | |
| *1 Voltage Tester - 110-550 Volts | |
| *1 Set Allen Wrenches - up to 1/2-inch size | |
| *1 Chalk Line | |
| * 1 Stubby Screw Driver set | |
| * 1 nut driver set | |
| * 1 set wrenches Combination 1/4" – 3/4 " | |
| * 1 flashlight 'AA' (batteries supplied by Contractor) | |
| * 1 drywall saw | |
| * 1 small wire strippers | |
| *1 Tap Wrench Handle | |
| * 1 Philips Screwdriver | |
| * 1 Tin Snips | |
| * 1 12" combination square | |
- *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 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:

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- 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 trustee pension and health and welfare plans (subject to the restrictions set out in Section 19.2.2);

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- 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 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.

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- 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.

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

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

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 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

Effective	May 1 2007	\$30.00
Effective	May 1 2008	\$31.27
Effective	May 1 2009	\$32.63

b) Apprentices

The scale of wages for apprentices shall be:

	Effective <u>May 1 2007</u>	Effective <u>May 1 2008</u>	Effective <u>May 1 2009</u>
1st year	\$12.00	\$12.51	\$13.05
2nd year	\$15.00	\$15.64	\$16.32
3rd year	\$18.00	\$18.76	\$19.58
4th year	\$21.00	\$21.89	\$22.84
5th year	\$24.00	\$25.02	\$26.10

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.

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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 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 (4%) 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.

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Contractor's Contribution - effective May 1, 2007 - 91¢ per hour
Employee's Contribution - effective May 1, 2007 - 47¢ per hour

Contractor's Contribution - effective May 1, 2008 - 91¢ per hour
Employee's Contribution - effective May 1, 2008 - 57¢ per hour

Contractor's Contribution - effective May 1, 2009 - 91¢ per hour
Employee's Contribution - effective May 1, 2009 - 67¢ 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.

/hr	Contractor's Contribution	Effective May 1, 2007	\$4.00 /hr
	Employee's Contribution	Effective May 1, 2007	\$0.20
/hr	Contractor's Contribution	Effective May 1, 2008	\$4.00 /hr
	Employee's Contribution	Effective May 1, 2008	\$0.40/hr
/hr	Contractor's Contribution	Effective May 1, 2009	\$4.00
	Employee's Contribution	Effective May 1, 2009	\$0.60 /h

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	12¢ per hour
Employee's Contribution	12¢ 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.

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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. 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;

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- 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;

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:

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- 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 trustee 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);

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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.

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- 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 Plumbers and Pipefitters

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:

	Effective <u>May 1, 2007</u>	Effective <u>May 1, 2008</u>
Journeyman Refrigeration Workers	29.36	30.71

The scale of wages for Apprentices shall be:

1st 12 months	-	55% of Journeyman's rate
2nd 12 months	-	65% of Journeyman's rate
3rd year	-	73% of Journeyman's rate
4th year	-	83% of Journeyman's rate
5th year	-	93% of Journeyman's rate

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 percent (4%) 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, 2007	- \$1.28 per hour
Contractor: effective	May 1, 2008	- \$1.28 per hour
Employee: effective	May 1, 2007	- \$0.10 per hour
Employee: effective	May 1, 2008	- \$0.20 per hour

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	May 1, 2007	- \$3.52 per hour
Effective	May 1, 2008	- \$3.52 per hour

Each employee covered by this Appendix shall contribute the amounts set out below to the Pension Fund. The employee's contribution shall be collected at the source as a payroll deduction. The employee's contribution shall apply to all hours worked.

Employee's Contribution

Effective	May 1, 2007	- \$0.50 per hour
Effective	May 1, 2008	- \$1.00 per hour

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:

	Description
	Tool box
	Refrigeration test manifold
	Pocket thermometer
	Crescent wrenches (set consisting of 6", 8", 10")
	Refrigeration socket set
	Tube cutters (1/4" to 1 1/8")
	Refrigeration flaring kit
	Screw drivers (complete set)
	Combination wrenches (box and open end, 3/8" to 5/8")
	Plier (needle nose, channel locks, combination, vise grips)
	Pipe wrenches (8" and 14")
	Side cutters

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	Description
	Hammer
	Volt-ammeter
	Allen wrenches (set 1/16" to 1/2")
	Hack saw
	Keyhole saw
	Pinch off tool
	Swedging kit (1/4", 3/8", 1/2", 5/8")
	Tinsnips
	Punch and chisel set
	Presto Lite detection, installation and repair kit
	Tape measure (10')
	Flashlight
	Electronic Leak Detector
	Nut Driver (1/4 inch to 1/2 inch Sizes)
	Cordless Drill

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;

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- 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) Trustee 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.

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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. 15 – Office and Professional Employees

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION

Local Union 342

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 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.

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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)

<u>Classifications</u>	<u>Effective May 1, 2007</u>	<u>Effective May 1, 2008</u>	<u>Effective May 1, 2009</u>
Survey Assistant	16.83	17.54	18.23
Junior Instrumentman	21.18	22.08	22.95
Instrumentman I	24.37	25.40	26.40
Instrumentman II	26.02	27.12	28.19
Quantity Technician	25.43	26.51	27.55
Junior Draftsman	19.43	20.25	21.04
Intermediate Draftsman	22.01	22.94	23.84
Draftsman	24.25	25.28	26.27
First Aid Attendant	20.77	21.65	22.50
Emergency Medical Responder	22.54	23.50	24.42
Clerk Typist	15.51	16.17	16.80
Clerk I	16.51	17.21	17.88
Clerk II	18.04	18.80	19.54
Project Cost Clerk I	20.82	21.70	22.55
Project Cost Clerk II	23.34	24.33	25.29

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 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 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 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:

1 - 200 hours	60 %
201 - 400 hours	70 %
401 - 600 hours	80 %
601 or more hours	90 %

If the duration of the training program is less that 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.

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- 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. 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 percent (4%) of his standard hourly rate for each hour worked. The employee shall be paid this amount each regular pay period. In the event the Provincial Government of Manitoba proclaims a holiday in the month of February, the above percent shall be increased to 4.5%.

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 Provision

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.

- 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.

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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.

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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. 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.

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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

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.

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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)

<u>Classification</u>	<u>Effective October 1, 2007</u>	<u>Effective May 1, 2008</u>	<u>Effective May 1, 2009</u>
Chef	21.98	22.80	23.62
1 st Cook	21.43	22.23	23.03
2 nd Cook	19.29	20.01	20.73
3 rd Cook/Short Order Cook	18.20	18.88	19.56
Baker	20.38	21.14	21.90
Butcher	20.38	21.14	21.90
Tapman	15.15	15.72	16.28
Head Camp Attendant	15.15	15.72	16.28
Head Mess Hall Attendant	15.15	15.72	16.28
Head Dishwasher	15.15	15.72	16.28
Salad/Sandwich Maker	14.62	15.17	15.71
Commissary Attendant	14.62	15.17	15.71
Snack Bar Attendant	14.62	15.17	15.71
Pot and Dishwasher	14.50	15.04	15.58
General Help *	14.38	14.92	15.46
Camp Attendant (Janitor)	14.24	14.77	15.30

* Includes Laundry Washer, Porter, Mess Hall Attendant, Waiter/Waitress.

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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 (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:

1 - 200 hours	60 %
201 - 400 hours	70 %
401 - 600 hours	80 %
601 or more hours	90 %

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;

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- 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, 2007 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 October 1, 2007 85¢ 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:

Reference Classification	Weighting Factor
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	60%
The Journeyman Carpenter Classification as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the United Brotherhood of Carpenters and Joiners of America, Local Union 343.	40%

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.

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- 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.

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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 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.

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:

	<u>Effective</u> <u>Dec.1, 2007</u>	<u>Effective</u> <u>Dec.1, 2008</u>	<u>Effective</u> <u>Dec.1, 2009</u>
<u>Foreman</u>	\$39.77	\$41.02	\$42.27
<u>Mechanic</u>	\$35.35	\$36.46	\$37.57
<u>Helper 3</u>	\$28.28	\$29.17	\$30.06
<u>Helper 2</u>	\$24.75	\$25.52	\$26.30
<u>Helper 1</u>	\$21.21	\$21.88	\$22.54
<u>Helper</u>	\$19.44	\$20.05	\$20.66
<u>Probationary</u> <u>Helper</u>	\$17.68	\$18.23	\$18.79

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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.

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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 be obligated to 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;

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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 Employees 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

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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.

<u>Contractor's Contribution</u>	<u>Employee's Contribution</u>
\$1.18 per hour	\$1.43 per hour

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.

<u>Contractor's Contributions</u>	<u>Employee's Contribution</u>
\$2.25 per hour	\$1.16 per hour

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:

<u>Contractor's Contributions</u>	<u>Employee's Contribution</u>
\$0.135 per hour	\$0.05 per hour

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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.

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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

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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.

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- 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(1) 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.

SCHEDULE "A" – ALLIED HYDRO COUNCIL MEMBER UNIONS

SCHEDULE "A"

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 (ALLIED HYDRO COUNCIL)

SCHEDULE "B"

ALLIED HYDRO COUNCIL OF MANITOBA

Check-Off Authorization: for use on the _____ Project.

Job Order No. _____ (Date) _____ 20 _____

Employed as _____

I hereby authorize _____ (Hereinafter called the Company)
(Company Name)

deduct from my wages each pay period (every two weeks) and pay to the Allied Hydro Council of Manitoba the sum ____¢ 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 \$ _____ (unless 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)

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 are part of the Council:

Allied Hydro Council of Manitoba

- | | | |
|--------------|--|---|
| Assessments: | \$.25 each hour worked (All Members) | |
| 1. | <u>Labourers International Union of North America, Local Union #1258</u> | |
| | Initiation Fee: | \$450.00 |
| | Monthly Dues: | \$30.00 (plus Work Dues of 60¢ per hour) |
| la. | <u>Security Guards, Labourers Local #1258</u> | |
| | Initiation Fees: | \$100.00 |
| | Monthly Dues: | \$30.00 work dues 60¢ per hour |
| 2. | <u>International Union of Operating Engineers, Local #987</u> | |
| | Initiation Fee: | \$367.50 |
| | Working Dues: | \$9.25 plus 2% of gross pay
Minimum payment of \$23.00 |
| 3. | <u>General Teamsters, Local Union #979</u> | |
| | Initiation Fee: | \$100.00 |
| | Monthly Dues: | \$28.00 (plus 20¢ per hour for each hour worked) |
| | Industry Advancement Fund | \$0.10 for each hour worked |
| 4. | <u>United Brotherhood of Carpenters and Joiners of America, Local Union #343</u> | |
| | Initiation Fee: | \$125.00 |
| | Monthly Dues: (Journeyman) | \$26.50 (plus 4% per hour each hour worked) |

ALLIED HYDRO COUNCIL OF MANITOBA

Apprentices:

1st Year	Initiation Fee:	\$40.00	
2nd Year	" "	\$60.00	
3rd Year	" "	\$80.00	
4th Year	" "	\$100.00	
Monthly Dues:		\$26.50	(plus 4% per hour for each hour worked)

4a. Millwrights Local Union #1443

Initiation Fee:	\$300.00 / \$350.00 for X members
Re-initiation Fee	\$350.00
Monthly Dues:	\$27.00 / Journeyman \$26.00 / Apprentice
(Journeyman & Apprentices)	4% of hours worked

5. International Union of Painters and Allied Trades,
Local Union #739, Painters Division

Initiation Fee:	\$375.00
(Journeyman & Apprentices)	
Monthly Dues:	\$20.00 Plus 3% of all hours worked

5a. International Union of Painters and Allied Trades,
Local Union #739, Glassworkers Division

Initiation Fee:	\$300.00
Monthly Dues:	\$20.00 Plus 3% of all hours worked

5b. International Brotherhood of Painters and Allied Trades,
Local Union #739, Floor Covering Division

Initiation Fee:	\$100.00
Monthly Dues:	\$22.80 Plus 3% of all hours worked.

6. International Association of Heat and Frost Insulators and Asbestos Workers,
Local Union #99

Initiation Fee:	\$400.00
Monthly Dues:	\$30.00 Plus 99¢ per Hour for each hour worked.

ALLIED HYDRO COUNCIL OF MANITOBA

7. United Brotherhood of Carpenters & Joiners of America,
Local Union #147L (Lathing Trade)

Initiation Fee: (Journeyman)	\$250.00
Monthly Dues:	\$40.00
Initiation Fee: (Apprentice)	\$100.00
Monthly Dues:	\$31.00

8. Operative Plasterers and Cement Masons International Association of the United States and Canada, Local Union #222

Plasterers:

Initiation Fee Journeyman Plasterer:	\$390.00
Initiation Fee Journeyman Cement Masons	\$390.00

Monthly Dues:	\$5.00 per month
Field Dues:	2.5% of gross earnings
Building Trade Council Dues:	05¢ per hr.
International Working Dues:	1% of total wage package

Apprentices:

	<u>Trainee</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>
Plasterer:	\$195	\$234	\$273	\$312
Cement Mason:	\$248.25	\$279.75	\$311.25	\$342.75

9. International Union of Bricklayers & Allied Craftsmen, Local #1

Initiation Fee: (Journeyman)	\$450.00
Initiation Fee: (Apprentices)	\$75.00

Bricklayers, Stone Masons, Cement Block Layers

Monthly Dues:	\$25.00	plus 89¢ for each hour worked plus 5¢ promotion fund.
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Tilesetters and Terrazzo Workers

Monthly Dues:	\$25.00	plus 65¢ for each hour worked
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ALLIED HYDRO COUNCIL OF MANITOBA

10. Sheetmetal Workers International Association, Local Union #511

Sheet Metal Workers

Initiation Fee: Journeyman	\$200.00
New Journeyman (90%)	\$180.00
Fourth Year (75%)	\$150.00
Third Year (60%)	\$120.00
Second Year (50%)	\$100.00
First Year (45%)	\$90.00
Pre-Apprentice (35%)	\$70.00
Classified Worker (40%)	\$80.00

Union Dues 4xhrly rate per month plus 6¢ per/hr

10a. Sheeters, Deckers and Cladders

Journeyman A	\$200.00
Journeyman B (90%)	\$180.00
Material Handler (75%)	\$150.00
TR 4 (80%)	\$160.00
TR 3 (75%)	\$150.00
TR 2 (65%)	\$130.00
TR 1 (55%)	\$110.00
Probationary (45%)	\$90.00
Union Dues	\$30.00 per month plus 6¢ per/hr worked

10b. Roofers (All Classifications)

New Member Initiation Fee:	\$ 25.00
Re-initiation Fee:	\$ 50.00
Union Dues	\$4x hrly. rate plus 6¢ per hr worked

11. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers, Local Union #555

Initiation Fee:	\$500.00	
Monthly Dues:	\$ 39.90	and 4% of gross taxable earnings

ALLIED HYDRO COUNCIL OF MANITOBA

12. International Association of Bridge, Structural and Ornamental Ironworkers, Local Union #728

Structural Ironworkers, Riggers & Welders

Initiation Fee (Journeyman):	\$500.00	plus 1 Month Dues
Initiation Fee (Apprentice):	\$100.00	plus 1 Month Dues
Monthly Union Dues (Journeyman):	\$35.00	plus 2.8% of total Compensation package per hour worked.
Monthly Union Dues (Apprentice):	\$34.00	
<u>Permit Workers:</u>	\$10.00	per week, plus 2.8% of total hour worked

12a. Rodmen, Rebar Placers

Initiation Fee:	\$500.00	
Apprentice:	\$100.00	
Monthly Union Dues (Journeyman):	\$35.00	
Monthly Union Dues (Apprentice):	\$34.00	plus 2.8% of total compensation package per hour worked
<u>Permit Workers:</u>	\$10.00	per week, plus 2.8% of total Compensation package per hour worked

13. International Brotherhood of Electrical Workers, Local Union #2085

Initiation Fee:		
Journeyman Wireman:	\$82.00	
Apprentices:	\$82.00	
All Other Classifications:	\$22.00	
Monthly Union Dues:		
All Classifications	\$43.70	Plus 3% of gross wages

ALLIED HYDRO COUNCIL OF MANITOBA

14. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #254

Initiation Fee: \$250.00
(Journeyman & Apprentices)

Monthly Union Dues: \$38.00 (plus 1% of Gross wages)

Monthly Dues

1st Year	Monthly Dues	\$37.00	plus 1% of Gross Pay
2nd Year	" "	Same	
3rd Year	" "	Same	
4th Year	" "	Same	
5th Year	" "	Same	

14a. Refrigeration Workers

Initiation Fee: Journeyman \$250.00

Initiation Fee: Apprentices \$250.00

Monthly Dues: \$37.00 plus 1% of Gross Pay

15. Canadian Office and Professional Employees Union, Local#342

Initiation Fee: \$50.00

Monthly Union Dues: 2% of gross monthly Earnings

16. Unitehere, Local Union #206

Initiation Fee: \$ 275.00

Monthly Dues: 1.5% of gross monthly wages, plus \$9.00 per month, and 10¢ per hour working dues for all hours worked, with minimum dues of \$35.00 per month.

17. International Union of Elevator Constructors, Local Union#102

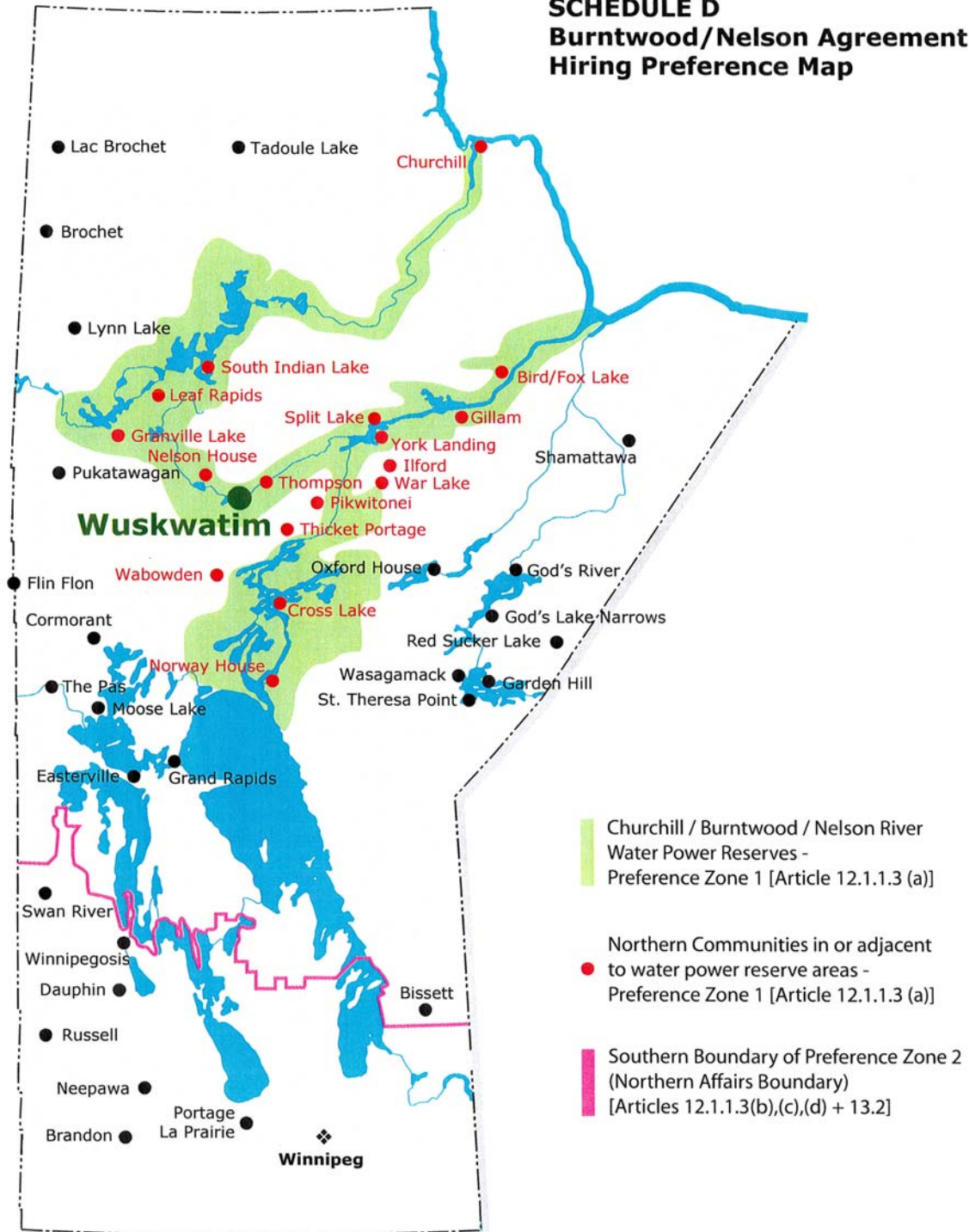
Initiation Fee: \$440.00

Union Dues: 1 hour at Mechanic's wage rate per week

SCHEDULE "D" – EMPLOYMENT PREFERENCE AREA

SCHEDULE "D"

**SCHEDULE D
Burntwood/Nelson Agreement
Hiring Preference Map**



SCHEDULE "E" – LETTERS OF AGREEMENT

LETTERS OF AGREEMENT

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Letter of Agreement No. 4	Wuskwatim Project - Special Measures
Letter of Agreement No. 5	Provisions for the Review and Adjustment of Isolation Leave Frequency Set out in Article 19.2.1.1 and 19.2.1.3
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LETTERS OF AGREEMENT

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Letter of Agreement No. 21	Wuskwatim Project - O.N.E Wage Enhancements Cement Masons (Appendix 21)
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Letter of Agreement No. 23	Special Measures for the Keeyask Generating Station Project
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BURNTWOOD/NELSON AGREEMENT (BNA)

Letter of Agreement No. 1

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

BURNTWOOD/NELSON AGREEMENT

Letter of Agreement No. 2

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

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

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. 4

Subject: Wuskwatim Project - Special Measures

Whereas the Wuskwatim Project is situate in the Nelson House Resource Management Area, shown on Schedule 6.1 to the Agreement between Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of Manitoba, The Nelson House First Nation (now known as Nisichawayasihk Cree Nation), and The Manitoba Hydro Electric Board, dated March 18, 1996;

And whereas The Manitoba Hydro Electric Board and Nisichawayasihk Cree Nation may enter into a Project Development Agreement whereby they will share ownership interest in the Wuskwatim Project.

And whereas the Association and the Council are desirous of implementing certain special measures in respect of the Wuskwatim Project;

Now therefore to this end, the Association and Council hereby agree to amend the Collective Agreement, in relation to the Wuskwatim Project only, as follows:

1. Notwithstanding the provisions of Article 19.3.2, 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 accumulated time toward his next isolation leave.
2. Notwithstanding the provisions of Article 13.2, all candidates who are members of Nisichawayasihk Cree Nation, are residents of Manitoba, and are registered with M.A.E.T., shall be deemed to be Northern Aboriginals residing within the Churchill/Burntwood/Nelson River area as described in Article 12.1.1.3(a).
3. This Letter of Agreement shall be effective on the date it is signed or the date of signing of the Project Development Agreement between The Manitoba Hydro Electric Board and Nisichawayasihk Cree Nation, whichever occurs later

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. 5

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

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(1) 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 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. 7

Subject: Application of the BNA to work associated with the construction of Collector Lines (See Article 2.1)

The Association and the Council hereby agree to amend the Burntwood/Nelson Agreement as follows:

1. Contracted on-site construction work associated with the installation of collector lines shall be covered by the terms and conditions of the Burntwood/Nelson Agreement except as hereinafter stated.
2. The work referred to in (1) above shall be under the work jurisdiction of the I.B.E.W., Local 2085 and the I.U.O.E., Local 987.

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. The following wages and conditions shall be applied to employees engaged in the work and shall replace any existing conditions set out in the Appendices.

3.1 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 on:

- i) Monday through Thursday, such time shall be paid at the rate time and one-half for the first three (3) hours and double time for all hours worked thereafter in any one (1) 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.

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

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

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

Overtime payment for shift work shall be in accordance with the provisions set out in Section 3.1.

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

3.3 Wages

Wage rates shall be as follows: Effective
May 1, 2006

3.3.1 IBEW Classifications

a)	Journeyman Lineman	\$24.69
b)	Apprentice Lineman or Trainee	
	3rd year	\$19.75
	2nd year	\$16.05
	1st year	\$12.34
c)	Groundman I	\$17.28
	Groundman II	\$15.43
d)	Utilityman	\$14.91

3.3.2 I.U.O.E. Classifications

a)	Crane Operator:	
	Over 36 tons	\$24.67
	Under 36 tons	\$23.66
b)	Boom Truck Hoist Operator:	
	Over 13,600 kg	\$23.66
	Under 13,600 kg	\$18.51

c)	Heavy Equipment Operator	\$18.51
d)	Light Equipment Operator	\$17.49
e)	Heavy Duty Mechanic	\$20.98
f)	Serviceman	\$17.49

3.3.3 Foreman

When the Contractor appoints a working foreman, that person shall be paid a minimum of \$1.00 above the rate of the person with the highest hourly rate being supervised.

3.4 Vacation Pay

Vacation pay will be accumulated to the credit of each employee at the rate of six percent (6%) of the employee's standard hourly rate for each hour worked at straight time.

Vacation pay shall be paid to each employee on his regular payday.

3.5 Payment in Lieu of Holiday

Holiday pay will be accumulated to the credit of each employee at the rate of four percent (4%) of the employee's standard hourly rate for each hour worked at straight time.

Holiday pay shall be paid to each employee on his regular payday.

3.6 Isolation Leave (Return Transportation Time Periods)

The return transportation time period referred to in Article 19.2.1 shall be every forty (40) calendar days.

3.7 Classification Descriptions

3.7.1 I.B.E.W. Classifications

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. An apprentice shall be permitted to use all tools. He shall 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.

3.7.2 I.U.O.E. Descriptions

a) Crane Operator

A person certified to operate a mobile crane for work on the construction of transmission lines, when so assigned by the Contractor.

b) Heavy Duty Equipment Operator

A qualified person assigned by the Contractor to operate any heavy equipment. Heavy equipment shall include Crawler Tractors, Backhoes, Graders, Loaders, Transit Mix Trucks, Drills (Air Tracs and Augers), Grout and Batch Plants, and Tractor Trailers.

c) Light Equipment Operator

A qualified person assigned by the Contractor to operate any light equipment. Light equipment shall include any equipment not specified as heavy equipment.

d) Heavy Duty Mechanic

A Heavy Duty Mechanic with a certificate of qualification or of proficiency from the Province of Manitoba as a Heavy Duty Equipment Mechanic or who has acquired the skills of the trade by working in the trade for at least five (5) years.

e) Serviceman

A person who is employed to service equipment and/or assist the Heavy Duty Mechanics.

4. In lieu of benefits, the Contractor will accumulate to the credit of each employee fifty (50) cents for all hours worked. The Contractor will pay the accumulated amount to each employee on his regular pay day.

5. Escalation and Reference

5.1 Wage Rates

5.1.1 General Approach

Subject to and in accordance with the conditions set out below, the wage rates set out in Section 3.3 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 5.1.2.

5.1.2 Reference Classifications and Weighting

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

Reference Classification	Weighting Factor
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.	15%
Journeyman Electrician as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the International Brotherhood of Electrical Workers, Local Union 2085.	15%
Journeyman Carpenter as set out in the Agreement negotiated and executed by the CLRA of Manitoba and the Carpenters, Local Union 343.	35%
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.	35%

5.1.3 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.

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

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

5.1.4.1 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.

5.1.4.2 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 5.1.4.1 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.

5.1.4.3 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 5.3 shall be introduced to yield the new wage rate schedule that will apply in this Appendix.

Agreed to this 7th day of October 2006

Allied Hydro Council of Manitoba

G. Bentley

D. Martin

Hydro Projects Management
Association

T. Moffat

D. E. Rogalsky

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 8

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.

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 (BNA)

Letter of Agreement No. 9

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 (BNA)

Letter of Agreement No. 10

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.”

Agreed to this 30th day of May, 2007.

Allied Hydro Council of Manitoba

Hydro Projects Management Association

“David Martin”

“Angie Adams”

“Jason Rowe”

“Don E. Rogalsky”

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BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 11

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:

1. 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 (BNA)

Letter of Agreement No. 12 - Wuskwatim Project

Whereas the Association and the Council have discussed wage rates in certain Classifications;

And whereas they have concluded that the present wages rates in those Classifications need to be enhanced on a temporary basis in order to attract job qualified workers;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim Project only:

(A) Subject: Wages in Certain Classifications

1. Effective January 21, 2008 the wage rates in the following Classifications only in Appendices 1, 2a and 3 shall be amended to the following:

Appendix 1 section 4.1 -

Blaster (with Provincial Blaster Certificate) -	\$26.75
Powderman -	\$26.75
Driller - Diamond, Wagon & Air Track Etc. -	\$26.75

Appendix 2a) section 4.1 Group 14

Operators of Air Drills and Diamond Drills - \$24.35

Appendix 2a) section 4.1 Group 18 -

Heavy Duty Gas and Diesel Mechanics a) with a certificate of qualification -	\$30.00
Heavy Duty Gas and Diesel Mechanics b) without a certificate of qualification -	\$28.00

Appendix 2a) section 4.1 Group 19 -

Servicemen - \$24.00

Appendix 2a) section 4.1 Group 20 -

Drill Doctor (Drill Mechanic; Hydraulic Drills and Airtrac Drills) - \$27.00
Bit Sharpener - \$24.00

Appendix 2a) section 4.1 Group 21 -

Welder - CWB certified - \$28.00
Welder - Non-certified - \$26.00

Appendix 3 section 4.1 Group 2 -

Truck Mechanic \$ 25.70

2. The Association and the Council shall meet for the purpose reviewing Appendices 1, 2a and 3. The Association and the Council are in agreement this review is a necessary step to address the competitive wage rate realities of today. Specific attention will be focused on the supply and retention of a skilled labour force. The parties agree to consider seeking a non-binding report of a third party mediator, prior to concluding this review. Should the parties seek the said non-binding report of a mediator, the process outlined in Article 31.3 shall be followed for his appointment and the provisions of Article 31.7 shall be followed for the cost of the report. If the parties do not agree to seek the said non-binding report of a mediator, either party may seek one on its own, in which case that party shall bear their own costs associated therewith including that of the mediator. This process shall be concluded by March 31, 2009. The said wage rates set in section 1 of this agreement shall remain in effect to March 31, 2009. If the Association and the Council are unable to reach agreement by March 31, 2009, on whether the wage rates specified in section 1 above should be extended, the said wage rates shall convert back to the wage rates calculated in the normal manner in accordance with the Escalation and Reference provisions of Appendix 1 (Section 9.1), Appendix 2a) (Section 9.1), and Appendix 3 (Section 9.1) respectively.

(B) Subject: Travel expenses and Isolation Leave (Applicable to P. Kiewit Limited Notice to Proceed contract)

1. Isolation leave: The parties agree to the 21/7 wrap schedule for P. Kiewit under the Limited Notice to Proceed contract until March 25, 2008. Beyond that date the AHC and the HPMA shall meet to review the isolation leave schedule set out in article 19.2.1, in the larger context, for future work. Comparable project standards will be a principle consideration in this review. The parties agree to try and conclude a LOA on the procedure contractors will follow when requesting any alternate isolation leave schedule.

(C) Subject: Travel Costs and Hiring

1. Travel costs: The parties agree Contractors may pay travel costs from the nearest airport to the homes of all out-of-province workers to the job site. Should this occur, the Contractor shall immediately advise the Association and the Council of its travel cost policy for all out-of-province workers.
2. Hiring: It is agreed that the Association shall direct MAET to inform all relevant AHC affiliated local unions, by e-mail or phone, when a job order proceeds to the referral stage outlined in Article 12.1.1.6. This will then allow the local union a maximum of 48 hours to register their local union members with the JRS, making them eligible for referral under Article 12.1.1.6.

Agreed to this 13th day of February, 2008.

Allied Hydro Council of Manitoba

Hydro Projects Management Association

President: "Jim Murphy" _____

_____ "Don E. Rogalsky" _____

Executive Director: "David Martin" _____

_____ "Angie Adams" _____

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 13

Whereas the Association and the Council have discussed Isolation Leave provisions for the Wuskwatim General Civil Contract in light of potential shortages of workers which may occur from time to time in some Classifications;

And whereas they have concluded that, in order to secure job qualified workers Isolation Leave provisions need to be enhanced for the duration of the General Civil Contract;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. All in-scope employees of the Wuskwatim General Civil Contractor (O’Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E shall be on the following Isolation Leave schedule: after 28 calendar days, the employee shall take Isolation Leave for 7 calendar days. This Isolation Leave schedule shall remain in place for the duration of the General Civil Contract. Employees may request, in writing, that their Isolation Leave be extended to 14 calendar days, which request shall be approved or denied at the option of O-N-E or the relevant Sub-Contractor to O-N-E.

2. A crew shall mean multiple trades working on a common assignment, as designated by O-N-E or a Sub-Contractor to O-N-E. Notwithstanding the provisions of Section 1 above, where the majority of employees on a crew opt to take Isolation Leave for 14 calendar days, O-N-E or the relevant Sub-Contractor to O-N-E shall have the right to require all employees on the crew to take Isolation Leave for 14 calendar days.

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 15 - Wuskwatim Project - Labourers (Appendix 1)

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rate for the following classifications in Appendix 1, Labourers, shall be enhanced to the following:

Blaster	\$29.75
Powderman	\$29.75
Drillers (Diamond, Wagon & Air Track Etc.)	\$29.75
General Construction Labourer (with 6 months or more experience on building construction in the industrial, commercial, or institutional sectors)	\$23.31
Vibrator Operator (under 4")	\$26.68
Screedman, Floatman	\$26.68
Jackhammer & Air Tool Operator (including Jack Leg and Stoper)	\$26.68
Small Mixer Operator (including operators of Grout mixers and gunnite tools) and Mortarman	\$26.68

Rock Scaler (Vertical Faces) \$26.68

Pipelayer, Caulker on Tile
and Concrete Pipe \$23.93

2. The Council acknowledges that the Wuskwatim General Civil Contractor (O’Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all Sub-Contractors to O-N-E may direct employees with multiple skills in the classifications of Vibrator Operator (under 4”), Screedman, Floatman, Jackhammer & Air Tool Operator (including Jack Leg and Stoper), Small Mixer Operator (including operators of Grout Mixers and gunnite tools) and Mortarman, and Rock Scaler (Verticle Faces), to work in different classifications at different times, entirely in the discretion of O-N-E and its said Sub-Contractors.
3. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 9.1 of Appendix 1.
4. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O’Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with Appendix 1.

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 16 - Wuskwatim Project - Operating Engineers [Appendix 2a)]

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 2a), Operating engineers, shall be enhanced to the following:

Group 2

Operators of backhoes and gradalls

[a) b), and c)]

Level 1: \$27.00*

Level 2: \$29.00*

Group 3 **

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

[a) b), and c)]

Level 1: \$24.00*

Level 2: \$26.00*

Level 3: \$28.00*

Group 4 **

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

[a) b), and c)]

Level 1: \$24.00*

Level 2: \$26.00*

Level 3: \$28.00*

Group 9 **
Operators of inboard or outboard
boats with motors rated
[a) and b)] Level 1: \$24.00*

Group 10 **
Operators of Motor Graders
[a) and b)] Level 1: \$24.00*
Level 2: \$26.00*
Level 3: \$28.00*

Group 12 **
Operators of Forklifts (only) Level 1: \$24.00*
Level 2: \$26.00*
Level 3: \$28.00*

Group 15 **
Operators of self-propelled
vibratory compactors and
tractor hauled compactor units
[a) and b)] Level 1: \$24.00*

* Where more than one wage rate level (Levels 1 and 2 or Levels 1, 2, and 3) has been assigned to a Group above, the Wuskwatim General Civil Contractor or a Sub-Contractor to the Wuskwatim General Civil Contractor, as the case may be, shall have the exclusive right to classify employees on their skill level, ability to perform the work, degree of skill required to perform particular work, and on the said Contractor or Sub-Contractor's ability to recruit and retain suitable employees. The Council acknowledges that the assigning wage rate levels and promoting to higher wage rate levels is entirely in the discretion of the said Contractor or Sub-Contractor at all times.

** The Council acknowledges that the Wuskwatim General Civil Contractor or a Sub-Contractor to the Wuskwatim General Civil Contractor, as the case may be, may direct employees with multiple skills in the classifications outlined above in Groups 3, 4, 9, 10, 12, and 15 to work in different classifications at different times, entirely in the discretion of the said Contractor and Sub-Contractors.

Group 6
Operators of Batch Plants
[a); over 200 cu.yd per
hour rated only]
including Ice Plants \$31.70

Group 14	
Operators of Concrete Pumps (only)	\$31.70
Group 18	
Heavy Duty Gas and Diesel Mechanics:	
a) with a certificate of qualification	\$33.00
b) without a certificate of qualification	\$31.00
Group 19	
Serviceman	\$24.00
Group 20	
Drill Doctor (Drill Mechanic)	
[a) and b)]	\$31.00
Bit Sharpener	\$28.00
Group 21	
Welders:	
a) CWB certified	\$31.00
b) Non-certified	\$29.00
Group 14	
Operators of Diamond and Air drills	\$27.35

2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 9.1 of Appendix 2a).
3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 2a).

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

"David Martin"

"Jim Murphy"

Hydro Projects Management Association

"Don E. Rogalsky"

"Ralph Wittebolle"

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 17 - Wuskwatim Project - Carpenters (Appendix 4)

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 4, Carpenters, shall be enhanced to the following:

Journeyman Carpenters (Certificate of Qualification, or Proficiency or Exemption)	\$32.00
Other Carpenters	\$31.00

2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 11.1 of Appendix 4.
3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 4.

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 18 - Wuskwatim Project - Teamsters (Appendix 3)

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 3, Teamsters, shall be enhanced to the following:

Group 1 (all)	\$25.00
Group 2 (all)	\$24.00
Group 3 (all except warehouse person after 6 months)	\$23.00
warehouse person after 6 months	\$26.00
Group 4 (all except warehouse person starting rate)	\$22.00
warehouse person (starting rate)	\$24.00
Group 5 (all)	\$26.00

2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 9.1 of Appendix 3.

3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 3.

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

"David Martin"

"Jim Murphy"

Hydro Projects Management Association

"Don E. Rogalsky"

"Ralph Wittebolle"

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 19 - Wuskwatim Project - Ironworkers (Appendix 12]

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 12, Ironworkers, shall be enhanced to the following:

Journeyman, Structural Ironworkers and Ironworker Welders	\$33.00
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2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 14.1 of Appendix 12.
3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 12.

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 20 - Wuskwatim Project - Rodmen [(Appendix 12a)]

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 12a), Rodmen, shall be enhanced to the following:

Journeyman Reinforcing Rodmen \$29.50
1st level Apprentice - 65% of above Journeyman rate
2nd level Apprentice - 75% of above Journeyman rate
3rd level Apprentice - 85% of above Journeyman rate

2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 13.1 of Appendix 12a).
3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 12a).

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 21 - Wuskwatim Project - Cement Masons [(Appendix 8a)]

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 8a), Cement Masons, shall be enhanced to the following:

Journeyman Cement Masons \$31.00

2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 8.1 of Appendix 8a).
3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 8a).

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

BURNTWOOD / NELSON AGREEMENT (BNA)

Letter of Agreement No. 22 - Wuskwatim Project - Office and Professional Employees
(Appendix 15)

Whereas the Association and the Council have discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

An whereas they have concluded that there are shortages of job qualified workers in those Classifications and the present wage rates in those Classifications need to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows for the Wuskwatim General Civil Contract only:

1. Effective March 15, 2009, the wage rates for the following classifications in Appendix 15, Office and Professional Employees, shall be enhanced to the following:

Instrumentman I	\$30.00
Instrumentman II	\$32.00

In addition, should the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) or a Sub-Contractors to O-N-E hire or appoint a Senior Instrumentman II, the said Senior Instrumentman II shall be paid a minimum of \$1.25 above the rate of the person with the highest rate being supervised.

2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with Section 9.1 of Appendix 15, with the exception of the \$1.25 enhancement for a Senior Instrumentman II, which shall remain at \$1.25.
3. It is understood and agreed that these enhanced rates shall apply only to in-scope employees of the Wuskwatim General Civil Contractor (O'Connell-Neilson-EBC General Partnership, hereinafter referred to as O-N-E) and all in-scope employees of all Sub-Contractors to O-N-E. These enhanced rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to the non-enhanced wage rates calculated in the normal manner in accordance with the provisions of Appendix 15.

Agreed to this ___13___ day of March, 2009.

Allied Hydro Council of Manitoba

“David Martin”

“Jim Murphy”

Hydro Projects Management Association

“Don E. Rogalsky”

“Ralph Wittebolle”

LETTER OF AGREEMENT

Burntwood/Nelson Agreement

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

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 (BNA)

Letter of Agreement No. 24 - Wuskwatim Project - Application of Letters of Agreement No. 15 thru No. 22, Inclusive

Whereas the Association and the Council have previously discussed the availability of job qualified workers in certain Burntwood Nelson Agreement (BNA) Classifications;

And whereas they concluded that there are shortages of job qualified workers in those Classifications and that wage rates in those Classifications needed to be enhanced for the Wuskwatim Project General Civil Contract in order to attract and retain job qualified workers to the Wuskwatim Project, given that it is in a remote area, with a work camp, which enhancements were implemented via Letters of Agreement No. 15 thru 22, inclusive;

And whereas they concur that those same enhancements should apply to the in-scope employees of all Wuskwatim Contractors and Sub-Contractors until the Wuskwatim General Civil Contract has been completed, in order to attract and retain job qualified workers in those Classifications to the Wuskwatim Project, given that it is in a remote area, with a work camp;

Now therefore, in consideration of the foregoing, the Association and the Council hereby agree as follows:

1. Effective July 15, 2009, the enhanced wage rates stipulated for the classifications referenced in Letters of Agreement No. 15 thru No. 22, inclusive, shall apply to the in-scope employees of all Wuskwatim Contractors and Sub-Contractors.
2. The above enhanced rates shall remain effective until April 30, 2010, at which time they shall be escalated in accordance with the relevant Appendices, as provided in Letters of Agreement 15 thru 22, inclusive.
3. It is understood and agreed that these enhanced wage rates shall expire once the Wuskwatim General Civil Contract has been completed, at which time all wage rates shall convert back to non-enhanced wage rates calculated in the normal manner in accordance with the provisions of the relevant Appendices, as provided in Letters of Agreement 15 thru 22, inclusive.

Agreed to this 24th day of July, 2009.

Allied Hydro Council of Manitoba

Hydro Projects Management Association

”Jim Murphy”

“Don E. Rogalsky”

“David Martin”

“Craig Michaluk”