

PROJECT MANAGEMENT **AGREEMENT**

between

The Manitoba Building and Construction Trades Council

and

The Manitoba Floodway Authority

2005 - 2009

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PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
(Hereinafter called the "MFA")

of the first part

and

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

of the second part on its own behalf
and on behalf of the following Affiliate Local Unions:

Construction & Specialized Workers Union Local 1258

International Union of Operating Engineers Local 987

General Teamsters Local 979

Millwrights Local Union 1443

United Brotherhood of Carpenters & Joiners of America Local 343

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

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

International Brotherhood of Electrical Workers Local 2085

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

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

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

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

International Union of Elevator Constructors Local 102

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

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

of the third Part:

PREAMBLE

Whereas, the Manitoba Government has entered into a Federal-Provincial agreement for the purpose of constructing the expansion of the Red River Floodway.

And Whereas, the construction of this project is a strategic infrastructure program that is of vital importance to the community of Winnipeg and to the people of Manitoba.

And Whereas, the MFA and the Council recognize the tremendous importance of the success of this project to the people of Manitoba and confirm this project must be completed expeditiously, efficiently and economically.

And Whereas, the MFA and the Council recognize the importance of providing direct economic benefits to the local communities and the importance of developing employment/training equity initiatives for Manitobans.

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

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

And Whereas, qualified Manitoba Contractors have employees who are Manitoba residents and competent and qualified to perform the work associated with the project.

Now therefore the Parties mutually agree as follows:

ARTICLE 1 PARTIES

- 1.1 Manitoba Floodway Authority (MFA) is the Crown Corporation established by the Province of Manitoba and charged with the responsibility of the construction of expansion of the Red River Floodway.
- 1.2 Contractors including sub-contractors are contracted to perform work on the Floodway Expansion Project. All Contractors and sub-contractors will be governed by all terms and conditions of this Project Management Agreement (PMA) as if a party thereto.

All Contractors as a condition to being awarded any work coming within the scope of this PMA shall sign a copy of this PMA and be bound thereby.
- 1.3 Manitoba Building and Construction Trades Council (MBCTC) is composed of the affiliated local construction trades Unions as provided for in the constitution and by-laws of this Council.
- 1.4 The MBCTC hold themselves out as having the necessary authority to act as the exclusive and irrevocable agent of the Affiliate Local Unions for the purpose of collective bargaining and administering this PMA on behalf of the members of the Affiliated Local Union.
- 1.5 The MBCTC and the Affiliate Local Unions agree, if required, to consent to any amendment of a CLRAM or other agreement to ensure they have the necessary authority to comply with the provisions herein.
- 1.6 The Unions agree to be governed by all terms of this PMA and by all lawful settlements of disputes and grievances pursuant thereto.

ARTICLE 2 DEFINITIONS

Article 2 (2.12) Revised, Appendix "D" MOU #1

See also Appendix "D", MOU #2 for interpretation re: joint venture/partnerships

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

- 2.1 "MFA" means the Manitoba Floodway Authority.
- 2.2 "Affiliate Local Union" means trade Unions which are represented by the MBCTC and who perform work on this project.
- 2.3 "Employer" means any contractor engaged in work within the scope of this project.
- 2.4 "Contractor" means any company engaged in work within the scope of this project.
- 2.5 "Reference Agreements" – collective agreements which the Parties have agreed will be used for reference purposes or to supplement the provisions herein but in the event of conflict with any provision of the PMA, the PMA will prevail.
- 2.6 "Party(ies)" – The Manitoba Building and Construction Trades Council, and the Manitoba Floodway Authority.
- 2.7 "Escalation" means the automatic revision of specifically referred to provisions of this PMA to match those of Reference Agreements as they change from time to time.
- 2.8 "Project" means work set out in construction tender documents.
- 2.9 "Aboriginal Person" means all individuals identified by the Canadian Constitution and recognized by the Aboriginal communities.
- 2.10 "Work Stoppage" means any cessation of work on the Floodway Expansion Project whether by strike, lockout or otherwise.
- 2.11 "Floodway Site Representative" shall be an individual appointed by the MFA for the purpose of assisting with labour relations matters on this project.
- 2.12 "Current Employee" means an individual who:
 - a) has been registered with a Union Hiring Hall for a cumulative period of not less than two weeks prior to that individual's date of referral to a Contractor awarded a contract by the MFA; or
 - b) has worked for the Contractor for a cumulative period of not less than 200 hours within the 12 month period prior to a contract being awarded to a Contractor by the MFA; or
 - c) has been hired in accordance with Article 22 of the PMA by a Contractor who has been awarded a contract by the MFA, and has worked for the Contractor for a cumulative period of not less than 200 hours.
- 2.13 "Hiring Hall Referral" means a person referred by one of the Unions who is job qualified to fill a job order.
- 2.14 "Equity Hire" means a person who is generally underrepresented in the Manitoba workforce and includes Aboriginal people, women, visible minorities and persons with disabilities and are ordinarily a resident of Manitoba.

2.15 "Council" means The Manitoba Building and Construction Trades Council.

2.16 "Council Site Representative" shall be an individual appointed by the MBCTC for the purpose of assisting with labour relations matters on this project.

ARTICLE 3 - SAVINGS CLAUSE

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

ARTICLE 4 - SCOPE AND COVERAGE

Article 4 Revised, Appendix "D", MOU #17

4.1 Subject to the provisions of 4.2, this PMA applies to the Parties and all employees who are covered, or intended to be covered, by Appendix "C" including the Schedules thereof and/or the Reference Agreements and who are employed by Contractors awarded construction work by the MFA associated with the expansion of the Floodway and to any Subcontractor thereof and their respective employees involved in such construction work.

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

- a) The onsite construction installation, upgrade, repair, dismantling or demolition of structures, devices, diverter spillways, dykes, channel work, roads and bridges necessary for the completion of the expansion of the Floodway.
- b) The onsite operation and maintenance of all heavy construction equipment including trucks and batch plants.
- c) The transporting of materials from designated stock piles or storage areas on the Project Site; and the transporting of concrete and asphalt from its off loading point on the Project Site to its installation point and the placement/installation of such materials; and the transporting of dismantled components of bridges or debris arising from demolition of structures or foundation preparation activities to its storage or disposal point, whether onsite or offsite.
- d) The delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas, by any entity, when such materials are to be utilized in conjunction with any of the following contracted construction work:
 - West Dyke Reconstruction
 - Inlet Control Structure erosion protection
 - Low flow channel rock riprap lining
 - Outlet Structure
 - Red River West Bank erosion protection near Outlet Structure
 - Any other Contracts involving the delivery of aggregate which are designated by the MFA in the tender documents as being subject to the provisions of Article 4.1.1(d).
- e) Subject to 4.2 (j), the delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas when such materials are to be utilized in conjunction with the installation, replacement, repair, removal or dismantling of bridges provided such materials are transported by an entity having the status of Contractor or Subcontractor under the terms of the PMA.

The provisions of 4.1.1(e) shall also apply to any other such work which is not covered by the provisions of 4.1.1(d).

- f) Subject to 4.2 (f), the onsite activities associated with the dismantling for inspection, repair or replacement of existing components or equipment generally associated with Floodway Control Structures (Inlet Control Structure and Outlet Structure); and the subsequent installation of renovated or new components thereof.
- g) Any other work or classification that the Parties mutually agree falls within the scope of this PMA.

4.2 This PMA shall not apply to:

- a) Project site work that is not within the jurisdiction of the MFA.
- b) Employees of the MFA.
- c) Engineers and other professional staff, technical staff, administration and office staff, security staff, catering staff and all levels of supervision above the rank of foreman, except as otherwise may be provided in a Reference Agreement.
- d) Non-continuous work required on heavy construction equipment covering warranty repairs and technical support on maintenance.
- e) Specialized work performed by technical specialists from the equipment manufacturer on permanent equipment which was not assembled under the Scope of the PMA; testing, inspection or service work performed under warranty by technical specialists from the supplier or manufacturers on any equipment installed under the Scope of the PMA.
- f) The repair or renovation of existing components or equipment generally associated with Floodway Control Structures, performed in facilities located off the Project Site.
- g) The delivery of parts, equipment and materials to the Project Site on the basis of one drop per load. This provision shall not apply to the delivery of aggregate including riprap, as described in 4.1.1(d) and (e) above.
- h) The delivery of concrete by concrete mixer trucks to its offloading point on the Project Site.
- i) The delivery of asphalt to its offloading point on the Project Site.
- j) The delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas when such materials are to be utilized for the purposes described in 4.1.1(e) above, including the spreading of the aggregate by means of the delivery vehicle, carried out by an entity which, pursuant to the PMA, does not have the status of Contractor or Subcontractor.
- k) Any other work or classification that the Parties mutually agree does not fall within the scope of this PMA.

ARTICLE 5 - NO STRIKE/ NO- LOCKOUT

Article 5 Revised, Appendix "D", MOU #12

- 5.1 It is understood and agreed by the Parties that this provision is a requirement with which all Contractors and all employees will abide.
- 5.2 Neither the MBCTC, nor any representative of the MBCTC or any of the Affiliated Local Unions, nor any affiliated employee covered by this PMA shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work,

study session, slowdown or work stoppage of any kind on the part of any employee or group of employees during the term of this PMA.

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

ARTICLE 6 - NO CERTIFICATION

The MBCTC and the Affiliated Local Unions shall not authorize, encourage, engage in or condone any attempts at certification of a Contractor while the Contractor is performing work on this Project.

ARTICLE 7 - MANAGEMENT RIGHTS

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

ARTICLE 8 - ADMINISTRATION MEETINGS

Joint meetings between the officers of the MBCTC and the designates of the MFA shall be held every month or more often as deemed necessary if mutually agreed to by the parties to review and study any matter affecting labour relations for the Project.

Administration meetings shall include the specific review of Equity Hires, Current Employee status, tender awards, composite crew requests, and safety issues, as well as, any other issue that the parties feel appropriate to ensure harmonious labour relations on the site.

ARTICLE 9 - TERM OF AGREEMENT

This PMA shall be effective on the date of signing and shall continue in effect until whichever is the later of:

- a) December 31, 2009 or
- b) 12 months beyond the completion of work on site.

ARTICLE 10 - JUST CAUSE

No employee shall be disciplined or dismissed except for just cause.

ARTICLE 11 - EQUITY EMPLOYMENT

Article 11 Revised, Appendix "D", MOU #15

- 11.1 The PMA is intended to facilitate the hiring, training and advancement towards the attainment of journeyman status or its equivalent in the case of non-designated trades of Equity Hires (see Article 2.14 and Appendix "A") on the Floodway Project.
- 11.2 The Equity Hire objective for all Construction Contracts on the Project will be employment of a minimum of twenty percent (20%) of the Contractor's overall in-scope workforce to be comprised of Equity Hires.
- 11.3 Pursuant to the PMA, the sources of Equity Hires will include:
 - a) The Contractor's Current Employees (see Article 2.12), and,
 - b) The hiring procedure and referral system (see Article 22 and in particular, Article 22.4 and 22.5.10), and,
 - c) The Floodway Training Initiative (see Article 22.2.1).
- 11.4 Supplemental to 11.3 (c), if journeymen in that trade are not available and provided the hiring of such apprentices would be in conformity with applicable apprentice to journeyman ratios, the Contractor may elect to hire Equity Hire apprentices or trainees if the minimum 20% threshold is not being achieved.
- 11.5 Failure of a Contractor to meet the Employment Equity objectives as set out in this Agreement shall equate to a violation of the PMA, save and except if the Contractor can clearly demonstrate through the retention and sharing of said information with the MFA that job-qualified Equity Hires were either not available or available but elected not to work on the Project.

ARTICLE 12 - UNION SECURITY

12.1 Union Membership

All employees covered by this PMA who are members or who secure membership in the appropriate Affiliate Local Union shall maintain such membership in good standing as a condition of employment.

- 12.2 All employees employed by Contractors who are not members of the Union shall not be required to join the Union but shall be required to pay an amount equal to the amount required to be paid by a Union member.

- 12.3 All employees performing work under this PMA, whether or not a member of an Affiliate Local Union, shall be represented by the Council and/or the appropriate Affiliate Local Union, party to this PMA and recognized by the Labour Relations Act of Manitoba.
- 12.4 It is understood and agreed that all employees covered by this PMA have the opportunity, should they so desire, to seek membership in an Affiliated Local Union.
- 12.5 The Contractor shall not discriminate against any employee by reason of the employee's membership in the Affiliate Local Union or participation in lawful Union activities.

ARTICLE 13 - DUES, FUNDS AND ADMINISTRATIVE FEE CONTRIBUTIONS

Article 13 Revised, Appendix "D", MOU #8.

See also Appendix "D", MOU #4 and #5 for interpretation re: MFA Sponsored Plans and Application of Employer Plans

- 13.1 The Contractor shall make all required contributions and effect employee deductions (i.e. payroll deduction) for all employees covered by the PMA for all funds as stipulated in Appendix C, the Reference Agreements or other areas of the PMA as applicable, including but not limited to Trust Funds, Trade Improvement Plans, Education Funds, and Industry Promotion Funds.
 - 13.1.1 The Contractor shall make deductions from wages of all employees covered by the PMA in respect of union dues or service fees equating to union dues and assessments due to the Manitoba Building and Construction Trades Council (MBCTC). The MBCTC shall advise the Contractor and the MFA in writing, in advance, of the required dues, assessments and initiation fees and any changes thereto.
 - 13.1.2 When an employee joins a union, the Union shall be responsible for obtaining the employee's written authorization and submitting same to the Contractor detailing the arrangements for payment of initiation fees if such fees are to be collected via payroll deduction.
- 13.2 The Contractor will be responsible for preparation of MFA Remittance Forms for the funds, dues, assessments and initiation fees referenced in Article 13.1. The Contractor may opt to use his own remittance forms however, the format/content of such forms shall be subject to the approval of the MFA.
- 13.3 The Contractor shall remit all contributions and deductions and corresponding remittance forms to a designated independent third party by the 10th of the month following the month for which contributions and deductions were made. The independent third party shall arrange for the distribution of monies to the applicable local Union, the MBCTC or the MFA-Sponsored Plans, as applicable.

ARTICLE 14 – MFA, MBCTC AND UNION REPRESENTATIVES

Article 14 Revised, Appendix "D", MOU # 13

- 14.1
 - a) The Affiliate Local Union, where members of that Union are employed by a Contractor, may appoint or arrange for the election of a Steward(s) from among the members so employed.
 - b) A non-working Steward will not be permitted.
 - c) The Council or the Affiliate Local Union shall notify the Contractor and the Floodway Site Representative, in writing, within forty-eight (48) hours (excluding non-working days) of the appointment of any Steward or when an employee ceases to act as Steward.
 - d) The Contractors shall recognize that the Steward is acting for those employees employed by that Contractor. The Steward shall not be discriminated against for expressing the wishes of

any such employees. The Steward may be called upon by the Contractor to assist in the settlement of grievances pursuant to the provisions of Article 18 of this PMA.

- e) The Steward shall not be responsible for the interpretation or application of this PMA in any way.
- 14.2
- a) The MBCTC shall appoint a Council Site Representative who will be vested with full authority and power to service members of the Unions, administer the application of the terms of this Agreement and assist the MFA in implementation of employee-oriented programs. The MFA agrees to recognize said representative.
 - b) In addition to the Council Site Representative, other duly authorized Affiliate Local Union representatives, carrying a properly authorized credential of the Council will be allowed access to the Project site to conduct Union business, provided this is done without interfering with the progress of the work and the Local Union Representative complies with the following procedures:
 - i. With the exception of emergencies, the Local Union Representative will provide reasonable prior notification to the Contractor(s), of the date of his intended site visit. Such notification shall be concurrently provided to the Floodway and Council Site Representatives.
 - ii. On arrival at the Project Site, the Local Union Representative firstly reports to the Site Office of the Contractor(s). While on the site, the Local Union Representative must adhere to all safety requirements arising from that Contractor's safety orientation program.
- 14.3 The MFA shall appoint a Floodway Site Representative who will be vested with full authority and power to service MFA Contractors and Subcontractors and administer the application of the terms of this Agreement. The MBCTC agrees to recognize said representation.
- 14.4 If requested by a Contractor, the Floodway and Council Site Representatives shall be present at any discussions between the Local Union Representative and the Contractor, relating to the Agreement.
- 14.5 It is agreed that no Site Representative, Affiliate Local Union or Contractor has any power to alter or amend this PMA in any way. This is not meant to discourage arrangements made on site between the Site Representatives to resolve issues and disputes or institute mutually acceptable solutions. These arrangements, however, shall not have the effect of altering the PMA and are not to be used as past practice to interpret the PMA.

ARTICLE 15 - SAFETY AND HEALTH

The following provisions shall apply except where there is specific language in a Reference Agreement related to a particular trade, in which case the language in the Reference Agreement shall apply.

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

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

Any employee to whom safety clothing or equipment is supplied shall be responsible for loss of the same or damage other than normal wear and tear; this shall include rainwear when necessary. An employee will be deducted from his/her outstanding wages for costs of above if he/she fails to return the same to the Employer upon termination of his/her employment.

ARTICLE 16 - SEXUAL AND WORKPLACE HARRASSMENT

- 16.1 Any discriminatory behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated. Personal harassment is defined to include but not be limited to discrimination on the basis of gender, race, national or ethnic origin, colour, religion, age, sexual orientation, pregnancy, child birth, marital status, disability, conviction for which a pardon has been granted, political affiliation. Union membership, participating in the lawful activities of the Union and preventing by any means

or manner of the exercise of any right conferred under this PMA or under any law of Canada and the Province of Manitoba.

- 16.2 Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances. Employees have the right to work in an environment free from harassment, including sexual harassment, and the parties shall take all steps necessary to ensure a harassment free workplace.

ARTICLE 17 - SHELTER AND SANITARY ARRANGEMENTS

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

17.2 Sanitary Conditions

- a) The Employer shall provide adequate sanitary facilities on the job site to commensurate with the number of employees working as set out in Municipal, Provincial and Federal government regulations.
- b) The Employer shall be responsible for the provision, maintenance and cleanliness of sanitary facilities on the site and for keeping all areas free of hazards and debris. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness.
- c) Where clean-up facilities are not provided, approved chemical hand cleanser and paper towels shall be provided at no cost to the employee.
- d) Where there is no potable running tap water available, bottled drinking water and paper cups shall be provided by the Employer.

ARTICLE 18 - GRIEVANCE PROCEDURE

Article 18 (Step 3) Revised, Appendix "D", MOU #6 superceded by Article 18 Revised, Appendix "D", MOU #14

- 18.1 It is agreed that it is the spirit and intent of this PMA to adjust grievances promptly.
- 18.2 "Grievance" means any difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of this PMA whether between the Contractor and any employee bound by this PMA or between the Contractor and an Affiliated Local Union and/or the Council. The MFA, the Contractor and the Council shall all have the right to initiate a grievance at 18.3.2, Step 2 (c).
- 18.3.1 Step 1
The employee or employees concerned, with or without the presence of a job Steward shall first seek to settle the grievance by discussion with the appropriate Trade Foreman. If a satisfactory solution of the grievance is not reached in this manner within three (3) working days after the incident giving rise to the grievance, the griever(s) may proceed to Step 2, providing that is done within a further period of three (3) working days.

18.3.2 Step 2

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

18.3.3 Step 3

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

18.3.4 Step 4

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

Bill Hamilton
Blair Graham
David Marr
Diane Jones
Michael Werier

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

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

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

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

The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have the authority to make decisions only on issues presented to him/her. He or she shall not have the authority to change, amend, add to or detract from any of the provisions of this PMA.

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

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

ARTICLE 19 - JURISDICTION AND WORK DESIGNATION

19.1 Trade Work Assignments

The purpose of this procedure is not designed nor is it intended to undermine the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The adjudication of jurisdictional disputes procedure is agreed to between the MFA, the Council, and the Unions to provide the Operator with a dispute free service.

When a jurisdictional dispute occurs, the Plaintiff Union(s) shall within two (2) working days serve upon the Union who has been assigned the work in question with a notice that a dispute exists. The notice shall include a full and detailed description of the disputed work. A copy of the dispute notice shall be served on the Contractor.

The affected Union business managers or representatives shall meet at the plant within two (2) working days of the notice to effect.

If the Unions are unable to reach agreement they shall jointly render a statement of facts of the dispute immediately to their respective International Representatives with copies to the Contractor.

The International Representatives of the affected Unions shall meet within two (2) working days from receipt of the statement of facts to effect a settlement. If the International Representatives are unable to reach agreement, they shall jointly render a statement of facts of the dispute immediately to their respective Affiliated Local Unions with copies to the Contractor.

If the dispute has not been settled, the Contractor, the Plaintiff Union(s) or the Union who has been awarded the work in question may request adjudication of the dispute within two (2) working days from receipt of the statement of facts outlined above.

The request for adjudication of the dispute shall be served upon the Contractor, the Secretary of the Council and the affected Union(s) with a full and detailed description of the disputed work.

The Secretary of the Council shall contract the Adjudicator upon receipt of the request for adjudication and arrange for a hearing which shall be no later than three (3) working days from receipt of the request for adjudication. The Secretary of the Council shall notify all of the affected parties as to the date, time and precise location of the hearing.

19.2 Adjudication

The Adjudicator shall hear all evidence and review all written evidence (if applicable) and render a decision in absolute compliance with Article 19 of this PMA.

The Adjudicator's decision shall be rendered within two (2) working days of the hearing and shall include a brief statement of the description of the work in dispute. The Adjudicator's written decision shall be as brief and concise as possible.

The Adjudicator is prohibited from hearing a jurisdictional dispute if there exists any job impediments relating to the disputed work caused by a Plaintiff Union. The Contractor shall continue with the original assignment.

All correspondence relating to a jurisdictional dispute shall be served upon the affected parties by fax with the original by mail.

If requested the Contractor shall attend all meetings and/or hearings and shall furnish a full description of the disputed work.

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

Legal representation is prohibited from any meetings or hearings.

Any decision of the Adjudicator is binding on all parties and shall be implemented immediately.

Any decision of the Adjudicator may be appealed to the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry AFL-CIO.

19.3 Funding

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

The MFA, the Council and the Affiliated Local Union agree that Bill Hamilton shall serve as Adjudicator during the life of this PMA.

Affected parties attending the hearing shall be limited to two (2) accredited representatives.

The Adjudicator is not authorized to award back pay or any other damages for a mis-assignment of work. No party to this plan may bring an independent action for back pay or any other damages, based upon a decision of the Adjudicator.

19.4 Adjudicator Review

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

The Parties agree to the appointment of Frank Thomas to act as an alternate Adjudicator in the event that the primary Adjudicator is unavailable.

19.5 Composite Crews

Composite crews will be allowed on the Floodway Expansion Project. The MFA will have final approval and shall ensure that composite crews maintain productivity and safety standards and comply with traditional trades' designations.

Prior to approving composite crews, the MFA shall discuss the make-up of said crew with the Council and review all evidence submitted in support of traditional trade work assignments. In approving composite crews, the MFA shall not approve a composite crew that has been proposed primarily for economic reasons.

ARTICLE 20 - REPORTING TIME

- 20.1 When an employee takes his/her tools on the job and reports to the Contractor for the first time after being hired and is refused work for reasons other than inclement weather or the result thereof, or other emergency beyond the control of the Contractor, he/she shall be paid for the hours remaining in the shift, for which he/she initially reports, up to a maximum of four (4) hours at his/her straight time rate.
- 20.2 When an employee reports to work at his/her marshalling point, work shack or regular place of work, and is not assigned work by his/her Foreman or Employer for reasons other than inclement weather and/or matters beyond the control of the Contractor, he/she shall be reimbursed a minimum of two (2) hours pay (provided he/she remains on the job site for two (2) hours or if he/she is asked to remain on the job site for more than two (2) hours but less than four (4) hours, he/she shall be reimbursed a minimum of four (4) hours pay.
- 20.3 Every employee shall be advised of his/her marshalling point on the Project. If an employee's marshalling point is to be changed by the Contractor, he/she shall be advised before quitting time on the preceding shift.

ARTICLE 21 - VACATION PAY AND STATUTORY HOLIDAY PAY

Unless the provisions of the appropriate Reference Agreements are more favorable to the employee, the Employer shall pay to each employee, in lieu of vacation, vacation pay consistent with the requirements of Provincial legislation, unless otherwise provided for in the Reference Agreements.

Vacation pay shall be paid each pay period, shall be considered full payment of all vacation with pay owing to the employee as provided by applicable statute or regulation.

For greater clarity, in no case shall double payment, once under this clause and once under any statute or regulation, for vacation pay or vacation occur.

- 21.1 The following shall be observed as statutory holidays each year:

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

Any other day, which is proclaimed by the Federal or Provincial government as a holiday, shall also be observed.

- 21.2 Unless the provisions of the Reference Agreements are more favorable to the employee, the Employer shall pay to each employee, in lieu of pay for the holiday(s), statutory holiday pay in the amount of four percent (4%) of all regular straight time hourly wages.
- 21.3 No work shall be performed on Labour Day except in an emergency as necessary for the protection of life or property.
- 21.4 If an additional classification is required the Parties shall meet to establish the new classification and the corresponding wage rate.

ARTICLE 22 - HIRING PROCEDURE AND REFERRAL SYSTEM; TRANSFER PROVISION
Article 22 (22.1-22.8) Revised, Appendix "D", MOU #7
Article 22 (22.9) Revised, Appendix "D", MOU #11

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

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

- a) Job qualified means that a candidate for employment meets or exceeds the training, accreditation, skill and experience stated in a Contractor's Job Order.
- b) Job Referral Service (JRS) means the system established by Employment and Training Services of the Provincial government for the registration, and skills and experience identification of persons seeking employment on the Project; and the referral of such persons in response to a Contractor's Job Order.
- c) 'Job Vacancy' or 'vacancy' means an available position for a classification set out in one of the schedules of Appendix C (Heavy Construction) and/or the Reference Agreements.
- d) 'Union' means the Union identified with the Schedules of Appendix C and/or the Reference Agreements.
- e) 'Trade' means a major occupational grouping of classifications which have been incorporated directly or indirectly within one of the aforementioned Schedules or Reference Agreements, the scope of work of which are normally associated with the Union named therein.

22.2 Current Employees

The definition of a Current Employee is set out in Article 2.12 and when a person is hired (or in the case of Article 2.12(c) is to be designated) as a Current Employee, the Contractor shall:

- a) Complete, in all respects, the MFA's Bi-weekly Employment Report Form and include therein all Current Employees hired during this reporting period; such forms shall be remitted to and must be received by the MFA no later than five (5) working days from the end of each applicable bi-weekly period. The bi-weekly reporting period adopted by the prime contractor shall be utilized by any subcontractors.
- b) Canvas Current Employees to ascertain if any such employees also qualify as Equity Hires, as defined in Article 2.14. If a Current Employee qualifies and voluntarily elects to be recognized as an Equity Hire, the Contractor shall arrange for that person to complete the MFA's Voluntary Equity Self-Declaration Form which shall be submitted by the Contractor to the MFA along with the aforementioned Biweekly Employment Report.

22.2.1 Notwithstanding the provisions of Article 2.12, when any Contractor elects to employ or continue employing a person who has completed the Floodway Training Initiative (reference: Appendix 'A' of the PMA) and has acquired, pursuant to this Initiative, not less than 200 hours of paid work experience, that person shall be deemed to have met the requirements of Article 2.12(c). In such instances, the Contractor may utilize the provisions of Article 22.2 to have that person recognized as a Current Employee.

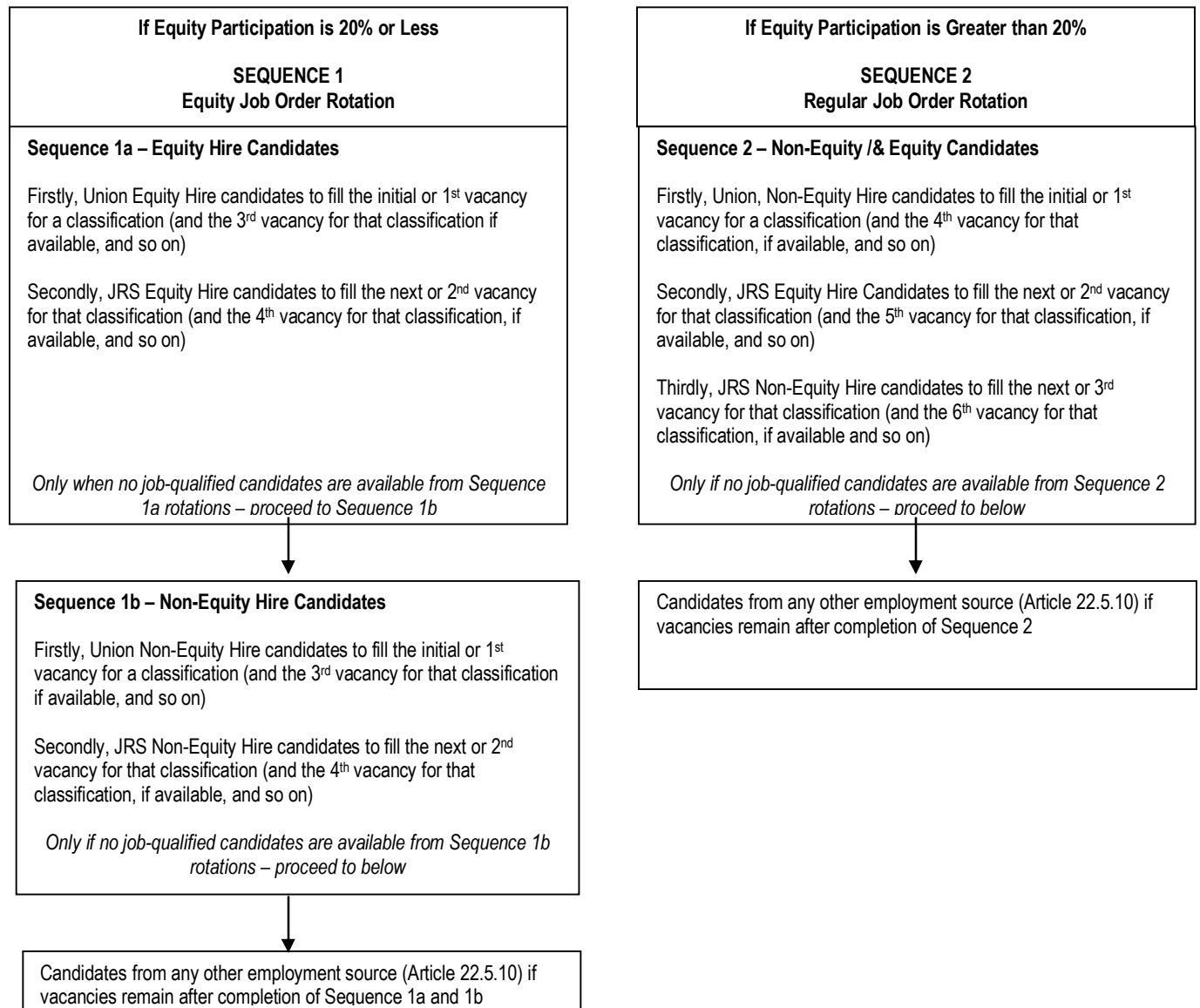
22.2.2 If requested by the MFA, the Contractor shall provide reasonable proof (e.g. payroll records, record of employment) that a particular Current Employee has met the requirements of 2.12(a), 2.12(b), or 2.12(c) as applicable or has otherwise been hired in accordance with Article 22. The Union(s) shall fully cooperate with the Contractor in providing such information in the case 2.12(a).

22.3 Subject to 22.4, the Contractor shall have the option of filling job vacancies firstly, by utilization of the Contractor's Current Employees. For this purpose, the Contractor will be solely responsible for interfacing with the applicable local Union for obtaining referrals who meet the definition of a Current Employee as set out in Article 2.12(a) and sourcing Current Employees covered by the provisions of Article 2.12(b).

22.4 When:

- a) A job vacancy cannot be filled by a Current Employee, or
- b) A job vacancy arises and the requirements of Appendix A of the Employment Equity Strategy Construction Contract, cannot be met solely through the use of Current Employees,

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



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

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

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

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

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

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

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

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

22.5 The following conditions are applicable to all Sequences:

22.5.1 On notification by the MFA, the Union shall refer to the Contractor, via the MFA, if available, one (1) job-qualified candidate for each vacancy which has been allocated to the Union by the MFA based on the sequence, rotation, and pursuant to the job order, the number of vacancies required for each classification. On the same basis, the Contractor shall be provided, via the MFA, if available, three (3) job-qualified candidates per assigned vacancy allocated to the JRS.

22.5.2 The names of referrals from the Union and the JRS shall be forwarded to the Contractor by the MFA as expeditiously as possible but in any event within 36 hours measured from the time of confirmation of this job order.

22.5.3 If job-qualified candidates are available from the Union but not the JRS, or the converse, the sequence shall nonetheless continue on this basis until the job order is filled or there are no job-qualified candidates to refer, whichever is the first to occur.

22.5.4 For candidates being referred from the JRS, the MFA shall, prior or concurrent to their referral, attempt to contact such candidates for purposes of confirming their availability and alerting them of the possible job opportunity and interviewing by the Contractor.

22.5.5 The Contractor shall make a reasonable effort to contact a referral to discuss and assess the candidate's suitability in relation to the Job Order. However, if a referral cannot be readily contacted or, if a call back message is left by the Contractor for which a response is not received within eight (8) hours, in either case the referral shall be deemed to be not available.

22.5.6 The Contractor has the right to reject any candidate referred in accordance with this Article:
i) if the candidate is not job qualified, or ii) if the candidate was previously employed on the Project and resigned within 30 calendar days of being hired or rehired or was discharged during the 12 month period preceding the Job Order, or iii) the candidate was previously employed on the Project and received more than two written warnings, or a suspension for inappropriate workplace-related conduct or activities, or iv) on any other reasonable grounds. The MBCTC shall have the right to grieve the decision of a contractor to reject any candidate referred in accordance with this Article only to the extent of and for the reason of claiming that a rejected referred candidate actually did meet the required qualifications specified in the job order.

22.5.7 If during the operation of a sequence:

- a) a Union referral(s) is rejected or otherwise not hired (see Article 22.5.8), or
- b) a JRS referral(s) is rejected or otherwise not hired,

and, as a consequence, the number of candidates remaining to be assessed by the Contractor is less than the number of vacancies remaining to be filled then, the Contractor shall immediately submit to the MFA, a request for additional referrals in which case the provisions of Article 22.5.1 shall apply. The names of such additional referrals from the Union and the JRS shall be forwarded to the Contractor as expeditiously as possible. The Contractor's request for additional referrals shall be accompanied by the MFA's reporting form stipulating the reason why a referral was not hired. If there are no job qualified candidates registered with the Union nor the JRS at the time of the Contractor's request for additional referrals, the process of filling the job order shall not be unduly delayed and in accordance with this Article the job order shall be advanced by utilization of the next Sequence or the provisions of Article 22.5.10, as applicable.

22.5.8 As vacancies in a Job Order are filled, the Contractor shall immediately complete and submit, on the MFA's form, requested information identifying referrals who were hired. Furthermore, for candidates who were contacted and interviewed but not hired, the Contractor shall specify the reason on the MFA form generally in accordance with:

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

For administrative purposes, a listing of such provisions shall be included on the MFA form.

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

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

- 22.5.10 On completion of Sequence 1 or Sequence 2, as applicable, and provided the Contractor has completed the assessment process for existing referrals and there are no job qualified candidates to refer, the Contractor may recruit persons from any other employment source. For a Contractor subject to Sequence 1, the Contractor will give preference, if available, to job-qualified Equity Hire candidates available from such other employment source.
- 22.6 Notwithstanding any of the foregoing provisions of this Article, if more than 72 hours have lapsed since the registration of a job order and vacancies remain, the Contractor may request the MFA to assess the likelihood of designated remaining vacancies being filled in the short term via a union or JRS referral. In such instances, if directed by the MFA, the process for filling designated vacancies shall immediately cease and the Contractor shall proceed in accordance with Article 22.5.10.
- 22.7 The MFA shall maintain a record of all Job Orders and the sequence the jobs are filled including the date, time and the name and preference of the person filling the job order.
- 22.8 The time limits in this Article shall be exclusive of Saturdays, Sundays and Holidays.
- 22.9 Transfer Provision
- When:
- a) A Contractor or Subcontractor is engaged on more than one Contract on the Floodway Expansion Project, covered by this Agreement, and
 - b) AN Employee of that Contractor or Subcontractor has been hired in accordance with Article 22 of the PMA,
- then that employee may be transferred by that Contractor or Subcontractor between applicable contracts on the Floodway Expansion Project.

ARTICLE 23 - LAYOFF

Article 23 Revised, Appendix "D", MOU #10

- 23.1 Subject to the provisions of Article 23.2, when a reduction in the Contractor's work force on the Project is to be carried out, the Contractor shall layoff employees, by classification, in the inverse order of hire (ie: last in, first out basis)
- 23.2 The order of layoff set out in Article 23.1 shall be followed except:
- a) When a contractor is not meeting the required 20% Equity-Hire participation rate, or as a result of the layoff, the participation rate would be less than 20%, in which case Equity Hire candidates should be retained in employment provided the provisions of 23.2(b) and/or (c) do not apply.
 - b) When an employee is not job qualified to perform the remaining work or whose overall skills, abilities, or work performance, in the judgment of the Contractor, compares less favourably to the overall skills, abilities, or work performance of others similarly employed.
 - c) When the progress and efficiency of the work would be significantly adversely impacted because of the resultant reallocation of employees to different work locations.
- 23.3 When an employee is required to be layed off as a result of equipment breakdowns, shortages of materials or parts, unscheduled cessation of work, operation of the Floodway or other like conditions, that person may be recalled for employment by the Contractor provided:

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

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

23.3.1 To initiate the recall mechanism, the Contractor shall contact the person and notify the MFA and the appropriate Local Union, if that person is a Union Member, of the re-employment.

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

ARTICLE 24 - HOURS OF WORK

24.1 Due to the nature of the Project, employees will normally be required, if directed, to work such hours per day as are deemed necessary by the Contractor for the efficient and effective completion of the work, up to six (6) days per week. Unless otherwise provided, Sunday will normally be a day of rest.

24.2 The hours of work for the Floodway Expansion Project are not guaranteed.

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

24.4 Regular hours of work will normally commence and end at the marshalling point, unless directed otherwise by the Contractor.

ARTICLE 25 - DAILY TRANSPORTATION - COMMUTING ALLOWANCE

25.1 An employee shall provide his/her own transportation at his/her own expense when commuting to a job site within twenty (20) kilometres of the Perimeter Highway of the City of Winnipeg.

25.2 Where employees are required to use their own transportation to jobs beyond the limits described in 25.1 above, they shall receive a car expense of thirty-eight (38) cents per kilometer traveled daily to and from the job site for that distance beyond the said limits. Commencing May 1, 2005, and yearly thereafter, the commuting allowance shall be adjusted by the percentage change in the Statistics Canada Index for Winnipeg Private Transportation Costs, March to March, provided that said amount shall not exceed the maximum permitted by Revenue Canada to be deducted as an expense to the Employer and not be treated as income to the employee. The commuting allowance may be adjusted by such other formula as the parties may mutually agree upon.

25.3 The distance to a job site from which commuting allowance will be paid is to be measured by automobile odometer over the shortest route which an automobile could reasonably be expected to travel and will be measured to the centre of the job site. The resulting distance, doubled to provide for a round trip, will be rounded off to the nearest whole kilometre. The result will determine the commuting allowance for that day.

25.4 The Employer may provide suitable transportation to and from a job site in lieu of commuting allowance provided for above, however, when such transportation is provided, it shall be from a convenient point within the City of Winnipeg which is readily accessible by employees and at which employees may park their cars while they are at work.

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

ARTICLE 26 - IN CASE OF INJURY

Should an employee, as a result of injury incurred in the performance of his/her work, require first aid treatment, said employee shall be paid for the time taken off work for the initial treatment. Should an employee be injured to the extent that said employee becomes a Worker's Compensation Act case, that employee shall be paid to the end of the shift in which the injury occurred.

- a) The employee must report the accident on the day it occurs, or as soon as he/she becomes aware that he/she has been injured, to his/her Foreman or Employer and compensation forms are to be filled out correctly, as soon as possible, when necessary.
- b) The Foreman or Employer's agent shall gather the injured employee's tools and belongings and place them in his/her tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the employee returns to work.

ARTICLE 27 - TERMINATION OF EMPLOYMENT

- 27.1 When an employee terminates his/her employment he/she shall give the Employer one (1) hour's notice.
- 27.2 When an employee is laid off, the Employer shall give him/her one (1) hour's notice with pay to allow him/her sufficient time to clean and pack his/her tools and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his/her termination of employment, the employee's:
- a) Hourly rate of pay
 - b) Wages to time of lay off
 - c) Vacation pay allowance

- d) Travel allowance, commuting allowance and/or board allowance due (if any)
 - e) Record of Employment
 - f) Statutory holiday pay allowance
 - g) Statutory holiday and vacation pay amounts to be entered separately on the Record of Employment
- 27.3 If the employee prefers, he/she may inform the Employer upon leaving the job site that he/she will pick up the above items at the Employer's office in the afternoon of the second (2nd) working day after his/her employment is terminated. Out of Province Employers will be required to give each employee a statement of hours and overtime hours owing, signed by an authorized representative of the Employer, at the time of termination.
- 27.4 When an employee terminates his/her employment or is dismissed for cause the Employer will mail to him/her all pay records and allowances no later than seventy-two (72) hours of receiving his/her last time card.

ARTICLE 28 - WAGE RATES, REFERENCE AGREEMENTS AND ESCALATION

- 28.1 The classifications, wage rates, fund contributions and other provisions specifically identified in the attached Reference Agreements shall apply to all work in those classifications under this PMA. Automatic Escalation shall apply.
- 28.2 Where there is no appropriate Reference Agreement dealing with a classification, the Parties shall establish a rate of pay and a method of providing automatic Escalation of said rate during the term of this PMA.
- 28.3 If during the term of this PMA, a Reference Agreement(s) ceases to exist, its provisions shall continue uninterrupted for the purposes of this PMA and the Parties shall meet within 30 days of notification from either Party to determine a method of dealing with those provisions covered by the Reference Agreement.

ARTICLE 29 - INTERPRETATION OF THE PROJECT MANAGEMENT AGREEMENT

Interpretation of this PMA shall be restricted to the MFA, the Council, and an Arbitrator appointed under the provisions of Article 18 of this PMA, with the exception of those portions of CLRAM Reference Agreements which are being utilized in this PMA, in which case the CLRAM and the applicable Affiliated Local Union shall have standing.

ARTICLE 30 - ENABLING CLAUSE

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

Such modifications may apply to a single Union, several Unions or all the Unions.

It is further understood and agreed to by the Parties hereto that where mutual consent for such modifications cannot be achieved the matter shall not be subject to either the grievance or arbitration process.

IN WITNESS WHEREOF the Parties hereto have executed this Project Management Agreement to take effect as of and from the 24 day of March, 2005.

MANITOBA FLOODWAY AUTHORITY

Per:




Chief Executive Officer

MANITOBA BUILDING AND CONSTRUCTION TRADES COUNCIL

Per:



President



Executive Director



Secretary-Treasurer

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

Construction & Specialized Workers Union Local 1258

Per: Gordon Guiboche, Business Manager

International Union of Operating Engineers Local 987

Per: Jim Murphy, Business Manager

General Teamsters Local 979

Per: Rick Ashdown, Principal Officer and Secretary Treasurer

Millwrights Local Union 1443

Per: Alan Szmerski, Business Agent

United Brotherhood of Carpenters & Joiners of America Local 343

Per: Jason Rowe, Executive Secretary Treasurer

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

Per: Ken Penner, Business Manager

International Union of Painters & Allied Trades, Glass-workers Division, Signworkers & Carpet & Floor Tile Layers Division Local 739
Per: John Sedor, Business Manager

International Brotherhood of Electrical Workers Local 2085
Per: Ron Stecy, Business Manager

International Union of Bricklayers & Allied Craftworkers Local Union No. 1
Per: Frank Krauthaker, Business Manager

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local 254
Per: John Moore, Business Manager

Sheet Metal Workers International Association, Roofers Division, Sheeters & Deckers Division Local 511
Per: Arnold Otto, Business Manager

International Association of Heat & Frost Insulators & Asbestos Workers Local 99
Per: Dennis Wilk, Business Manager

International Union of Elevator Constructors Local 102
Per: Bill Kulchiski, Business Representative

International Brotherhood of Boilermakers, Iron Shipbuilders & Helpers of America Local 555
Per: Norm Ross, Business Manager

CONTRACTOR SUBCONTRACTOR (✓) as applicable

On behalf of _____
(Name of Contractor or Subcontractor)

If Subcontractor; name of Prime Contractor: _____

Contract number: _____

Executed this _____ day of _____, 20 _____.

Per: _____
President

Per: _____
Secretary

APPENDIX "A"

EMPLOYMENT EQUITY STRATEGY

Appendix "A" Revised, Appendix "D" MOU #16

The MFA is committed to Equity Hiring and provision of meaningful employment of such persons on the Floodway Project. To this end, the MFA will include in the PMA and/or the Construction Contracts provisions enabling the employment of Equity Hires and where applicable their hiring, training and advancement towards the attainment of journey person status or its equivalent in the case of non-designated trades of Equity Hires on the Floodway Project (see Article 2.14 for definition of Equity Hire).

The employment equity strategy for the Floodway Project will be implemented through three (3) mechanisms – Construction Contracts, an Aboriginal Set Aside(s) and the Floodway Training Initiative.

1) Construction Contracts

a) Equity Criteria

- The employment Equity Hire threshold objective for applicable construction Contracts on the Project shall be twenty percent (20%) of the overall workforce hours of employees covered by the PMA.

b) Other Criteria

- The Contractor, as part of his tender submission will be required to project how the twenty percent (20%) threshold will be achieved by indicating the proportion of Equity Hires, expressed on a percentage basis, expected to be hired from the various employment sources (i.e. Current Employees, JRS referrals, etc.).
- The Contractor shall be solely responsible for determining if Equity Hire candidates are job qualified, reliable and willing and able to work on the Project.
- The Contractor will be required to complete and submit on a timely basis a Bi-Weekly Employment Report indicating, amongst other applicable submissions, the number of Equity Hire hours worked and the number of hours worked by all in-scope employees during this period to enable computation of Equity Hire participation rates.

c) Procedures

- The primary potential sources of Equity Hires will be:
 - i. Current Employees (as defined in Article 2.12 of the PMA) and,
 - ii. If a sufficient number of Current Employees are not available to meet the twenty percent (20%) threshold equity requirement, the hiring procedure of the PMA (see Article 22 of the PMA including Article 22.5.10).

- d) Failure of a Contractor to meet the Equity Criteria of the Employment Equity Strategy Construction Contract Objective shall equate to a violation of the PMA, save and except if the Contractor can clearly demonstrate through the retention and sharing of said information with the MFA that job-qualified Equity Hires were either not available or available but elected not to work on the Project.

2) Aboriginal Set Aside Objective

To establish an Aboriginal Set Aside for the West Dyke expansion component. Initially, one (1) section of the West Dyke is planned to be tendered to qualified Aboriginal Contractors, with other sections potentially being tendered in subsequent years by the MFA.

To qualify as an Aboriginal firm, a Contractor must be 51% Aboriginal-owned with a minimum of 1/3 of the employees being Aboriginal.

a) Equity Criteria

- In addition to the requirements set out above, the provisions of Article 11, shall also apply.
- The Contractor will endeavor to employ Aboriginals from all constituent groups as referenced in Article 2.9 and the makeup will be subject to the satisfaction of the MFA.
- Bidding Contractors will be required to be COR-certified or equivalent in accordance with MFA criteria.
- "Equity Criteria" noted under Construction Contracts - the employment Equity Hire threshold objective for applicable Aboriginal Set Aside construction Contracts on the Project shall be twenty percent (20%) of the overall workforce hours of employees covered by the PMA.

b) Other Criteria

- "Other Criteria" set out in Section 1 (b) above, shall also apply to this Section.

c) Procedures

- The outcome of a set-aside contract will be evaluated before proceeding with other potential set-aside tenders.
- In the event of unsatisfactory bids and/or negative evaluations of set-aside contracts, MFA may consider re-tendering in a regular manner.
- "Procedures" set out in Section 1 (c) above, shall also apply to this Section.

d) Failure of a Contractor to meet the "Equity Criteria" of the Employment Equity Strategy Aboriginal Set Aside Objective shall equate to a violation of the PMA, save and except if the Contractor can clearly demonstrate through the retention and sharing of said information with the MFA that job-qualified Equity Hires were either not available or available but elected not to work on the Project.

3) Floodway Training Initiative (FTI)

3.1 FTI Objective

An Employment Equity FTI has been established with Manitoba Advanced Education & Training (MAET) to increase the availability of skilled Equity Hire members for work on the Floodway Expansion Project and the construction industry at large.

3.2 FTI Components

(a) Training Component

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

(b) Work Experience Component

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

The MFA will:

- (i) Designate the contracts in which the Work Experience Component will be required and stipulate the number of participants to be employed, the duration of their employment and such other conditions as may be applicable.
- (ii) Provide the Contractor with participants for the Work Experience Component; in the case of Non-Designated Trades, the participants will be selected by the MFA from the initial Training Component (see 3.2 (a) above) and in the case of Designated Trades utilize the Hiring and Referral system of the PMA to identify candidates from which participants will be selected by the Contractor.
- (iii) Appoint a Training and Development Coordinator who will be primarily responsible for liaison between the Contractor and MAET in respect of the Work Experience Component in Non- Designated Trades and Occupations.

3.3 Equity Criteria

The initial focus of the FTI will be Aboriginal candidates followed by other Equity Hire group members.

3.4 Procedures

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

- (i) Will pay the FTI work experience participants in accordance with Schedule "C" and or the Reference Agreement of the PMA as applicable, commensurate with the participants training and experience. The MFA will advise the Contractor as to the number of relevant pre-employment and/or practical hours which shall be recognized by the Contractor for purposes of establishing the appropriate rate of pay.
- (ii) Will be responsible for the provision of supervision, labour (including workplace coaching and mentoring, as applicable), and the necessary equipment and materials.
- (iii) Will ensure the participants receive relevant trade or occupation related work.
- (iv) Will maintain complete and accurate records of pay, performance, hours of work for each FTI participant and make such information available to the MFA Training and Development Coordinator.
- (v) Will designate an on-site representative to liaise with the MFA Training and Development Coordinator.
- (vi) Will provide workers compensation coverage for all assigned FTI participants.

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

When the performance of an FTI participant involved in the Work Experience Component in a Designated Trade or Occupation is found by the Contractor to be inadequate, the Contractor will immediately advise the MFA Training and Development Coordinator and request the assistance of the Coordinator in finding a mutually satisfactory resolution. If the employment of

such a person is terminated, the MFA reserves the right to provide the Contractor with a replacement.

3.5 Application of the Project Management Agreement (PMA)

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

- (i) FTI participants involved in Non-Designated Trades and Occupations will be selected and referred as set out in this FTI and the provisions of Article 22 shall be deemed not to apply to such persons.
- (ii) The removal of an FTI participant, involved in Non-Designated Trades and Occupations, for remedial training or reassignment shall be deemed to be for just cause and shall not be the subject of a grievance.
- (iii) All FTI participants will be employed for a contractually pre-determined duration and the provisions of Article 23.1 (Layoff) shall be deemed not to apply to FTI participants.

APPENDIX "B"

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

GRIEVANCE FORM

I, _____, being a worker on the Floodway Expansion Project employed by _____, in accordance with Article 18, Step 2 (a), do not wish to be represented by The Manitoba Building and Construction Trades Council or any Affiliate Local Unions who are party to the Project Management Agreement, concerning my grievance dated _____.

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

Witness

Signature (Grievor)

Date

APPENDIX "C" (Heavy Construction)

**International Union of Operating Engineers Local 987
&
General Teamsters Local Union 979
&
Construction and Specialized Workers Union Local 1258**

**Article 2.0 a Revised, Appendix "D", MOU #9
Article 6.0 Revised, Appendix "D" MOU #3**

1.0 Hours of Work and Overtime

- a) The Contractor shall establish the normal scheduled hours of work or shift, prior to the commencement of the project, including the duration of the non-paid lunch break.
- b) The standard hours of work at straight time shall consist of a maximum of eleven (11) hours per day and forty-five (45) hours per week, Monday to Saturday.
- c) A one-half (1/2) hour, unpaid lunch break, to be taken at the work site, and two (2) ten (10) minute coffee breaks will be allowed per shift at times mutually satisfactory to the employee and the supervisor. An additional coffee break will be provided after nine (9) hours of work.
- d) For all work performed beyond the standard hours per day or per week, Monday to Saturday, the rate shall be one and one-half times (1 1/2x) the standard hourly rate.
- e) For work performed on Sundays and recognized holidays, the rate shall be two times (2x) the standard hourly rate.

2.0 Shift Conditions

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

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

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

3.0 Wages – How Paid

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

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

The company name and the following separate totals for:

- a) Hourly wage rate.
- b) Straight time hours paid.
- c) Overtime hours paid.
- d) Vacation and statutory holiday pay.
- e) Fund contributions.

- f) Union dues and all other deductions made by the Employer.
- g) Breakdown of daily hours in each pay period.

4.0 Wage Rates and Classifications – See Attached Schedules

Operating Engineers, see Schedule “A”

General Teamsters, see Schedule “B”

Heavy Construction Labourer, see Schedule “C”

4.1 Foremen

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

4.2 Apprentice/Trainees

The parties hereto recognize the value to the Heavy Construction Industry of a pool of qualified Heavy Equipment Operators, Heavy Construction Truck Drivers and Skilled Heavy Construction Labourers to supply the needs of the industry. To this end, when it is practical and reasonable to do so, on the job training shall be provided for apprentices and trainees to enable them to progress in acquiring the skills of their chosen trade.

4.3 Heavy Duty Mechanic Apprentice

Apprentices shall be paid the following percentages of the rate for a certified Heavy Duty Mechanic, as set out in Schedule “A” above.

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

4.4 Trainee Equipment Operators/Truck Drivers

a) Trainees Rate of Pay- trainee rates of pay shall be as follows:

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

b) Trainee Seat Time-The Employer shall work with the Trainee Supervisor to ensure the trainees get minimum seat time as follows:

0 to 500 hours	Minimum of 1-2 hours seat time per day
501 to 1000 hours	Minimum of 2-3 hours seat time per day
1001 to 1500 hours	Minimum of 3-4 hours seat time per day

c) Trainee/Apprentice with excess of 750 hours may be assigned by the Employer to work on equipment if the Employer deems it safe and practical.

d) Practical Training-The Employer will work with the trainees / apprentices to ensure that they are engaged in the practical, productive use of heavy equipment including trucks.

4.5 Trainee Labourers

a) Trainees Rate of Pay- trainee rates of pay shall be as follows:

0 to 480 hours	\$12.00
481 to 959 hours	\$13.00

It is agreed the hours spent in pre-employment courses shall count for the purposes of this section.

- b) Trainee/Apprentice with excess of 750 hours may be assigned by the Employer to work on equipment if the Employer deems it safe and practical.
- c) Practical Training-The Employer will work with the trainees to ensure that they are engaged in practical, productive work.

5.0 Vacation Pay and Pay in Lieu of Statutory Holidays

5.1 Each employee shall receive an amount equal to ten (10%) percent of his/her gross wages paid, comprised of straight time, and overtime wages earned, of which four (4%) percent shall be in lieu of pay for general and statutory holidays and six (6%) percent shall be in lieu of vacation.

5.2 Advance payment in lieu of pay at time of vacation and payment in lieu of statutory holidays in the amount set forth in 5.1 above shall be added to each employee's wages and paid and taxed on each pay period. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union(s) agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation with pay owing to the employee as provided by the Manitoba Employment Standards Code. And double payment, once under the PMA, and once under the Code is not to occur.

5.3 It is further agreed that the Union(s) will indemnify the Employer and save him/her harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

6.0 Funds Contributions

The total hourly Fund contributions to the above-listed Unions shall be as follows:

May 1, 2005	\$2.83
May 1, 2006	\$2.91

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

ALLOCATION OF REQUIRED EMPLOYER CONTRIBUTIONS TO TRUST FUNDS

Affiliated Local Union	Union Code	Health & Welfare		Pension		Trade Improvement Trust Fund	Total per hour Contribution	
		May 1/05	May 1/06	May 1/05	May 1/06		May 1/05	May 1/06
Labourers Local 1258	1258C	\$1.25	\$1.25	\$1.33	\$1.41	\$0.25	\$2.83	\$2.91
Operating Engineers, Local 987	987C	\$1.15	\$1.20	\$1.43	\$1.46	\$0.25	\$2.83	\$2.91
Teamsters Local 979	979C	\$1.85	\$1.85	\$0.73	\$0.81	\$0.25	\$2.83	\$2.91

Note: This form is for use in conjunction with Non-Union and Union Remittance Forms.

Contributions to the Trade improvement Trust Fund shall be limited to a maximum of twenty-five cents per hour.

The Contractors' contributions to the Trust Funds may be applied on a per hour worked basis, however, in no case shall the Contractors' required contribution rate in respect of overtime hours be greater than the required contribution rate for straight time hours.

7.0 Escalation Procedure

7.1 Wage Rates

Wage rates in each classification set out in schedules A, B and C shall be increased by the average annual percentages equivalent of the following four (4) referenced trade agreements: Carpenters, Iron Workers (structural), Crane Operators and Labourers. Wage increases will become effective May 1st of each calendar year.

Upon the signing of a new agreement(s) being used for reference purposes, the Council shall forthwith notify the MFA in writing of any wage adjustments to the applicable Appendix, and at the same time the Council shall provide the Manitoba Floodway Authority with a copy of the said agreement(s). If necessary, at the request of either Party, the 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.

New wage rates for each appendix shall become effective within 15 days of the Manitoba Floodway Authority receiving written notification and on May 1st of each following year.

SCHEDULE "A"

**International Union of Operating Engineers Local 987
Heavy Construction Work for Floodway**

Classification	Effective May 1, 2005 Wage Rate 2005	Effective May 1, 2006 Wage Rate 2006
<u>Group 1</u> Draglines, clamshells and shovels 10 cu yd and over Dragline, clamshells and shovels up to 9.9 cu yd	20.76 20.41	21.16 20.80
<u>Group 2</u> Backhoes and gradalls, 10 cu yd and over Backhoes and gradalls, 5 cu yd to 9.9 cu yd backhoes and gradalls, up to 4.99 cu yd	20.41 19.82 18.60	20.80 20.20 18.95
<u>Group 3</u> (a) Loaders 10 cu yds and over, D9 in Tandem, D10 equivalent up, finish Grader, crusher 100 cu yds per hr & up, Scraper 30 cu yds & up (b) Loaders 5 cu yds up to 9.9 cu yds; dozers up to D9; crusher, washplant screening to 100 cu yds; scrapers up to 30 cu yds; grader non-finish; servicemen, head roller operator and screed operator (c) Loaders up to 5 cu yds and other small equipment, Conveyors, conveyor belt loader, tractor backhoe, tractor for back blade and shoulder spreader, compaction 100 hp over	18.28 17.40 16.88	18.63 17.73 17.20
<u>Group 4</u> Heavy Duty Mechanics Gas & Diesel: Certified Without certification	 21.31 19.27	 21.72 19.64
<u>Group 5</u> Welders: CWB certified Without certification	 20.48 19.18	 20.88 19.54
<u>Group 6</u> Plant Operators 150 cu yd per hr & over Up to 149 cu yd	19.82 18.54	20.20 18.89
<u>Group 7</u> Paving machine, asphalt and concrete, slip form, curb and gutter and similar	18.85	19.21
<u>Group 8</u> Boatman, pumpman compressor, light plant or heater attendant, compaction under 100 hr	16.30	16.61

SCHEDULE "B"
General Teamsters Local Union 979
Heavy Construction Work for Floodway

Classification	Effective May 1, 2005 Wage Rate 2005	Effective May 1, 2006 Wage Rate 2006
<u>Group 1</u>		
(a) Boom Truck Hoists, including Hiabs, hydra lifts, or similar of 13,600 kilogram capacity or greater (operator must be certified or Apprentice)	19.29	19.66
(b) Book Truck Hoists, including Hiabs, hydra lifts, or similar of 7,300 kilogram to 13,599 kilogram capacity (operator must be certified or Apprentice)	18.37	18.72
(c) Utility Driver	19.29	19.66
<u>Group 2</u> Belly dump trucks, End dumps (rock wagon/articulating Dump), Euclid or similar low beds, Wheeler Tractor hauling units	17.82	18.16
<u>Group 3</u> Semi-trailers, fuel trucks, redi mix trucks, partsman, distribution truck	17.45	17.79
<u>Group 4</u> (a) Tandem Trucks, buses, forklifts water trucks, winch trucks Warehouseperson, after 6 months	17.14	17.46
<u>Group 5</u> (a) Trucks under 5 ton rating, manhaul trucks, passenger vans. (b) Warehouseperson starting rate	16.79	17.11

SCHEDULE "C"
Construction and Specialized Workers Union Local 1258
Heavy Construction Work for Floodway

The following terms and conditions shall apply to all workers classified as "heavy construction labourer workers" for the following classifications:

Classification	Effective May 1, 2005 Wage Rate 2005	Effective May 1, 2006 Wage Rate 2006
(a) Blaster, Powder men and Diamond Drillers, Wagon & Air track etc.	19.41	19.78
(b) Concrete Workers: Vibrator under 4 inch Jackhammer, Air Tool Operator, Screedman & Floatman/Concrete Saw Operator and Asphalt Raker	17.32	17.65
(c) Mixer, compressor and pipelayer pump operators	16.81	17.13
(d) Driller Helper	17.32	17.65
(e) Scaleman	14.77	15.05
(f) Labourer: 960 hours & over 481-959 hours new hire – first 480 hrs.	14.77 13.24 12.22	15.05 13.49 12.45
(g) Flagman, Spotter	12.22	12.45

APPENDIX "D"

MEMORANDA OF UNDERSTANDING

1. MOU #1 – CURRENT EMPLOYEE
2. MOU #2 – PARTNERSHIPS/JOINT VENTURES
3. MOU #3 – APPORTIONING OF TRUST FUNDS, APPENDIX C
4. MOU #4 – APPLICATION OF MFA SPONSORED PLANS – HEALTH & WELFARE and PENSION
5. MOU #5 – APPLICATION OF AN EMPLOYER'S HEALTH & WELFARE and PENSION PLAN
6. MOU #6 – ARTICLE 18 – GRIEVANCE PROCEDURE
7. MOU #7 – ARTICLE 22 – HIRING PROCEDURE AND REFERRAL SYSTEM
8. MOU #8 – ARTICLE 13
9. MOU #9 – APPENDIX 'C' – SHIFT CONDITIONS
10. MOU #10 – ARTICLE 23 - LAYOFF
11. MOU #11 – ARTICLE 22
12. MOU #12 - ARTICLE 5 - NO STRIKE/ NO LOCKOUT
13. MOU # 13 - ARTICLE 14, AUTHORITY, COUNCIL, AND UNION REPRESENTATIVES
14. MOU #14 - ARTICLE 18 - GRIEVANCE PROCEDURE
15. MOU #15 - ARTICLE 11 - EQUITY EMPLOYMENT
16. MOU #16 - APPENDIX "A" - EMPLOYMENT EQUITY STRATEGY
17. MOU #17 - ARTICLE 4 - SCOPE AND COVERAGE

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #1 - "CURRENT EMPLOYEE"

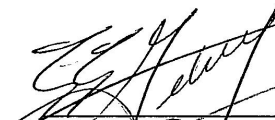
WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

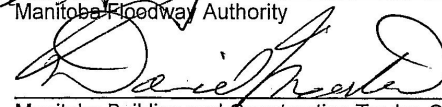
AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend the definition of "Current Employee" in Article 2.12 of the PMA;

NOW THEREFORE the Parties agree as follows:

1. The definition of "Current Employee" in Article 2.12 be deleted and replaced with the following:
"2.12 "Current Employee" means an individual who:
(a) has been registered with a Union Hiring Hall for a cumulative period of not less than two weeks prior to that individual's date of referral to a Contractor awarded a contract by the MFA; or
(b) has worked for the Contractor for a cumulative period of not less than 200 hours within the 12 month period prior to a contract being awarded to a Contractor by the MFA; or
(c) has been hired in accordance with Article 22 of the PMA by a Contractor who has been awarded a contract by the MFA, and has worked for the Contractor for a cumulative period of not less than 200 hours.
2. This MOU will not have the effect of disqualifying any person who, pursuant to earlier definitions, qualified as a Current Employee and whose name was included in a Current Employee listing submitted by a Contractor to the MFA.
3. This MOU replaces the previous MOU #1 dated August 26, 2005 and will have retroactive effect to March 7, 2005, and will apply to all those Contractors who have submitted a bid or have been awarded a contract to perform work by the MFA prior to the date of this MOU.

Dated this 2nd day of DECEMBER, 2005



Manitoba Floodway Authority


Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")

- and -

The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #2 - "PARTNERSHIPS/JOINT VENTURES"

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") wish to further clarify the interpretation of "Current Employee" in circumstances where two or more contractors form a partnership/joint venture for the purposes of bidding on work on the floodway;

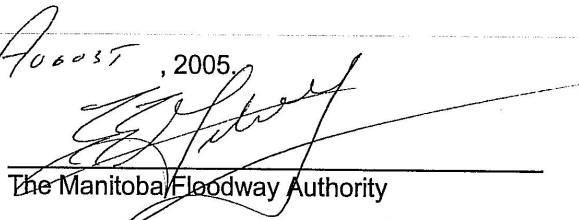
NOW THEREFORE the Parties agree as follows:

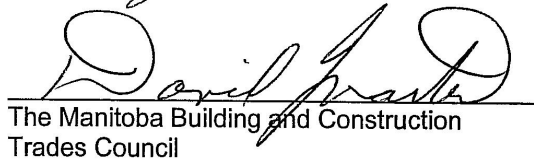
1. If two or more contractors form a partnership/joint venture for the purposes of bidding on work on the Floodway Expansion Project, the resulting partnership/joint venture formed for that purpose will not be considered a new entity for the purposes of determining "Current Employees" under the PMA.

2. Accordingly, for the purposes of determining "Current Employees" only, if an individual meets the criteria of a "Current Employee" of one of the contractors in the partnership/joint venture so formed, that individual will be recognized as a "Current Employee" of that partnership/joint venture.

3. This MOU will have retroactive effect to March 7, 2005, and will apply to all those contractors who have submitted a bid or have been awarded a contract to perform work by the MFA prior to the date of this MOU.

DATED this 26 day of August, 2005.


The Manitoba Floodway Authority


The Manitoba Building and Construction
Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #3 – APPORTIONING OF TRUST FUNDS, APPENDIX C

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the Parties) now wish to amend Appendix C of the PMA;

NOW THEREFORE the Parties agree as follows:

1. The provisions of Section 6.0, titled "Funds Contributions" shall be deleted and replaced with the following:

"Funds Contributions

The total hourly Fund contributions to the above-listed Unions shall be as follows:

May 1, 2005	\$2.83
May 1, 2006	\$2.91

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

ALLOCATION OF REQUIRED EMPLOYER CONTRIBUTIONS TO TRUST FUNDS

Affiliated Local Union	Union Code	Health & Welfare		Pension		Trade Improvement Trust Fund	Total per hour Contribution	
		May 1/05	May 1/06	May 1/05	May 1/06	May 1/05	May 1/05	May 1/06
Labourers Local 1258	1258C	\$1.25	\$1.25	\$1.33	\$1.41	\$0.25	\$2.83	\$2.91
Operating Engineers, Local 987	987C	\$1.15	\$1.20	\$1.43	\$1.46	\$0.25	\$2.83	\$2.91
Teamsters Local 979	979C	\$1.85	\$1.85	\$0.73	\$0.81	\$0.25	\$2.83	\$2.91

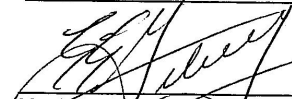
Note: This form is for use in conjunction with Non-Union and Union Remittance Forms.

Contributions to the Trade improvement Trust Fund shall be limited to a maximum of twenty-five cents per hour.

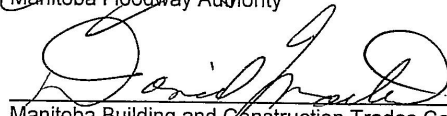
The Contractors' contributions to the Trust Funds may be applied on a per hour worked basis, however, in no case shall the Contractors' required contribution rate in respect of overtime hours be greater than the required contribution rate for straight time hours.

2. This MOU will have retroactive effect to March 7, 2005, and will apply to all those contractors who have been awarded a contract to perform work by the MFA prior to the date of this MOU.

Dated this 2nd day of DECEMBER, 2005



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #4 – Application of MFA Sponsored Plans – Health & Welfare and Pension

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS Article 13 of the PMA requires Employers to contribute to and to effect employee deductions for Health and Welfare and Pension Plans, the amount of which being equivalent to that stipulated by the applicable Affiliate Union Plan, even if an employee is not a Union Member;

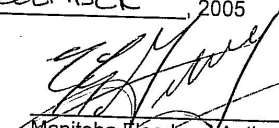
AND WHEREAS, as part of the implementation of Article 13 to ensure meaningful health and welfare and pension benefit plans for all employees to which the PMA applies, the MFA has established MFA-sponsored Health Care Spending Account (HSA), and a Group Registered Retirement Savings Plan (GRRSP) to which the Employer contribution and employee deduction may be directed;

AND WHEREAS the MFA and the MBCTC wish to affirm the establishment of these plans;

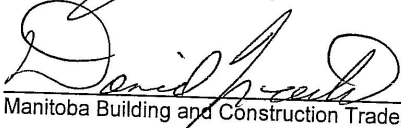
NOW THEREFORE, the Parties agree as follows:

1. When an employee:
 - (a) is not a Union member and not participating in a Union's Health and Welfare and Pension Plan as referenced in the PMA; and
 - (b) is not participating in a Employer's Plan (as more particularly set out in MOU #5 to the PMA),then the Employer's contributions and any employee deductions for Health and Welfare and Pension Plans shall be applied by the independent third party administrator for the benefit of such employees to the MFA sponsored HSA and GRRSP plans, respectively.
2. An employee who is subject to (1) above and who subsequently becomes a Union Member shall have future contributions and deductions for Health and Welfare and Pension Plans distributed by the independent third party administrator to the applicable Affiliate Union Plan, effective as of the date that Union Membership is acquired.
3. Employee enrolment forms for participating in the health and welfare and pension benefit plans will be provided to the Employer from the MFA. The Employer will be responsible for ensuring that the employee appropriately completes all required and applicable sections of the form. The Employer will also be responsible for forwarding the completed form to the independent third party administrator on a timely basis.
4. This MOU will have retroactive effect to March 7, 2005, and will apply to all those Employers who have been awarded a contract to perform work within the scope of the PMA prior to the date of this MOU.

Dated this 2nd day of DECEMBER, 2005



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #5 – Application of an Employer's Health & Welfare and Pension Plan

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS Article 13 of the PMA requires Employers to contribute to and to effect employee deductions for Health and Welfare and Pension Plans, the amount of which being equivalent to that stipulated by the applicable Affiliate Union Plan, even if an employee is not a Union member;

AND WHEREAS it is recognized there may be Employers who, prior to the award of a contract on the Red River Floodway Expansion Project, have established Health and Welfare and/or Pension Plans (the "Employer Plans") for the benefit of their employees;

AND WHEREAS the MFA and the MBCTC wish to affirm the application of such Employer Plans to the application of Article 13 of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. Employer Plans may be used to satisfy the requirements of Article 13 of the PMA, provided that:
 - a) The Health and Welfare plan is a group insurance benefit plan and the Pension Plan or Group RRSP is a registered plan.
 - b) All 'Current Employees' and other employees who are hired in accordance with Article 22 of the PMA must be eligible to participate in the Employer Plans. If this is not the case, the application of the Employer Plans shall be restricted to covering only those Current Employees who, at the time of the award of the Contract, were participating in the Employer Plans, and provided that such employees are also not members of a Union referenced in Appendix C or in the Reference Agreements of the PMA.
 - c) The Employer provides MFA with a completed Health & Welfare and Pension Plan Information Form, a copy of which is attached as Schedule "A" to this MOU. The sufficiency of the Employer's hourly contribution rate shall be subject to the approval of the MFA. For purposes of determining the sufficiency of the Employer's contribution, the MFA shall also take into account the employee's contribution rate.
 - d) If the sum of the Employer's required overall contributions to the Employer Plans are less than the sum of the Employer's required contributions to the Health and Welfare and/or Pension Plans set out in Appendix C or the applicable Reference Agreement of the PMA, then the resulting deficit amount shall be contributed by the Employer to the MFA sponsored Group Registered Retirement Savings Plan (GRRSP) or the Healthcare Spending Account (HSA), as applicable, for the benefit of the applicable employee.
 - e) If the sum of the Employee's required overall contributions to the Employer Plans are less than the sum of the Employee's required contributions to the Health and Welfare and/or Pension Plans set out in Appendix C or the applicable Reference Agreement of the PMA, then the resulting deficit amount shall be deducted at source as a payroll deduction and remitted by the Employer to the MFA sponsored GRRSP or the HSA, as applicable, for the benefit of the applicable employee.
 - f) For allocation of employer and employee contributions, referenced in (d) and (e) above, the Contractor will arrange for the employee to complete and sign the MFA Pension and Health and Welfare Benefits Enrolment Form and the Contractor will immediately forward the completed Form to the Plan's Administrator, Coughlin and Associates.
 - g) If the sum of the Employer's required contribution to the Employer Plans exceeds the sum of the Employer's required contributions set out in Appendix C or in the applicable reference agreements of the

PMA, then no further adjustment or contributions are required. The foregoing shall also apply to employee required contributions.


h) The Employer will, after its Plan has been approved by the MFA in accordance with this MOU, notify the MFA in writing of the name and classification of all 'Current Employees' participating in the Employer Plans. The Employer will advise MFA in writing of any additions or deletions to this listing within five (5) working days of such changes.

2. The Employer Plans shall not be utilized in place of an applicable Affiliate Union Plan or the MFA sponsored plan until the MFA is satisfied that the Employer Plans meet the requirements set out in this MOU and the completed Information Form referenced in clause 1(c) above has been provided to the MFA. Continuing use of the Employer Plans will be subject to the Employer providing MFA with satisfactory evidence that its Plans continue to meet the requirements of this MOU.

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

4. This MOU will have retroactive effect to March 7, 2005, and will apply to all those Employers who have been awarded a contract to perform work within the scope of the PMA prior to the date of this MOU.

Dated this 13th day of MARCH, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

Manitoba

Floodway Authority

Room 200, 155 Carlton Street
Winnipeg, MB R3C 3H8



SCHEDULE "A" TO MOU #5 HEALTH & WELFARE and PENSION PLAN INFORMATION FORM

The undersigned is an officer of the Administrator/Plan Provider of the

NAME OF PENSION PLAN/GROUP RRSP

and/or the _____ to which _____
NAME OF HEALTH & WELFARE PLAN NAME OF EMPLOYER

is participating as a member of _____
NAME OF EMPLOYER'S ORGANIZATION (IF APPLICABLE)

I hereby affirm the following details relative to the aforementioned named plans:

(please circle the correct response in items 1-3)

1. The Pension Plan/Group RRSP is / **is not** a registered plan and is / **is not** in good standing.
2. The Health and Welfare Plan is / **is not** a group insurance benefit plan and is / **is not** in good standing.
3. All employees of the named Employer are **eligible** / **not eligible**, on hire, to participate in the above named plans. *(If the response is "not eligible", provide clarification as to the eligibility requirements in the space below or as an attachment to this document.)*
4. The Employer's required contribution to the Pension Plan/Group RRSP and/or the Health and Welfare Plan expressed on a per-hour basis, based on a 40 hour work week is _____ and _____ respectively. *(If a calculation was required to determine such amounts, provide complete details in the space below or as an attachment to this document.)*
5. The Employee's required contribution to the Pension Plan/Group RRSP and/or the Health and Welfare Plan expressed on a per-hour basis, based on a 40 hour work week is _____ and _____ respectively. *(If a calculation was required to determine such amounts, provide complete details in the space below or as an attachment to this document.)*

NAME OF ADMINISTRATOR/PLAN PROVIDER

SIGNATURE

DATE

PHONE NUMBER

Additional Information

(attach separate sheet if necessary)

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #6 - ARTICLE 18 - GRIEVANCE PROCEDURE

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend Article 18 - Grievance Procedure;

NOW THEREFORE, the Parties agree as follows:

1. To delete the first and second paragraphs of Step 3 of the grievance procedure and to substitute the following in its place:

"If the grievance has been submitted but not resolved at Step 2, either party may request in writing, within seven (7) working days of receipt of the Step 2 decision, that the grievance be assigned in the manner prescribed below to one of the following named arbitrators:

- Bill Hamilton
- Blair Graham
- David Marr
- Diane Jones
- Michael Werier

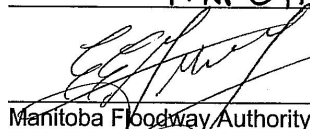
The Chief Executive Officer of the MFA and the Executive Director of the MBCTC, or their respective delegates, shall meet and the names of the aforementioned arbitrators shall be placed into a container and a name picked completely at random.

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

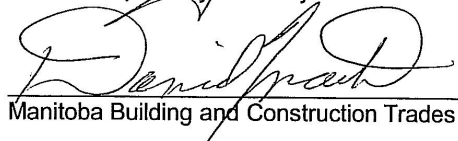
If the named Arbitrators are unavailable, then the Minister of Labour of the Province of Manitoba shall be requested to appoint an Arbitrator."

2. This MOU will be effective on the date of signing.

Agreed to this 13th day of MARCH, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
– and –
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #7 - ARTICLE 22 – Hiring Procedure and Referral System

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend Article 22 of the PMA;

NOW THEREFORE the Parties agree as follows:

1. Article 22 shall be deleted and replaced by the following:

"22.1 All employees shall be hired in accordance with the hiring procedure set out below.

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

- (a) Job qualified means that a candidate for employment meets or exceeds the training, accreditation, skill and experience stated in a Contractor's Job Order.
- (b) Job Referral Service (JRS) means the system established by Employment and Training Services of the Provincial government for the registration, and skills and experience identification of persons seeking employment on the Project; and the referral of such persons in response to a Contractor's Job Order.
- (c) 'Job Vacancy' or 'vacancy' means an available position for a classification set out in one of the schedules of Appendix C (Heavy Construction) and/or the Reference Agreements.
- (d) 'Union' means the Union identified with the Schedules of Appendix C and/or the Reference Agreements.
- (e) 'Trade' means a major occupational grouping of classifications which have been incorporated directly or indirectly within one of the aforementioned Schedules or Reference Agreements, the scope of work of which are normally associated with the Union named therein.

22.2 Current Employees

The definition of a Current Employee is set out in Article 2.12 and when a person is hired (or in the case of Article 2.12(c) is to be designated) as a Current Employee, the Contractor shall:

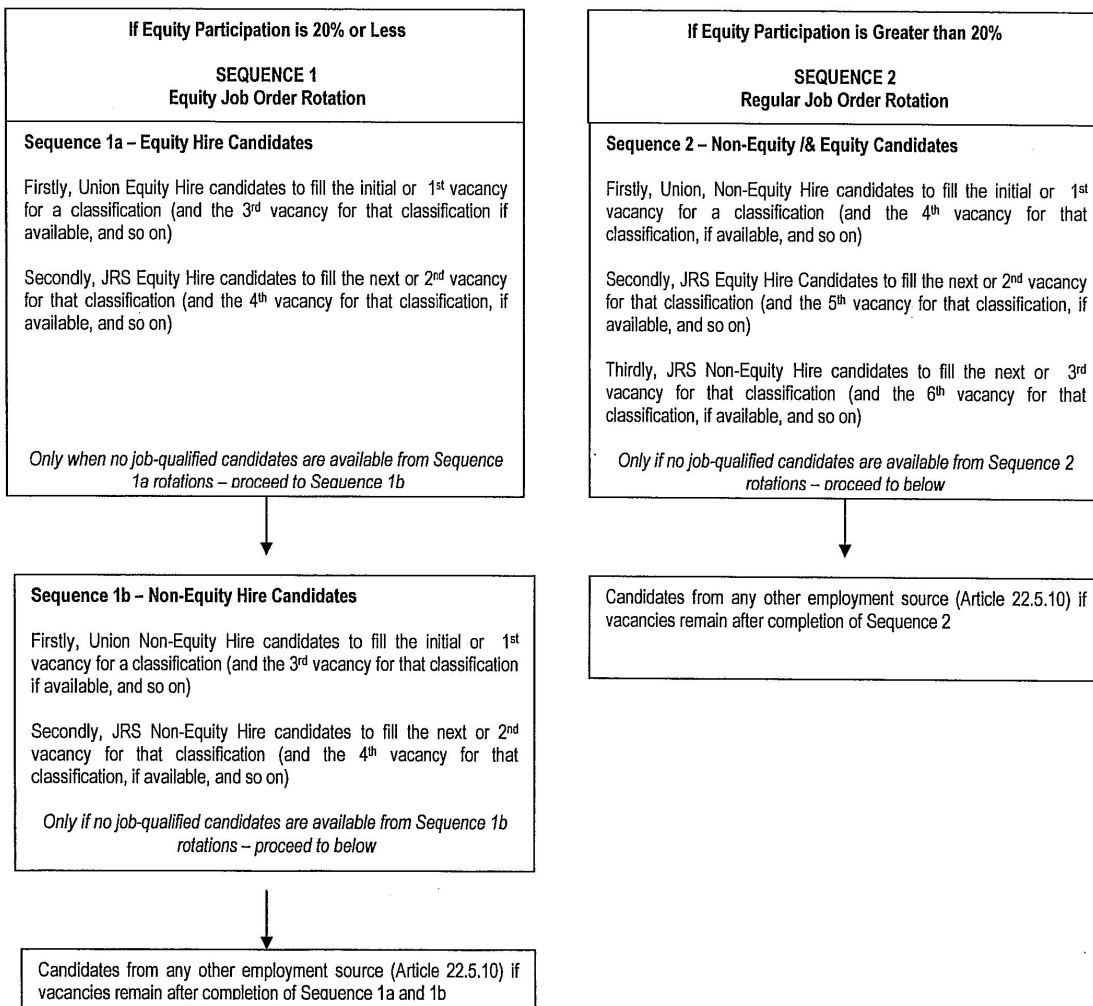
- (a) Complete, in all respects, the MFA's Bi-weekly Employment Report Form and include therein all Current Employees hired during this reporting period; such forms shall be remitted to and must be received by the MFA no later than five (5) working days from the end of each applicable bi-weekly period. The bi-weekly reporting period adopted by the prime contractor shall be utilized by any subcontractors.
- (b) Canvas Current Employees to ascertain if any such employees also qualify as Equity Hires, as defined in Article 2.14. If a Current Employee qualifies and voluntarily elects to be recognized as an Equity Hire, the Contractor shall arrange for that person to complete the MFA's Voluntary Equity Self-Declaration Form which shall be submitted by the Contractor to the MFA along with the aforementioned Biweekly Employment Report.

22.2.1 Notwithstanding the provisions of Article 2.12, when any Contractor elects to employ or continue employing a person who has completed the Floodway Training Initiative (reference: Appendix 'A' of the PMA) and has acquired, pursuant to this Initiative, not less than 200 hours of paid work experience, that person shall be deemed to have met the requirements of Article 2.12(c). In such instances, the Contractor may utilize the provisions of Article 22.2 to have that person recognized as a Current Employee.

22.2.2 If requested by the MFA, the Contractor shall provide reasonable proof (e.g. payroll records, record of employment) that a particular Current Employee has met the requirements of 2.12(a), 2.12(b), or 2.12(c) as applicable or has otherwise been hired in accordance with Article 22. The Union(s) shall fully cooperate with the Contractor in providing such information in the case 2.12(a).

22.3 Subject to 22.4, the Contractor shall have the option of filling job vacancies firstly, by utilization of the Contractor's Current Employees. For this purpose, the Contractor will be solely responsible for interfacing with the applicable local Union for obtaining referrals who meet the definition of a Current Employee as set out in Article 2.12(a) and sourcing Current Employees covered by the provisions of Article 2.12(b).

22.4 When:
 a) A job vacancy cannot be filled by a Current Employee, or
 b) A job vacancy arises and the requirements of Appendix A of the Employment Equity Strategy Construction Contract, cannot be met solely through the use of Current Employees,
 the Contractor shall prepare and forward a Job Order to the MFA specifying therein his specific requirements (e.g. classification and corresponding National Occupational Code, number of persons required, qualifications, experience, etc.) and stipulate the required sequencing of the job order in accordance with the criteria set out in Article 22.4.1. The Contractor will be responsible for ensuring that any subcontractors are apprised as to the Sequence that must be followed with respect to job orders placed during any biweekly period.



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

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

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

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

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

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

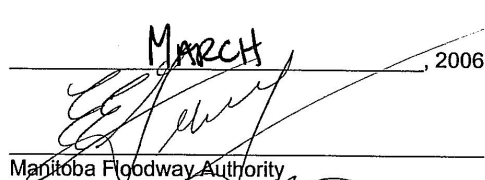
- 22.4.2 The MFA will monitor each Contractor's job orders and for a current job order, the MFA will confirm and advise the Union and the Contractor on a timely basis as to the rotation to be followed for each classification and attendant vacancies.
- 22.4.3 The Contractor shall only fill vacancies intended for allocation to the Union with Union candidates and vacancies intended for allocation to the JRS with JRS candidates, as the case may be, so long as job-qualified candidates are available from both aforementioned sources.
- 22.5 The following conditions are applicable to all Sequences:
- 22.5.1 On notification by the MFA, the Union shall refer to the Contractor, via the MFA, if available, one (1) job-qualified candidate for each vacancy which has been allocated to the Union by the MFA based on the sequence, rotation, and pursuant to the job order, the number of vacancies required for each classification. On the same basis, the Contractor shall be provided, via the MFA, if available, three (3) job-qualified candidates per assigned vacancy allocated to the JRS.
- 22.5.2 The names of referrals from the Union and the JRS shall be forwarded to the Contractor by the MFA as expeditiously as possible but in any event within 36 hours measured from the time of confirmation of this job order.
- 22.5.3 If job-qualified candidates are available from the Union but not the JRS, or the converse, the sequence shall nonetheless continue on this basis until the job order is filled or there are no job-qualified candidates to refer, whichever is the first to occur.
- 22.5.4 For candidates being referred from the JRS, the MFA shall, prior or concurrent to their referral, attempt to contact such candidates for purposes of confirming their availability and alerting them of the possible job opportunity and interviewing by the Contractor.
- 22.5.5 The Contractor shall make a reasonable effort to contact a referral to discuss and assess the candidate's suitability in relation to the Job Order. However, if a referral cannot be readily contacted or, if a call back message is left by the Contractor for which a response is not received within eight (8) hours, in either case the referral shall be deemed to be not available.
- 22.5.6 The Contractor has the right to reject any candidate referred in accordance with this Article:
(i) if the candidate is not job qualified, or ii) if the candidate was previously employed on the Project and resigned within 30 calendar days of being hired or rehired or was discharged during the 12 month period preceding the Job Order or iii) the candidate was previously employed on the Project and received more than two written warnings, or a suspension for inappropriate workplace-related conduct or activities, or iv) on any other reasonable grounds. The MBCTC shall have the right to grieve the decision of a contractor to reject any candidate referred in accordance with this Article only to the extent of and for the reason of claiming that a rejected referred candidate actually did meet the required qualifications specified in the job order.

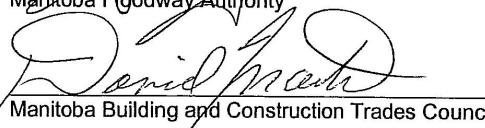
- 22.5.7 If during the operation of a sequence:
- (a) a Union referral(s) is rejected or otherwise not hired (see Article 22.5.8), or
 - (b) a JRS referral(s) is rejected or otherwise not hired,
- and, as a consequence, the number of candidates remaining to be assessed by the Contractor is less than the number of vacancies remaining to be filled then, the Contractor shall immediately submit to the MFA, a request for additional referrals in which case the provisions of Article 22.5.1 shall apply. The names of such additional referrals from the Union and the JRS shall be forwarded to the Contractor as expeditiously as possible. The Contractor's request for additional referrals shall be accompanied by the MFA's reporting form stipulating the reason why a referral was not hired. If there are no job qualified candidates registered with the Union nor the JRS at the time of the Contractor's request for additional referrals, the process of filling the job order shall not be unduly delayed and in accordance with this Article the job order shall be advanced by utilization of the next Sequence or the provisions of Article 22.5.10, as applicable.
- 22.5.8 As vacancies in a Job Order are filled, the Contractor shall immediately complete and submit, on the MFA's form, requested information identifying referrals who were hired. Furthermore, for candidates who were contacted and interviewed but not hired, the Contractor shall specify the reason on the MFA form generally in accordance with:
- a) one of the rejection provisions set out in 22.5.6
 - b) the provisions governing 22.5.5 (deemed not available)
 - c) refused offer of employment
 - d) another qualified candidate was selected.
- For administrative purposes, a listing of such provisions shall be included on the MFA form.
- 22.5.9 A person who, pursuant to this Article, is referred to and offered employment by the Contractor shall report to the Project Site as soon as possible but in any event within a period of thirty-six (36) hours measured from the time the person is offered employment when the Contractor stipulates that his requirements are immediate. The Contractor, however, may stipulate a reporting time in excess of 36 hours in which case the latter shall apply. If a person failed to report within the stipulated time period and did not contact the Contractor during the allocated reporting time to request an extension of time that was acceptable to the Contractor, the Contractor shall submit the MFA form indicating the failure to report reason. Thereafter the Contractor shall have the option of proceeding as follows:
- (a) reactivating the job order for purposes of acquiring a replacement referral(s) or,
 - (b) hiring a person from any other employment source, subject to the Equity-Hire provisions set out in Article 22.5.10.
- 22.5.10 On completion of Sequence 1 or Sequence 2, as applicable, and provided the Contractor has completed the assessment process for existing referrals and there are no job qualified candidates to refer, the Contractor may recruit persons from any other employment source. For a Contractor subject to Sequence 1, the Contractor will give preference, if available, to job-qualified Equity Hire candidates available from such other employment source.
- 22.6 Notwithstanding any of the foregoing provisions of this Article, if more than 72 hours have lapsed since the registration of a job order and vacancies remain, the Contractor may request the MFA to assess the likelihood of designated remaining vacancies being filled in the short term via a union or JRS referral. In such instances, if directed by the MFA, the process for filling designated vacancies shall immediately cease and the Contractor shall proceed in accordance with Article 22.5.10.
- 22.7 The MFA shall maintain a record of all Job Orders and the sequence the jobs are filled including the date, time and the name and preference of the person filling the job order.
- 22.8 The time limits in this Article shall be exclusive of Saturdays, Sundays and Holidays."
2. This MOU shall be effective on the date of signing.

Agreed to this 13th day of

MARCH

, 2006


Manitoba Floodway Authority


Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #8 - ARTICLE 13

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend Article 13 of the PMA;

NOW THEREFORE the Parties agree as follows:

1. Article 13 shall be deleted and replaced by the following:

"13.1 The Contractor shall make all required contributions and effect employee deductions (i.e. payroll deduction) for all employees covered by the PMA for all funds as stipulated in Appendix C, the Reference Agreements or other areas of the PMA as applicable, including but not limited to Trust Funds, Trade Improvement Plans, Education Funds, and Industry Promotion Funds.

13.1.1 The Contractor shall make deductions from wages of all employees covered by the PMA in respect of union dues or service fees equating to union dues and assessments due to the Manitoba Building and Construction Trades Council (MBCTC). The MBCTC shall advise the Contractor and the MFA in writing, in advance, of the required dues, assessments and initiation fees and any changes thereto.

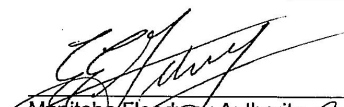
13.1.2 When an employee joins a union, the Union shall be responsible for obtaining the employee's written authorization and submitting same to the Contractor detailing the arrangements for payment of initiation fees if such fees are to be collected via payroll deduction.

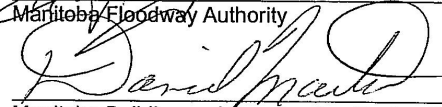
13.2 The Contractor will be responsible for preparation of MFA Remittance Forms for the funds, dues, assessments and initiation fees referenced in Article 13.1. The Contractor may opt to use his own remittance forms however, the format/content of such forms shall be subject to the approval of the MFA.

13.3 The Contractor shall remit all contributions and deductions and corresponding remittance forms to a designated independent third party by the 10th of the month following the month for which contributions and deductions were made. The independent third party shall arrange for the distribution of monies to the applicable local Union, the MBCTC or the MFA-Sponsored Plans, as applicable."

2. This MOU will have retroactive effect to March 7, 2005, and will apply to all those contractors who have submitted a bid or have been awarded a contract to perform work by the MFA prior to the date of this MOU.

Dated this 13th day of MARCH, 2006



Manitoba Floodway Authority


Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")
- and -
The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #9 – APPENDIX 'C' – SHIFT CONDITIONS

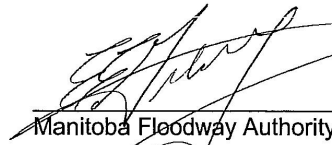
WHEREAS the MFA and the MBCTC (the "Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend Section 2.0, Shift Conditions of Appendix 'C' of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. The following new paragraph shall be added to Section 2.0 (a) of Shift Conditions of Appendix C:
"However, if on any second shift the number of hours worked after 12 midnight equals or exceeds the number of hours worked prior to 12 midnight, an employee shall be paid a shift premium of 10% of his/her standard hourly rate for each hour worked at straight time."
2. This MOU will be effective on the date of signing.

Agreed to this 13th day of MARCH, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

– and –

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU # 10 - ARTICLE 23 – Layoff

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend Article 23 of the PMA;

NOW THEREFORE the Parties agree as follows:

1. To delete the title of Article 23 and substitute in its place the following: "Article 23 – Layoff and Recall Provisions"
2. Article 23 shall be deleted and replaced by the following:
 - "23.1 "Subject to the provisions of Article 23.2, when a reduction in the Contractor's work force on the Project is to be carried out, the Contractor shall layoff employees, by classification, in the inverse order of hire (ie: last in, first out basis)
 - 23.2 The order of layoff set out in Article 23.1 shall be followed except:
 - a) When a contractor is not meeting the required 20% Equity-Hire participation rate, or as a result of the layoff, the participation rate would be less than 20%, in which case Equity Hire candidates should be retained in employment provided the provisions of 23.2(b) and/or (c) do not apply.
 - b) When an employee is not job qualified to perform the remaining work or whose overall skills, abilities, or work performance, in the judgment of the Contractor, compares less favourably to the overall skills, abilities, or work performance of others similarly employed.
 - c) When the progress and efficiency of the work would be significantly adversely impacted because of the resultant reallocation of employees to different work locations.
 - 23.3 When an employee is required to be layed off as a result of equipment breakdowns, shortages of materials or parts, unscheduled cessation of work, operation of the Floodway or other like conditions, that person may be recalled for employment by the Contractor provided:
 - a) The employee is advised in writing at the time of lay-off that he is eligible for recall and a copy of this notification is concurrently forwarded to the MFA.
 - b) The recall is initiated by the Contractor prior to the expiry of 45 calendar days measured from the date of lay-off.
Subject to mutual agreement, due to extenuating circumstances, the 45 calendar day period may be extended.
 - 23.3.1 To initiate the recall mechanism, the Contractor shall contact the person and notify the MFA and the appropriate Local Union, if that person is a Union Member, of the re-employment.

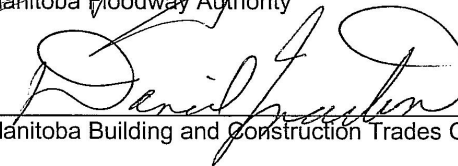
23.4 The day to day deployment of crews on and off of a job, who were hired in accordance with Article 22, are not to be affected by this Article.”

3. This MOU shall be effective on the date of signing.

Agreed to this 13th day of APRIL, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

- and -

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU #11 – Article 22

WHEREAS the MFA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the Parties now wish to amend Article 22 of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. To delete the title of Article 22 and substitute in its place the following:
"Article 22 – Hiring Procedure and Referral System; Transfer Provision".
2. To add the following new provision to Article 22:
"22.9 Transfer Provision
When:
 - (a) A Contractor or Subcontractor is engaged on more than one Contract on the Floodway Expansion Project, covered by this Agreement, and
 - (b) An Employee of that Contractor or Subcontractor has been hired in accordance with Article 22 of the PMA,

then that employee may be transferred by that Contractor or Subcontractor between applicable contracts on the Floodway Expansion Project."
3. This MOU will be effective on the date of signing.

Agreed to this 12th day of APRIL, 2006

Manitoba Floodway Authority

Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

– and –

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU #12 – Article 5 – No Strike / No Lockout

WHEREAS the MFA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the Parties now wish to amend Article 5 of the PMA;

NOW THEREFORE, the Parties agree as follows:


1. Article 5 shall be deleted and replaced by the following:
 - "5.1 It is understood and agreed by the Parties that this provision is a requirement with which all Contractors and all employees will abide.
 - 5.2 Neither the MBCTC, nor any representative of the MBCTC or any of the Affiliated Local Unions, nor any affiliated employee covered by this PMA shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any employee or group of employees during the term of this PMA.
 - 5.3 The Employer, representatives of the Employer, the Contractor or representatives of the Contractor shall not in any way cause or direct any lockout of employees during the term of this PMA.
 - 5.4 The MBCTC, the Affiliated Local Unions and the employees shall not authorize, encourage, engage in or condone any picketing on the Project.
 - 5.5 If any violation of Article 5.2 occurs, every effort shall be made by the MBCTC and the Unions to achieve immediate full compliance with Article 5.2. Such action by the MBCTC and the Unions shall include instructing such employees to cease the prohibited activities and immediately return to work, if work has ceased, and perform their usual duties and resort to the grievance procedure for the settlement of any complaint. The MBCTC shall immediately advise the Contractor and the MFA of the specific steps it has taken in this regard.
 - 5.5.1 If, pursuant to Article 5.5, the employees do not return to work, the MFA and the Contractor(s) may proceed to Court of Queens Bench to jointly apply for a mandatory injunction requiring a return to work.
 - 5.6 An employee who engages in any of the prohibited activities set out in this Article may be subject to disciplinary action including dismissal and/or other remedies that may be available. Furthermore, if such an employee does not comply with the instructions from the MBCTC and Local Union to return to work and perform his usual duties he may as a consequence be dismissed. In this event, he shall not be

eligible for hire or rehire under this Agreement for a period of six (6) months, and his dismissal shall be deemed to be a dismissal for just cause.

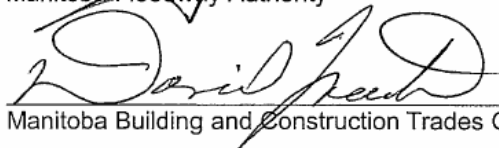
5.7 The fact that the MBCTC and/or a Union investigates or deals with an alleged violation of Article 5.2 shall not be deemed to be an acknowledgment by the MBCTC and/or a Union that Article 5.2 has been violated."

2. This MOU shall be effective on the date of signing.

Agreed to this 27 day of June, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

– and –

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU #13 – Article 14, Authority, Council and Union Representatives

WHEREAS the MFA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the Parties now wish to amend Article 14 of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. The title of this Article shall be deleted and the following substituted in its place:

"Article 14 – MFA, MBCTC and Union Representatives".

2. Article 14.2 shall be deleted and replaced by the following:

"14.2 a) The MBCTC shall appoint a Council 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 MFA in implementation of employee-oriented programs. The MFA agrees to recognize said representative.

- b) In addition to the Council Site Representative, other duly authorized Affiliate Local Union representatives, carrying a properly authorized credential of the Council will be allowed access to the Project site to conduct Union business, provided this is done without interfering with the progress of the work and the Local Union Representative complies with the following procedures:

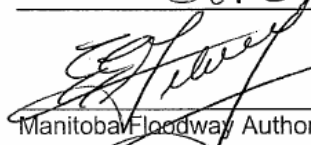
- i. With the exception of emergencies, the Local Union Representative will provide reasonable prior notification to the Contractor(s), of the date of his intended site visit. Such notification shall be concurrently provided to the Floodway and Council Site Representatives.

- ii. On arrival at the Project Site, the Local Union Representative firstly reports to the Site Office of the Contractor(s). While on the site, the Local Union Representative must adhere to all safety requirements arising from that Contractor's safety orientation program.

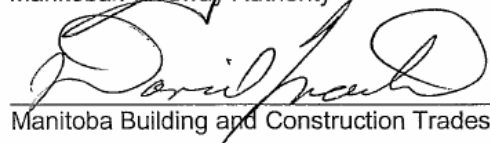
- 14.3 The MFA shall appoint a Floodway Site Representative who will be vested with full authority and power to service MFA Contractors and Subcontractors and administer the application of the terms of this Agreement. The MBCTC agrees to recognize said representation.

- 14.4 If requested by a Contractor, the Floodway and Council Site Representatives shall be present at any discussions between the Local Union Representative and the Contractor, relating to the Agreement."
- 14.5 It is agreed that no Site Representative, Affiliate Local Union or Contractor has any power to alter or amend this PMA in any way. This is not meant to discourage arrangements made on site between the Site Representatives to resolve issues and disputes or institute mutually acceptable solutions. These arrangements, however, shall not have the effect of altering the PMA and are not to be used as past practice to interpret the PMA."
3. This MOU shall be effective on the date of signing.

Agreed to this 27th day of JUNE, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

- and -

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU #14 – Article 18 – Grievance Procedure

WHEREAS the MFA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the Parties now wish to amend Article 18 of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. Article 18 shall be deleted and replaced by the following:

- "18.1 It is agreed that it is the spirit and intent of this PMA to adjust grievances promptly.
- 18.2 "Grievance" means any difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of this PMA whether between the Contractor and any employee bound by this PMA or between the Contractor and an Affiliated Local Union and/or the Council. The MFA, the Contractor and the Council shall all have the right to initiate a grievance at 18.3.2, Step 2 (c).
- 18.3.1 Step 1
The employee or employees concerned, with or without the presence of a job Steward shall first seek to settle the grievance by discussion with the appropriate Trade Foreman. If a satisfactory solution of the grievance is not reached in this manner within three (3) working days after the incident giving rise to the grievance, the grievor(s) may proceed to Step 2, providing that is done within a further period of three (3) working days.
- 18.3.2 Step 2
- a) Where the employee is not a member of any of the Affiliate Local Unions, he/she may, by executing the Grievance Form attached hereto as Appendix "B", proceed to attempt settlement or resolution of the grievance without the assistance of an Affiliate Local Union or the Council.
 - b) For all unionized workers, failing settlement at Step 1, the grievance may be submitted by the Union to the Contractor and in this event, the grievance must be stated in writing and a copy of the grievance shall be immediately forwarded to the Floodway and the Council Site Representatives, respectively. Upon receipt of the grievance, the Contractor shall, without delay, arrange a meeting with the Union representative for the

purpose of dealing with the grievance. A written decision regarding the grievance will be provided within three (3) working days of the date of the meeting.

- c) In the case of a MFA, Contractor or Council grievance, the grievance must be stated in writing and a copy of the grievance shall be immediately forwarded to the Floodway and Council Site Representatives. Upon receipt of the grievance, the respondent shall, without delay, arrange a meeting with the grievor for purposes of dealing with the grievance. A written decision regarding the grievance will be provided by the respondent within three (3) working days of the date of the meeting, a copy of which shall be forwarded to the aforementioned Site Representatives.

18.3.3 Step 3

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

18.3.4 Step 4

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

Bill Hamilton
Blair Graham
David Marr
Diane Jones
Michael Werier

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

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

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

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

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

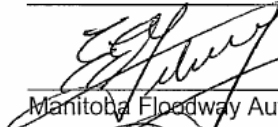
The Arbitrator shall have the authority to make decisions only on issues presented to him/her. He or she shall not have the authority to change, amend, add to or detract from any of the provisions of this PMA.

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

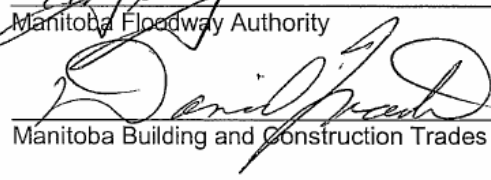
Failure of the grieving party to adhere to the limits established herein shall render the grievance null and void. Failure of the respondent to reply in accordance with the provisions of this Article will nonetheless entitle the grievor to submit the grievance to the next step of the grievance procedure.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

2. This MOU shall be effective on the date of signing.

Agreed to this 27th day of JUNE, 2006



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority
("MFA")

– and –

The Manitoba Building and Construction Trades Council
("MBCTC")

MOU #15 - ARTICLE 11 – Equity Employment

WHEREAS the MFA and the MBCTC have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the MFA and the MBCTC (the "Parties") now wish to amend Article 11 of the PMA;

NOW THEREFORE the Parties agree as follows:

1. Article 11 shall be deleted and replaced by the following:
 - "11.1 The PMA is intended to facilitate the hiring, training and advancement towards the attainment of journeyman status or its equivalent in the case of non-designated trades of Equity Hires (see Article 2.14 and Appendix "A") on the Floodway Project.
 - 11.2 The Equity Hire objective for all Construction Contracts on the Project will be employment of a minimum of twenty percent (20%) of the Contractor's overall in-scope workforce to be comprised of Equity Hires.
 - 11.3 Pursuant to the PMA, the sources of Equity Hires will include:
 - a) The Contractor's Current Employees (see Article 2.12), and,
 - b) The hiring procedure and referral system (see Article 22 and in particular, Article 22.4 and 22.5.10), and,
 - c) The Floodway Training Initiative (see Article 22.2.1).
 - 11.4 Supplemental to 11.3 (c), if journeymen in that trade are not available and provided the hiring of such apprentices would be in conformity with applicable apprentice to journeyman ratios, the Contractor may elect to hire Equity Hire apprentices or trainees if the minimum 20% threshold is not being achieved.

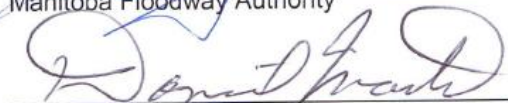
11.5 Failure of a Contractor to meet the Employment Equity objectives as set out in this Agreement shall equate to a violation of the PMA, save and except if the Contractor can clearly demonstrate through the retention and sharing of said information with the MFA that job-qualified Equity Hires were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

2. This MOU shall be effective on the date of signing.

Dated this 10th day of JANUARY, 2007



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

- and -

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU #16 – Appendix "A" – Employment Equity Strategy

WHEREAS the MFA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the Parties now wish to amend Appendix "A" Employment Equity Strategy of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. Appendix "A" shall be deleted and replaced by the following:

"The MFA is committed to Equity Hiring and provision of meaningful employment of such persons on the Floodway Project. To this end, the MFA will include in the PMA and/or the Construction Contracts provisions enabling the employment of Equity Hires and where applicable their hiring, training and advancement towards the attainment of journeyman status or its equivalent in the case of non-designated trades of Equity Hires on the Floodway Project (see Article 2.14 for definition of Equity Hire).

The employment equity strategy for the Floodway Project will be implemented through three (3) mechanisms – Construction Contracts, an Aboriginal Set Aside(s) and the Floodway Training Initiative.

1) Construction Contracts

a) Equity Criteria

- The employment Equity Hire threshold objective for applicable construction Contracts on the Project shall be twenty percent (20%) of the overall workforce hours of employees covered by the PMA.

b) Other Criteria

- The Contractor, as part of his tender submission will be required to project how the twenty percent (20%) threshold will be achieved by indicating the proportion of Equity Hires, expressed on a percentage basis, expected to be hired from the various employment sources (i.e. Current Employees, JRS referrals, etc.).

- The Contractor shall be solely responsible for determining if Equity Hire candidates are job qualified, reliable and willing and able to work on the Project.
 - The Contractor will be required to complete and submit on a timely basis a Bi-Weekly Employment Report indicating, amongst other applicable submissions, the number of Equity Hire hours worked and the number of hours worked by all in-scope employees during this period to enable computation of Equity Hire participation rates.
- c) Procedures
- The primary potential sources of Equity Hires will be:
 - i. Current Employees (as defined in Article 2.12 of the PMA) and,
 - ii. If a sufficient number of Current Employees are not available to meet the twenty percent (20%) threshold equity requirement, the hiring procedure of the PMA (see Article 22 of the PMA including Article 22.5.10).
- d) Failure of a Contractor to meet the Equity Criteria of the Employment Equity Strategy Construction Contract Objective shall equate to a violation of the PMA, save and except if the Contractor can clearly demonstrate through the retention and sharing of said information with the MFA that job-qualified Equity Hires were either not available or available but elected not to work on the Project.

2) Aboriginal Set Aside Objective

To establish an Aboriginal Set Aside for the West Dyke expansion component. Initially, one (1) section of the West Dyke is planned to be tendered to qualified Aboriginal Contractors, with other sections potentially being tendered in subsequent years by the MFA.

To qualify as an Aboriginal firm, a Contractor must be 51% Aboriginal-owned with a minimum of 1/3 of the employees being Aboriginal.

- a) Equity Criteria
- In addition to the requirements set out above, the provisions of Article 11, shall also apply.
 - The Contractor will endeavor to employ Aboriginals from all constituent groups as referenced in Article 2.9 and the makeup will be subject to the satisfaction of the MFA.
 - Bidding Contractors will be required to be COR-certified or equivalent in accordance with MFA criteria.
 - "Equity Criteria" noted under Construction Contracts - the employment Equity Hire threshold objective for applicable Aboriginal Set Aside construction Contracts on the Project shall be twenty percent (20%) of the overall workforce hours of employees covered by the PMA.
- b) Other Criteria
- "Other Criteria" set out in Section 1 (b) above, shall also apply to this Section.
- c) Procedures
- The outcome of a set-aside contract will be evaluated before proceeding with other potential set-aside tenders.
 - In the event of unsatisfactory bids and/or negative evaluations of set-aside contracts, MFA may consider re-tendering in a regular manner.
 - "Procedures" set out in Section 1 (c) above, shall also apply to this Section.

- d) Failure of a Contractor to meet the "Equity Criteria" of the Employment Equity Strategy Aboriginal Set Aside Objective shall equate to a violation of the PMA, save and except if the Contractor can clearly demonstrate through the retention and sharing of said information with the MFA that job-qualified Equity Hires were either not available or available but elected not to work on the Project.

3) **Floodway Training Initiative (FTI)**

3.1 FTI Objective

An Employment Equity FTI has been established with Manitoba Advanced Education & Training (MAET) to increase the availability of skilled Equity Hire members for work on the Floodway Expansion Project and the construction industry at large.

3.2 FTI Components

(a) Training Component

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

(b) Work Experience Component

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

The MFA will:

- (i) Designate the contracts in which the Work Experience Component will be required and stipulate the number of participants to be employed, the duration of their employment and such other conditions as may be applicable.
- (ii) Provide the Contractor with participants for the Work Experience Component; in the case of Non-Designated Trades, the participants will be selected by the MFA from the initial Training Component (see 3.2 (a) above) and in the case of Designated Trades utilize the Hiring and Referral system of the PMA to identify candidates from which participants will be selected by the Contractor.
- (iii) Appoint a Training and Development Coordinator who will be primarily responsible for liaison between the Contractor and MAET in respect of the Work Experience Component in Non-Designated Trades and Occupations.

3.3 Equity Criteria

The initial focus of the FTI will be Aboriginal candidates followed by other Equity Hire group members.

3.4 Procedures

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

- (i) Will pay the FTI work experience participants in accordance with Schedule "C" and or the Reference Agreement of the PMA as applicable, commensurate with the participants training and experience. The MFA will advise the Contractor as to the number of relevant pre-employment and/or practical hours which shall be recognized by the Contractor for purposes of establishing the appropriate rate of pay.
- (ii) Will be responsible for the provision of supervision, labour (including workplace coaching and mentoring, as applicable), and the necessary equipment and materials.
- (iii) Will ensure the participants receive relevant trade or occupation related work.
- (iv) Will maintain complete and accurate records of pay, performance, hours of work for each FTI participant and make such information available to the MFA Training and Development Coordinator.
- (v) Will designate an on-site representative to liaise with the MFA Training and Development Coordinator.
- (vi) Will provide workers compensation coverage for all assigned FTI participants.

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

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

3.5 Application of the Project Management Agreement (PMA)

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

- (i) FTI participants involved in Non-Designated Trades and Occupations will be selected and referred as set out in this FTI and the provisions of Article 22 shall be deemed not to apply to such persons.

(ii) The removal of an FTI participant, involved in Non-Designated Trades and Occupations, for remedial training or reassignment shall be deemed to be for just cause and shall not be the subject of a grievance.


(iii) All FTI participants will be employed for a contractually pre-determined duration and the provisions of Article 23.1 (Layoff) shall be deemed not to apply to FTI participants."

2. This MOU shall be effective on the date of signing.

Agreed to this 10th day of JANUARY, 2007



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

PROJECT MANAGEMENT AGREEMENT

Between:

The Manitoba Floodway Authority

("MFA")

- and -

The Manitoba Building and Construction Trades Council

("MBCTC")

MOU #17 – Article 4 – Scope and Coverage

WHEREAS the MFA and the MBCTC ("the Parties") have entered into a Project Management Agreement ("PMA") dated March 7, 2005;

AND WHEREAS the Parties now wish to amend Article 4 - Scope and Coverage of the PMA;

NOW THEREFORE, the Parties agree as follows:

1. Article 4 shall be deleted and replaced by the following:

"4.1 Subject to the provisions of 4.2, this PMA applies to the Parties and all employees who are covered, or intended to be covered, by Appendix "C" including the Schedules thereof and/or the Reference Agreements and who are employed by Contractors awarded construction work by the MFA associated with the expansion of the Floodway and to any Subcontractor thereof and their respective employees involved in such construction work.

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

- a) The onsite construction installation, upgrade, repair, dismantling or demolition of structures, devices, diverter spillways, dykes, channel work, roads and bridges necessary for the completion of the expansion of the Floodway.
- b) The onsite operation and maintenance of all heavy construction equipment including trucks and batch plants.
- c) The transporting of materials from designated stock piles or storage areas on the Project Site; and the transporting of concrete and asphalt from its off loading point on the Project Site to its installation point and the placement/installation of such materials; and the transporting of dismantled components of bridges or debris arising from demolition of structures or foundation preparation activities to its storage or disposal point, whether onsite or offsite.
- d) The delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas, by any entity, when such materials are to be utilized in conjunction with any of the following contracted construction work:
 - West Dyke Reconstruction
 - Inlet Control Structure erosion protection
 - Low flow channel rock riprap lining

- Outlet Structure
 - Red River West Bank erosion protection near Outlet Structure
 - Any other Contracts involving the delivery of aggregate which are designated by the MFA in the tender documents as being subject to the provisions of Article 4.1.1(d).
- e) Subject to 4.2 (j), the delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas when such materials are to be utilized in conjunction with the installation, replacement, repair, removal or dismantling of bridges provided such materials are transported by an entity having the status of Contractor or Subcontractor under the terms of the PMA.

The provisions of 4.1.1(e) shall also apply to any other such work which is not covered by the provisions of 4.1.1(d).

- f) Subject to 4.2 (f), the onsite activities associated with the dismantling for inspection, repair or replacement of existing components or equipment generally associated with Floodway Control Structures (Inlet Control Structure and Outlet Structure); and the subsequent installation of renovated or new components thereof.
- g) Any other work or classification that the Parties mutually agree falls within the scope of this PMA.

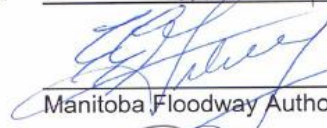
4.2 This PMA shall not apply to:

- a) Project site work that is not within the jurisdiction of the MFA.
- b) Employees of the MFA.
- c) Engineers and other professional staff, technical staff, administration and office staff, security staff, catering staff and all levels of supervision above the rank of foreman, except as otherwise may be provided in a Reference Agreement.
- d) Non-continuous work required on heavy construction equipment covering warranty repairs and technical support on maintenance.
- e) Specialized work performed by technical specialists from the equipment manufacturer on permanent equipment which was not assembled under the Scope of the PMA; testing, inspection or service work performed under warranty by technical specialists from the supplier or manufacturers on any equipment installed under the Scope of the PMA.
- f) The repair or renovation of existing components or equipment generally associated with Floodway Control Structures, performed in facilities located off the Project Site.
- g) The delivery of parts, equipment and materials to the Project Site on the basis of one drop per load. This provision shall not apply to the delivery of aggregate including riprap, as described in 4.1.1(d) and (e) above.
- h) The delivery of concrete by concrete mixer trucks to its offloading point on the Project Site.
- i) The delivery of asphalt to its offloading point on the Project Site.
- j) The delivery of aggregate, including riprap, from offsite locations to onsite installation points or storage areas when such materials are to be utilized for the purposes described in 4.1.1(e) above, including the spreading of the aggregate by means of the delivery vehicle, carried out by an entity which, pursuant to the PMA, does not have the status of Contractor or Subcontractor.

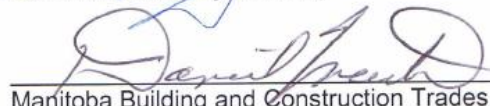
k) Any other work or classification that the Parties mutually agree does not fall within the scope of this PMA."

2. This MOU shall be effective on the date of signing.

Agreed to this 10th day of JANUARY, 2007



Manitoba Floodway Authority



Manitoba Building and Construction Trades Council

REFERENCE AGREEMENTS

APPLICABLE TO THE INDUSTRIAL, COMMERCIAL, INSTITUTIONAL SECTOR AS DEFINED IN THE CONSTRUCTION INDUSTRY WAGES ACT.

REFERENCE AGREEMENT NO. 1.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CLRAM AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 343 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT

SECTION 7 - HOURS OF WORK AND OVERTIME

- 7:01 Nothing contained herein shall be construed as a guarantee by the Employer of the daily or weekly hours of work.
- 7:02 Conditions applicable to all work within the Winnipeg eighty-five (85) kilometer zone, Major Building Projects (as defined in the Construction Industry Wages Schedule), The Town of The Pas, the area north of the 54th degree of north latitude or as covered by the Greater Winnipeg and Major Building Construction Wage Schedule as promulgated under the Construction Industry Wages Act, plus The City of Brandon, including Shilo military base, and The City of Portage la Prairie.
- (A) Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
- (B) Except as otherwise herein expressly provided:
- (i) If more than the recognized daily hours are worked in any one shift, then such additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate. On Saturdays the rate of pay shall be at the rate of time and one-half the regular straight time hourly rate, unless modified by 7:02, Section D or E.
- (ii) Work done Sunday or on the Holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate.
- (C) The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, the hours during which a regular work day may be worked can be deviated from, by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.
- (D) To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.
- (E) Notwithstanding (B) above, if a complete day's work is lost Monday to Friday on Major Building Construction Projects then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates.

7:04 Shift Premium:

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

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

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

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

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

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

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

7:07 Lunch Period:

A thirty (30) minute lunch period shall be allowed for all employees on each shift unless otherwise mutually agreed upon by the Employer and the employees.

7:08 Overtime Lunch Provided by Employer:

Where an employee reports for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense after the first two overtime hours provided it appears likely that more than an hour's work remains to be done and every four (4) overtime hours thereafter. All employees will be given at least one-half hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two overtime hours and every four overtime hours thereafter.

7:09 Coffee Breaks:

Notwithstanding Clause 7:08 above, (overtime lunch), an opportunity will be allowed for employees to partake of non-alcoholic drinks at their work stations, twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If two (2) hours overtime are to be worked,

a coffee break (at the place of work) shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. During inclement weather the employees will be provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and /or volatile substances.

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

SECTION 9 - WAGES, HOW PAID

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

SECTION 12 - ANNUAL VACATION AND VACATION PAY

- 12:01 The annual vacation will be provided at a time arranged between the Employer and the employee as detailed in The Manitoba Employment Standards Code.
- 12:02 Payment for the annual vacation will be as provided in the above noted Code or on the basis of six (6%) percent of the employee's standard hourly rate for each hour worked, whichever is more favorable to the employee.
- 12:03 (A) Advance payment in lieu of pay at time of vacation in the amount set forth in 12:02 above shall be added to each employee's weekly wages and taxed on each pay period.
- (B) The Union and the Local covenants and agrees that the Union, the Local, its officers, members or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Employment Standards Code is improper satisfaction of the Employer's obligations under said Code, and for greater clarity it is specifically agreed that double payment for vacations, once under the Agreement and once under the Code, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him/her harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

SECTION 13 - TOOLS, WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 13:01 A carpenter's tools are his/her means of livelihood and must be kept in good condition at all times. When an individual reports to a job his/her tools will be sharp and in good condition. Thereafter he/she will be allowed time to re-sharpen any tools blunted on a job.
- 13:02 The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He/she must report the breakage or loss of any of these tools and equipment immediately to his/her superior.

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

SECTION 15 - STANDARD OF WORK AND LIMITATIONS

- 15:01 There shall be no limit on production of workers nor restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.
- 15:02 It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow the members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- 15:03 Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturdays, Sundays or Holidays at less than overtime rates prescribed herein.
- 15:04 Disciplinary action is to be taken by both Union and the Employer against any infraction of this Section.
- 15:05 The parties hereto agree that where the tendering agency calls for a pre-job conference to be held, they will attend and participate therein. At the discretion of the Contractor and/or request of the Local's Business Manager, the parties agree to discuss any job in a cooperative fashion.

SECTION 18 - TERMINATION OF EMPLOYMENT

- 18:01 When an employee terminates his/her employment he/she shall give the Employer one (1) hour's notice.
- 18:02 When an employee is laid off, the Employer shall give him/her one (1) hour's notice with pay to allow him/her sufficient time to clean and pack his/her tools and leave the job site. The Employer will mail to the employee, by registered mail, within two working days of his/her termination of employment, the employee's:
- a) Wages to time of lay off
 - b) Vacation Pay Allowance
 - c) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any)
 - d) Record of Employment
 - e) Statutory Holiday Pay Allowance

f) Statutory Holiday and Vacation Pay amounts to be entered separately on the Record of Employment.

18:03 If the employee prefers, he/she may inform the Employer upon leaving the job site that he/she will pick up the above items at the Employer's office in the afternoon of the second working day after his/her employment was terminated. Out of Province Employers will be required to give each employee a statement of hours and overtime hours owing, signed by an authorized representative of the Employer, at time of termination.

18:04 When an employee terminates his/her employment or is dismissed for cause the Employer will mail to him/her all pay records and allowances no later than 72 hours of receiving his last time card.

SECTION 21 – WAGES

	July 5, 2004	May 1, 2005	May 1, 2006
Certified Journeyman	\$24.17	\$24.40	\$24.70
Other Carpenters	\$23.17	\$23.40	\$23.70

SECTION 22 - TRUST FUNDS

22:0 (A) It is mutually agreed effective from July 5, 2004 that each Employer signatory to the Agreement will contribute to the Carpentry Trade Pension Trust Fund (Manitoba) in accordance with 22:03 (A), for all employees in the bargaining unit, and shall be bound by and subject to all the terms of the Pension Trust Agreement made between the Construction Labour Relations Association of Manitoba and the United Brotherhood of Carpenters and Joiners of America, Local 343. This plan shall be in addition to any compulsory government plan.

(B) It is mutually agreed effective from July 5, 2004 that each Employer signatory to the Agreement will contribute to the Local Union 343 Welfare Trust Fund (Manitoba) in accordance with 22:03 (B), for all employees in the bargaining unit, and shall be bound by and subject to all the terms of the Health & Welfare Trust Agreement made between the Construction Labour Relations Association of Manitoba and the United Brotherhood of Carpenters and Joiners of America, Local 343. This plan shall be in addition to any compulsory government plan.

22:02 The Trust Documents shall provide for a Board of Trustees composed of three trustees appointed by the Union and three trustees appointed by the Employer. The parties shall also be entitled to appoint two alternate trustees, whose voting rights shall be subject to the conditions provided in the trust Agreement. Equal voting rights for the representatives of each party shall be preserved at all meetings.

The Administrators of the Carpentry Trade Pension Trust Fund (Manitoba) and Local Union 343 Welfare Trust Fund (Manitoba) shall be as determined by the respective Board of Trustees, and is currently Coughlin & Associates Ltd., 100 – 175 Hargrave Street, Winnipeg, Manitoba, R3C 3R8.

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

	July 5, 2004	May 1, 2005	May 1, 2006
Employer Contribution/hour worked	\$2.11	\$2.34	\$2.50
Employee Contribution/hour worked	\$1.55	\$1.32	1.16

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

	July 5, 2004	May 1, 2005	May 1, 2006
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Employer Contribution/Hour worked	\$0.70	\$0.76	\$0.83
Employee Contribution/Hour worked	\$0.25	\$0.25	\$0.25

22:04 Contributions shall be made for and by all employees in the bargaining unit.

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

SECTION 23 - TECHNOLOGICAL CHANGE

23:01 The provisions of this Section are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

23:02 Section 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.

23:03 In the event of a technological change by a particular Employer that particular Employer shall assist all employees affected by the technological change to adjust to the effects of the technological change by providing the Carpenters Union promptly, in writing, as soon as the Employer becomes aware that he/she will be involved in a technological change, with particulars of which employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the Carpentry Trade Improvement Committee (or Carpentry Joint Conference Committee) specifying what sort of retraining will be required to adjust to the technological change.

23:04 The Union and the Employers, acting through their respective organizations shall then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from E.I., the Manitoba Department of Labour and the Manitoba Department of Education.

SECTION 24 - HEIGHT PREMIUMS

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

24:02 (i) Carpenters and Carpenter Apprentices are required to use safety belts and harness at any time that the employees and/or Employers feel that use of such devices are advantageous. Only where the safety regulations require the use of safety belts, or harness, for the protection of employees against the hazards of falling, then, provided only that such safety devices are worn, the employee shall receive fifteen (15) cents per hour in addition to his/her regular rate of pay, unless the Employer has incorporated additional safety measures (i.e. work platforms, etc.) that addresses the workers safety.

(ii) When the employee is required to work on scaffolds which are fifty (50) feet or more in height and situated so that a drop of fifty (50) feet exists to the ground, water, or other immediate surroundings, he/she shall be paid two (2%) percent of the Certified Journeyman rate, in addition to his/her regular rate of pay, unless the Employer has incorporated additional safety measures (i.e. work platforms, etc.) that addresses the workers safety.

SECTION 25 - CARPENTER FOREMAN

25:01 For the purpose of this Agreement, a carpenter foreman shall be defined as a person in charge of carpenters, but, who does not have the authority to hire or discharge, and who sometimes uses the

tools of the trade. Carpenter foremen using the tools of the trade shall be or become members of the Union. Carpenter foremen shall be paid - twelve (12%) percent above the qualified journeyman rate to the nearest nickel. In the event of computing this percentage, the result ends in two and one-half (2 ½) cents or seven and one-half (7 ½) cents the per hour rate shall be at the highest nickel.

SECTION 26 - CARPENTER APPRENTICES

26:01 "Apprentice" means an employee indentured In the trade of carpentry as specified by the Apprenticeship and Tradesmen's Qualification Act of the Province of Manitoba.

26:02 Apprentices shall work with the tools of the trade, and shall be under the supervision of a journeyman. The ratio of apprentices to journeymen shall be:

One (1) apprentice for the first journeyman in the employ of the Company, and one (1) additional apprentice for every three (3) additional working journeymen employed by the Company, or as laid down from time to time by the Apprenticeship and Tradesmen's Qualification Act of the Province of Manitoba.

26:03 Carpentry Apprentices shall be paid the percentage of the journeyman rate per hour as laid down from time to time by the Apprenticeship Board of Manitoba. Currently these rates are as listed below:

Percent of Prevailing Journeyman Rate

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

SECTION 27 - RE-EMPLOYMENT

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

SECTION 28 - CARPENTRY TRADE IMPROVEMENT PLAN

28:01 Plan to upgrade the quality of carpenters working within the scope of the Agreement.

A committee has been established to be known as the Carpentry Trade Improvement Committee consisting of four (4) members from each organization of whom two (2) members of each organization shall be a quorum. This Committee will be charged with the responsibility of devising ways and means of up-grading the quality of the carpenters available in the area covered by this Agreement by:

- (A) Promoting and encouraging apprenticeship in trade.
- (B) Promoting and encouraging qualifications under the Apprenticeship and Tradesman's Qualifications Act.

28:02 The Union and the Employers agree to actively promote and support the following actions which are designed to produce and maintain a high level of qualification within the ranks of the Union membership.

- (A) Commencing April 30, 1968, it is agreed that the definition of a journeyman carpenter under this Agreement is a carpenter who:
 - (i) has a Certificate of Qualification under the Apprenticeship Act of Manitoba,
 - (ii) has a Certificate of Proficiency under the Tradesman's Qualifications Act of Manitoba,
 - (iii) has a Certificate of exemption issued by the Carpentry Trade Improvement Committee.

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.

28:03 All members of the Union who are not journeymen carpenters as defined above shall be encouraged to:

- (A) register through the Union office with the Carpentry Trade Improvement Committee
and
- (B) (i) register for a Trade Qualifications upgrading course at the trade with the Department of Education, Red River Community College, E.I., C.T.I.T.F. , or other applicable Department,
or
(ii) apply for an examination under the Tradesman's Qualification Act with the Department of Labour of Advanced Education and Training.

and

- (C) deposit the fee for either (B) (i) or (ii) above at the Union office.

28:04 The parties of this Agreement will then attempt to expedite the scheduling of the required examinations and refresher courses.

28:05 The Union and the Employers agree jointly, that when persons are being hired the following order of preference will prevail:

- (A) Journeyman carpenters (as detailed in Clause 28:02 (A) and Indentured Apprentices),
- (B) Other persons working at the trade.

28:06 When layoffs occur the reverse order of preference will be followed.

28:07 Contributions to the Carpentry Trade Improvement Trust Fund shall be in accordance with the amounts specified below. The total sum so collected will be remitted to the Carpentry Trade Improvement Committee once each month NOT later than the tenth (10th) day of the month following. This money will be used by the Carpentry Trade Improvement Committee to promote Apprenticeship and improve the qualifications of the carpenters working within the area covered by this Agreement. A formal Trust Agreement has been drawn up and ratified by the parties to this Agreement.

	July 5, 2004	May 1, 2005	May 1, 2006
Employer Contribution	29¢ per hour	29¢ per hour	30¢ per hour
Employee Contribution	5¢ per hour	5¢ per hour	5¢ per hour

SECTION 29 - ADMINISTRATION OF AGREEMENT

29:01 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

29:02 Each Employer shall contribute an amount in cents-per-hour, as specified by the Construction Labour Relations Association of Manitoba, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto including the expenses of the Construction Labour Relations Association of Manitoba.

In particular costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

29:03 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner the Union and the Employer agree that all employers who are not members of the Carpentry Trade Division of the Construction Labour Relations Association of Manitoba, shall contribute an amount in cents per hour as specified by the Construction Labour Relations Association of Manitoba, for each hour for which wages are payable to the Construction Labour Relations Association. Such contributions shall be directed to the Carpentry Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavour to facilitate that the employers will contribute the applicable amounts to the fund, and the Local Union shall not be responsible for collecting these funds.

The current C.L.R.A.M. fee is ten (10) cents per hour with a twenty (\$20.00) dollar minimum per month and is subject to review by the Membership of the Association. Accordingly, the parties benefit plan Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of \$0.10 per man hour worked based on the contributions received. Further, the Administrator shall provide on a monthly basis with each remittance to the C.L.R.A.M., a detailed listing of all contributing employers and the total amount of hours worked for each employer. Such remittance shall be post marked no later than the 15th day of each month following the month the hours were worked. All costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

SECTION 30 – BEREAVEMENT LEAVE

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

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

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

REFERENCE AGREEMENT NO. 2.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CLRAM AND THE CONSTRUCTION AND SPECIALIZED WORKERS UNION, LOCAL 1258 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT

SECTION 7 - HOURS OF WORK AND OVERTIME

- 7:01 Nothing contained herein shall be construed as a guarantee by the Employer of the daily or weekly hours of work.
- (A) Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
 - (B) Except as otherwise herein expressly provided:
 - (i) If more than the recognized daily hours are worked in any one shift, then such additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate. On Saturdays the rate of pay shall be at the rate of time and one-half the regular straight time hourly rate, unless modified by Section 7:01, D or E.
 - (ii) Work done Sunday or on the Holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate.
 - (C) The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, the hours during which a regular work day may be worked can be deviated from, by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.
 - (D) To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.
 - (E) Notwithstanding (B) above, if a complete day's work is lost Monday to Friday for reasons such as inclement weather, on Major Building Construction Projects then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates. A make-up day will only be worked during the same week that the time is lost.
- 7:02 Conditions applicable to all work within the Winnipeg eighty-five (85) kilometer zone, Major Building Projects (as defined in the Construction Industry Wages Schedule), The Town of The Pas, the area north of the 54th degree of north latitude or as covered by the Greater Winnipeg and Major Building Construction Wage Schedule as promulgated under the Construction Industry Wages Act, plus The City of Brandon, including Shilo military base, and The City of Portage la Prairie.
- 7:04 Shift Premium:
- Where the regular work day has been deviated by arrangement with the affected employees the following shift premiums shall apply to straight time hours only.
- Urban areas and Major Projects all as defined in 7:02:
- (ii) Regular Work Day Hours: Any hours worked between 6:00 a.m. and midnight shall be free of shift premium. The premium of .142 shall apply on any remaining straight time hours on a shift which may extend past midnight.

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

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

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

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

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

7:07 Lunch Period:

A thirty (30) minute lunch period shall be allowed for all employees on each shift unless otherwise mutually agreed upon by the Employer and the employees. In cases where an Employer requires Employees to work through their regular lunch or coffee breaks, the Employees shall be provided with a break either prior to the completion of their shift, or upon completion of their shift be compensated at the applicable base rate of pay.

7:08 Overtime Lunch Provided by Employer:

Where an employee reports for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense after the first two overtime hours provided it appears likely that more than an hour's work remains to be done and every four (4) overtime hours thereafter. All employees will be given at least one-half hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two overtime hours and every four overtime hours thereafter.

7:09 Coffee Breaks:

Notwithstanding Clause 7:08 above, (overtime lunch), an opportunity will be allowed for employees to partake of non-alcoholic drinks at their work stations, twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If more than two (2) hours overtime are to be worked, a coffee break shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. During inclement weather the employees will be

provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and /or volatile substances.

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

SECTION 9 - WAGES - HOW PAID

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

SECTION 12 - ANNUAL VACATION AND VACATION PAY

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

SECTION 13 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- (A) The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given sufficient time to put these tools and equipment in the designated storage place prior to the end of each shift. He must report the breakage or loss of any of these tools and equipment immediately to his superior.
- (B) An employee found misusing company tools or equipment may be held responsible.
- (C) Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- (D) The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (E) Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.
- (F) If the Employer requires the employee to work in the rain, wet weather clothing shall be supplied at no cost to the Employee.

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

SECTION 15 - STANDARD OF WORK AND LIMITATIONS

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

SECTION 18 - TERMINATION OF EMPLOYMENT

- (A) When an employee terminates his employment, he shall give his employer one (1) hours notice.
- (B) When an employee is laid off, the Employer shall give him one (1) hours notice with pay to allow him sufficient time to clean and pack his tools and leave the job site.
- (C) When an employee terminates his employment; is laid off; or is dismissed for cause, the employer will mail to the employee, by registered mail within three (3) working days or made available for employee pick-up within five (5) working days, the employee's:
 - 1. Wages due.
 - 2. Vacation Pay Allowance.
 - 3. Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any)
 - 4. Record of Employment Slip.
 - 5. Statutory Holiday Pay Allowance.
- (D) If the employee prefers, he may arrange with the Employer or his representative when he leaves the job site, that he will pick up the above items at the Employer's office on a day mutually agreed upon by the employee and the employer or his representative.

If the employee fails to pick up the above items on the agreed upon date, then the Employer will mail to the employee the above items, by registered mail, by no later than the next regular working day.
- (E) Employees shall have the right to have a Union Representative with them with respect to any disciplinary meetings.

SECTION 21 - WAGES

(A) WINNIPEG & BRANDON ONLY:

	Date of Signing 2004	MAY 1, 2005	MAY 1, 2006
General Labourer	\$18.54	\$18.79	\$19.04
Concrete Finisher	\$20.74	\$21.04	\$21.34
Equipment Operator/Swamper/ Bricklayer Helper	20.00	\$20.00	\$20.00

Labour Foreman: Shall be paid \$1.00 over the highest Classification working under his direct supervision.

Note: Training Labourers may not exceed twenty-five (25%) percent of the total labourer workforce.

(B) The following shall be the wage rates for Portage La Prairie, Shilo and The Pas: 85% of the (A) rates.

TRAINEES	PERCENTAGE	MAY 1/04	MAY 1/05	MAY1/06
0 – 960 Hours	60% of Class 1	\$11.12	\$11.27	\$11.42
961 – 1920 Hours	70% of Class 1	\$12.98	\$13.15	\$13.33
1921 – 2300 Hours	85% of Class 1	\$15.76	\$15.97	\$16.18

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

SECTION 22 - TRUST FUNDS

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

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

		EMPLOYER	EMPLOYEE
Gen. Labourer	Effective Date of Signing	\$0.30/hr.	0.70/hr.
	Effective May 1, 2005	\$0.35/hr.	\$0.70/hr.
	Effective May 1, 2006	\$0.40/hr.	\$0.70/hr.
Concrete Finisher	Effective Date of Signing	\$0.30/hr.	\$0.70/hr.
	Effective May 1, 2005	\$0.35/hr.	\$0.70/hr.
	Effective May 1, 2006	\$0.40/hr.	\$0.70/hr.
Equipment Operator/ Swamper/Bricklayer Helper	Effective Date of Signing	\$0.30/hr.	\$0.70/hr.
	Effective May 1, 2005	\$0.35/hr.	\$0.70/hr.
	Effective May 1, 2006	\$0.40/hr.	\$0.70/hr.
Trainees (I,II,III)	Effective Date of Signing	\$0.30/hr.	\$0.70/hr.
	Effective May 1, 2005	\$0.35/hr.	\$0.70/hr.
	Effective May 1, 2006	\$0.40/hr.	\$0.70/hr.

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

		EMPLOYER	EMPLOYEE
Gen. Labourer	Effective Date of Signing	\$1.89/hr.	\$0.55/hr.
	Effective May 1, 2005	\$1.94/hr.	\$0.55/hr.
	Effective May 1, 2006	\$1.99/hr.	\$0.55/hr.
Concrete Finisher	Effective Date of Signing	\$1.59/hr.	\$0.55/hr.
	Effective May 1, 2005	\$1.79/hr.	\$0.55/hr.
	Effective May 1, 2006	\$1.99/hr.	\$0.55/hr.
Equipment Operator/ Swamper/Bricklayer Helper	Effective Date of Signing	\$1.89/hr.	\$0.55/hr.
	Effective May 1, 2005	\$1.94/hr.	\$0.55/hr.
	Effective May 1, 2006	\$1.99/hr.	\$0.55/hr.
Trainees (I) 60%	Effective Date of Signing	\$1.13/hr.	\$0.55/hr.
	Effective May 1, 2005	\$1.16/hr.	\$0.55/hr.
	Effective May 1, 2006	\$1.19/hr.	\$0.55/hr.
Trainees (II) 70%	Effective Date of Signing	\$1.32/hr.	\$0.55/hr.
	Effective May 1, 2005	\$1.36/hr.	\$0.55/hr.
	Effective May 1, 2006	\$1.39/hr.	\$0.55/hr.
Trainees (III) 85%	Effective Date of Signing	\$1.61/hr.	\$0.55/hr.
	Effective May 1, 2005	\$1.65/hr.	\$0.55/hr.
	Effective May 1, 2006	\$1.69/hr.	\$0.55/hr.

- (D) The Training Fund shall be financed by employer contributions per hour worked under the terms of this Agreement.

EMPLOYER

Effective Date of Signing, 2004	\$0.20/hr.
Effective May 1, 2005	\$0.20/hr.
Effective May 1, 2006	\$0.20/hr.

- (E) The Union, and every Employer party to this Agreement shall participate in the above noted employee benefit funds and participation of all employees employed within the Scope of this Agreement is agreed to as a condition of employment and continued employment.
- (F) Contributions to the Specialized Workers' Pension Trust Fund and to the Specialized Workers' Health And Welfare Trust Fund shall be submitted each month by the fifteenth (15th) of the month following the month for which the contributions are collected. Firms in default in excess of fifteen (15) days may be required at the discretion of the trustees to pay a penalty of interest in the amount of three (3%) percent over the current prime rate.

It is recognized by both parties that it will not be an infraction of this Agreement for the Union to withdraw its members from any job when the Employer is in default of all or any part of this Section.

SECTION 23 - HEIGHT PREMIUMS

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

- (A) Over 45" = 5% of the regular hourly rate, per hour
- (B) Over 150" = 75 cents per hour.

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

SECTION 24 – BEREAVEMENT LEAVE

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

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

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

SECTION 25 - ADMINISTRATION OF AGREEMENT

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

Each Employer shall contribute an amount in cent-per-hour, as specified by the Association, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Construction Labour Relations Association of Manitoba.

In particular the costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

REFERENCE AGREEMENT NO. 3.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CLRAM AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, HOISTING AND PORTABLE, LOCAL 987 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT

SECTION 7 - WORK QUALITY AND PERFORMANCE

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

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

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

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

SECTION 9 - WAGES - HOW PAID

(A) Employees shall be paid every second Thursday by cheque or direct deposit, unless other arrangements are made with the Employer. No more than two (2) days pay shall be held back. The Employer shall make every reasonable effort to deliver the cheque/direct deposit pay stub to the employees work site.

(B) The Employer agrees to provide each pay period a complete dated statement for each employee showing separate totals of the following:
Straight Time Hours Paid

Overtime Hours Paid
Vacation and Statutory Holiday Pay
Fund Contributions
Union Dues and all other deductions made by the Employer.
Breakdown of daily hours in each pay period if requested by the employee.

SECTION 11 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

(A) A mechanic's tools are his means of livelihood and must be kept in good condition at all times.

(B) The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He must report the breakage or loss of any of these tools immediately to his superior.

- (C) An employee found misusing Employer's tools may be held responsible.
- (D) Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- (E) The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (F) Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss, satisfactory to the insurance company. Such list must be submitted within ten (10) days of loss unless reason satisfactory to the insurance company can be shown for not having done so.
- (G) Operators shall be required to supply the hand tools listed below, to perform regular maintenance and minor repairs.

Group #1

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

- (H) If employees are required to transport their tools to an out-of-town job site and/or return other than by private vehicle, the Employer will be responsible for shipping costs.
- (I) Mechanics shall be required to supply the ordinary hand tools of the trade in accordance with the Heavy Duty and Automotive tool list as follows:

Heavy Duty and Automotive Mechanics Tool List
 Class #1 and #2

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

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

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

SECTION 18 - TERMINATION OF EMPLOYMENT

- (A) When an employee quits, he shall give his Employer one (1) hour's notice and he shall receive his pay within three (3) working days.
- (B) When an employee is laid off, the Employer will give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. Where no suitable transportation from the job site is available, the Employer will be responsible for Board Expense Refund as per existing accommodation until the first suitable transportation becomes available. The Employer will mail to the employee, by registered mail, within two (2) working days of his termination of employment the employee's:
1. Wages to time of lay-off.
 2. Vacation Pay Allowance.
 3. Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
 4. Unemployment Insurance Termination Slip.
 5. Legal, Statutory and/or General Holiday Pay Allowance.
- If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.
- (C) When an employee is terminated for cause, the Employer will mail to him his pay, records and allowance within three (3) working days.
- (D) If the employee provides a "log book", the Employer will mark up the "log book" stating the employee's length of service, equipment operated and his ability on that equipment as fair, good or excellent, upon presentation of the "log book" by the employee.

- (E) Suitable financial arrangements must be made to enable a employee to return to his point of hire. Arrangements shall not exceed the employee's net earnings due him (applicable on termination for any reason).
- (F)
 - 1. If requested to do so by the Union or the employee, the Employer will provide a termination slip to the Union setting forth the reason for the termination and whether or not the employee is eligible for re-hire. The Union and the Employer shall design an appropriate form for general use of the Employers.
 - 2. The Union agrees that it will indemnify and save harmless the Employer from any and all claims in respect of information recorded on a termination slip.

SECTION 19 - VACATION PAY AND PAY IN LIEU OF STATUTORY HOLIDAYS

- (A)
 - 1. Each employee shall receive an amount equal to ten (10%) percent of his gross wages paid, comprised of straight time, and overtime wages earned, of which four (4%) percent shall be in lieu of pay for general and statutory holidays.
 - 2. Advance payment in lieu of pay at time of vacation and payment in lieu of statutory holidays in the amount set forth in (A) (1) shall be added to each employee's wages and paid and taxed on each pay period. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code. And double payment, once under the Agreement, and once under the Code is not to occur. It is further agreed that the Union will indemnify and save harmless the Employer in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

SECTION 23 - FUNDS AND CONTRIBUTIONS

Employer pension contributions for all Apprentices shall be pro-rated at the applicable Apprentice percent to Journeyman rate, i.e. as a first year Apprentice will be paid at 55% of the Journeyman rate of pay, the Employer 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).

- (A)
 - 1. All contributions will be submitted by the fifteenth (15th) day of the month following the month in which the hours were worked, and at no time will any required Fund Contributions be paid directly to the employee.
 - 2. The parties agree to separate Committees of Trustees, each composed of no less than two (2) and no more than three (3) representatives of the Union and no less than two (2) and no more than three (3) representatives of the contributing Employers, to administer the HEALTH AND WELFARE PLAN; the PENSION PLAN; and the TRADE IMPROVEMENT PLAN. The Employer representatives shall be elected at a meeting to which all contributing Employers shall be invited.
 - 3. It is hereby agreed by the parties hereto that signature to this Collective Agreement will be deemed to effect signature to the trust deeds governing the HEALTH AND WELFARE PLAN; the PENSION PLAN; and the TRADE IMPROVEMENT PLAN.
 - 4. It is recognized by the parties hereto, that the Employer contributions to the:

Health and Welfare Trust Fund;
Pension Trust Fund;
Trade Improvement Trust Fund; and
Operating Engineers Advancement Fund

are part of the total monetary settlement negotiated with the Union and apportioned by the Union to these Funds.

(B) HEALTH AND WELFARE TRUST FUND

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

Effective date of signing at the rate of	\$1.30 per hour. (See Attached Wage Table)
May 1, 2005 at the rate of	\$1.40 per hour. (See Attached Wage Table)
May 1, 2006 at the rate of	\$1.50 per hour (See Attached Wage Table)

(C) PENSION TRUST FUND

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

Effective date of signing at a rate of	\$4.50 per hour. (See Attached Wage Table)
May 1, 2005 at a rate of	\$5.00 per hour. (See Attached Wage Table)
May 1, 2006 at a rate of	\$5.25 per hour (See Attached Wage Table)

(D) TRADE IMPROVEMENT TRUST FUND

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

The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit same to the Operating Engineers, Local 987, Trade Improvement Trust Fund, on the following basis: Effective date of the Back to Work Agreement subject to ratification at the rate of 61 cents per hour.

(E) OPERATING ENGINEERS ADVANCEMENT FUND

The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit same to the Operating Engineers Local 987 Advancement Fund on the following basis: Effective date of signing and for the duration of the collective agreement at the rate of 25 cents per hour.

SECTION 24 - OWNER OPERATORS

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

SECTION 25 - COMPASSIONATE LEAVE

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

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

SECTION 26 - WORKING CONDITIONS

- (A) It is agreed that all employees of the Employer covered by this Collective Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours. It is, however, understood that where it is practical to do so such time shall be taken at the employees' work stations so as not to stop the normal operation of the job.
1. If overtime is required, a coffee break shall be allowed upon commencement of the overtime and every two (2) hours alternately with meal breaks thereafter.
 2. When an employee is required to work through his normal lunch period, he shall be paid at the applicable overtime rate for that period of time, provided the employee continues to work for the balance of his regular shift, or until his job assignment is completed, whichever is shorter.
 3. Employees shall have a one-half (1/2) hour lunch break between 11:00 a.m. and 1:00 p.m. each day and the Employer will make every reasonable attempt to provide a clean lunch room, where practical, in which to eat lunch and a ten (10) minute paid coffee break in the morning and the afternoon. Where work exceeds ten (10) hours in any day, the Employer shall provide a hot meal and the employee will be entitled to a paid twenty (20) minute meal break, OR, the employee will receive a paid ten (10) minute break and a sixteen dollar (\$16.00) overtime meal allowance.
- (B) Where a request is made sufficiently in advance, the Employer will give favourable consideration to granting a leave of absence without pay to an employee who is an officer of this Union, where such employee is to attend official Union business. A leave granted under this provision shall not jeopardize an employee's employment and shall be at no cost to the Employer.
- (C) Where an employee is temporarily assigned to a classification of work which commands a lower rate of wages than the employee's regular classification pays, the employee shall continue to receive his regular classification rate of wages during the temporary assignment. The provision shall not apply in cases where the yard rate classification applies.
- (D) Adequate time will be allowed prior to quitting time for picking up tools and shutting down equipment in a safe manner.

SECTION 31 - FOREMEN

- (A) When the Employer appoints a mechanic or equipment foreman, the said employee shall receive a five (5%) premium above the employee's existing rate.
- (B) All such mechanic or equipment foremen shall be, or shall become, members of Local 987, International Union of Operating Engineers.

SECTION 32 - CLASSIFICATION AND QUALIFICATIONS

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

- 1. Operation of classification system for crane operators.

(B) GROUP #2 - MECHANICS (HEAVY DUTY AND AUTOMOTIVE)

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

(C) GROUP #3 - WELDERS

- 1. Testing

(D) GROUP #4 - MACHINERY MOVERS

(E) GROUP #5 - CONCRETE PUMP OPERATORS

(F) EXPERIENCE RATING

A. Group #1 - CRANE OPERATORS (MOBILE AND CRAWLER)

Class No. 1: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes up to 15 ton capacity.

Class No. 2: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 16 ton to 35 ton capacity.

Class No. 3: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 36 tons and under 59 ton capacity.

Class No. 4: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 60 tons and under 99 ton capacity.

**Class No. 5: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 100 ton to 150 ton capacity.

**Class No. 6: An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 151 tons and under 200 ton capacity.

** Applicable only while operating.

B. GROUP #2 - MECHANICS (HEAVY DUTY AND AUTOMOTIVE)

1. Apprentices light duty: (automotive - motor vehicle)

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

- 1st year - 60% of auto. journeyman rate - Class 4
- 2nd year - 70% of auto. journeyman rate - Class 4
- 3rd year - 75% of auto. journeyman rate - Class 4
- 4th year - 85% of auto. journeyman rate - Class 4

2. Apprentices heavy duty: (diesel and industrial)

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

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

3. Mechanics and Mechanic Trainees:

Class 1:

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

Class 2:

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

Class 3:

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

Rate:

3rd Year

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

4th Year

- heavy duty - 85% of the Class 5 rate

- automotive or service - 85% of the Class 4 rate

5th and Subsequent Years

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

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

Rate:

4th Year

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

5th and 6th Year*

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

7th Year*

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

* (Persons passing their provincial qualification examination shall be immediately upgraded in classification.)

Class 4:

- a. A holder of a light duty (automotive) mechanic's certificate from the Province of Manitoba, or equivalent.
- b. A mechanic without a journeyman certificate but with seven (7) years experience in the field who has comparable knowledge and skills to those of a journeyman light duty (automotive) mechanic but who does not have sufficient knowledge of his trade to qualify for a heavy duty certificate or equivalent.

Class 5:

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

4. Trainees Log Books:

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

5. Indentured Apprenticeship Encouragement

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

(C) GROUP #3 - WELDERS

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

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

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

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

1. Testing:

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

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

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

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

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

(D) GROUP #4 - MACHINERY MOVERS

Class 1: A person who has knowledge of the correct methods of jacking, moving, blocking and rigging of all types of machinery while so employed.

Class 2: A person who has completely mastered all aspects of the machinery moving trade while so employed.

(E) GROUP #5 - CONCRETE PUMP OPERATORS

Class 1: An employee who is not yet proficient in the operation of concrete pumps and related equipment.

Class 2: An employee who is fully knowledgeable and proficient in the operation and maintenance of concrete pumps and related equipment.

(F) EXPERIENCE RATING

1. The Employer will acknowledge and recognize a person's previous experience on the same or similar equipment if that experience can be substantiated by a log book or letter(s) of reference and classify the person accordingly, if that person is hired. Accordingly, the employee/member will be responsible for ensuring that they sufficiently complete their personal log book on a weekly basis (for Apprentices and Operators).

2. Notwithstanding (1) above, an applicant may be hired on a trial basis, and have his performance monitored for a maximum thirty (30) day period, and the results of this proficiency trial shall be available to the Union and/or the employee on request. If the employee does not prove satisfactory at the class at which he was hired, within the thirty (30) day period the Union and the employee shall be notified of same. If the employee does prove satisfactory he will be confirmed in the class at which he was hired and the rate of pay for that Class shall apply from date of hire.

SECTION 33 - CLASSIFICATIONS AND WAGE RATES

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

Crane Operators

	Date of Signing, 2004	May 1, 2005	May 1, 2006
Class 1 - up to 15 ton capacity Base Rate	\$23.81	\$24.09	\$24.38
Class 2 - 16 ton and 35 ton capacity Base Rate	\$24.81	\$25.10	\$25.39
Class 3 - 36 ton and under 59 ton capacity Base Rate	\$25.27	\$25.56	\$25.85
Class 4 - 60 ton to 99 ton capacity Base Rate	\$25.62	\$25.92	\$26.27
Class 5 - ** 100 ton to 150 ton capacity Base Rate	\$25.97	\$26.27	\$26.57
Class 6 - ** 151 ton to 200 ton capacity Base Rate	\$26.53	\$26.85	\$27.18

** Premium #1 – Crane Operators shall receive a premium of one cent (1¢) per ton over the Class 6 rate while operating cranes over 200 ton capacity.

** Premium #2 – While operating Lattice Boom (conventional cranes) in Class 1, 2 and 3, Crane Operators shall receive a premium of \$1.50/hr. over the Class 1, 2 or 3 rate.

** Premium #3 – While operating Lattice Boom (conventional crane) in Class 4, 5 and 6 or over, Crane Operators shall receive a premium of \$2.00/hr. over the Class 4, 5, 6 or over rate.

NOTE #1: Premiums and Class 5 and Class 6 apply only while operating.

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

NOTE #3: No employee shall receive a reduction in wages or benefits as a result of this agreement being signed, unless agreed to by the Union, the Employer and the affected employee.

Mechanics

	Date of Signing, 2004	May 1, 2005	May 1, 2006
Class 1 - % see classification and qualifications for rates			
Class 2 - % see classification and qualifications for rates			
Class 3 - % see classification and qualifications for rates			
Class 4	\$22.71	\$22.98	\$23.26
Class 5	\$23.75	\$24.03	\$24.32

Welders

	Date of Signing, 2004	May 1, 2005	May 1, 2006
Class 1	\$19.96	\$20.22	\$20.48
Class 2	\$21.18	\$21.44	\$21.71
Class 3	\$22.25	\$22.52	\$22.80
Class 4	\$23.20	\$23.48	\$23.77

Machinery Mover

	Date of Signing, 2004	May 1, 2005	May 1, 2006
Class 1 - Start Rate	\$17.49	\$17.70	\$17.95
Class 2	\$20.26	\$20.52	\$20.78
Class 3	\$21.69	\$21.96	\$22.23

Concrete Pump Operator

	Date of Signing, 2004	May 1, 2005	May 1, 2006
Class 1	\$19.42	\$19.65	\$19.93
Class 2	\$21.07	\$21.32	\$21.62
Boom Truck A-13,600 kg and Over	\$20.56	\$20.81	\$21.06
Boom Truck B-Between 7,300 kg and 13,599 kg	\$19.49	\$19.74	\$19.99
Boom Truck C-Below 7,300 kg	\$19.01	\$19.26	\$19.51

Low Bed and House Mover

	Date of Signing, 2004	May 1, 2005	May 1, 2006
Class 1 - Start Rate	\$18.03	\$18.25	\$18.51
Class 2	\$19.73	\$19.99	\$20.25

Yard Rate - Applicable to Crane Operators only.
- 80% of field rate (without premium)

SECTION 34 - HOURS OF WORK AND OVERTIME

- (A) The hours of work as set down in this Collective Agreement shall not be construed as a guarantee by the Employer of the hours of work per day or per week. The hours of work shall be as follows:
- (i) Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employee(s), determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of one (1) hour.
 - (ii) If more than the recognized daily hours are worked in any day:
 - (a) Monday through Friday, such time shall be paid at the rate of time and one-half (1 1/2x) for the first two (2) hours, and double (2x) time for all hours worked thereafter.
 - (b) Saturday, Sunday, and Holidays, double (2x) time shall be paid for all hours worked.
- (B) An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

- (C) Clause B above shall not apply in the event of unscheduled overtime, unless the employee advises the Employer and/or customer/client and they request the employee to report to work without an eight (8) hour break, in which case the applicable overtime shall apply.
- (D) The parties agree that on cranes of 25 tons or lower, while driving cranes to and from job sites inside the Winnipeg Perimeter Highway before and/or after the normal working hours as defined in (B) above, operators shall be paid at the regular straight time rate up to a maximum of one (1) hour per day.
- (E) During winter months (October 15 to March 15) daily service of equipment, if required and authorized, will be paid at the regular straight time rate of pay for up to a maximum of one-half (1/2) hour per day.

SECTION 35 - SHIFT WORK

- (A) Shift work shall be defined as starting a new shift to work beyond the time during which a normal or regular first shift may be worked as set forth elsewhere herein, by means of bringing in fresh work crews rather than continuing with the original work crew at overtime rates, provided the work assignments last for two (2) or more days.
- (B) Except as otherwise specifically detailed in Section 34 (D), no more than eight (8) consecutive hours will be worked per shift, at straight time rates.
- (C) If a second shift (4:00 p.m. – midnight) is worked, the employee shall receive a premium of .066 of the normal straight time rate of pay for each hour worked, provided the majority of hours worked fall within the stipulated time frame.
- (D) If a third shift (12:00 midnight – 8:00 a.m.) is worked, the employee shall receive a premium of .142 of the normal straight time rate of pay for each hour worked, provided the majority of hours worked fall within the stipulated time frame.
- (E) The starting and quitting time for shift work will be decided by the Employer. Except in the case of an emergency, the Union will be notified when shift work is worked.
- (F) Shift premium shall apply on straight time hours only.
- (G) When a project operates on a continuous shift basis, shifts may be rotated not less than once every two (2) weeks.
- (H) No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period.

SECTION 36 - CRANE APPRENTICES

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

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

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

(B) Apprentice Scale: Mobile Crane. The Rates for Indentured Apprentice Operators shall be based as follows:

1st year	0 to 1700 hours	55% of Journeyman	Class 1 Crane
2nd year	1701 – 3400 hours	65% of Journeyman	Class 2 Crane
3rd year	3401 to 5100 hours	75% of Journeyman	Class 2 Crane

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

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

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

Apprentice Scale: Boom Truck: To be added. In the interim the "Trade of Crane and Hoisting Equipment Operator Regulation 91/2000" shall apply. Apprentice Scale: Mobile Tower Crane: Shall be same wording as the general contractors agreement.

REFERENCE AGREEMENT NO. 4.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CLRAM AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2085 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT

ARTICLE 7A – INDUSTRIAL HOURS OF WORK AND OVERTIME

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

7A:02 On Industrial work described in Appendix "D" of this collective agreement.

- (i) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1 ½) the Classification Basic Hourly Rate for the first two (2) hours. All additional hours shall be paid at double (2) the Classification Basic Hourly Rate.
- (ii) For the purpose of computing overtime pay, when the Monday through Thursday ten (10) hour per day option is scheduled, and Friday is worked, the first ten (10) hours shall be paid at time and one-half (1 ½) the Classification Basic Hourly Rate. All work in excess of the regular ten (10) hours per day shall be paid at double (2) the Classification Basic Hourly Rate.
- (iii) Employees working on Saturday, Sunday or recognized holidays shall be paid overtime at double (2) the Classification Basic Hourly Rate.

On projects not described in Appendix "D", all hours worked on Saturdays, Sundays, Legal Holidays and after the regular working day Monday to Friday, shall be paid at time and one-half (1 1/2x) the regular straight time hourly rate.

7A:03 An employee shall be given two (2) hours notice before beginning overtime. All overtime will be evenly distributed between all employees working on the job.

7A:04 Notwithstanding 7A:01, 7A:02, beyond the Perimeter Highway and up to three hundred and twenty-five (325) kilometres of the Perimeter Highway, if mutually agreed upon by the Employer and the Local Union, forty (40) hours may be worked in any four (4) consecutive days Monday to Thursday or Tuesday to Friday at the straight time rate, provided however, that no more than ten (10) hours may be worked at the straight time rates in any one (1) day. Hereafter referred to as a compressed work week.

All hours worked beyond ten (10) hours per day and forty (40) hours per week, shall be paid for at the prevailing overtime rate of pay for that type of project.

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

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

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

7A:06 Two (2) coffee breaks will be allowed per eight (8) hour shift provided employees do not leave the job and the breaks do not exceed ten (10) minutes each, abuse of this privilege will be sufficient cause for cancellation of this Article.

Times for coffee breaks shall be at the quarter (1/4) and three quarter (3/4) point of each shift, or as may be mutually agreed upon with the Employer and the Local Union. Should the coffee break jeopardize the normal progress of work (i.e. concrete pour in hand) the time shall be mutually adjusted for the employees affected.

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

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

7A:08 If more than ten (10) hours of overtime are worked the Employer shall supply either a hot meal at no cost to the employee or a \$18.00 cash allowance after the ten (10) hours have been worked and the same provided every four (4) hours thereafter without any loss of time. A coffee break of ten (10) minutes without any loss of time shall be allowed to employees upon commencement of overtime and every two (2) hours alternately with the above mentioned meal breaks.

7A:09 If conditions are such that work on any particular job cannot be done within the said hours (7:00 a.m. 'Till 4:30 p.m.) then shift work may be instituted. Shift work shall be defined as work assignments lasting two (2) or more days all or part of the working time being outside the normal working hours, Monday to Friday inclusive. All shift work shall be paid at the rate of time plus ten (10%) percent. Overtime outside an eight (8) hour shift shall be paid at the prevailing overtime rate. The shift differential shall not apply on overtime work.

7A:10 (A) Scheduled overtime shall be defined as work performed outside the normal working hours for a period of more than two (2) consecutive work days.

(B) The Employer will make every reasonable attempt to contact the Business Manager and/or the Job Steward if overtime is to be worked.

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

ARTICLE 9 - VACATION AND VACATION PAY

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

9:02 Vacation Pay as required by the Manitoba Employment Standards Code will be paid in the following manner. The Vacation Pay shall be paid every pay period or upon termination of employment, whichever is sooner.

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

An Employee employed on projects beyond a three hundred and twenty-five (325 km) kilometre radius of the Winnipeg Perimeter Highway will be entitled to three (3) weeks vacation after he has completed two (2) approved turnarounds as per Article 18:03 of this collective agreement. The vacation season normally is between June 1st and September 30th. It is further understood that vacation time be mutually agreed by the Employer and the Employee.

Further to this, on large projects where manpower requirements are greater, scheduling of vacations will be done in consultation with the Business Manager of Local Union 2085.

ARTICLE 10 - WAGES AND DEFINITIONS

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

	July 5, 2004	May 1, 2005	May 1, 2006
Journeyman Electrician	\$27.35	\$28.21	\$29.07
Level 1 Foreman (105%)	\$28.72	\$29.62	\$30.52
Level 2 Commercial Foreman (110%)	\$30.09	\$31.03	\$31.98
Level 2 Industrial Foreman (115%)	\$31.45	\$32.44	\$33.43
General Foreman (125%)	\$34.19	\$35.26	\$36.34
Apprentices:			
1st year	\$11.02	\$11.28	\$11.62
2nd year	\$13.78	\$14.11	\$14.54
3rd year	\$17.91	\$18.33	\$18.90
4th year	\$22.04	\$22.57	\$23.26

Total Labour Costs: See Wage Summary Sheets.

10:02 Definitions:

1. 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 license registered in the Province of Manitoba.
2. Registered Apprentices: Shall be registered in the Province of Manitoba and be paid in accordance with the Manitoba Apprenticeship and Trades Qualification Act and this Agreement.
 - (A) The Employer will check with the Union as to the availability of new apprentices entering the industry.
 - (B) All new apprentices referred by the Union or hired by the Employer will be given a clearance from the Union before going to work.
 - (C) It is agreed the number of apprentices who may be employed by an Employer in this trade shall not exceed:
 1. Where an Employer is engaged in, or carries on a business of electrical construction and who employs one (1) working journeyman or is himself a working journeyman, he may employ one (1) apprentice and one (1) additional apprentice for every three (3) additional working journeymen employed within his regular establishment.
 2. Notwithstanding (C) 1. above, on commercial, residential, and institutional projects an Employer who is engaged in, or is carrying 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 (1) additional apprentice for every two (2) additional working journeymen employed within his regular establishment.

Foreman: He shall be a Journeyman Electrician and a member of Local Union 2085. A Foreman shall be appointed by the Employer as follows, provided he will act in that capacity for a minimum of five (5) working days.

Level 1 Foreman @ 5% (responsible for 4 to 7 men)

Level 2 Foreman @ 10% (responsible for 8 to 15 men)
General Foreman @ 25% (responsible for at least 3 Level 2 Foreman)

The above ratios do not include the foreman.

Note 1: A Level 2 Foreman shall not be required to work on the tools when the crew size is 12 or more men.

Note 2: On Industrial Sites a Level 2 Foreman shall be at 15% as per Article 10:01.

General Foreman: He shall be a Journeyman Electrician and a member of the International Brotherhood of Electrical Workers, Local 2085. General Foreman shall not be required to work with tools.

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 2,300 volts and higher, involving preparation, splicing and termination.

Electrician-Welder: When an employer requests an employee to perform welding, he shall be a member of the I.B.E.W., Local Union 2085, who has completed a recognized plate welders course recognized by the Union and received a Certificate of Proficiency. If the employer requires any additional examining or testing, or special certificate, the employee's time required for testing and cost of the examination will be borne by the employer. Should an employee's special certificate expire while he is in the employ of an employer party to this agreement, the cost of the required re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the employer, if the employee has worked for that employer thirty (30) days prior. If the employee quits within thirty (30) days he will be required to repay the total cost.

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

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

ARTICLE 11 - WAGE PAYMENTS

11:01 Wages shall be paid every week or two weeks on company time in cash or cheques or by direct automatic bank deposit. If paid every two (2) weeks by cheque, sufficient time is to be allowed for cashing same, but not less than fifteen (15) minutes. Any new contractor not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months, shall be required to pay on a weekly basis.

11:02 Exchange rate on employee's cheque will be paid by the Employer.

11:03 The Employer agrees to provide each pay period a complete dated statement for each employee showing separate totals of the following:

Straight time hours paid
Overtime hours paid
Statutory holiday pay paid
Vacation pay paid
Fund contributions
Union dues

The statement shall show all deductions made by the Employer.

- 11:04 Thursday shall be designated pay day, excepting when a Statutory Holiday falls on a Friday, wages shall be paid on Wednesday.
- 11:05 Vacation pay allowance paid to employees on their regular pay day shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code
- 11:06 Errors in pay cheques are to be rectified and remitted in a prompt fashion by the Employer.

ARTICLE 12 - SPECIAL CONDITIONS

- 12:01 Employees called from home to work outside their regular shift shall be paid for such work at the prevailing overtime rate, but in no case shall an employee be paid less than two (2) hours at the prevailing overtime rate, with the exception of residential calls, which shall be not less than one (1) hour at the prevailing overtime rate.
- 12:02 No employee covered by this Agreement will as a condition of employment be obligated to use his own motor vehicle on company business, however, if an employee uses his own vehicle at the request of his employer, he shall be compensated in accordance with A below. Men transferred from job to job will receive compensation for parking on first and last day.
Vehicle costs to be paid on the following basis:
- (A) May 1, 2004 – 38¢ per kilometer and yearly thereafter, the above to be adjusted by the change in Statistics Canada, Manitoba Private Transportation costs from March to March to be applied on May 1 of each year.
- (B) May 1, 2005, and yearly thereafter, the above to be adjusted by the increase in Statistics Canada, Manitoba Private Transportation costs, from March to March
- 12:03 On projects outside the boundaries of any city or town and when the air temperature is –25 degrees Celsius or colder, where car plugs are not available, Employees will be allowed 10 minutes immediately prior to their lunch break to start their vehicles.
- 12:04 Employees performing work at elevations of forty-five (45) feet (13.72 metres) or more above the immediate surroundings where there are no rigid platforms or scaffolds shall be paid at the prevailing rate plus one times the regular rate. This shall include work performed in or above any openings of 24" (60 cm) or larger at this height. All work performed over water, head gates, bridges, spillways, etc., will be paid at the prevailing overtime rate for that type of project.
- All rigid platforms, scaffolds and accesses shall meet Workplace Health and Safety Regulations.
- 12:05 Where height pay is required there shall be a minimum of one (1) hour.
- 12:06 All major projects shall have a pre-job conference or conferences between the Union and the Contractor upon request of either party.
- 12:07 On camp jobs, telephone service will be provided by the Employer twenty-four (24) hours a day when telephone services are available, on the basis of one (1) telephone per bunkhouse with a separate line per phone where possible. Telephones will be in a totally enclosed, heated and ventilated room.
- 12:08 When an employee is required to reside in a construction camp the cost for insurance against loss of his personal effects by fire, to a maximum of Two Thousand (\$2,000.00) Dollars, will be reimbursed on presentation of a paid premium receipt.

ARTICLE 15 – TOOLS

- 15:01 An electrician's tools are his means of livelihood and the workers shall keep same in good condition at all times. Any of the tools listed in Appendix "B" lost by breaking or entering or destroyed by fire will be replaced by the Employer provided the tools are stored in a place designated by the Employer on the job, properly secured.
- 15:02 The employee must accept reasonable responsibility for the tools furnished by the Employer and will be given sufficient time to put these tools in their designated place. He must report the breakage or loss of any of these tools immediately to his supervisor.
- 15:03 An employee found misusing company tools may be held responsible.
- 15:04 The Employer must supply all tools and safety equipment not listed under employees tool list.

ARTICLE 17 - STANDARD OF WORK AND LIMITATIONS

- 17:01 Journeymen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. Whenever corrections have to be made to bring the work up to code requirements because of faulty or careless workmanship, the Journeyman shall make such corrections on his own time unless the errors were made by order of the Employer or the Employer's representative. He shall not be charged for wasted material.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

- 20:01 When an employee quits he shall give his employer two (2) hours notice and he shall receive his pay within three (3) working days (not including Saturday, Sunday or any of the Statutory Holidays listed in Article 8:01). If he quits on a pay day, he is entitled to receive on that day, his pay up to the cut-off period and the balance of his pay within three (3) working days (not including Saturday, Sunday or any of the Statutory Holidays listed in Article 8:01).
- 20:02 When an employee is laid off or his employment terminated by the Employer other than "for cause" the Employer shall give him two (2) hour's notice and shall allow sufficient time to clean and pack his tools. The Employer will mail to the employee, by registered mail, Record of Employment and all monies due to the employee, within two (2) working days (not including Saturday, Sunday or any of the Statutory Holidays listed in Article 8:01).
- 20:03 All men laid off, discharged or quitting shall be given a termination slip by the Employer or his representative stating the reason or reasons for discontinuing employment, a copy to remain with the Employer. If the employee is not eligible for re-hire under Article 21, the Employer shall state the reason therefore.
- 20:04 Reduction in crew(s) - Should it be necessary to reduce the work force on the job by means of lay-off, the Employer agrees to lay off their employees on that job in the following sequence:
- 1st Potential Members
 - 2nd Members of Other Locals of I.B.E.W.
 - 3rd Members of Local Union #2085, I.B.E.W.
- 20:05 If an employee is fired, quits or layed-off, it is the Employers responsibility to fax to the care of the Business Manager a fully completed version of the termination document.
- 20:06 The parties agree to implement the jointly developed Progressive Discipline Guideline during the term of this collective agreement. The Guideline is attached to this agreement as an Appendix.

ARTICLE 22 - TRUST FUNDS

22:01 Health and Welfare Fund

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

Effective July 5, 2004	Employer - \$1.00 per hour Employee - \$0.50 per hour
Effective May 1, 2005	Employer - \$1.00 per hour Employee - \$0.50 per hour
Effective May 1, 2006	Employer - \$1.00 per hour Employee - \$0.50 per hour
- (B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made. The Employer concerned will not only remain liable to the Trust Fund for the amount of any deductions not so paid, but shall also be responsible for any claim or benefits lost to the employee or employees by reason of the failure to make deductions in the amounts and at times provided herein.
- (C) The Health and Welfare Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The Composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

22:02 Pension Fund

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

Effective July 5, 2004	Employer - \$2.55 per hour Employee - \$0.15 per hour
Effective May 1, 2005	Employer - \$2.55 per hour Employee - \$0.30 per hour
Effective May 1, 2006	Employer - \$2.55 per hour Employee - \$0.45 per hour
- (B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Employer and the Union agree to contributions to the Local 2085 Pension Trust Fund for all hours worked, by apprentices to be prorated for the four (4) levels of apprenticeship covered under this Collective Agreement at the following rates:

1st Year Apprentice	Employer	\$0.54
2nd Year Apprentice	Employer	\$0.68

3rd Year Apprentice	Employer	\$0.88
4th Year Apprentice	Employer	\$1.08

- (C) The Pension Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

22:03 Group Registered Retirement Savings Plan

- (A) The Employer and the Union agree to Employee contributions to the Local 2085 Group Registered Retirement Savings Plan for all hours worked, by all Journeymen Electricians covered under this Collective Agreement, at the following rates:

July 5, 2004: - \$1.25 per hour

- (B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.
- (C) The Group Registered Retirement Savings Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The chairman shall be a Union nominee. A quorum shall consist of five (5) members and the chairman shall have a vote at such meetings only in the event of a tie.

22:04 Electrical Industry Promotion Trust Fund

All Employers shall contribute thirty-five (35) cents per hour, for all hours worked, by all employees covered under this collective agreement to the Electrical Industry Promotion Trust Fund. Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the IBEW Local 2085, a detailed listing of all contributing employers and the total amount of hours worked for each employer for the following remittances. Such remittance shall be post marked no later than the 20th day of each month following the month the hours were worked.

The Fund Administrator shall distribute on a monthly basis to the Electrical Industry Education Trust Fund, an equivalent amount of fifteen (15) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the Electrical Contractors Industry Fund, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the I.B.E.W. Local 2085, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of ten (10) cents per man hour worked based on the total contributions received.

22:05 Electrical Industry Education Trust Fund

The Electrical Industry Education Trust Fund shall be controlled by a Board of Trustees consisting of five (5) persons. The composition of the Board shall be three (3) Union nominees and two (2)

Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of three (3) members and the chairman shall have a vote at such meetings only in the event of a tie.

ARTICLE 23 - ADMINISTRATION OF AGREEMENT

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice a year for the purpose of discussing mutual problems and matters of interest.

Each Employer shall contribute an amount in cent-per-hour, as specified by the Association, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto including the expenses of the Construction Labour Relations Association of Manitoba.

In particular the costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

APPENDIX "A"

SCHEDULE OF TOOLS

To be supplied by Level 1 Apprentice *

- *1 Hammer
- *1 Hack Saw Frame
- *1 – 9 inch Level
- *1 – 1 inch by 16 – foot metric/standard Steel Tape
- *3 Blade Screw Drivers
- *3 Robertson Screw Drivers
- *1 Centre Punch
- *1 – 10 inch Water Pump Pliers
- *1 – 8 inch Linesman Type Pliers
- *1 – 8 inch Diagonal Cutters
- *1 – Needle Nose Pliers
- *1 Knife
- *1 Tool Pouch
- *1 Tool Box
- 1 Tap Wrench Handle
- 1 Set Allen Wrenches – up to ½ inch size
- 1 Voltage Tester – 110 – 550 Volts
- 1 Chalk Line
- 1 Current Code Book
- 1 Stubby Screw Driver Set
- 1 Nut Driver Set
- 1 Flashlight "AA"
- 1 Set Wrenches Combination ¼" – ¾"
- 1 Drywall Saw
- 1 Small Wire Strippers

Progressive Discipline Guideline

The C.L.R.A.M.'s Electrical Contractors Trade Division and the I.B.E.W. Local 2085 agree that the following "Progressive Discipline Guideline" will be implemented on all job sites where I.B.E.W. members of Local 2085 work for Contractors of the C.L.R.A.M. Electrical Trade Division. This Guideline will become effective

on September 1, 2003 and will be posted at all effected job sites and will be provided to all employees prior to its implementation date.

In order for this guideline to be fair and equitable in its application, it is essential that the employee understand that he has the right to be accompanied by his job steward or another IBEW member during all disciplinary meetings with his Supervisor. The employee may choose to waive this right, and if he does so, this point should be noted and signed off by the employee in question.

1. **VERBAL WARNING:** An employee who has committed an infraction is verbally warned and told that if the same infraction occurs again (within some specified period), the degree of disciplinary action will be increased.

Examples would be: minor safety policy violations, minor work-site disruptions, poor workmanship issues, attendance (reporting to work late) problems, verbal abuse to Supervisor and co-workers, etc.

2. **WRITTEN WARNING:** If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction) the employee will be given a written warning which will be placed on his/her personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.

3. **SUSPENSION AND FINAL WARNING:** If the employee again transgresses in the misconduct, he will be suspended from employment for a period of time without pay and will be given a final warning.

This warning clearly will normally specify discharge as the result of another infraction This step may be repeated, however, for example, a one-day, then a five-day suspension.

4. **DISCHARGE:** If the employee again is guilty of misconduct (as outlined in Step 3), the employee may be discharged.

The Employee may also be immediately discharged, at the Contractors discretion, for gross disciplinary conduct.

Examples of gross disciplinary conduct: fraud, severe Health and Safety policy violations, severe work place disruptions, workplace violence and/or intimidation, etc.

REFERENCE AGREEMENT NO. 5.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CLRAM AND THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL REINFORCING IRON WORKERS, LOCAL 728 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT

ARTICLE 14 – WAGE RATES

The classification and wage rates for employees covered by this Agreement shall be:

Journeyman Structural Ironworkers and Ironworker Welders:

May 1, 2004	\$25.85
May 1, 2005	\$26.45
May 1, 2006	\$27.05

Foremen:

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

Effective May 1, 2004 \$3.00 per hour

Apprentice Ironworker:

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

ARTICLE 14 (A) – STANDARD OF WORK AND LIMITATIONS

- (A) There shall be no limit on production of workmen nor restriction on the full use of proper tools or equipment and there shall not be any task work or piecework.
- (B) A journeyman Structural Ironworker must be experienced in structural steel erection of all kinds including building, bridges, tanks, towers, etc., and must have a thorough working knowledge of all erection tools and equipment in his trade. He must be able to perform in a safe and workmanlike manner operations such as:
 - (1) Assemble and reeve erecting cranes, travelers, guy and stiff leg derricks and move travelers, all under the general direction of a foreman.
 - (2) Hook on, climb, connect and signal the hoisting engineer.
 - (3) Erect scaffolds, fit and bolt joints in proper fashion preparatory to riveting and perform riveting operations.
 - (4) Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling and reaming, etc.
- (C) A Journeyman Ironworker Welder must possess a current all position Class "O" Ticket of the Canadian Standards Association W-47.1 Code (most current version). He must be able to adjust his welding machine and have a thorough working knowledge of all the tools and equipment of his trade. He must also be able to perform the following operations in a safe and workmanlike manner:

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

ARTICLE 15 – VACATION AND VACATION PAY

- (A) Each employee shall receive an amount equal to 10% of his gross earnings of which 4% shall be in lieu of paid statutory holidays.
- (B) Vacation Pay Allowances shall be paid to employees on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during that calendar year.

ARTICLE 17 – APPRENTICESHIP

- (A) The Employer will employ a minimum of one (1) Apprentice for every four (4) Journeymen where practicable and available per job site. The ratio of apprentices to journeymen may be adjusted higher by mutual agreement between the Employer and the Union.
- (B) The first 300 hours shall be considered as a probationary period for a 1st Year Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice and such Employer decision shall not be grievable under Article 10.
- (C) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

1st Level =	0 – 1799 hours	–	55% of Journeyman Rate
2nd Level =	1800 – 3599 hours	–	70% of Journeyman Rate
3rd Level =	3600 – 5399 hours	–	85% of Journeyman Rate
	5400 or more hours	–	100% of Journeyman Rate
- (D) If the apprentice fails to apply him or herself, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, he or she shall be notified by the Union of their findings and informed that he or she is being terminated from the membership of this Local Union.

ARTICLE 18 – HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

- (A) The schedule of hours of work, as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.
- (B) The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.

- (C) All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project. A premium of two dollars and ninety cents (\$2.90) per hour will be paid for each straight time hour of a regular single shift that is worked between 12:00 midnight and 6:00 a.m.
- (D) One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between Employees on the job and the Company or its representative.
- (E) Employees will be allowed time to gather and put away their working tools and equipment prior to quitting time.
- (F) The Company may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- (G) The first two (2) hours of daily overtime, Monday through Friday, shall be paid for at the rate of time and one half. All time worked in excess of these hours and all time worked on Saturday and Sunday shall be paid for at the rate of double time.
- (H) If any employees are recalled to a job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- (K) If on any project work cannot proceed due to shortage of material or other reason within the control of the Company, men living away from home will either be returned home (i.e.) paid travel expense, travel time & subsistence allowance for travel day out and when requested to return to job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- (L) An employee called out for work after he has completed his regular shift and has gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at overtime rate.
- (M) An employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which he was injured. The Shop Steward will be allowed time to gather the injured man's personal belongings as soon as possible after the accident and if the case warrants it the foreman shall designate someone to accompany the injured man to the doctor or hospital without loss of time or pay.
- (N) Employees shall be ready for work at starting time and shall remain at work until quitting time.
- (O) The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less that two (2) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.

ARTICLE 19 – ADDITIONAL SHIFTS

- (A) A premium of two dollars and sixty cents (\$2.60) shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.
- (B) For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 20 – LUNCH BREAKS DURING OVERTIME HOURS

- (A) Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.
- (B) Where work is scheduled to exceed ten (10) hours in the day, the employer will provide the employee with a free meal (hot where possible) in cases where it is practical to do so and it is agreed that this shall be done in a manner as to not stop the normal operation of the job. In lieu of the free meal, the Employer will provide twenty dollars (\$20.00).

ARTICLE 22 – WELFARE TRUST FUND

An Employer, being signatory to this agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2004, the Employer shall contribute one dollar and sixty cents (\$1.60) for every hour earned by each employee covered by this Agreement.

Effective May 1, 2005, the Employer shall contribute one dollar and sixty-two cents (\$1.62) for every hour earned by each employee covered by this Agreement.

Effective May 1, 2006, the Employer shall contribute one dollar and sixty-four cents (\$1.64) for every hour earned by each employee covered by this Agreement.

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

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

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

ARTICLE 23 – PENSION TRUST FUND

An Employer, being a signatory to this agreement hereby covenants and agrees to be bound by all terms of the trust agreement governing the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2004 the Employer shall contribute four dollars and fifty cents (\$4.50) for every hour earned by each employee covered by this Agreement.

Effective May 1, 2005, the Employer shall contribute four dollars and fifty-five cents (\$4.55) for every hour earned by each employee covered by this Agreement.

Effective May 1, 2006, the Employer shall contribute four dollars and sixty cents (\$4.60) for every hour earned by each employee covered by this Agreement.

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

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

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

ARTICLE 24 – IRONWORKERS TRADE IMPROVEMENT FUND

An Employer, being a signatory to this agreement hereby covenants and agrees to be bound by all terms of the trust agreement governing the Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2004 the Employer shall contribute seventeen cents (\$0.17) for every hour earned by each employee covered by this Agreement.

Effective May 1, 2005, the Employer shall contribute seventeen cents (\$0.17) for every hour earned by each employee covered by this Agreement.

Effective May 1, 2006, the Employer shall contribute seventeen cents (\$0.17) for every hour earned by each employee covered by this Agreement.

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

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

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

ARTICLE 27 – PAYDAYS, LAYOFFS, DISCHARGE AND EMPLOYEES QUITTING

- (A) The regular payday shall be once a week on such a day as agreed between the Company and the Union. Wages shall be paid on Company time during regular assigned hours in cash or by cheque which will be negotiable without charge.
- (B) The Company shall withhold (up to one week) of wages to enable them to prepare the payroll.
- (C) Where Ironworkers are laid off or discharged they shall be paid in cash or by cheque which shall be negotiable at par and the payment shall be made immediately where possible but the payment shall be made or mailed (Priority Post or Registered Mail) not later than one (1) business day of the layoff. In the case of employees working on large shutdown projects such period shall be extended by one (1) regular working day after termination of employment.

Records of employment shall be forwarded by Registered Mail or Priority Post within five (5) business days of layoff or discharge or held at the Company's Office, whichever is designated by the Employee.

When an employee quits of his own accord he shall be paid not later than one (1) business day of the regular pay day and records of employment shall be forwarded by Registered Mail or Priority Post not later than five (5) business days of the regular pay day.

The parties agree that should an Employer fail to comply with the provisions of Article 27, a 50% penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

- (D) Ironworkers being laid off shall be given one (1) hour's notice of layoff during regular working hours and shall be paid the appropriate rate (i.e. straight time or overtime) during this time to gather their personal belongings, check in tools and pick up wages.

ARTICLE 28 – COFFEE TIME

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

ARTICLE 29 – FOREMEN

Where two (2) or more Ironworkers are employed, one shall be selected by the Employer to act as Foreman and will receive Foreman wages.

ARTICLE 30 – RIVETING

Riveting gangs shall be composed of not less than four (4) men at all times.

ARTICLE 31 – TOOLS AND SAFETY EQUIPMENT

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

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

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

Employees are required to furnish the following tools:

- (i) crescent wrenches
- (ii) 1 – ¼ inch spud wrenches
- (iii) bull pins
- (iv) tape measure
- (v) appropriate rigging belt to carry tools

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

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

ARTICLE 35 – ADMINISTRATION OF AGREEMENT

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner the Union and the Employer agree that all employers who are not members of the Ironworkers-Structural Trade Division of the Construction Labour Relations Association of Manitoba shall contribute an amount in cents per hour as specified by the Construction Labour Relations Association of Manitoba, for each hour for which wages are payable to the Construction Labour Relations Association of Manitoba. Such contributions shall be directed to the Ironworker Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavor to facilitate that the employers will contribute the applicable amounts to the fund.

The current C.L.R.A.M. fee is ten (10¢) cents per hour with a twenty (\$20.00) dollar minimum per month and is subject to review by the membership of the Association. Accordingly, the parties benefit plan Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of \$0.10 per man hour worked based on the contributions received. Further, the Administrator shall provide on a monthly basis with each remittance to the CLRAM, a detailed listing of all contributing employers and the total amount of hours worked for each employer. Such remittance shall be post marked no later than the 20th day of each month following the month the hours were worked. All costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

REFERENCE AGREEMENT NO. 6.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CLRAM AND THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL REINFORCING IRON WORKERS, LOCAL 728 (REBAR) WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT

ARTICLE 15 - WAGE RATES

The classification and hourly wage rates for employees covered by this Agreement shall be:

Journeyman Reinforcing Ironworkers (*Rates Corrected – October 2005*):

Effective July 26, 2004	\$22.31
Effective May 1, 2005	\$22.88
Effective May 1, 2006	\$23.45

Foremen:

Effective May 1, 2004 - \$3.00 per hour above the Journeyman rate.

Apprentices:

- (A) The Employer will employ a minimum of one (1) Apprentice for every four (4) Journeymen where practicable and available per job site. The ratio of apprentices to journeymen may be adjusted higher by mutual agreement between the Employer and the Union.
- (B) The first 300 hours shall be considered as a probationary period for a 1st Year Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice and such Employer decision shall not be grievable under Article 11.
- (C) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

1st Level =	0 – 300 hours	See Appendix "B" Total Labour Costs
1st Level =	301 – 1799 hours	See Appendix "B" Total Labour Costs
2nd Level =	1800 – 3599 hours	See Appendix "B" Total Labour Costs
3rd Level =	3600 – 5399 hours	See Appendix "B" Total Labour Costs
	5400 or more hours	See Appendix "B" Total Labour Costs

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

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

Foremen:

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

ARTICLE 17 - STANDARD OF WORK AND LIMITATIONS

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

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

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

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

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

ARTICLE 18 - VACATION AND VACATION PAY

- (A) Each employee shall receive an amount equal to 10% of his gross earnings of which 4% shall be in lieu of paid statutory holidays.
- (B) Vacation Pay Allowances shall be paid to employees on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during that calendar year.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- (A) The schedule of hours of work, as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.
- (B) The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.

- (ii) In situations where the majority of trades are working flexible hours; the standard hourly work week for day shift or single shift will be a flexible forty (40) hours per week, consisting of up to five (5) shifts not exceeding ten (10) hours per day Monday to Friday inclusive.
- (C) All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project. A premium of two dollars and ninety cents (\$2.90) per hour will be paid for each straight time hour of a regular single shift that is worked between 12:00 midnight and 6:00 a.m.
- (D) One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between Employees on the job and the Company or its Representatives.
- (E) Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.
- (F) The Company may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- (G) The first two (2) hours of daily overtime, Monday to Friday, shall be paid for at the rate of time and one-half. All time worked in excess of these hours and all time worked on Saturday and Sunday shall be paid for at the rate of double time.
- (H) If any Employees are recalled to a Job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- (K) If on any project work cannot proceed due to shortage of material or other reason within the control of the Company, men living away from home will either be returned home (i.e) paid travel expense, travel time and subsistence allowance for travel day out and when requested to return to the job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- (L) An employee called out for work after he has completed his regular shift and has gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at overtime rate.
- (M) An employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which he is injured. The Shop Steward will be allowed time to gather the injured man's personal belongings as soon as possible after the accident and if the case warrants it the foreman shall designate someone to accompany the injured man to the doctor or hospital without loss of time or pay.
- (N) Employees shall be ready for work at starting time and shall remain at work until quitting time.
- (O) The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less than two (2) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.

ARTICLE 21 - ADDITIONAL SHIFTS

- (A) A premium of two dollars and sixty cents (\$2.60) shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.

- (B) For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 22 - LUNCH BREAKS DURING OVERTIME HOURS

- (A) Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.
- (B) Where work is scheduled to exceed ten (10) hours in a day, the employer will provide the employee with a free meal (hot where possible) in cases where it is practical to do so and it is agreed that this shall be done in a manner as to not stop the normal operation of the job. In lieu of the free meal, the Employer will provide twenty dollars (\$20.00).

ARTICLE 23 - COFFEE TIME

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

ARTICLE 25 - WELFARE TRUST FUND

An Employer, being signatory to this agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2004, the Employer shall contribute \$1.60 for every hour worked by each employee covered by this Agreement.

Effective May 1, 2005, the Employer shall contribute \$1.62 for every hour worked by each employee covered by this Agreement.

Effective May 1, 2006, the Employer shall contribute \$1.64 for every hour worked by each employee covered by this Agreement.

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

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

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

ARTICLE 26 - PENSION TRUST FUND *(Contributions Corrected – October 2005)*

An Employer, being signatory to this agreement, hereby covenants and agrees to be bound by all terms of the trust agreement governing the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective July 26, 2004, the Employer shall contribute \$3.40 for every hour worked by each employee covered by this Agreement.

Effective May 1, 2005, the Employer shall contribute \$3.55 for every hour worked by each employee covered by this Agreement.

Effective May 1, 2006, the Employer shall contribute \$3.70 for every hour worked by each employee covered by this Agreement.

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

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

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

ARTICLE 27 - IRONWORKERS TRADE IMPROVEMENT FUND

An Employer, being a signatory to this agreement hereby covenants and agrees to be bound by all terms of the trust agreement governing the Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2004, the Employer shall contribute \$0.14 cents for every hour worked by each employee covered by this Agreement

Effective May 1, 2005, the Employer shall contribute \$0.14 cents for every hour worked by each employee covered by this Agreement.

Effective May 1, 2006, the Employer shall contribute \$0.14 cents for every hour worked by each employee covered by this Agreement.

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

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

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

ARTICLE 30 – PAYDAYS, LAYOFFS, DISCHARGE AND EMPLOYEES QUITTING

- (A) The regular payday shall be once a week on such a day as agreed between the Company and the Union. Wages shall be paid on Company time during regular assigned hours in cash, cheque or by direct deposit (as determined by the Employer) which will be negotiable without charge (on direct deposit, the Employer will deliver the payroll stub to the job site by pay day). The parties agree that the Employer will not implement a direct deposit payroll until four (4) months have elapsed from the

date of signing of this collective agreement in order to allow the Local Union with sufficient time to review this matter with its members.

- (B) Where Ironworkers are laid off or discharged they shall be paid in cash or by cheque which shall be negotiable at par and the payment shall be made immediately where possible but the payment shall be made or mailed (Priority Post or Registered Mail) not later than five (5) business days of the layoff. In the case of employees working on large shutdown projects such period shall be extended by one (1) regular working day after termination of employment.

Records of employment shall be forwarded by Registered Mail or Priority Post within five (5) business days of layoff or discharge or held at the Company's Office, whichever is designated by the Employee.

When an employee quits of his own accord, he shall be paid not later than one (1) business day of the regular pay day and records of employment shall be forwarded by Registered Mail or Priority Post not later than five (5) business days of the regular pay day.

The parties agree that should an Employer fail to comply with the provisions of Article 30, a 50% penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

- (C) Ironworkers being laid off shall be given one (1) hour's notice of layoff during regular working hours and shall be paid the appropriate rate (i.e. straight time or overtime) during this time to gather their personal belongings, check in tools and pick up wages.

ARTICLE 31 –TOOLS AND SAFETY EQUIPMENT

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

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

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

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

Employees are required to furnish the following tools:

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

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

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

ARTICLE 33 - ADMINISTRATION OF AGREEMENT

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner the Union and the Employer agree that all employers who are not members of the Ironworkers-Reinforcing Trade Division of the Construction Labour Relations Association of Manitoba shall contribute an amount in cents per hour as specified by the Construction Labour Relations Association of Manitoba, for each hour for which wages are payable to the Construction Labour Relations Association of Manitoba. Such contributions shall be directed to the Ironworker Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavour to facilitate that the employers will contribute the applicable amounts to the fund.

The current C.L.R.A.M. fee is ten (10¢) cents per hour with a twenty (\$20.00) dollar minimum per month and is subject to review by the membership of the Association. Accordingly, the parties benefit plan Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of \$0.10 per man hour worked based on the contributions received. Further, the Administrator shall provide on a monthly basis with each remittance to the CLRAM, a detailed listing of all contributing employers and the total amount of hours worked for each employer. Such remittance shall be post marked no later than the 20th day of each month following the month the hours were worked. All costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

REFERENCE AGREEMENT NO. 7

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE MANITOBA MASONRY CONTRACTORS ASSOCIATION AND THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

SECTION 7 – HOURS OF WORK AND OVERTIME

Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth.

- (A) Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project and to require the working of overtime reasonable necessary to meet emergency situations.
- (B) Conditions applicable to work within the Winnipeg Thirty-Mile Zone, the City of Brandon, Manitoba, and all major building construction projects as defined by The Construction Industry Wages Act.
 - 1. Eight (8) hours shall constitute a regular shift for five (5) days, Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
 - 2. Except as otherwise herein expressly provided:
 - (a) If more than the recognized daily hours are worked in any one (1) shift then additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate for the first two (2) hours and double the regular straight time hourly rate for all hours thereafter in that shift.
 - (b) Work done on Saturday, Sunday or on the holidays specified in Section 11 of this Agreement shall be paid for at double the regular straight time hourly rate.
 - (c) Double the regular straight time hourly rate will be paid for all hours worked when a full eight (8) hours rest period has not been given the employee until the employee has had a full eight (8) hour rest period

Excluding Alterations, Maintenance, Repair and Service Work per 7.D.2.
 - 3. The regular shift shall normally be worked from 8:00 a. m. until 12:00 noon and from 12:30 p. m. until 4:30 p. m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which the regular shift may be worked can either be advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.
 - 4. Notwithstanding the above, when there is lost time because of a concrete pour, erection of hollow core or other construction situations beyond the control of the contractor then up to forty (40) hours may be worked in six (6) days, Monday to Saturday, at straight rates, providing the men on the job agree and the Union is notified. This clause does not apply to inclement weather, with the exception for the two-(2) months ONLY October and November.
- (D) Conditions applicable to all work no matter where situated.
 - 1. Premium Differential:

- (a) Premium differential will be paid as required to any employee who works the limits to which the commencement time of the regular shift may be expanded or adjusted under the clause B.3. or C.5.
- (b) A differential of .066 will be paid for each hour worked between 4:30 p. m. and 12:00 midnight.
- (c) A differential of .142 will be paid for each hour worked between 12:00 midnight and 6:00 a.m.
- (d) Overtime payment for shift work shall be in accordance with the provisions set forth in sub-section (B) or (C) of Section 7 as is applicable due to the location or classification of the work.
- (e) For the purpose of commuting overtime premium applicable for Saturday, Sunday, or holiday work the following rules shall apply.

 Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00a.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.
- (f) The starting and quitting time for shift will be decided by the Employer.
- (g) Except in the case of an emergency the Union will be notified when shift work is worked.

2. Alterations, Maintenance, Repair and Service Work:

Notwithstanding the provisions of any other clauses in Section 7 if with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that may constitute a shift on that job. No more than eight (8) hours will be worked in any shift at straight time rates. If the additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half the regular straight time hourly rate for the first two- (2) hours and double the regular straight time hourly rate for all hours worked thereafter.

If the shift ends after the public transit system ceases to run and if the employee has no transportation available then the Employer will supply transportation home.

3. Starting and Quitting Time:

Workers will be at their work station at the regular starting time and shall remain until regular quitting time.

4. Lunch Period:

A thirty- (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the Employees.

5. Overtime Lunch Provided by Employer:

Where an employee has not been advised prior to reporting for his shift that he will be working an extended shift he shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees

will be given at least one-half hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

6. Coffee Breaks:

An opportunity will be allowed for employees to partake of non-alcoholic drinks at work stations twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege. The break shall be ten (10) minutes.

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed to employees upon commencement of the overtime. Any employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

(E) Foremen – Hours of Work and Overtime:

1. Re: Foremen- When bricklayers or mason foremen are working with a crew of bricklayers or masons the foreman will be paid overtime premium rates under the terms of the same hours of work conditions applicable to the tradesmen. When said foreman are working with a gang of laborers or doing other work constituting part of their duty as a foreman, not concurrent to the working hours of the tradesmen, then the foremen will receive straight time rates for the hours so worked.

SECTION 9 – WAGES – HOW PAID

- (A) Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of the Agreement, wages shall be paid by cheque or direct deposit once a week during working hours and not more than two (2) day's pay be held back.
- (B) The Employer shall provide a pay stub, showing the date of the pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

SECTION 12 – ANNUAL VACATION AND VACATION PAY

- (A) Annual vacation will be arranged as provided in the Vacation With Pay Act for the Province of Manitoba.
- (B) Vacation Pay allowance will be accumulated for the credit of each employee at the rate of six (6%) percent of the employee's standard hourly rate for each hour worked.
- (C)
 - i) Advance payment in lieu of pay at time of vacation, in the amount set forth in B, above shall be added to each employee's weekly wages and taxed on each pay period.
 - ii) The Union and the Local covenants agree that the Union, Local, its officers, members or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation as set forth under the Vacations With Pay Act is improper in satisfaction of the Employer's obligations under said Act and for greater clarity it is specifically agreed that double payment for vacation, once under the Agreement and once under the Act, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him harmless in the event of such a claim by its

officers, members or by any person referred to the Employer by the Union for the employment by the Employer.

SECTION 13 – TOOLS – WHO PROVIDES AND RESPONSIBILITIES AND CARE OF

- (A) A mechanic's tools are his means of livelihood and must be kept in good conditions at all times.
- (B) The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He must report the breakage or loss of any of these tools and equipment immediately to his superior.
- (C) If an employee is found to be misusing company tools or equipment with willful neglect the shop steward and agent will be notified and the incident will be investigated. If the allegations are substantiated the employee will be held responsible and will be required to replace tools or equipment or to reimburse employer for value of tools or equipment.
- (D) Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- (E) The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (F) Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.
- (G) Journeymen and apprentices shall be required to supply the ordinary hand tools of the Trade. The following tools shall be the minimum requirement for each and every bricklayer. All tools shall be kept in good condition at all times. The bricklayer must replace any tools, which are not in good condition, within a reasonable period of time. Employers may replace employee tools and deduct the cost of the tool from the employee's paycheque if tools are not replaced in a reasonable period of time.

- 1 Brick Hammer
- 2 Convertible Round Jointers
- 1 Mash Hammer
- 2 Flat Jointers
- 1 Trowel
- 1 Hand Brush
- 2 Chisels 10" and 6"
- Tool Box or Bag
- 1 Pointing Trowel
- 1 Combination Metric/Imperial Rule or
- 1 Bolster or Brick Set
- Tape, Line Pins or Corner Blocks
- 1 Four-Foot Level
- 100 Foot Line
- 1 Two-Foot Level
- Raker

SECTION 15 – STANDARD OF WORK AND LIMITATIONS

- (A) There shall be no limit on production of workmen or restrictions on the full use of proper tools or equipment and there shall not be any task work or piecework. The value of production incentive plans is acknowledged by the parties to this Agreement.

- (B) It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- (C) Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday or holidays at less than the overtime rates prescribed herein.
- (D) Disciplinary action is to be taken by both Union and the Employer against any infraction of this Section.

SECTION 18 – TERMINATION OF EMPLOYMENT

- (A) When an employee terminates his employment he shall give his Employer one- (1) hours notice.
- (B) When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his termination of employment the employee's:
 - a) Wages to time of lay off.
 - b) Vacation Pay Allowance
 - c) Travel Allowance, Commuting Allowance and/or Board Allowance due (if any).
 - d) Record of Employment Slip
 - e) Statutory Holiday Pay Allowance.

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

- (C) When an employee terminates his employment or is dismissed for cause: He may inform the Employer that he will pick up the items in "B" above (a) to (e) at the Employer's office in the afternoon of the second working day after his employment was terminated or; the Employer, after allowing the pick up period to the end of the second day will mail to the employee, by registered mail, the items in "B" above (a) to (e).

SECTION 21 – WAGES

WAGE AND BENEFIT SCHEDULE AS PER APPENDIX "B" OF THIS AGREEMENT.

- (A) Bricklayers and Masonry foremen shall be paid the per centum (10%) per hour above the journeyman rate to the nearest nickel. In the event of computing this ten (10%) per centum the results ends in tow and one-half (2 ½) cents or seven and one-half (7 ½) cents, the per hour rate shall be at the highest nickel.
- (B) (i) 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
- (ii) Starting April 1, 2003 no registered apprentice shall be deemed to have completed his apprenticeship until he shall have passed the final examination (which has been approved by

the Union through its representatives on the Provincial Trade Advisory Committee) for his Red Seal Certificate of Qualifications. Failing this, the said apprentice will remain in the fourth year category of his apprenticeship status and pay rate, until such time as he obtains his certificate.

- iii) 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.
- iv) The following ratio for apprentices shall not exceed:
One (1) apprentice for every two- (2) bricklayer journeymen employed.

SECTION 23 – TRADE IMPROVEMENT COURSES

Should any employee be found to be performing work below an acceptable standard for his classification the Employer may terminate his employment or he may warn the man that he is commencing action under this clause. If such a warning is given the Employer shall notify the Union of same.

Should the man continue to produce unsatisfactory work following the warning, then, after a waiting period of at least one (1) full week, his case will be reported to the Trade Advisory Committee for the trade involved who may require the man to take a Trade Qualification Up-Grading Course approved by the Trade Advisory Committee and pass same to re-qualify under the requirements of the Tradesmen's Qualifications Act (or its successor).

The decision of the Trade Advisory Committee will not be subject to review or challenged by the Employer.

Any man who refuses to take such a course when so ordered by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce his wage rate by ten (10%) percent until such time as he takes and passes the prescribed course. Such men will be the first laid off when the Employer reduces his work force and qualified tradesmen will have preference when Employers are hiring.

Any employee who takes the prescribed course and fails will re-appear before the Trade Advisory Committee who will either recommend a reduction in his pay or recommend that he take further course of training.

In order to promote increased qualifications in the trade men who are attempting to upgrade themselves by taking the prescribed course shall be continued in employment as long as possible but they shall not have preference of employment over fully qualified tradesmen.

This Section will not apply to registered Indentured Apprentices.

For the guidance of the Trade Advisory Committee the parties to this Agreement recommend the following guidelines:

1. It is the intent that the Trade Advisory Committee when acting in the matters under this clause will maintain equal voting rights for management and labour.
2. No casting vote will reside with the chairman.
3. In the event of a tie vote no action will be proceeded with.
4. In making decisions under this clause the Committee will bear in mind that only those men whose performance at their trade will benefit from the trade improvement courses which can be made available will be assigned to the same (i. e. if the problem is purely one of age no action will be taken).

SECTION 24 – TRUST FUNDS

24.01 A single agent shall be appointed to receive in trust for distribution to the designated recipient, under the general supervision of the Joint Labour Management Committee, all monies deducted from employees or contributed on their behalf by the employer for the following purposes:

- (1) Union dues and assessments;
- (2) Employee Benefit Funds (H & W & Pension)
- (3) Industry Advancement Funds (including MMCA industry funds);
- (4) All future Training or other funds mandated under this Agreement.

Said funds shall be remitted to the Collection Agent by the fifteenth (15th) of each month by means of a single cheque covering all amounts due up to the end of the previous month together with a remittance form agreed to by the parties hereto and supplied by the Collection Agent, showing the name and the S.I.N. of each employee and the monthly and hourly deductions and contributions made on his behalf together with the hours upon which said deductions and contributions are payable.

The Collection Agent shall hold such monies in Trust for the Contractors Associations and the Employee Benefit Trusts involved and shall distribute same to the applicable Employer Association, Employee Benefit Fund or other recipient, as authorized by the Collective Agreement or the applicable Trust Agreement, on or before the time limits mandated by Funds Administrative Services.

The distribution is to be accompanied by a summary of the single cheque reporting forms of all contributing employers and, where required, the names of each employee on whose behalf money is contributed or deducted, the hours upon which contributions are based and the amount of said contributions/deductions.

Distribution will be accomplished as follows:

- (1) Money due to monthly deductions will be computed and remitted;
- (2) Money due to hourly based deductions and contributions will be aggregated and each designated recipient Union, Trust and Employer Association shall receive the proportion of the money aggregated that the amount of the hourly deduction/contribution that is designated to the aggregate of all recipient Unions, Trusts and Employer Associations..

24.02 The Administrator of the One Cheque Remittance System shall have the authority to take action under the Grievance Procedure herein on behalf of the Parties to this Agreement to collect remittances due. With regard to the collection of said remittances only, the time limits under the grievance procedure for initial filing of grievances are waived.

24.03 Should a period occur during which no Collective Agreement is in effect, the Administrator of the One Cheque Remittance System shall continue to receive voluntary remittances in Trust and shall disburse them to the recipient for whom they are designated on or before the last day of the month in which the funds are received.

24.04a Where a problem arises due to frequent late payment or failure to pay wages, fringe benefits, Industry Advancement Funds or other payments as required under the terms of this Collective Agreement, after due notice has been given to the Contractor involved, the Administrator of the One Cheque System shall have the authority to levy a penalty of two percent (2%) per month on all, outstanding monies, with a minimum levy of one hundred and fifty dollars (\$150.00) for each incident for each month these monies remain outstanding. Such monies are to be paid in favor of

the Joint Labour Management Committee. Such action may be in addition to or replace action under the grievance procedure in this Agreement and would consist of the following action:

No member of the Local Union shall be allowed to work for the delinquent Contractor until the recommendations of the Joint Labour Management Committee are met.

The Funds Administrative cut off dates are mandatory and the Administrator of the One Cheque System is responsible that these cut off dates are met.

24.04b The Joint Labour Management Committee may require contractors who sign or voluntarily recognize this Collective Agreement, to post a wage bond of \$30,000.00 where the Joint Labour Management Committee feels it is necessary for the protection of all concerned.

24.05 The Administrator shall post a Bond in the amount of not less than one hundred thousand dollars (\$100,000.00) to indemnify the designated recipients against loss of remittances held in Trust.

24.06 Guidelines and procedures for the operation of the One Cheque remittance system shall be established by the Joint Labour Management Committee.

Should the Joint Labour Management Committee fail to establish and enforce these guidelines and procedures, it will be dealt with under Section 4 - GRIEVANCE PROCEDURE.

SECTION 25 – HEIGHT PREMIUMS

Employees working on swing stages or bosun chairs shall be properly aware of the safe handling of equipment. Employees have the right to refuse work on swing stages or bosun chairs with no repercussions if due to lack of safety knowledge or lack of comfort with such work.

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

- (A) Over 45' = 50 cents per hour
- Over 150' = 75 cents per hour

SECTION 28 – INDUSTRY FUNDS

(A) In recognition of the importance of advancing and promoting the interest of the masonry trade and industry in general, all of the mutual benefits of the members of the Masonry Trade Division (the "Division") the Union and its members and Manitoba Masonry Contractors Association and its members, the parties hereto agree that certain contributions hereinafter set forth shall be made to the M. M. C. A. and to the Union to promote such objectives.

(B) a) The employer agrees to contribute to the Industry Advancement Fund established by the Manitoba Masonry Contractors Association, the sum of thirty cents (\$0.30) per hour for each hour worked by each employee and employer working on the tools in this agreement. This hourly amount will be increased to forty (\$0.40) per hour for January 1, 2005.

The employer shall pay the contributions in Trust to the designated Central Collection Agent on the forms provided, not later than the fifteenth (15) day of the month following the month in which the hours were worked.

Employer contributions will be forwarded to MMCA as per SECTION 24 – TRUST FUNDS, and administered as per current MMCA budget.

- b) The Employers' report form and all of the employee contributions received for the previous month shall be forwarded directly to the designated Central Collection Agent not later than the fifteenth (15) day of the month following the month in which the hours were worked.

Contributions will be forwarded to the Union as per SECTION 24 – TRUST FUNDS, and administered as follows:

- (i) Two (2) cents for courses of training and upgrading and promotion of safety;
 - (ii) Three (3) cents for the promotion of masonry products in Manitoba.
- c) Any Employer bound by this Agreement who does not remit employee contributions and the Employer contributions in accordance with Sub-section B (a) and (b) above shall be deemed to be in violation of this Agreement and such defaulting Employer shall be dealt with as per SECTION 24 – TRUST FUNDS.

It is recognized by both parties that it will not be an infraction of this Agreement for the Union to withdraw its members from any job when the Employer is in default of all or any part of this Section.

**WAGES AND BENEFITS SCHEDULE
(2004 – 2006)**

	MAY 1/04	OCT 1/04	MAY 1/05	OCT 1/05	MAY 1/06	OCT 1/06
JOURNEYMAN	\$26.35	\$26.35	\$26.60	\$26.85	\$27.10	\$27.35
BRICKLAYER						
VACATION PAY (6%)	1.58	1.58	1.60	1.61	1.63	1.64
STATUTORY	1.12	1.12	1.13	1.14	1.15	1.16
HOLIDAY PAY (4%)						
HEALTH & WELFARE	1.00	1.00	1.00	1.00	1.00	1.00
PENSION	2.75	3.00	3.25	3.50	3.75	4.00
TOTALS	\$32.80	\$33.05	\$33.57	\$34.10	\$34.63	\$35.15

REFERENCE AGREEMENT NO. 8.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE MANITOBA PAINTERS NEGOTIATION COUNCIL AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, LOCAL 739, PAINTERS DIVISION WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

SECTION 7 HOURS OF WORK AND OVERTIME

Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth:

- (A) Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonable to meet emergency situations.
- (B) Conditions applicable to work within the Winnipeg thirty (30) mile zone and all major building construction projects as defined by the Construction Industry Wages Act within the Province of Manitoba.
 - 1. Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive, except as may be modified elsewhere in this Agreement.
 - 2. Except as Otherwise herein expressly provided:
 - (a) If more than the recognized daily hours are worked in anyone (1) shift then such additional hours shall be paid for at the rate of time and one-half (1 1/2) the regular straight time hourly rate.
 - (b) Work done on Sundays or on the holidays specified in Section 11 of this Agreement shall be paid for at double (2x) the regular straight time hourly rate.
 - (c) All work done on Saturdays to be paid at one and one-half (1 1/2) time the regular rate of pay.
 - (d) Notwithstanding one (1) above the employer can work two (2) crews Monday through Sunday in any one week. The maximum daily hours shall be ten (10) hours per day. It is understood that four (4) consecutive ten (10) hour days shall constitute a forty (40) hour work week. Anytime worked after forty (40) hours shall be paid at overtime rate of 1 1/2 times the rate of pay.
 - (e) When working under a five day work schedule, Saturday may be used as a make up day when forty (40) hours is not worked during the regular work week. A make up day will only be worked during the week the time is lost. Work performed on a make up day shall be paid at the regular straight time rate for the first eight (8) hours to a maximum of forty (40) hours a week, after which the employees shall receive time and one-half their regular rate of pay. Time worked on the make up day shall be on a voluntary basis and each employee has the right to refuse work.
 - 3. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:00 p.m. By arrangement with the affected Employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours.

4. Notwithstanding (2a) above, if problems arise beyond the control of the painting contractor, painters working with catalyzed coatings may work an additional hour at straight time rates.

(C) Conditions applicable to all work within Winnipeg and Major Building Construction Projects in Manitoba.

1. Employees who are asked to work shift work that is normally done between the hours of 4:00 p.m. to 12:00 p.m. midnight and 12:00 midnight to 8:00 a.m. shall be given one-half (1/2) hour paid lunch break.

It is Agreed that the shift premium as per Section 7D (1) will not be applicable if the job changes from day shift to evening shift at the request of the customer.

- (a) Overtime payment for shift work shall be in accordance with the provisions set forth in sub-section (b) of Section 7 as is applicable due to the location or classification of the work.-8
- (b) The starting and quitting time for shift work will be decided by the Employer.
- (c) Except in the case of an emergency, the Union will be notified when shift work is involved.

2. Alterations, Maintenance, Repair and Service Work:

Notwithstanding the provisions of any other clauses in Section 7, if with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work when the work can be done at regular straight time rates during any hours that may constitute a shift on that job. No more than eight (8) hours will be worked any shift at straight time rates.

If additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half (1 1/2) the regular straight time hourly rate.

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

If additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one half (1 ½) the regular straight time hourly rate. If the shift ends after the public transit system ceases to run and if the Employee has no transportation available then the Employer will supply transportation home.

3. Starting and Quitting Time: Workers will be at their station of work properly dressed and prepared to commence at the regular starting time and shall remain until regular quitting time with adequate time allowance for personal clean up.
4. Lunch Period; A thirty (30) minute lunch period shall be allowed to all Employees on each regular shift. Employees shall not leave the job site unless otherwise mutually agreed between the Employer and the Employee.
5. Overtime Lunch Provided by Employer: Where an Employee has not been advised prior to reporting for his shift that he will be working an extended shift, he shall be provided an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than one (1) hours work remains to be done, and every four (4) overtime hours thereafter.

All Employees will be given at least one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

An opportunity, will be allowed for Employees to partake of non-alcoholic drinks at the work station twice in each regular shift, once in the first half of shift and once in the second half of the shift, when such drinks are available on the job sites. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any Employee abusing this privilege. The break shall be ten (10) minutes.

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed upon commencement of the overtime. Any Employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

SECTION 9 - WAGES - HOW PAID

- (A) Unless other mutually agreeable arrangements are made between the parties or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid on the job site during working hours and not more than one (1) week's pay shall be held back. Employees shall be paid every two (2) weeks.
- (B) The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at overtime, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

SECTION 12 - ANNUAL VACATION AND VACATION PAY

- (A) Annual vacation will be arranged as provided in the Vacation with Pay Act for the Province of Manitoba.
- (B) Vacation Pay allowance will be accumulated for the credit of each Employee at the rate of six percent (6%) of the Employee's standard hourly rate for each hour worked.
 - 1. Notwithstanding (b) above, all student helpers, apprentices (first and second year) and permitted workers shall receive four percent vacation pay.
 - 2. The Union and the Local covenants agree that the Union, the Local, its officers, members, or any other person referred to the Employer, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Vacation With Pay Act is improper satisfaction of the Employer's obligation under said Act, and for greater clarity it is specifically agreed that double payment for vacation, once under the Agreement and once under the Act, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him harmless in the event of such a claim by its officers.

SECTION 13 - TOOLS AND EQUIPMENT LIST WHO PROVIDES AND RESPONSIBILITY FOR CARE OF:

- (A) A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- (B) Journeymen, apprentices and/or any Employee excluding helpers,

engaged in the painting trade, shall be required to supply the following tools, equipment and such other tools and equipment as Employer and the Employee shall mutually agree are required for work on that project.

1. Brush and roller mechanics; White Overalls; 1-5"-6" Broad Knife; 1-3" Broad Knife; 1-Putty Knife; 1-Scrapper; 1 - Hammer; 1-Nail Set; 1-Phillips Screw Driver; 4-Robertson Screw Drivers (#1,2,3,4); 2-Flat Screw Drivers (large and small); 2-Pot Hooks; 1-Hard Hat (approved by Workers Compensation Board); 1-Hand Sander; 1-Pliers; 1-Paint Brush Spinner; 1-Suitable Foot Wear when needed (approved by Workers Compensation Board).
 2. Spray Mechanic (in addition to the Brush and Roller Mechanic): 1-10" and 8" Crescent Wrench; 1-Respirator (approved by Workers Compensation Board/ Management and Union:).
 3. Sandblasting Mechanics (in addition to the Brush and Roller and Spray Mechanics): 1-8" Pipe Wrench; Filter and Sandpaper will be supplied by the Employer.
- (C) If a newly employed person as described in 13 (b) is not in possession of the required tools and overalls, the same is to be supplied by the Employer and charged at cost to the Employee.
1. A lock box is to be supplied by the Employer for the use of the Employees on the job site.
 2. The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (D) The Employee must accept responsibility for the tools and equipment by the Employer and will be required to sign an "Equipment Release Form" from his Employer and will be given time to put these tools and equipment in the designated place. He must report the breakage or loss of any of these tools immediately to his superior.
- (E) An employee found misusing, breaking, or losing company tools or equipment due to negligence, may be held responsible for the cost of same.
1. Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
 2. The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
 3. Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.

SECTION 15 - STANDARD OF WORK AND LIMITATIONS

- (A) There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task work or piece work.
- (B) It is agreed that the Union will not allow its member's to contract for any work on a labour basis. Further, the Union will not allow its member's to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.

- (C) Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, or holidays at less than the overtime rates prescribed herein.
- (D) Disciplinary action is to be taken by both Union and The Employer against any infraction of this Section.

SECTION 18 - TERMINATION OF EMPLOYMENT

- (A) When an Employee terminates his employment, he shall give his Employer one (1) hour's notice.
- (B) When an Employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail to the Employee by registered mail/ within two (2) working days of his termination of employment, the Employee's; Wages to time of lay-off; and Vacation Pay Allowance; and Travel Allowance, Commuting Allowance and/or Board Allowance due (if any); and - Record of Employment Slip; and Statutory Holiday Pay Allowance.

If the Employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.
- (C) When an Employee terminates his employment or is dismissed for cause, his Employer will mail him his pay records and allowance no later than the next regular pay day.

SECTION 21 - DEFINITIONS AND WAGE RATES

- (A) As per Scope and Recognition - Section 2 (a). Journeyman: Shall mean a person who possesses an Interprovincial Painters Certificate, a Certificate of Apprenticeship issued by a Provincial or Territorial Government or a Tradesman Qualification card (T.Q.) issued by a Provincial or Territorial Government.
Journeyman Painters shall have seniority rights over a Non-Ticketed Journeyman, provided the Journeyman is deemed suitable for the job by the Employer within forty-eight (48) hours of the time the Journeyman is identified.

Non-Ticketed Journeyman: Shall mean a person who is a member of the Union, or who is on application to join the Union and does not possess the required ticket(s) for Journeyman status. The Joint Trade Board (Article 26 (a)) shall be responsible for arranging the necessary course(s) in order that a Non-Ticketed Journeyman may obtain Journeyman status and the Provincial Apprenticeship and Employee Development Fund shall be responsible for the funding of such course(s).

Permit Workers; Where the Union is unable to supply the Employer Journeymen, the Employer may employ Permit Workers. All Permit Workers shall obtain a "Dispatch Slip" from the Union prior to commencing work and this permit shall be revocable by the Union pursuant to the terms of the Article 19B (2). Permit Workers rate of pay will be agreed between the Employer and the Employee. The Union will be notified of the rate of pay for dispatch purposes. There will be no Employer Contributions for Permit Workers for the Health and Welfare and Pension. Hourly Rate

Statutory Holiday (4%)
Vacation Pay (6%)
Pension

Journeyman Painter Rate:

	August 1/04	May 1/05	May 1/06
Hourly Rate	20.65	21.05	21.50
Statutory Holiday (4%)	0.83	0.84	0.86
Vacation Pay (6%)	1.29	1.31	1.34
Pension	1.50	1.50	1.50
Health and Welfare	0.80	0.85	0.90
Total Package	\$25.07	\$25.55	\$26.10

Journeyman (Spray and Sandblasting) Rate:

	August 1/04	May 1/05	May 1/06
Hourly Rate	21.21	21.61	22.06
Statutory Holiday (4%)	0.85	0.86	0.88
Vacation Pay (6%)	1.32	1.35	1.38
Pension	1.50	1.50	1.50
Health and Welfare	0.80	0.85	0.90
Total Package	\$25.68	\$26.17	\$26.72

- Men in charge of job (Foreman) of four (4) or more men shall be paid seventy-five cents (.75) per hour premium.
- Interior of tank, stack, etc., fifty cents (50) per hour premium.
- Exterior (not including bridges) industrial work - 45' and over a fifty cents (50) per hour premium.
- Under slung bridge work - one dollar (1.00) per hour premium.

Wages for Apprentices

1st. yr. Apprentice	0-800 Hours	50% of Journeyman Rate
	801-1600 Hours	60% of Journeyman Rate
2nd yr. Apprentice	1601-3200 Hours	70% of Journeyman Rate
3rd yr. Apprentice	3201-4800 Hours	75% of Journeyman Rate
4th yr. Apprentice	4801-6400 Hours	85% of Journeyman Rate
	6401 – Hours	100% or Journeyman Rate

* Unqualified Painters with proof of five (5) years in the trade shall receive sixty-five percent (65%) of the applicable Journeyman Rate.'

(B) For the purpose of this Agreement, the following wage rate shall be applicable for:

1. All re-paint work (Section 7 EI).
2. All new commercial/institutional and residential projects under fifty thousand (50,000) square feet.
3. All personal care homes.
4. Not applicable on designated Union Projects.

Journeyman Painter Rate

	August 1/04	May 1/05	May1/06
Hourly Rate	19.15	19.55	20.00
Statutory Holiday (4%)	0.77	0.78	0.80
Vacation Pay (6%)	1.20	1.22	1.25
Pension	1.50	1.50	1.50
Health and Welfare	0.80	0.85	0.90
Total Package	\$23.42	\$23.90	\$24.45

For any work involving spray painting employees shall receive a premium of fifty cents (.50) per hour.

SECTION 24 - TECHNOLOGICAL CHANGE

- (A) The provision of this Article are intended to assist Employees affected by any technological change to adjust the effected of the technological change.
- (B) Section 72, 73, and 74 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.
- (C) In the event of a technological change by a particular Employer that particular Employer shall at the written request of the Union assist his Employees affected by the Technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which Employees are effected and in what way. That the Employer and the Union shall meet and as soon as possible prepare a joint written representation to the training committee (or Joint Labour/Management Committee) specifying what sort of retraining will be required to adjust to that technological change.

The Union and the Employers, acting through their respective organizations will then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from Canada Manpower, the Manitoba Department of Labour and the Manitoba Department of Education.

SECTION 25 - TRUST FUNDS

- (A) Health & Welfare: The Employee trust fund shall be known as the Local Union 739 Health & Welfare Trust Fund. The Health & Welfare Trust Fund shall be financed by employer contributions of:

Effective August 1, 2004, .80 cents per each hour worked.

Effective May 1, 2005, .85 cents per each hour worked.

Effective May 1, 2006, .90 cents per each hour worked.

The above mentioned funds are to be remitted to the administrator as selected by the Union together with a list of employee names and amounts remitted on their behalf. This to be remitted by the 15th day of the month following the month in which they were accrued.

Local 739 Health & Welfare Trust Fund
C/O Coughlin & Associates Ltd.
100-175 Hargrave Street
Winnipeg, Manitoba
R3C 3R8
Phone # (204) 942-4438

- (B) Pension Plan: Effective August 1, 2004 the Employer shall pay-on behalf of its Employees to the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada), the sum of one dollar and fifty cents (1.50) for each hour earned which payment, together with a duly completed Employer Remittance Report Form, shall be remitted to the said Fund by the fifteenth (15th) day of the month following the month for which the contributions are due.

Contributions payable by the Employer to the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada) are deemed to be held in trust by the Employer for the

Trustees of the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada) until remitted as aforesaid.

The Parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the said International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada) as if original Parties thereto, and as if the same formed part of this Collective Agreement. In the event of any of the terms and conditions of the said Agreement and Declaration of Trust are in any way altered, added to, or amended, then the Parties to this Collective Agreement shall be bound by the same as if original Parties hereto, and as if the same formed part of this Collective Agreement.

Such remittances and contributions are to be made in accordance with the terms of Section 29 - Unified Remittance of Funds.

* It is agreed that all new apprentices (first and second year) shall not be participants in the Pension until they have attained 2,400 hours while working for a signatory contractor.

(C) Provincial Apprenticeship and Employee Development Fund:

1. The total contribution to this Fund shall be ten cents (.10) per hour earned, five cents (.05) to be contributed by every individual working within the scope of this Agreement and to be deducted from the individual's wages, and five cents (.05) per hour to be contributed by every Employer.
2. This Fund shall be administered by the Joint Trade Board of as superseded by the Trust Document under the direction of the Joint Trade Board as have been or shall be created in expending of monies for the carrying out of the purpose of the said Provincial Apprenticeship and Employee Development Fund.
3. The purpose of this Fund shall be:
 - To encourage Apprentice Applicants to enter the Painting Trade;
 - To assist Apprentices during annual school training sessions and, in the phase of training and education;
 - For the upgrading of any Employee;
 - To develop safety programs designed for the Painting Industry.

(D) Apprentices;

1. An Apprentice is a person who enters a contract of service in accordance with the Apprenticeship and Tradesmen's Qualifications Act Manitoba Regulations 83-87R and amending Acts whereby he is to receive from or through his Employer and Trade School instruction for the trade.

All Apprentices shall be employed in accordance with the provisions of the said Act. It is intended that entry into the trade shall be by the Apprenticeship system for other than qualified Journeyman. The admission of apprentices shall be controlled by the Joint Trade Board, which Board shall establish a system of entry grading designed to give priority to those persons judges most likely to achieve success in the trade. All Apprentices will be taken from a waiting list of Apprentices established by the Joint Trade Board. Contractors requiring Apprentices shall hire from this list but the Committee will give consideration to requests by Contractors for specific individuals on such list.

All Apprentices shall be indentured to the Joint Trade Board which body shall establish a Joint Apprenticeship Committee and a person to co-ordinate and administer their practical and theoretical training. The apprenticeship program shall be operated in accordance with principals outlined herein.

This section shall be to all Collective Agreements to which the Painters Union is signatory which covers Employers who employ or could employ Apprentices trained under this program.

At various points during the Apprenticeship Program as outlined below or at any time on written request from the Employer, the Apprentice Coordinator shall, assisted by Representatives of the Employer and the Union if he deems if advisable, appraise fully the progress of each apprentice. Satisfactory appraisal shall be a prerequisite for continuing advancement through the wage rate increments as required by Article 21. If on any such appraisal, the Apprentice Coordinator should recommend that the Apprentice is not suited to the trade, the Apprenticeship may be terminated by the Joint Trade Board. In such event, the Union shall also terminate his membership.

Only those companies complying with the Journeyman/Apprentice ratio will be allowed permit men, unless there are no Apprentices available, or the Joint Trade Board agrees to waive this provision after considering the Employer's record in regard to training of Apprentices.

When an Apprentice is found by the Apprentice Coordinator to demonstrate deficiencies in training, he may be required to attend upgrading and/or improvement courses provided by the Joint Trade Board. The Apprentice shall comply with the directives of the Joint Trade Board in this respect or face possible termination of his Apprenticeship and his Union Membership.

The ratio of Apprentices to Journeymen shall be; Firms regularly employing from one (1) to two (2) Journeyman shall be allowed an Apprentice and thereafter to every additional two (2) Journeymen regularly employed, one (1) more Apprentice shall be allowed. The Joint Trade Board shall have the right to require any Employer who regularly employs more than two (2) Journeymen and has no Apprentices, to employ at least one (1) Apprentice. These provisions may be changed to suit the ability of individual Contractors to train Apprentices after review by the Joint Trade Board.

The Apprentice shall work the same hours as the Journeyman and work under the supervision of a Journeyman at all times.

REFERENCE AGREEMENT NO. 9.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS WORKERS LOCAL UNION 99 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

SECTION 7 - HOURS OF WORK AND OVERTIME

Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth.

- (A) Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonably necessary to meet emergency situations.
- (B) Conditions applicable to work within the Winnipeg Thirty Mile Zone, the City of Brandon, Manitoba, and all major building construction projects as defined by the Construction Industry Wages Act.
 - 1. Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
 - 2. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.
 - 3. Notwithstanding the above, to allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at straight time rates, with notification to the Union office, and with the employees' consent.
 - 4. Excluding Alterations, Maintenance, Repair and Service Work per Section 7.D.5; when a full eight (8) hour rest period between shifts has not been given to an employee, then double the regular straight time hourly rate will be paid for all additional hours worked until the employee has had a full eight (8) hour rest period.
 - 5. Notwithstanding the above, to allow for flexibility on projects coming under the jurisdiction of the Greater Winnipeg and Major Building Construction Wage Schedule a maximum of ten (10) hours per day, 40 hours per week may be worked at the regular rate of pay, subject to the mutual agreement of the individual employee and the Employer.
- (C) Conditions applicable to work done on all projects not detailed as falling within the scope of (B) above.
 - 1. The regular shift shall normally be worked between the hours of 7:00 a.m. and 12:00 noon and from 12:30 p.m. until 5:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Unions when such adjustments occur.

2. If a majority of the affected employees agree then up to ten (10) hours per day can be worked Monday to Friday at straight time provided that no employee shall work in excess of forty (40) hours in any one week at straight time.

(D). Conditions Applicable to all work no matter where situated.

Except as otherwise herein expressly provided, the following premiums and conditions shall apply:

1. Daily Overtime: If more than the recognized daily hours are worked in any one (1) shift, then such additional hours shall be paid for at the rate of time and one-half (1 1/2x) the regular straight time hourly rate for the first two overtime hours and twice (2x) the regular straight time hourly rate for all subsequent overtime hours.
2. Saturday Work: All hours worked on Saturday shall be paid for at the rate of time and one-half (1 1/2x) the regular straight time hourly rate for the first two overtime hours and twice (2x) the regular straight time hourly rate for all subsequent overtime hours.

3. Sunday and Holiday Work: All hours worked on Sundays or on the holidays specified in Section 11 of this Agreement shall be paid for at double (2x) the regular straight time hourly rate.

4. Shift Work:

- (a) The starting time and quitting time for shift work will be decided by the Employer.
- (b) Overtime for shift work shall be in accordance with the provisions set forth in D.1; 2; & 3 above as is applicable due to the location or classification of the work.
- (c) For purposes of computing overtime premium applicable for Saturday, Sunday and holiday work the following rules shall apply:

Except as elsewhere provided for in this Agreement:

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.

- (d) Except in the case of an emergency the Union will be notified when shift work is worked.
- (e) An employee who works the majority of his hours between 16:00 hours and 2400 hours will receive shift premium at the amount of forty-five cents (\$0.45) per hour above the base hourly rate for all consecutive hours worked. In the case of an employee working the majority of his hours between 0000 hours a.m. and 0800 hours 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.

It is agreed that shift premium will not be paid when an employee is receiving overtime pay under this collective agreement.

5. Alterations, Maintenance, Repair and Service Work:

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

straight time rates during any hours that constitute a shift on that job. No more than eight (8) hours will be worked in any shift at straight time rates. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half (1 1/2x) the regular straight time hourly rate for the first two overtime hours and twice (2x) the regular straight time hourly rate for all subsequent overtime hours.

If the shift ends after the public transit system ceases to run and if the employee has no transportation available then the Employer will supply transportation home.

6. Starting and Quitting Time:

Workers will be at their place of work at the regular starting time and shall remain until regular quitting time.

7. Lunch Period:

A thirty (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the Employees.

8. Overtime Lunch Provided by Employer:

Where an employee has not been advised prior to reporting for his shift that he will be working an extended shift he shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least a one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

9. Coffee Breaks:

An opportunity will be allowed for employees to partake of non-alcoholic drinks twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege. The break shall be ten (10) minutes.

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed to employees upon commencement of the overtime. Any employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

SECTION 9 - WAGES - HOW PAID

- (A) Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash, cheque, or by direct deposit once a week on the job site during working hours and not more than two (2) days' pay shall be held back. It is further agreed that a direct deposit payroll system will not be introduced until at least six months have elapsed from the date of signing of the collective agreement, in order to allow the Local Union adequate time to assist its membership with the transition.
- (B) The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

- (C) The Employer will provide a slip for subsistence allowance stating the job and date.

SECTION 12 - ANNUAL VACATION AND VACATION PAY

- (A) Annual vacation will be arranged as provided in the Manitoba 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 (6%) percent of the employee's standard hourly rate for each hour worked.
- (C)
 - i) Advance payment in lieu of pay at time of vacation in the amount set forth in B. above shall be added to each employee's weekly wages and taxed on each pay period.
 - ii) The Union and the Local covenants and agrees that the Union, the Local, its officers, members, or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Manitoba Employment Standards Code is improper in satisfaction of the Employer's obligations under said Code, and for greater clarity it is specifically agreed that double payment for vacation, once under the Agreement and once under the Code, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

SECTION 13 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- (A) A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- (B) The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He must report the breakage or loss of any of these tools and equipment immediately to his superior.
- (C) An employee found misusing company tools or equipment may be held responsible.
- (D) Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- (E) The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- (F) Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.
- (G) Journeymen and apprentices shall be required to supply the ordinary hand tools and equipment of the Trade.
- (H) "Tools and Equipment" as used in Clauses E, F and G shall be defined to mean:
 - (i) The tools and equipment of the trade as listed in "I" below.
 - (ii) Such other tools and equipment as the Employer and the employee shall mutually agree are required for work on that project.

- (I) All persons working at the Insulation Trade will provide themselves with the following tools as a minimum required by the trade:

TOOL AND EQUIPMENT LIST

pliers and end nippers
painter 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

- (J) The Employer shall furnish and maintain without charge to the employee:
all necessary power tools
all necessary protective devices
handcleaner and protective face cream (vas.)
special brushes and staple gun
all metal cutting tools that are worn out or damaged due to work on stainless steel metal

The Employer will provide work gloves (leather palm) upon request of the employee. The employee will return worn-out work gloves to their Employer prior to receiving a new pair. The Employer will provide coveralls to employees who are working with foam glass, mastics and bulk adhesive products. The employee will return worn-out coveralls to their Employer prior to receiving a replacement pair at no charge and will return the coveralls when the work in question is completed.

- (K) The employee shall be responsible for the return in good condition of all protective devices, power tools, tools and protective clothing issued by the Employer. The Employer accepts the responsibility for normal wear and tear. The employee may be charged depreciated replacement cost for lost or abused items.
- (L) An approved respirator shall be furnished by the Employer on request. Replacement respirators will be furnished by the Employer on request. Replacement respirators will be provided at no cost, only when the used respirator is turned into the Employer'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 employees pay. A supply of respirator filters shall be available at no cost to the employee.

SECTION 15 - STANDARD OF WORK AND LIMITATIONS

- (A) There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.
- (B) It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- (C) Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, holidays or their scheduled days off at less than the overtime rates prescribed herein.

- (D) Disciplinary action is to be taken by both Union and the Employer against any infraction of this Section.
- (E) The employee has the right to refuse to continue working beyond twelve (12) consecutive hours on a daily shift.

SECTION 18 - TERMINATION OF EMPLOYMENT

- (A) When an employee terminates his employment he shall give his Employer one (1) hour's notice.
- (B) When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his termination of employment the employee's:
 - a) Wages to time of lay off.
 - b) Vacation Pay Allowances
 - c) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
 - d) Record of Employment Slip.
 - e) Statutory Holiday Pay Allowance.

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

- (C) When an employee terminates his employment or is dismissed for cause: He may inform the Employer that he will pick up the items in "B" above (a) to (e) at the Employer's office in the afternoon of the second working day after his employment was terminated or; the Employer, after allowing the pick up period to the end of the second day will mail to the employee, by registered mail, the items in "B" above (a) to (e).

SECTION 21 – WAGES

(A) INSULATOR RATE OF PAY – INDUSTRIAL

July 12, 2004	May 1, 2005	May 1, 2006
\$22.10	\$22.65	\$23.20

INSULATOR RATE OF PAY – COMMERCIAL

July 12, 2004	May 1, 2005	May 1, 2006
\$22.01	\$22.26	\$22.51

See Appendix "A" for Total Labour Costs.

(B) INSULATOR APPRENTICES

- i) Rates of Pay:
 - First year - 50% of Journeyman's Rate
 - 2nd year - 60% of Journeyman's Rate
 - 3rd year - 70% of Journeyman's Rate
 - 4th year - 80% of Journeyman's Rate
- ii) A 4th year apprentice must work at the trade for four years, pass an efficiency test and must be able to read and write English before he can become a Journeyman Insulator.
- iii) The ratio of apprentices to Journeymen employed by an Employer may equal two (2) Journeymen to one (1) Apprentice (Industrial Work only) except that men hired under

Section 19 C2 shall not be counted in computing this ratio. (For Commercial Work that ratio shall be one to one)

- iv) When the Union is unable to supply competent and qualified Journeymen, Employers may use fourth (4th) year Apprentices to expedite the job.
- v) No apprentice shall be made up to Journeyman status by the Union or advanced in pay scale by the Employer until he shall have completed his full allotment of time at the trade as set forth above. For purposes of computing apprentice pay scales 1800 hours shall equal one year credit.
- vi) The Union will issue each apprentice with a log book. The Employer 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.

(C) **INSULATOR FOREMAN / GENERAL FOREMAN PREMIUM RATES**

Any Journeyman who is required to work, supervise and direct the following groups of men, in addition to himself, shall be paid the amount shown opposite each group over the Journeyman's rate.

In charge of:

Foreman - Five to ten men - \$1.00 per hour
General Foreman - Eleven or more men - \$2.00 per hour

It is agreed that only one Foreman or General Foreman shall be employed at any given time subject to the Employer determining that additional supervision is required as per Section 6 (B) of the collective agreement.

(D) Maintenance Rate

For large jobs of a maintenance nature or for insulation refit etc. a special rate of ninety (90%) percent will apply. These terms will only be applied if the job is of ten (10) working days or more.

SECTION 23 - TRADE IMPROVEMENT COURSES

Should any employee be found to be performing work below an acceptable standard for his classification the Employer may terminate his employment or he may warn the man that he is commencing action under this clause. If such a warning is given the Employer shall notify the Union of same.

Should the man continue to produce unsatisfactory work following the warning, then, after a waiting period of at least one (1) full week, his case will be reported to the Trade Advisory Committee for the trade involved who may require a man to take a Trade Qualification Up-Grading Course approved by the Trade Advisory Committee and pass same to re-qualify under the requirements of the Tradesmen's Qualifications Act (or its successor).

The decision of the Trade Advisory Committee will not be subject to review or challenge by the Employer.

Any man who refuses to take such a course when so ordered by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce his wage rate by ten (10%) percent until such time as he takes and passes the prescribed course. Such men will be

the first laid off when the Employer reduces his work force and qualified tradesmen will have preference when Employers are hiring.

Any employee who takes the prescribed course and fails will re-appear before the Trade Advisory Committee who will either recommend a reduction in his pay or recommend that he take a further course of training.

In order to promote increased qualification in the trade men who are attempting to upgrade themselves by taking the prescribed course shall be continued in employment as long as possible but they shall not have preference of employment over fully qualified tradesmen.

This Section will not apply to registered Indentured Apprentices.

For guidance of the Trade Advisory Committee the parties to this Agreement recommend the following guidelines:

1. It is the intent that the Trade Advisory Committee when acting on matters under this clause will maintain equal voting rights for management and labour.
2. No casting vote will reside with the chairman.
3. In the event of a tie vote no action will be proceeded with.
4. In making decisions under this clause the Committee will bear in mind that only those men whose performance at their trade will benefit from trade improvement courses which can be made available will be assigned to same (i.e. if the problem is purely one on age no action will be taken).

SECTION 24 - TRUST FUNDS

The Employee Benefit Trust Funds known as the Manitoba Multiple Trade Pension Trust Fund and the Manitoba Multiple Trade Health and Welfare Trust Fund shall be continued under the following conditions.

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

Employee Contribution \$0.40
Employer Contribution \$0.40

- (C) The Pension Trust Fund shall be financed by joint contributions as follows:

Effective July 12, 2004:

Industrial Work

Employer contribution - \$1.70 per hour
Employee contribution - \$0.10 per hour

Commercial Work

Employer contribution - \$1.25 per hour
Employee contribution - \$0.10 per hour

Effective May 1, 2005

Industrial Work

Employer contribution - \$1.80 per hour
Employee contribution - \$0.10 per hour

Commercial Work

Employer contribution - \$1.60 per hour
Employee contribution - \$0.10 per hour

Effective May 1, 2006

Industrial Work

Employer contribution - \$1.95 per hour
Employee contribution - \$0.10 per hour

Commercial Work

Employer contribution - \$1.65 per hour
Employee contribution - \$0.10 per hour

NOTE: All Employer pension contributions will be prorated for Apprentice Insulators based on the percentage to the Journeyman rate as per Section 21 B (i).

See Attached Wage Schedule

- (D) The Union, and every Employer party to this Agreement shall participate in the above noted employee benefit funds, and participation of all employees employed within the Scope of this Agreement is agreed to as a condition of employment and continued employment.
- (E) Contributions to the MANITOBA MULTIPLE TRADE PENSION TRUST FUND, to the MANITOBA MULTIPLE TRADE HEALTH AND WELFARE TRUST FUND shall be submitted each month by the fifteenth (15th) of the month following the month for which the contributions are collected. Firms in default in excess of fifteen (15) days may be required at the discretion of the trustees to pay a penalty of interest in the amount of three (3%) percent over the current prime rate.

It is recognized by both parties that it will not be an infraction of this Agreement for the Union to withdraw its members from any job when the Employer is in default of all or any part of this Section.

SECTION 25 - HEIGHT PREMIUMS

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

- (a) Over 45' = 5% of the regular hourly rate, per hour

SECTION 26 - INSULATORS HEALTH HAZARDS FUND

The Employer agrees to deduct two cents (.02) for each hour worked from each person employed under this Agreement (except students) and to remit same to the Insulators Health Hazards Fund, c/o the Local Union once per month in a single lump sum payment together with the monthly dues check-off payment. The Union to supply satisfactory deduction forms suitable to the Employers.

SECTION 27 - ADMINISTRATION OF AGREEMENT

- (A) In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.
- (B) All employers who are signatory to a collective agreement with Local 99, agree to contribute, on a monthly basis, a sum of \$0.15 per hour for all hours worked by all employees performing any of the work as described within this collective agreement to the Insulator Industry Promotion Fund.

REFERENCE AGREEMENT NO. 10.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 254 WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

ARTICLE 4 - HOURS OF WORK

4:1 The maximum of eight (8) hours shall constitute a regular day's work beginning at 8:00 a.m. and ending at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time. In the case of an employee being late for an unjust reason, overtime shall not begin until he has worked 8 hours provided overtime is being worked.

A minimum thirty (30) minute lunch period shall be allowed to all employees unless a longer lunch period is mutually agreed to between the Employer and the Employee.

The maximum regular work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m.

4:2 All overtime performed on Industrial Work as described in Appendix "A" (attached) shall be paid at double (2x) the applicable rate subject to at the time the job/tender closes there are no non-union Mechanical Contractors bidding on the work in question and the Union has been duly informed via the applicable Appendix "C" Employer Notification Form and the Union has responded via the applicable Appendix "D" Union Confirmation Form. At a minimum, the Union will ensure that their Union Confirmation Form will be provided to the C.L.R.A.M. Mechanical Trade Division Contractors no later than 12:00 p.m. (noon) the day prior to the job/tender closing.

If an employee continues to work before an eight (8) hour break occurs, he will be paid at double (2x) time rates until such time as an eight (8) hour break occurs.

4:3 If more than two (2) hours of overtime are worked, the Employer shall supply a hot meal at no cost to the employee after the two hours have been worked, and the same provided every four (4) hours thereafter without any loss of time. If two (2) or more hours of overtime are to be worked, a coffee break of ten (10) minutes without loss of time shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. In the event the employee elects not to take a hot meal the employee shall be entitled to a ten (10) minute break and be paid \$20.00 in lieu of the hot meal and sufficient time to eat.

4:4 Two (2) coffee breaks shall be provided to the employee during the normal eight (8) hour working day provided the break does not exceed ten minutes each.

Employees must not leave their assigned work area, and if found taking longer than ten minutes for any coffee break, they will be warned by the job foreman.

4:5 Shift Work

4:5.1 Where work is to be performed on a pre-planned basis the shifts will be designated and paid on the following basis:

(A) First Shift, Day Shift - eight (8) hours work for eight (8) hours pay.

(B) Second Shift, Afternoon Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus ten (10%) percent premium.

(C) Third Shift, Graveyard Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus ten (10%) percent premium.

4:5.2 Shifts must be of at least two (2) consecutive nights duration. If the shift is only one evening or night, applicable overtime premium will be paid.

4:5.3 All second and third shifts performed between 8:00 a.m. Saturday and regular starting time on Monday, shall be paid at two (2) times the regular rate. In addition a premium of one (1) hour at the regular straight time rate shall be paid, for all these second and third shifts worked.

For clarification purposes:

(a) Shift premium shall be paid on all second and third shifts worked on or through midnight on Friday night up to 8:00 a.m. the following morning.

(b) An employee will receive the applicable overtime premium once 8 hours a day or 40 hours a week have been worked during the scheduled work week.

4:6 For non-industrial work only such overtime shall be paid at the rate of one and one-half (1 1/2x) times the applicable rate Monday to Saturday and double (2x) the applicable rate for all overtime hours worked on Sunday or Statutory Holidays as described within Article 5:1.

ARTICLE 5 - HOLIDAYS AND HOLIDAY PAY

5:1 All work performed on Saturday or Sunday and the following statutory holidays, shall be paid for at double the straight time rate. New Year's Day, Good Friday, Easter Monday, Day declared for celebration of the Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day proclaimed a holiday by the Federal, Municipal, or Provincial Government or the City of Winnipeg.

5:2 When any of the Holidays stated in 5:1 fall on a Saturday or Sunday, they will be observed on the following working day which is not a paid holiday (except Remembrance Day).

5:3 Pay for Vacation with pay shall be six (6%) percent of the total base rate earnings.

5:4 In lieu of paid statutory and government proclaimed holidays, the Employer shall pay four (4%) percent of the total base rate plus vacation pay earnings.

5:5 Each employee shall be entitled to three (3) weeks annual vacation.

5:5.1 An employee employed on northern projects will be entitled to three (3) weeks vacation after he has completed two (2) approved tours of duty.

ARTICLE 6 - PIPING INDUSTRY TRUST FUNDS

6:1 It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Piping Industry Trust Funds as outlined in this Article, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collection of monies. All monies payable to the Trust Funds to be remitted to the Local 254 Piping Industry Trust Funds.

6:2 Unless otherwise specifically set forth in the applicable Trust Agreement the Piping Industry Trust Funds shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that

the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:3 It is agreed that timely contributions to the Trust Funds provided in this Agreement are essential for the protection of the beneficiaries. A duly appointed representative of the Board of Trustees shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Trust Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable in addition to the contributions for the cost of such inspection and audit. It is also agreed that if after a delinquency of thirty days the Employer has failed to remit these contributions to the Trust Funds he will be given notice in writing that these contributions must be paid within seven days. If the Employer fails to make the contributions within the stated seven days, it shall not be a violation of this Agreement for the Union to withdraw the services of its members from such employer.

6:4 Where the trustees for the various funds appoint an administrator to administer the affairs of any trust; the trustees shall prescribe the duties to be performed and the appropriate Trust Fund shall absorb the cost of applicable fees and costs. The administrator shall not have voting rights in respect of the affairs of any Trust.

6:5 Training Fund

6:5.1 The employee and the Employer shall contribute to the Training Fund for all hours earned as set out below.

6:5.2 September 13, 2004

The Employer agrees to deduct and contribute for each employee on the following basis:

- Twelve cents (.12) per hour – Employee Contribution
- Twelve cents (.12) per hour – Employer Contribution

6:6 Industrial Promotion

The objective of Industrial Promotion is to support and promote the advancement of the plumbing, heating, pipefitting and mechanical industry.

The employer agrees to contribute the sum of 44 cents per hour for all hours earned by all employees performing any of the work as described in Article 3 of this Agreement, all contributions will be remitted as per 6.1 of the Article.

6:7 Health and Welfare Fund

6:7.1 In addition to the hourly rate, the Employer and Employees shall contribute to the Local 254 Health and Welfare Fund for all hours earned by the employees performing any of the work as described in Article 3 of this Agreement as follows:

Effective September 13, 2004 – 51 cents per hour Employer Contribution
Effective September 13, 2004 – 37 cents per hour Employee Contribution

Effective May 1, 2005 – 71 cents per hour Employer Contribution
Effective May 1, 2005 - 37 cents per hour Employee Contribution

Effective May 1, 2006 – 91 cents per hour Employer Contribution
Effective May 1, 2006 – 37 cents per hour Employee Contribution

Unless otherwise specifically set forth in the applicable Trust Agreement, the Health and Welfare Plan shall be administered by a Board of Trustees, composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:8 Pension Fund

6:8.1 In addition to the hourly rate, the Employer and Employees shall contribute to the Local Union 254 Pension Fund for all hours earned by all employees performing any of the work as described in Article 3 of this Agreement as follows:

Effective September 13, 2004	\$3.76 Employer Contribution
Effective May 1, 2005	\$3.86 Employer Contribution
Effective May 1, 2006	\$4.00 Employer Contribution

In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

6:8.2 Unless otherwise specifically set forth in the applicable Trust Agreement the Pension Fund shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of the Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:9 Payment of All Trust Fund Contributions

6:9.1 Contributions to all Trust Funds will be made on the basis of full or half hours earned. These contributions shall be submitted monthly on 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 to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trusts Fund", covering all contributions, to the Administrator of the Local 254 Piping Industry Trusts Fund.

6:9.2 The conditions as previously outlined in Article 6, shall apply to this Agreement. Further to this Agreement, the Union agrees that the Construction Labour Relations Association of Manitoba will be notified of any pre-job conference between the Union and an out of province Contractor. At this pre-job conference all the provisions of the above Trust Funds can be clearly explained to the out of province Contractor so that his obligations to all the Piping Industry Trust Funds will be clearly understood.

ARTICLE 14 - WELDING

14:1 All Journeymen Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.

14:2 If the Employer requires any additional examining or testing, or if an existing employee is requested by the Employer to retest for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Employer.

- 14:3 Should an employee's certificate expire while he is in the employ of an Employer party to this Agreement, the cost of the required annual retest and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer forty-five (45) days prior. If the employee quits within forty-five (45) days he will be required to repay the total cost.
- 14:4 When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of testing time paid by the Employer will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Employer.
- 14:5 New hire welders who perform special tests, shall be paid a minimum of four (4) hours pay up to a maximum of eight (8) hours for each successful test.

ARTICLE 17 - TOOLS

- 17:1 The mechanic's tools are his livelihood and should be kept in good condition by the mechanic at all times.
- 17:2 The employee must accept reasonable responsibility for the tools supplied by his Employer and must report the loss of same immediately to his superior.
- 17:3 An employee found misusing company tools shall be held responsible.
- 17:4 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- 17:5 Plumbers and apprentices will supply all necessary tools of their trade up to and including a 10 inch wrench. Steamfitters and pipefitters and their apprentices will supply a 25 foot tape, torpedo level and pliers.

ARTICLE 18 - WAGES

18:1 Base Wage Rates

	September 13, 2004	May 1, 2005	May 1, 2006
Journeyman Apprentice:	\$27.80	\$28.27	\$28.73
40% 1st year	11.12	11.31	11.49
50% 2nd year	13.90	14.14	14.37
60% 3rd year	16.68	16.96	17.24
70% 4th year	19.46	19.79	20.11
80% 5th year	22.24	22.62	22.98

(See Appendix "B" for Employer Total Labour Costs)

It is expressly understood that apprentices indentured before March 1, 1990 will not have their wage rates reduced as a result of this change.

- 18:2 Apprentices shall take the prescribed courses of the Piping Industry Training Committee of Manitoba. If an apprentice fails to successfully complete each course, he shall not qualify for advancement and shall remain at the same rate of pay until he has successfully completed that course.
- 18:3 Wages shall be paid weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this collective agreement) by cash or cheque, or by direct deposit including all vacation

and Statutory Holiday Pay on Thursday, except if a Statutory Holiday falls on Friday, payday will be on Wednesday.

- 18:4 Vacation Pay allowance will be paid to employees weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this collective agreement) on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during the calendar year.
- 18:5 Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.
- 18:6 If an employee is laid off or discharged, the Employer will deliver to the Local's office in Winnipeg by courier within three (3) working days of such layoff or discharge, all wages due to the employee. If the Contractor does not deliver such payment within three (3) working days, a \$50.00 per day penalty will be assessed against the Contractor for each day that it is not delivered.
- 18:7 The Employer agrees to provide each pay period, a complete statement **to** each employee showing separate totals for the following:
Straight time hours paid
Overtime hours paid
Holiday pay
Union Deductions
and all fund contributions and amounts deducted.
- 18:8 On industrial work the minimum rate of wages for General Foremen when responsible for sixty (60) or more Journeymen shall be twenty-five (25%) above the Journeyman's rate. General Foremen responsible for less than sixty (60) Journeymen shall receive fifteen (15%) percent above the Journeyman's rate. The minimum rate for Foremen shall be ten (10%) percent above the Journeyman's rate.
- 18:09 On commercial work the minimum rate of wages for Foremen shall be five (5%) percent above the journeyman's rate.
- 18:10 If the employee has not worked long enough to receive any monies on the regular pay day he shall be entitled to a pay advance equal to seventy-five (75%) percent of the salary earned.

REFERENCE AGREEMENT NO. 11.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND LOCAL UNION 1443 of THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (MILLWRIGHTS) WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 Hours of Work

- i. Nothing herein shall be considered as a guarantee of any hours of work per day or per week.
- ii. Eight (8) hours shall constitute a regular workday (shift).
- iii. Five (5) days Monday to Friday inclusive shall constitute a regular work week.
- iv. A regular workday (shift) may be worked between the hours of 6:00 a.m. and 6:00 p.m.
- v. When an employee is instructed by the Employer to report to a job location for the first time and is then refused work, he shall receive not less than three (3) hours pay at the rate applying for that day or shift.

All Millwrights required to work outside, shall be notified before the end of the previous shift in the event of extreme weather conditions.

When an employee employed by a contractor arrives at his regular place of work, without due notification by the foreman or Employer not to do so and is not placed in employment by the foreman or Employer, for reasons other than inclement weather, the result thereof and/or matters beyond the control of the contractor, he shall be reimbursed a minimum of two (2) hours' pay (provided he remains on the job site for two (2) hours) or if he is asked to remain on the job site for over two (2) hours and under four (4) hours and is not placed in employment by the foreman or Employer, then he shall be reimbursed a minimum of four (4) hours pay.

7.02 Lunch and Coffee Breaks

- i. Employees shall not be required to work more than five (5) hours without a lunch break.
- ii. The lunch break shall be 30 minutes (unpaid) unless otherwise mutually agreed upon.
- iii. An employee shall be allowed one coffee break (10 minutes paid) during the first half of his shift and one coffee break (10 minutes paid) during the second half of his shift (after his unpaid lunch break).
- iv. If more than eight (8) hours are scheduled to be worked the employee shall receive a ten (10) minute break at the conclusion of eight (8) hours of work, further, the employer shall supply a hot meal to the employee after the first ten (10) hours and every four (4) hours thereafter. Sufficient paid time will be allowed to the employee to eat. In lieu of a hot meal and the sufficient time to eat, the employer will pay the employee a twenty (\$20.00) dollar allowance.
- v. Coffee breaks and lunch breaks cannot be combined.

7.03 Overtime

- i. For all overtime hours worked on projects within the scope of this collective agreement the following shall apply:
 - (a) For the first two overtime hours worked Monday through Friday, one and one-half times the straight time rate shall be paid and all remaining overtime shall be paid at two times (2x) the straight rate.
 - (b) All hours worked on Saturday, Sunday or Statutory Holidays as per Article 10 shall be paid at the rate of two times (2x) the straight time hourly rate.
- ii. Except in the case of an emergency an employee required to work overtime will be given two (2) hours notice.
- iii. Overtime premiums shall apply until a clear break of eight (8) hours occurs between shifts.
- iv. Compressed workweek – see Letter of Understanding #4.

7.03.A Shift Work

- i. At the Employers discretion, shift work may be instituted. Shift work shall be defined as work assignments lasting two (2) or more days, all or part of the working time being outside the regular shift.
- ii. All shift work straight time hours shall be paid at the prevailing rate plus 10%.
- iii. The shift premium shall not apply on overtime hours.
- iv.
 - (a) Shift premium shall be paid on all shifts which begin after Midnight Sunday night up to 8:00 a.m. Monday morning.
 - (b) Shift premium shall be paid on all second and third shifts worked through midnight on Friday night up to 8:00 a.m. Saturday morning.
 - (c) In either (a) or (b) above, upon completion of a regular scheduled shift, overtime premium will apply.

ARTICLE 8 - WAGES - HOW PAID

- 8.01 Unless other mutually agreeable arrangements are made between the parties, wages shall be paid on Thursday, on company time every week, by cheque negotiable without charge, or by direct deposit, and not more than one (1) week's pay shall be held back.
- 8.02 The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, union dues, deductions and reasons for deductions, net pay and company name.

ARTICLE 11 - ANNUAL VACATION AND VACATION PAY

- 11.01 The annual vacation will be provided at a time arranged between the Employer and the employee as detailed in the Manitoba Employment Standards Code.
- 11.02 Payment for the annual vacation will be as provided in the above noted Code or on the basis of six (6%) percent of the employee's gross earnings for all hours worked.
- 11.03 (i) Vacation Pay shall be paid every pay period or upon termination of employment, whichever is sooner.

- (ii) Under no circumstances or conditions, shall any employee receive double payment for vacations (i.e. once under the Agreement and once under the Code). The Union and the Local will indemnify and save harmless any Employer if such a claim is made by any Union member.

ARTICLE 12 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 12.01 A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- 12.02 The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He must report the breakage or loss of any of these tools immediately to his superior.
- 12.03 An employee who loses or abuses tools or equipment supplied by the Employer may be held responsible. Any disagreement as to responsibility shall be decided through the grievance procedure.
- 12.04 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- 12.05 The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer. In the case of theft of tools and/or equipment both parties agree to the principle of prosecution.
- 12.06 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 satisfactory to the insurance company can be shown for not having done so.
- 12.07 Journeymen and apprentices shall be required to supply the basic hand tools of the Trade. An apprentice will be required to assemble a set of tools during the period of his apprenticeship.

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

- * 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
 - 1 scriber 2nd YEAR
 - 2 ball peen hammer (1 - 12oz and 1 32 oz) 1st YEAR, 2nd YEAR
 - 1 1lb dead blow 3rd YEAR
 - 1 hack saw 3rd YEAR
 - 1 set of punch and chisels 2nd YEAR
 - 1 pair of tin snips (aircraft type) 2nd YEAR
 - 1 pair of pliers - slipjoint, long nose, diagonal sidecutters 1st YEAR
 - 1 set Allan 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 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, 3rd, 4th YEARS
2 tool boxes 1st YEAR, 3rd YEAR
2 locks 1st YEAR, 3rd YEAR

* The Employer agrees to reimburse an employee fifty (50%) percent for the cost of replacing these tools when they are broken on the job, provided the employee supplies proof of such breakage to the Employer.

- 12.08 When an employee is sent to a job outside the Perimeter Highway and does not use his own vehicle and is required to take his tools, the Employer will transport the tools to and from the site or will absorb the expense for transporting same.
This will only apply where the employee remains on the job for periods of time as set out in this Agreement.
- 12.09 When an employee travels to a job within the Perimeter Highway he will take his tools with him under all circumstances. In all cases where an employee travels by car he will be responsible for transporting his tools.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

- 17.01 When an employee quits, he shall give his Employer one (1) hour's notice and he shall receive his pay on the regular pay day.
- 17.02 When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail to the employee, by registered mail, within three (3) working days of his termination of employment the employee's:
- a) Wages to time of lay off.
 - b) Vacation Pay Allowance.
 - c) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
 - d) Record of Employment.
 - e) Statutory Holiday Pay Allowance.

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

If the Employer prefers, he may pay the man at the time of lay-off or termination.

- 17.03 When an employee is dismissed for cause, the Employer will mail to him his pay records and allowances on the next regular pay day.
- 17.04 When an employee is laid off or terminated he shall be compensated for all time required to gather together and return to the Employer all of the Employer's tools in the charge of the employee.
- 17.05 Employees laid off or terminated on out-of-town jobs shall be given an advance on the wages due to them sufficient to cover their travel expenses home provided only that sufficient funds are due to them under the terms of this Agreement to cover the amount of the necessary advance.
- 17.06 If 17:02 is not complied with, 8 hour pay at the straight time rate shall be paid to the employee for each 24 hour period the cheque is late.

ARTICLE 20 - APPRENTICES AND APPRENTICES WAGES

- 20.01 The scale of wages for all apprentices indentured 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 sixteen hundred (1600) hours actually worked.
- 20.02 Apprentices shall take the prescribed courses established by the Apprenticeship Division, Department of Education. 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.
- 20.03 All registered apprentices are required as a condition of their employment and as a condition of their membership in the Union to attend the regularly scheduled apprenticeship courses established by the Department of Education when called upon to do so by the Department of Labour and any failure to attend when so called will be the subject of disciplinary action by both the Union and the Employer.
- 20.04 The parties hereto agree that it is necessary that an ample supply of apprentices be trained to meet the needs of the industry. They also recognize that the nature of the work in hand dictates the practical limits on apprentice/journeyman ratios. Therefore, when Millwright Apprentices or prospective Millwright Apprentices are available, the Union and the employer will discuss their employment and every reasonable effort will be made to employ as many apprentices as is practical having regard for the needs of the industry and the nature of the job, and as is consistent with good job training practice.
- 20.05 The number of apprentices for each Employer shall be established by a ratio of one (1) apprentice for every three (3) Journeymen employed.

ARTICLE 21 - WAGES

21.01 Journeyman Millwright: Regular Hourly Rate

Date of Signing, 2004	May 1, 2005	May 1, 2006
\$25.67	\$26.29	\$26.87

Millwrights will be required to take orders, directions and instructions from the respective Millwright foreman, job superintendent or other representative of the Employer but, except in the case of emergency, orders will be channeled through the Millwright foreman whenever possible.

Millwright foremen shall be paid ten (10%) percent above the journeyman rate to the nearest nickel. In the event of computing this ten (10%) percent the result ends in two and one-half (2 1/2) cents or seven and one-half (7 1/2) cents the per hour rate shall be at the next highest nickel.

Foremen: He shall be a Journeyman and member of Local Union 1443. 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.

General Foreman: On industrial jobs requiring three (3) foremen, the Employer shall appoint a General Foreman. The General Foreman shall be a journeyman member of Local Union 1443 and will not be required to work with the tools.

On industrial work the minimum rate of wages for General Foremen when responsible for sixty (60) or more Journeymen shall be twenty-five (25%) percent above the Journeyman's rate. General

Foremen responsible for less than sixty (60) Journeymen shall receive fifteen (15%) percent above the Journeyman's rate. The minimum rate for Foremen shall be ten (10%) percent above the Journeyman's rate.

ARTICLE 22 - MILLWRIGHT TRUST FUNDS

22.01 It is mutually agreed that each Employer signatory to this Agreement or employing men under the terms of this Agreement, shall contribute to the Millwright Industry Funds as outlined in this Article and each man employed under this Agreement shall also contribute as outlined.

The Millwright Industry Trust Funds shall be administered by a Board of Trustees as outlined in the applicable Health & Welfare, Pension and Trade Trust Fund Documents.

Contributions to all Millwright Trust Funds shall be remitted for each hour earned for each employee hired under the terms of this Collective Agreement. These contributions shall be submitted monthly on the forms supplied by the Trust Funds Administrator, on or before the 21st day of the month following the month for which such contributions are payable.

(i) Health & Welfare Trust Fund:

The Employer shall contribute the amounts detailed below for each Journeyman as follows:

Date of Signing, 2004	\$1.49 per hour earned
May 1, 2005	\$1.58 per hour earned
May 1, 2006	\$1.71 per hour earned

(ii) Pension Trust Fund:

The Employer shall contribute the amounts detailed below for each Journeyman as follows:

Date of Signing, 2004	\$4.25 per hour earned
May 1, 2005	\$4.25 per hour earned
May 1, 2006	\$4.25 per hour earned

Pension Contributions for Apprentices shall be based on the following formula:

1 st Year	50% of Journeyman contribution
2 nd Year	60% of Journeyman contribution
3 rd Year	70% of Journeyman contribution
4 th Year	80% of Journeyman contribution

(iii) Trade Trust Fund:

Each Employee shall contribute the amounts detailed below:

Date of Signing, 2004	\$0.05 per hour earned
May 1, 2005	\$0.05 per hour earned
May 1, 2006	\$0.05 per hour earned

22.02 Industry Promotion Fund

In order that the terms and provisions of this Collective Agreement be applied in a more equitable manner, the Union and the Employer agree that all employers who are not members of the Millwright Contractors Trade Division of the Construction Labour Relations Association of Manitoba shall contribute an amount in cents per hour, as specified below, to the Millwright Industry Promotion Fund:

Effective Date of Signing, 2004 at the rate of ten (10¢) cents per hour.

ARTICLE 24 – WELDING ARTICLE

24.01 Welders:

- (i) Workmen referred to the Employer to perform welding work shall hold a current C.W.B. ticket.
- (ii) An employee whose C.W.B. certification expires while in the employ of an employer as a welder shall take the test to re-certify on the employers time. If the employee quits 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 (this shall not be applicable to permit welders).
- (iii) The Employer shall supply welders with:
 - Welding gloves
 - Welding goggles
 - Arc welding helmet
 - Replaceable glass shields for helmet
 - Welding sleeves or jacket
 - Fire proof coveralls if required by Contractor's client

REFERENCE AGREEMENT NO. 12.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND LOCAL UNION 511, SHEETERS, DECKERS & CLADDERS SECTION OF THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8:01 Nothing contained herein shall be construed as a guarantee of hours of work per day or per week.

8:02 The hours of work and overtime provisions shall be:

- (a) Straight time for the first forty (40) hours worked Monday to Friday in any calendar week within the area covered by THE GREATER WINNIPEG AND MAJOR BUILDING CONSTRUCTION WAGE SCHEDULE and forty-four (44) hours outside of this area.
- (b) Time and one-half for the next ten (10) hours worked in any calendar week excluding Saturdays, Sundays, and holidays listed in this Agreement.
- (c) Double time for all hours worked thereafter in that calendar week and for Saturdays, Sundays, and the holidays listed in this Agreement.
- (d) No more than eleven (11) hours will be worked at straight time rates in any one day.
- (e) Eight (8) hours shall constitute a normal work day in the area covered by the Greater Winnipeg and Major Building Construction Wage Schedule and nine (9) hours Monday through Thursday and eight (8) hours on Friday shall constitute a normal work day outside of this area. Make up time will be allowed for any reason at straight time rates on a voluntary basis, not to exceed eleven (11) hours per day up to the total allowable straight time hours per week as per Article 8:02 (a).

Conditions Applicable To All Work No Matter Where Situated.

- (f) The parties to this agreement agree to work in a co-operative fashion when dealing with any alleged violations of Article 8.

8:03 Premium Shift Work

- (i) Premium shift hours shall be defined as those straight time hours worked beyond the limits to which the regular shift working hours may be expanded or adjusted under Clause 8:02 (e), by means of starting fresh work crews in lieu of working with the original work crews at overtime rates.
- ii) A premium of ten percent (10%) of the regular straight time rate will be paid for any shift work defined as an "afternoon shift" (4 p.m. to 12:30 a.m.) or a "midnight shift" (12 a.m. to 8:30 a.m.).
- iii) Overtime payment for shift work shall be in accordance with the provisions set forth in subsection 8:02 (b) as is applicable due to the location or classification of the work.
- iv) For purposes of computing overtime premium applicable for Saturday, Sunday or 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.

- v) The starting and quitting time for shift work will be decided by the Employer.
- vi) Except in the case of an emergency the Union will be notified when shift work is worked.

8:04 Alterations, Maintenance, Repair and Service Work

All maintenance work (described and agreed between the parties to this Agreement as the servicing, repairing and replacement of equipment in the field) on Saturday shall be paid for at the rate of time and one-half for eight (8) hours, double time thereafter.

8:05 Starting and Quitting Time

Workers will be at their place of work at the regular starting time and shall remain until regular quitting time. A suitable signal shall give all starting and quitting times.

8:06 Lunch Period

A thirty (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the Employees.

8:07 Overtime Lunch Provided by Employer

Where an employee has not been advised prior to reporting for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's (1) work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least a one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

8:08 Coffee Breaks

An opportunity will be allowed for employees to partake of non-alcoholic drinks at their work stations twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. Any employee working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege.

ARTICLE 10 - WAGES - HOW PAID

10:01 Wages shall be paid weekly or bi-weekly by cash, direct deposit or cheque. All expenses money (i.e., board and room, travel expense) to be paid not less than once weekly.

10:02 The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

ARTICLE 13 - ANNUAL VACATION AND VACATION PAY

- 13:01 The annual vacation will be provided at a time arranged between the Employer and the employee as detailed in the Manitoba Employment Standards Code.
- 13:02 (a) Payment for the annual vacation will be as provided in the above noted Act or on the basis of six (6%) percent 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 earning at the overtime premium hourly rate for all overtime hours worked.
- (b) Should the percentage paid in respect of Vacation Pay be amended in the Collective Agreement between Sheet Metal Workers and the Sheet Metal Trade Division of the Construction Labour Relations Association of Manitoba, then the percentage specified in 13:02 (a) of this Agreement will also be amended to conform with this change effective the date such change is made in the Sheet Metal Agreement.
- 13:03 Vacation pay allowance will be paid to employees weekly or bi-weekly 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 Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during that calendar year.

ARTICLE 14 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF:

- 14:01 A mechanic's tools are his/her means of livelihood and must be kept in good condition at all times.
- 14:02 The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He/she must report the breakage or loss of any of these tools immediately to his/her superior. An employee found misusing company tools may be held responsible for same.
- 14:03 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- 14:04 The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer. 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.
- 14:05 Journeymen and apprentices shall be required to supply the ordinary hand tools of the Trade. They shall be:
- 1 - pair of straight snips
 - 1 - pair tinner snips left hand
 - 1 - pair tinner snips right hand
 - 1 - tinner hammer
 - 1 - pair vice grips standard jaw
 - 1 - pair vice grips wide jaw
 - 1 - flat screwdriver
 - 1 - 25' tape measure
 - 1 - crescent wrench 10"
 - 1 - 4' Level

ARTICLE 16 - STANDARD OF WORK AND LIMITATIONS

- 16:01 There shall be no limit on production of workers nor restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.
- 16:02 It is agreed that the Union, so far as it lies in its power, will not allow its members to contract for any work on a labour basis. Further, the Union will not allow the members to work for an Employer not signatory to this Agreement for less wages and benefits than set forth in this Agreement.
- 16:03 Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, or holidays at less than the overtime rates prescribed herein.
- 16:04 Disciplinary action is to be taken by both Union and the Employer against any infraction to this Section.

Definition: A "production incentive plan" is a plan whereby an employee or crew are guaranteed the wage rates and all other benefits provided for elsewhere in this Agreement as a minimum but whereby they can earn additional bonus payment by increasing their productivity.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

- 19:01 When an employee quits, he/she shall give his/her Employer one (1) hour's notice and he/she shall receive his/her pay on the next regular day on which his/her pay is due. The Employer agrees to grant exceptions to this clause for valid compassionate grounds.
- 19:02 When an employee is laid off, the Employer shall give the employee one (1) hour's notice with pay to allow the employee sufficient time to clean and pack his/her tools and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his/her termination of employment the employee's:
- (a) Wages to time of lay off.
 - (b) Vacation Pay Allowance.
 - (c) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
 - (d) Statutory Holiday Pay Allowance.
 - (e) Completed Record of Employment form as required by the Employment Insurance Commission

If the employee prefers, he/she may inform the Employer when he/she leaves the job site that he/she will pick up the above items at the Employer's office in the afternoon of the second working day after his/her employment was terminated.

- 19:03 When an employee is dismissed for cause, the Employer will mail to the employee his/her pay records and allowance on the next regular pay day.

ARTICLE 23 - WAGES, FUNDS, AND CLASSIFICATIONS

- 23:01 Classifications:
- (A) Journeyman: A worker whom has accumulated a minimum of 7,500 hours working at the trade and holds a valid Certificate of Qualification issued by the Province or the Sheeter/Decker training committee, hereinafter referenced to as the S.D.T.C.

- (i) Journeyman "A" classification shall encompass all work of 200 squares of metal wall panels, insulated roof panels, and roof deck over 500 squares.
 - (ii) Journeyman "B" classification shall encompass all work under 200 squares of metal wall panels, insulated roof panels, and roof deck under 500 squares and all packaged building systems.
- (B) Material Handler: A worker whom has accumulated a minimum of 6,000 hours working at the trade of Sheeter/Decker.
 - (C) Trainee IV: A worker whom has accumulated a minimum of 6,000 hours working at the trade, and has successfully completed the Level III Sheeter/Decker requirements as determined by the S.D.T.C.
 - (D) Trainee III: A worker whom has accumulated a minimum of 4,500 hours working at the trade, and has successfully completed the Level II Sheeter/Decker requirements as determined by the S.D.T.C..
 - (E) Trainee II: A worker whom has accumulated a minimum of 3,000 hours working at the trade, and has successfully completed the Level I Sheeter/Decker requirements as determined by the S.D.T.C.
 - (F) Trainee I: A worker whom has accumulated a minimum of 1,500 hours working at the trade, and has successfully completed a basic safety program approved by the S.D.T.C.
 - (G) Probationary: A worker with no previous experience and has less than 1,500 hours worked at the trade.

23:02 Wages:

(A) Percentages:

- (i) Journeyman (B)85% of Journeyman rate.
- (ii) Material Handler75% " "
- (iii) Train IV 80% " "
- (iv) Train III 75% " "
- (v) Train II 65% " "
- (vi) Train I 55% " "
- (vii) Prob 45% " "

(B) Wage Rates:

	May 1, 2004	May 1,2005	May 1,2006
JRY A	25.40	25.75	26.10
JRY B	21.59	21.89	22.19
MAT	19.05	19.31	19.58
TR 4	20.32	20.60	20.88
TR 3	19.05	19.31	19.58
TR 2	16.51	16.74	16.97
TR 1	13.97	14.16	14.36
PROB	11.43	11.59	11.75

(C) Ratio:

1. Material Handler: A minimum of one Journeyman must be employed on each job before any Material Handler is employed.

2. Trainee's: A minimum of one Journeyman must be employed on each job for every three Trainee's employed.
3. No ratio applies to Level 4 Trainees.

(D) Chargehand Premium

- (i) When the Employer places a workman in charge of the production of other workers and delegates to him/her the general supervision of a job or project the workman shall receive a Chargehand Premium of an additional \$2.00 per hour.

23:03 Funds:

- (A) The Union and Employer hereby agree to contribute to a Health and Welfare Plan and Pension Fund to be administered by mutual agreement. The Employer and the employee will contribute the amounts outlined in 23:03 (B) for each hour worked by each employee covered under the terms of this Agreement.

Payments and reporting forms for both of these funds to be received by the Administrator of the Sheet Metal Workers and Roofer's Health and Welfare and Pension Trust Funds not later than the tenth (10th) of the month following the month for which contributions were made.

The Employer agrees to be bound by and to have assented to the terms of a Health and Welfare Trust Agreement made as of January 1, 1996, and a Pension Trust Agreement made as of January 1, 1996, resulting from the amalgamation of Trusts representing the Sheet Metal Workers International Association, Local Union 511, Construction Sheet Metal Section (formerly Sheet Metal Workers' Local Union 511 Health and Welfare and Pension Trust Funds) and the Sheet Metal Workers' International Association, Local Union 511, Roofing and Sheeters, Deckers and Cladders Sections (formerly Roofers and Flashers Local Union 511 Health and Welfare and Pension Trust Funds) and as amended from time to time, between the Union and the Association as defined in the Trust Agreement and other Employers.

The Employer and employee further agree to contribute to the Administration Fund and Training Fund as outlined in 23:03 (B) effective May 1, 2004.

- (i) Administration Fund shall include the following:
 - a) Building Trades5 cents / hour
 - b) Benevolent Fund.....2 cents / hour
 - c) Western Conference1 cents / hour
 - d) Market Recovery.....25 cents / hour
 - e) Administration52 cents / hour
57 cents/ hour May 1,2005

(B) Fund Contributions:

FUND	May 1, 2004	May 1, 2005	May 1, 2006
Pension:	\$2.10 ER \$0.50 EE	\$2.25 ER \$0.50 EE	\$2.35 ER \$0.50 EE
Health & Welfare	\$0.65 ER \$0.45 EE	\$0.70 ER \$0.45 EE	\$0.75 ER \$0.45 EE
Training:	\$0.15 ER \$0.05 EE	\$0.15 ER \$0.05 EE	\$0.15 ER \$0.05 EE

Administration: \$0.85 ER \$0.90 ER \$0.90 ER

23.04 Payments and reporting forms for all of the Funds listed in Article 23 to be received by the Administrator (Local 511) not later than the tenth (10th) of the month following the month for which contributions are applicable.

Sheeter Decker Cladder Industry Promotion Fund:

The objective of the Sheeter Decker Cladder Industry Promotion Fund is to support and promote the advancement of the sheeting, decking and cladding industry.

The Employer agrees to contribute the sum of fifteen (15) cents per hour for all hours worked by all employees performing any of the work as described in Article 2 of this Agreement, all contributions will be remitted as per Article 23:03 of this Agreement.

The parties agree to co-sign the following Letter between the parties:

The Fund Administrator (currently Coughlin & Associates Ltd.) shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the Local 511, a detailed listing of all contributing employers and the total amount of hours worked for each employer for the following remittances.

The Fund Administrator shall distribute on a monthly basis to the Local 511, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of ten (10) cents per man hour worked based on the total contributions received.

WAGES:

The parties agree to determine what the annual average gross dollar settlement of the following C.L.R.A.M. Trade Division Collective Agreements is and then provide the annual average gross dollar settlement to the Journeyman rate for this Collective Agreement for each applicable year effective May 1, 2004, May 1, 2005 and May 1, 2006.

It is understood that the "average gross dollar settlement" is a summation of the following items: base wage rate + 6% vacation pay + 4% Legal Holiday Pay + Employer Pension Contribution + Employer Health and Welfare Contribution + Employer Training Contribution + Employer Industry Promotion Fund Contribution DIVIDED BY THE NUMBER OF ** AGREEMENTS SETTLED BY JUNE 1, 2004, AGAIN ON OCTOBER 1, 2004 AND THEN ON MAY 1, 2005 AND MAY 1, 2006.

The ** Agreements to be consulted shall be as follows: Sheet Metal; Mechanical; Refrigeration; Insulators; Carpenters; Drywall; Labourers; Marble/Tile/Terrazzo; Sheeter Decker Cladder; Roofing; Operating Engineer (all 3 Trade Divisions); Ironworker Structural Steel; Ironworkers Reinforcing Steel; Millwright; Electrical; Floor Covering.

Effective May 1, 2004, the parties agree to implement the attached Wage Schedule which will be replaced by the average gross settlements on June 1, 2004, October 1, 2004, May 1, 2005 and May 1, 2006.

23.04 Payments and reporting forms for all of the Funds listed in Article 23 to be received by the Administrator (Local 511) not later than the tenth (10th) of the month following the month for which contributions are applicable.

ARTICLE 24 - TRADE IMPROVEMENT COURSES

24:01 The parties agree to develop a Sheeter, Decker Training Program to meet industry standards and national objectives.

24:02 The Sheeter, Decker Trainee Committee shall consist of up to three (3) representatives of the employee and three (3) representatives of the employers.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25:01 The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

25:02 Sections 83, 84, and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.

25:03 In the event of a technological change by a particular Employer that particular Employer shall at the written request of the Union assist his employees affected by the technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the training committee (or Joint Labour/Management Committee) specifying what sort of retraining will be required to adjust to the technological change. The Union and the Employers, acting through their respective organizations will then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from Employment and Immigration Canada, The Manitoba Department of Labour and the Manitoba Department of Education.

ARTICLE 28 - ADMINISTRATION OF AGREEMENT

28:01 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice a year for the purpose of discussing mutual problems and matters of interest.

28:02 Each Employer shall contribute an amount in cents-per-hour, as specified by the Construction Labour Relations Association of Manitoba, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Construction Labour Relations Association of Manitoba.

REFERENCE AGREEMENT NO. 13.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND LOCAL UNION 511, OF THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8:01 Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work.

8:02 Conditions applicable to work within the Greater Winnipeg Thirty (30) Mile Zone, Major Construction Projects, the City of Portage La Prairie, the City of Brandon, the Town of The Pas, and the area of the Province of Manitoba, north of the 54th degree of north latitude.

(A) Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.

(B) Except as otherwise herein expressly provided:

(i) If more than the recognized daily hours are worked in any one (1) shift Monday to Friday, the first two (2) hours of such overtime shall be paid for at one and one-half (1 1/2x) the regular straight time hourly rate. All additional hours worked beyond the first two (2) hours of overtime shall be paid for at the rate of double (2x) the regular straight time hourly rate.

(ii) Work done on Saturdays, Sundays or on the holidays specified in ARTICLE 12 of this Agreement shall be paid at double (2x) the regular straight time hourly rate.

(C) (i) The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.

(ii) The normal working shift in excess of (i) above, the normal working day and/or the normal working week can be adjusted on any project by mutual consent of the employee, Union and Employer.

(D) Notwithstanding (A), (B), and (C) above, where a majority of the affected employees agree, four (4), ten (10) hour days may be worked (a compressed workweek) and constitute a regular shift between the hours of 6:00 a.m. and 6:30 p.m. any Monday to Friday. Overtime shall be paid in accordance with (B) above.

When a Statutory Holiday as defined in Article 12 falls during a compressed workweek, the work schedule for that week shall change to four (4) eight hour work days.

8:04 Conditions applicable to all work no matter where situated.

(A) Premium Shift Work:

(i) Shift Work shall be defined as a variance from the regular hours of work and the regular overtime rates.

- (ii) No hours between 0:01 a.m. Saturday, until 12:00 Midnight Sunday and from 0:01 a.m. on the Statutory Holiday until Midnight on the Holiday shall be included in shift work.
- (iii) (a) All hours extending from the end of the regular shift to the hour of 12:00 Midnight shall be paid .066 for each hour worked on that shift.
- (b) All hours worked from Midnight until termination of the shift shall be paid .142 for all hours worked on that shift up to 8:00 a.m.
- (c) No shift work premium will be applicable on hours for which overtime premiums are paid.

(B) Alterations, Maintenance, Repair and Service Work:

All maintenance work (described and agreed between the parties to this Agreement as the servicing, repairing, and replacement of equipment in the field or shop) on Saturday, shall be paid for at the rate of time and one half for eight (8) hours, double time thereafter.

Plant relocations may be carried out on Saturday at time and one-half as a special project.

The Union Office will be advised in advance of the nature and scope of the special project.

(D) Lunch Period:

A thirty (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the Employees.

(E) Overtime Lunch Provided by Employer:

Where an employee has not been advised prior to reporting for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

(F) Coffee Breaks:

An opportunity will be allowed for employees to partake of non-alcoholic drinks at their work stations twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. Said "coffee breaks" shall not exceed ten (10) minutes duration. Any employee working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege.

ARTICLE 10 - WAGES - HOW PAID

- 10:01 Wages and expense money shall be paid weekly or bi-weekly by cash or cheque or by direct deposit.
- 10:02 The Employer shall provide a separate detachable slip, showing the company's name, date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay.

ARTICLE 13 - ANNUAL VACATION AND VACATION PAY

- 13:01 The annual vacation will be provided at a time arranged between the Employer and the employee as detailed in the Manitoba Employment Standards Code.
- 13:02 Payment for the annual vacation will be on the basis of six (6) percent of the employees gross wages as defined in Article 12:03.

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 Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation with pay owing to the employee as provided by the Manitoba Employment Standards Code and double payment, once under the Agreement and once under the Code is not to occur.

ARTICLE 14 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 14:01 A mechanic's tools are his/her means of livelihood and must be kept in good condition at all times.
- 14:02 The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He/she must report the breakage or loss of any of these tools and equipment immediately to his/her superior. An employee found misusing company tools and equipment may be held responsible.
- 14:03 Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- 14:04 The Employer will be responsible for compensation for tools and equipment destroyed by fire or lost by breaking and entering from a storage place provided by the Employer. Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss satisfactory to the insurance company.
- 14:05 Journeymen, Helpers and Apprentices shall be required to 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 Article 14 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 considered to be:

Standard List:

		APPRENTICES				JOURNEYMEN
		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 & Widenose	x	x	x	x	x
7)	flat screwdrivers (2 sizes)	x	x	x	x	x
8)	1 square point screw- driver (robertson #6 and #8)		x	x	x	x
9)	1 Phillips screw- driver (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)	10" adjustable wrench (crescent)		x	x	x
14)	cold chisel		x	x	x
15)	12" spirit level			x	x
16)	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
20)	1 set hexagon keys allen keys)			x	x
21)	1 hand punch (small whitney)				x

ARTICLE 16 - STANDARD OF WORK AND LIMITATIONS

- 16:01 There shall be no limit on production of workmen nor restriction of the full use of proper tools or equipment and there shall not be any task work or piece work.
- 16:02 It is agreed that the Union, so far as it lies in its power, will not allow its members to contract for any work on a labour basis. Further, the Union will not allow the members to work for any Employers not signatory to this Agreement for less wages and benefits than set forth in this Agreement.
- 16:03 Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer, nor will they work for other Employers on Saturdays, Sundays, or holidays at less than the overtime rates prescribed herein.
- 16:04 Disciplinary action is to be taken by both Union and the Employer against any infraction of this Section.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

- 19:01 When an employee quits, he/she shall give his/her Employer one hour's notice and he/she shall receive his/her pay on the next regular day on which his/her pay is due. The Employer agrees to grant exceptions to this clause for valid compassionate grounds.
- 19:02 When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him/her sufficient time to clean and pack his tools and the company tools supplied to him/her and leave the job site. The Employer will mail to the employee, by registered mail, within two (2) working days of his/her termination of employment the employee's:
- a) Wages to time of lay off.
 - b) Vacation Pay Allowance.
 - c) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
 - d) Record of Employment. (ROE)
 - e) Statutory Holiday Pay Allowance.

If the employee prefers, he/she may inform the Employer when he/she leaves the job site that he/she will pick up the above items at the Employer's office in the afternoon of the second working day after his/her employment was terminated.

- 19:03 When an employee is dismissed for cause, the Employer will mail to him/her his/her pay, records, and allowances on the next regular pay day.
- 19:04 The Employer shall inform the Union when a bargaining unit employee(s) is laid off. When an employee by mutual consent is transferred to a different Employer signatory of this Collective Agreement, the Companies must notify the Union in cases where responsibility for the payment of wages and benefits change.

ARTICLE 22 - WAGES

22:01 The Employers undertake to make the following contributions monthly, to the Administrator of the Fund, not later than the tenth (10th) day of the month following the month to which the contributions are applicable.

By signing this Agreement, the employer agrees to be bound by and to have assented to the terms of a Sheet Metal Workers' and Roofers' Health and Welfare Trust Fund Agreement made as of January 1, 1996, and the Sheet Metal Workers' and Roofers' Pension Trust Fund Agreement made as of January 1, 1996, and as amended from time to time, between the Union and Employers associated with MASMAHC and all other Employers.

The Employer and the employees will contribute the following amounts to the Sheet Metal Workers and Roofers Employee Benefit Funds for each hour worked by each employee covered under the terms of the Agreement:

(A) To the Sheet Metal Workers' and Roofers' Pension Fund:

	<u>EMPLOYER</u>	<u>EMPLOYEE</u>
	<i>Effective: Date of Signing, 2004</i>	
Journeyman	50¢/hr.	\$2.10/hr.
New Journeyman	50¢/hr.	\$1.89/hr.
4th Apprentice	50¢/hr.	\$1.58/hr.
3rd Apprentice	50¢/hr.	\$1.26/hr.
2nd Apprentice	50¢/hr.	\$1.05/hr.
1st Apprentice	50¢/hr.	\$0.95/hr.
Welder 1	50¢/hr.	\$1.79/hr.
Welder 2	50¢/hr.	\$1.58/hr.
Welder 3	50¢/hr.	\$1.37/hr.
Pre Apprentices	50¢/hr.	\$0.74/hr.
Classified Shop Worker	50¢/hr.	\$0.84/hr.

Effective Date of Signing, 2004– 50¢/hr. Employer Contribution.
 Effective May 1, 2005 - 55¢/hr. Employer Contribution
 Effective May 1, 2006 - 60¢/hr. Employer Contribution

(B) To the Sheet Metal Workers' and Roofers' Health & Welfare Fund:

	<u>EMPLOYER</u>	<u>EMPLOYEE</u>
Effective Date of Signing, 2004	\$.60/hr.	\$.45/hr.
Effective May 1, 2005	\$.60/hr.	\$.52/hr.
Effective May 1, 2006	\$.60/hr.	\$.60/hr.

22:02 Journeymen Sheet Metal Workers Wages shall be:

<u>Date of Signing, 2004</u>	<u>May 1, 2005</u>	<u>May1, 2006</u>
\$28.30	\$28.85	\$29.64

22:03 (A) Apprentice/Pre-Apprentice

Registered pre-apprentices and apprentices shall be paid the schedule of wages based on percentages of Journeyman Sheet Metal Workers scale set as follows:

Pre-Apprentice 35% first 500 hours

Apprentice
 First year 45% next 1800 hours

Second year 50% next 1800 hours
Third year 60% next 1800 hours
Fourth year 75% next 1800 hours
New Journeyman 90% next 3600 hours

NOTE: Classified Worker at 40% of Journeyman rate within Article 22:03 (c).

All pre-apprentices shall be registered with the Union and be given the first priority when a new apprentice is indentured into the industry. The maximum hours a pre-apprentice shall remain in this classification is 500 hours. Upon completion of 500 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 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.

The employers agree that every apprentice shall receive adequate shop and field experience to allow him to master all aspects of his trade. Any complaints regarding apprentice training shall be referred to the Joint Conference Board for resolution.

(B) Welder

The following pay scale shall apply to Shop and Field welders:

Shop Welders Class 1 Wages = 85% of Journeyman Sheet Metal Workers Wage.
(Must hold one ticket in SMAW, GTAW and GMAW as per ANSI/AWS D9.1 welding code).

Shop Welders Class 2 Wages = 75% of Journeyman Sheet Metal Workers Wage.
(Must hold a minimum of one CWB Sheet Metal ticket as per ANSI/AWS D9.1 welding code).

Shop Welders Class 3 Wages = 65% of Journeyman Sheet Metal Workers Wage.

All Journeyman Sheet Metal Workers employed as welders shall be paid Journeyman rate of pay.

(C) Classified Shop Workers (shop assistants)

Classified shop workers shall be paid a minimum of 40% of Journeyman rate. All contributions to the pension plan shall be calculated as follows:

$(\text{employee wage} - \text{Journeyman wage}) \times (\text{journeyman pension contribution}) = \text{employee pension contribution.}$

(D) Students - defined as workers who return to school or University after no more than three months employment between the dates of May 1st and August 31st, shall be hired under the terms of Section 20 in any category set forth in this Agreement. The ratio set forth elsewhere in this agreement for permanent employees shall not apply to students. Students will not be required to join the Union but will pay dues in accordance with the terms of this Agreement. The number of students employed by the employer shall not exceed one for each shop and one additional student for each ten (10) regular employees employed by that firm.

Students shall be paid a minimum of \$8.50 per hour.

22:04 Workers Ratio

It is agreed by the parties hereto that a ratio of apprentices, pre-apprentices and classified shop workers shall be maintained as set by the following conditions.

- (i) When the employer employs one (1) working Journeyman, or is himself a working journeyman, he may employ one (1) apprentice. Once three (3) journeymen and three (3) apprentices are hired, the employer may hire one pre-apprentice. Classified shop workers may be employed in the shop only. The combination of classified shop workers and apprentices shall not exceed four workers per Journeyman and a minimum of one registered apprentice for every three (3) classified shop workers must be maintained in the shop. At least one apprentice must be employed in the shop before any classified shop worker is hired.
- (ii) Welder: No ratio is applicable to welders but the employers agree that, while welders may do other work incidental to their trade, this category will not be used to subvert the intent of the workers ratio system. NOTE: The parties hereto agree that the maximum number of apprentices employed in the field shall not exceed one apprentice for each journeyman employed and the maximum number of classified shop workers and/or apprentices employed in the shop will not exceed four apprentices or classified shop workers for each shop journeyman employed.

22:05 It is agreed that no workman shall suffer a reduction of his hourly rate and/or working conditions due to the signing of the Agreement.

22:06 Chargehand Premium:

When the Employer places a workman in charge of the production of other workers and delegates to him the general supervision of a job or project the workman shall receive the following premium:

When in charge of at least 2 other men and up to 4 men - 3%/hr.
When in charge of at least 5 other men and up to 10 men – 5%/hr.
When in charge of at least 11 other men & up to 20 men – 7%/hr.
When in charge of twenty-one men and over – 10%/hr.

(Above the workman's regular rate of pay.)

The above premiums are to apply whenever a workman is placed in charge of other men for more than one week and shall be computed on the weekly average of men supervised. Transfer of duties from one job to another shall not require commencement of a separate qualification period.

ARTICLE 23 - TECHNOLOGICAL CHANGE

- 23:01 The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.
- 23:02 Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.
- 23:03 In the event of a technological change by a particular Employer, that particular Employer shall at written request of the Union assist his employees affected by the technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the Joint Conference Board specifying what sort of re-training will be required to adjust to the technological change. The Union and the Employers, acting through their respective organizations will then take action to get any re-training program recommended by the Committee instituted utilizing the assistance available from Canada Manpower, the Manitoba Department of Labour and the Manitoba Department of Education.

ARTICLE 24 - TRADE IMPROVEMENT COURSES

- 24:01 The parties agree to implement a Safety Training Program to be delivered to each employee once every 24 months. The time, location, hourly duration and delivery of the Training Program will be recommended by the Sheet Metal Training Trust Fund Board of Trustees.
- 24:02 Any Journeyman may have his wages reduced to a New Journeyman rate by his employer, if by mutual consent and in consultation with the Union, is found to be under performing in his duties. A suitable period of time for upgrading will be mutually negotiated. A review of the Employee's performance will take place, if applicable, every six (6) months.
- 24:03 The decision of the Joint Conference Board will not be subject to review or challenge.
- 24:04 Any man who refuses to take such a course as established by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce his wage rate by ten (10%) percent until such time as he takes and passes the prescribed course. Such men will be the first laid off when the Employer reduces his work force and qualified tradesmen will have preference when Employers are hiring.
- 24:05 Any employee who takes the prescribed course and fails will re-appear before the Joint Conference Board who will either recommend a reduction in his pay or recommend that he take a further course of training.
- 24:06 In order to promote increased qualification in the trade, men who are attempting to upgrade themselves by taking prescribed courses shall be continued in employment as long as is possible, but they shall not have preference of employment over fully qualified tradesmen.
- 24:07 This Section will not apply to registered Indentured Apprentices.
- 24:08 For the guidance of the Joint Conference Board the parties to this Agreement recommend the following guidelines:
- (A) It is the intent that the Joint Conference Board when acting on matters under this clause will maintain equal voting rights for management and labour.
 - (B) No casting vote will reside with the chairman.
 - (C) In the event of a tie vote no action will be proceeded with.
 - (D) In making decisions under this clause the Board will bear in mind that only those men whose performance at their trade will benefit from the trade improvement courses which can be available will be assigned to same (i.e. if the problem is purely one of age no action will be taken).

ARTICLE 27 - SHEET METAL INDUSTRY FUND - EMPLOYER CONTRIBUTION

- 27:01 Six cents (6¢) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Sheet Metal Industry Fund.
- 27:02 These monies will be remitted to the Fund by the tenth (10th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form and subsequently remitted to the Manitoba Association of Sheet Metal & Air Handling Contractors Inc. (MASMAHC).
- 27:03 It is agreed that the Fund will be used to finance the operation of MASMAHC or its successor, and other programs such as: education, training, research and promotion, programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of

Employers, stabilize and improve employer union relations and promote, support and improve the training and employment opportunities for employees. No part of these funds shall be used for political or anti-Union activities.

- 27:04 The Fund shall be administered by the Executive or MASMAHC and disbursements shall be made at the sole discretion of the MASMAHC Executive in accordance with Article 28:03, or other programs which may from time to time be approved by MASMAHC.

ARTICLE 28 - ADMINISTRATION OF AGREEMENT

- 28:01 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

- 28:02 Each Employer shall contribute an amount in cents-per-hour, as specified by the Construction Labour Relations Association of Manitoba, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Construction Labour Relations Association of Manitoba.

In particular the costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

ARTICLE 29 - SHEET METAL INDUSTRY FUNDS - EMPLOYEE CONTRIBUTIONS

(A) BUILDING TRADES COUNCIL FUND

Effective Date of Signing, 2004, five cents (5¢) per hour for each and every hour or part hour of employment in any job classification will be deducted from the employees' wages and remitted by the Employer to the Sheet Metal Workers International Association, Local Union 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5

(B) BENEVOLENT FUND

1. The Contractor agrees to deduct the following amounts per hour worked from the employee's wages and remit to Local No. 511 Benevolent Fund.

2¢ per hour

This Fund shall be used to provide:

- (i) Assistance to members in paying Health & Welfare premiums where required.
- (ii) Up-Grading courses for Tradesmen.
- (iii) Other Benevolent Services for and on behalf of members.

This Fund shall not be disbursed for purposes that can work against the better interests of the Contractors.

2. All Benevolent contributions are to be forwarded to the office of the Administrator, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.
3. Combination Reporting Forms shall be provided by the Benevolent Fund to all Contractors.

(C) WESTERN CANADIAN CONFERENCE OF SHEET METAL WORKERS

Effective June 1st, 1995, one cent (1¢) per hour for each and every hour or part hour of employment in any job classification will be deducted from the employees' wages and remitted by the Employer to the Sheet Metal Workers' International Association Local Union 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

(D) EDUCATION TRAINING FUND

1. The Contractor agrees to deduct ten (10¢) cents per hour worked from the employees wages and remit to Local No. 511 Education Training Fund. These monies will be remitted by the Employer to the Sheet Metal Workers International Association, Local 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

(E) FUND CONTRIBUTIONS

All funds noted in A, B, C and D to be remitted by the tenth (10th) day of the month following that which contributions cover in the manner provided by the Unified Remittance Form.

REFERENCE AGREEMENT NO. 14.

THE FOLLOWING SPECIFIC PROVISIONS OF THE CURRENT COLLECTIVE AGREEMENT BETWEEN THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND LOCAL UNION 511, OF THE ROOFERS, DAMP AND WATERPROOFERS SECTION OF THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION WILL GOVERN THE APPLICABLE WORK ON THE MANITOBA FLOODWAY EXPANSION PROJECT.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 (A) All hours worked in excess of eleven (11) hours per day, Monday thru Friday, and all hours in excess of forty-four (44) hours per week, excluding holidays, shall be paid at the rate of one and one-half (1 1/2X) times the employee's regular straight time hourly rate.
- (B) All hours worked on Sunday or holidays shall be paid at two (2X) times the employee's regular straight time hourly rate.
- 9.02 Notwithstanding 9.01 (a) above, make-up time for any reason, at the rate of straight time is to be allowed, on a voluntary basis, on any Saturday to achieve a complement of forty-four (44) hours at straight time in the designated work week. Any hours worked on Saturday which exceed a complement of forty-four (44) hours in the designated work week will be paid at the of one and one-half (1 1/2X) times the employees regular straight time hourly rate.
- 9.03 The parties to this Agreement agree to work in a co-operative fashion when dealing with any alleged violations of Article 9.01 and 9.02 above.
- 9.04 Workers will be at their places of work at the regular starting time and shall remain until regular quitting time. A suitable signal shall give all starting and quitting times.
- 9.05 A thirty (30) minute lunch period shall be allowed for all employees on each shift unless otherwise mutually agreed upon by the Employer and the employees.
- 9.06 (A) Where employees after working an eleven (11) hour shift are informed the day before that additional hours are required, they will be given a one-half (1/2) hour lunch break or allowed sufficient time to eat the lunch.
- (B) Where an employee has not been warned before hand that he/she will be working a long shift and after working eleven (11) hours it appears that at least an additional two (2) hours work is remaining, then lunch will be provided by the Employer and the employee will be given a one-half (1/2) hour lunch break or allowed sufficient time to eat the lunch.
- 9.07 An opportunity will be allowed for employees to partake of non-alcoholic drinks at their stations twice each day, once in the morning and once in the afternoon for fifteen (15) minutes each break, when such drinks are available on the job site. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from the person or persons abusing the privilege.
- 9.08 In case of emergency the parties agree that overtime necessary for the protection of building contents and/or roofing material that is subject to damage will be worked.

ARTICLE 10 - WAGES - HOW PAID

- 10.01 Wages and all expense money (i.e. board and room and travel expense) to be paid weekly or bi-weekly by cash or cheque, or direct deposit.
- 10.02 The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

ARTICLE 14 - ANNUAL VACATION AND VACATION PAY

- 14.01 Annual vacation will be paid to employees on the basis of six (6%) percent of the gross wages, excluding overtime earned during the prior calendar year.
- 14.02 Vacation pay allowance will be paid to employees weekly or bi-weekly 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 Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during that calendar year.

ARTICLE 15 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 15.01 A mechanic's tools are his means of livelihood and must be kept in good condition at all times. Journeymen, Apprentices, Classified 1 and Classified 2 shall supply the following tools:

CLASSIFIED 1: 1 - Utility Knife 1 – Insulation Knife
 1 - Tool Belt (to hold knives)
 1 – 25' Tape

** Personal Protective Equipment (safety hard hat, safety boots and other normal personal protective equipment).

CLASSIFIED 2:
TO JOURNEYMAN 1 – Utility Knife 1 – Insulation Knife
 1 Tool Belt (to hold tools)
 1 – 25' Tape
 1 – Claw Hammer
 1 – Pointed Trowel
 1 – 8” Crescent Wrench
 1 – Screw Driver

** Personal Protective Equipment (safety hard hat, safety boots and other normal personal protective equipment).

- 15.02 The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He/she must report the breakage or loss of any of these tools immediately to his superior.
- 15.03 An employee found misusing company tools may be held responsible.
- 15.04 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

- 15.05 The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.
- 15.06 Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss. Such list must be submitted within ten (10) days of loss unless good reason can be shown for not having done so.
- 15.07 Journeymen and apprentices shall be required to supply the ordinary hand tools of the trade as specified in the 15:01 tool list.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

- 19.01 When an employee quits, he/she shall give his Employer one (1) hour's notice and he/she shall receive his/her pay on the next regular pay day.
- 19.02 When an employee is laid off, the Employer shall give the employee one (1) hour's notice with pay to allow the employee sufficient time to clean and pack his/her tools and leave the job site. The Employer will mail to the employee by registered mail, within two (2) working days of his termination of employment the employee's:
 - (a) Wages to time of lay-off
 - (b) Vacation Pay Allowances
 - (c) Travel Allowance, Commuting Allowance and/or Board Allowance due (if any)
 - (d) Statutory Holiday Pay Allowance
 - (e) Complete record of employment as required by the Employment Insurance Commission
- 19.03 If the employee prefers, he/she may inform the Employer when he/she leaves the job site that he/she will pick up the above mentioned items at the Employer's office in the afternoon of the second working day after his/her employment was terminated.
- 19.04 When an employee is dismissed for cause, the Employer will mail to the employee his/her pay, records and allowances on the next regular pay period.

ARTICLE 21 - HEALTH & WELFARE AND PENSION

21.01 Health & Welfare Trust Fund

The Union and the Employer agree to contribute to the Sheet Metal Workers' and Roofers' Health and Welfare Trust Fund established as of January 1, 1996. The employee's contribution shall be deducted from the employee's regular pay cheque. The amount to be deducted per hour worked shall be on the following basis:

	<u>EMPLOYER</u>	<u>EMPLOYEE</u>
Effective May 1, 2004	65¢/hr.	40¢/hr
Effective May 1, 2005	75¢/hr.	40¢/hr.
Effective May 1, 2006	85¢/hr.	40¢/hr.

21.02 Pension Trust Fund

The Union and the Employer hereby agree to contribute to the Sheet Metal Workers' and Roofers' Pension Trust Fund as established as of January 1, 1996. The employee's contribution shall be deducted from the employee's regular pay cheque. The amount to be deducted per hour shall be on the following basis:

<u>EMPLOYER</u>	<u>EMPLOYEE</u>
-----------------	-----------------

Effective May 1, 2004	\$1.60/hr.	60¢/hr
Effective May 1, 2005	\$1.75/hr.	60¢/hr.
Effective May 1, 2006	\$1.90/hr	60¢/hr.

21:03 Payments and reporting forms for the above funds to be received by the Administrator of the Sheet Metal Workers' and Roofers' Health & Welfare and Pension Trust Funds, not later than the tenth (10th) day of the month following the month for which contributions are being made.

By signing this agreement, the employer agrees to be bound by and have assented to the terms of a Sheet Metal Workers' and Roofers' Health and Welfare Trust Agreement made as of January 1, 1996, and the Sheet Metal Workers' and Roofers' Pension Trust Agreement made as of January 1, 1996, and as amended from time to time, between the union and RCAM and all other employers.

ARTICLE 24 - WAGES AND DEDUCTIONS

24.01 The Employer shall have the right to hire employees on construction jobs outside the Greater Winnipeg area, as hereinbefore defined, and the City of Brandon area, and to pay such wages as prescribed by the Construction Wages Act as the same may be from time to time applicable, on the understanding that the Employer will deduct the required Union dues for the employees so hired.

24:02 The classifications covered by this Collective Agreement shall be defined as follows:

- (i) Journeyman: as defined by the Manitoba Apprentice and Trades Qualifications Act (Roofers Regulation). Recognized by a Certificate of Qualification in the trade of Roofer.
- (ii) 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).
- (iii) Apprentice: as defined by the Roofer Trade Regulation. Must have a minimum of 2,000 hours roofing experience prior to registering.
- (iv) Classified Worker: a worker with limited or no roofing experience capable of performing entry level tasks or single job specific skills.

The above classifications shall have their hourly wage rates determined by Appendix #1 of this Collective Agreement.

24.03 An apprenticeship arrangement is recognized by the Government of Manitoba, and in the eventuality any employee wishing to avail himself of apprenticeship training, he/she shall be recognized as an Apprentice Roofer and shall be paid in accordance to the applicable rates of pay contained in Appendix #1 of this Collective Agreement.

24.04 Foreman Premium:

When the Employer places a workman in charge of the production of others and the general supervision of the job(s), he shall receive an additional \$2.00 per hour.

- 24.05 (i) Employee Fund Contributions:
- | | |
|-----------------------------|-------------|
| | May 1, 2004 |
| (A) Building Trades Council | 5¢/hour |
| (B) Benevolent Fund | 2¢/hour |
| (C) Western Conference Fund | 1¢/hour |
| (D) Training Fund | 10¢/hour |

(ii) Employer Fund Contributions:

(A) Training Fund 10¢/hour

Deduction for each and every hour or part of employment in any job classification will be deducted from the employees' wages and remitted by the Employer to the Sheet Metal Workers International Association Local 511. These deductions will be remitted to the funds by the tenth (10th) day of the month following that which contributions cover, in the manner provided by the Union Remittance Form.

24:06 The Employer shall have the right to hire employees on construction jobs outside the Greater Winnipeg area, as hereinbefore defined, and the city of Brandon area, and to pay such wages as prescribed by the Construction Wages Act as the same may be from time to time applicable, on the understanding that the Employer will deduct the required Union dues for the employees so hired.

Wages: The parties agree to determine what the annual average gross dollar settlement of the following C.L.R.A.M. Trade Division Collective Agreements is and then provide the annual average gross dollar settlement to the Journeyman rate for this Collective Agreement for each applicable year effective May 1, 2004, May 1, 2005 and May 1, 2006.

It is understood that the "average gross dollar settlement" is a summation of the following items: base wage rate = 6% vacation pay +4% Legal Holiday Pay = Employer Pension Contribution + Employer Health and Welfare Contribution + Employer Training Contribution + Employer Industry Promotion Fund Contribution DIVIDED BY THE NUMEBR OF ** AGREEMENTS SETTLED BY JUNE 1, 2004, AGAIN ON OCTOBER 1, 2004 AND THEN ON MAY 1, 2005 AND MAY 1, 2006.

The ** Agreements to be consulted shall be as follows:

Sheet Metal; Mechanical; Refrigeration; Insulator; Carpenters; Drywall; Labourers; Marble/Tile/Terrazzo; Sheeter/Decker/Cladder; Operating Engineers (all 3 Trade Divisions); Ironworker Structural Steel; Ironworker Reinforcing; Millwright; Electrical; Floor Covering

Effective May 1, 2004, the parties agree to implement the attached Wage Schedule which will be replaced by the average gross settlements on June 1, 2004, October 1, 2004, May 1, 2005 and May 1, 2006.

APPENDIX #1

ROOFING CONTRACTORS TRADE DIVISION OF THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA AND LOCAL UNION 511 ROOFERS SECTION

CLASSIFICATION HOURLY RATE OF PAY

<u>CLASSIFICATION</u>	<u>MAY 1, 2004</u>	<u>MAY 1, 2005</u>	<u>MAY 1, 2006</u>
Journeyman Roofer (100%)	\$22.55	\$22.90	\$23.25
Roofer #1 (90%)	\$20.30	\$20.61	\$20.93
<u>Roofer Apprentice:</u>			
3rd year (80%)	\$18.04	\$18.32	\$18.60
2nd year (70%)	\$15.79	\$16.03	\$16.28
1st year (60%)	\$13.53	\$13.74	\$13.95
<u>Classified Worker:</u>			
Step 1 (first 1000 hours)	\$10.00	\$10.16	\$10.31
Step 2 (after 1000 hours at 55%)	\$12.40	\$12.60	\$12.79

Note #1: All rates calculated from Journeyman rate representing 100% and rounded to two (2) decimal points.

Note #2: The Union and/or the employee shall notify the Employer when a Classified Worker has attained one-thousand (1000) hours of roofing work experience and is to be advanced to the Step 2 Classified Worker rate.

Note #3: The parties agree that upon the date of signing of this Collective Agreement, no employee shall have his rate reduced as a result of the implementation of Appendix #1.

Note #4: Classified Worker (first 1000 hours) shall not be eligible for Employer or Employee pension contributions and health and welfare contributions (subject to Appendix #4 – Classified Workers).