

***COLLECTIVE AGREEMENT***

*between*

**COLUMBIA HYDRO  
CONSTRUCTORS LTD.**

*and*

**ALLIED HYDRO COUNCIL  
OF BRITISH COLUMBIA**

*EFFECTIVE DATE: July 1, 2008*

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**COLLECTIVE LABOUR AGREEMENT**

These provisions constitute a Collective Agreement and an Agreement under the applicable laws of the Province of British Columbia.

BY AND BETWEEN:

**COLUMBIA HYDRO CONSTRUCTORS LTD**

a company duly incorporated under the laws of the Province of British Columbia with registered office at 333 Dunsmuir Street, Vancouver, British Columbia

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**ALLIED HYDRO COUNCIL OF BRITISH COLUMBIA**

#303 - 4333 Ledger Avenue  
Burnaby, British Columbia

(hereinafter called the "Council" or "Union")

OF THE SECOND PART

**P R E A M B L E**

WHEREAS, the Employer intends to participate in a Development and has undertaken to supply a labour force for all Contractors and Sub-Contractors (hereinafter called the Contractors) under contract with British Columbia Hydro and Power Authority (hereinafter called the Owner) for the construction of the Development all of which is more particularly set out in an Agreement with amendments thereto between the Owner and the Employer (hereinafter called the "Labour Force Agreement").

WHEREAS, the Affiliated Unions have in their membership, members competent and qualified to perform the work of the Employer.

WHEREAS, the Affiliated Unions and each of them, pursuant to the said Labour Relations Act and its successors are jointly certified by the Labour Relations Board of British Columbia for all the Employees employed in British Columbia by the Employer, except those excluded by this agreement and by the Labour Relations Act of B.C., and its successor;

WHEREAS, the Employer and the Council recognize the vital importance of the success of the Development to the people of British Columbia and confirm that in the paramount public interest the Development must be completed expeditiously, efficiently and economically, and with these ends in mind the Employer and the Council wish to make a common collective agreement with respect to the Employees of the Employer engaged on the Development for which the Affiliated Unions under the Council have been certified, and thereby to provide fair and reasonable working conditions; to prevent strikes and lockouts; to enable the skills of both the Employer and its Employees to operate to the end that waste, faulty work performance and avoidable and unnecessary delays are prevented; to eliminate jurisdictional disputes and promote cooperation amongst the workforce; to provide a mutually agreed method of resolving differences and grievances; and to promote to the greatest extent possible harmonious employment relationships between the Employer and its Employees so that industrial peace may be achieved throughout the whole of the period of construction of the Development;

WHEREAS, the Employer and the Council recognize the importance of providing direct economic benefits to the local communities; and to the Province of B.C.

WHEREAS, the Employer and Council recognize their role in environmental stewardship.

WHEREAS, it is recognized that all Employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to Employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial, or Municipal regulation or laws shall be suspended to the extent only that they contravene said legislation. Such suspension shall not affect the operation of any such provisions covered by the Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

WHEREAS, the Allied Hydro Council has been organized in order that the Affiliated Unions can act in concert in the negotiation and administration of the Collective Agreement and so as to ensure relative equity and uniform interpretation and application, and for these purposes the Affiliated Unions agree to maintain the Council and have empowered the Council to act as the exclusive and irrevocable agent of the Affiliated Unions and of each Employee.

WHEREAS, the Employer and Council mutually recognize the need for the development of employment equity initiatives.

WHEREAS, the Employer has recognized the Council and has agreed to deal with the Council as the exclusive and irrevocable agent of the Employees and of each Affiliated Union in negotiating and administering this Collective Agreement.

AND WHEREAS, the Employer and the Affiliated Unions, through the Council, have carried on collective bargaining and the Employer and the Council are prepared to enter upon a common Collective Agreement upon the terms and conditions contained herein.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1.000 - PARTIES AND DEFINITIONS**

1.100 Columbia Hydro Constructors Ltd.

- 1.101 Columbia Hydro Constructors Ltd. is the Employer of all Employees working under the scope of this Collective Agreement. It is understood and agreed that the Employer may delegate functions or responsibilities to others and such delegation shall in no way detract from the status of Columbia Hydro Constructors Ltd. as Employer nor mean that any other person is an Employer of Employees working under the scope of this Collective Agreement.
- 1.102 The Contractors recognize Columbia Hydro Constructors Ltd. as the Employer and the Contractors agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- 1.103 The Employer and the Contractors recognize the Council for the purpose of collective bargaining and administering this Agreement for the members of the Affiliated Unions; and they

agree to be governed by the terms of this Agreement and pursuant hereto.

1.200 Allied Hydro Council of British Columbia

1.201 The Council shall be composed of the International Building and Construction Trades Unions and the Locals thereof together with the other unions as provided in the Constitution and By-Laws of the Council in effect as of the date of this Agreement, a copy of which is dated for reference October 24, 1961, and subsequent revisions, and is filed for reference with the Employer. And further, the Council shall be composed only of properly authorized representatives.

1.202 The Affiliated Unions recognize the Council as their exclusive and irrevocable agent for the purpose of collective bargaining and administering this Agreement for the members of the Affiliated Unions, and the Affiliated Unions agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.

1.300 Definitions

For the purpose of this Agreement, the following definitions shall apply:

1.301 "Affiliated Union(s)" means a trade and/or local union which is represented by the Council and authorized by the Council to be involved with the work on the Development.

1.302 "Agreement" and "Collective Agreement" means this Collective Labour Agreement and any amendments hereto.

1.303 "Appropriate Affiliate" means the Union affiliated to the Council which has jurisdiction, as recognized by the criteria of the Jurisdictional Assignment Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, for the work to be performed.

1.304 "Contractor" shall mean any company engaged in work within the Development. Sub-Contractors to Contractors shall also be included in the definition of "Contractor". For clarification, it should be noted that suppliers who require a work force on the Site are considered Contractors.

1.305 "Council" means the Allied Hydro Council of British Columbia.

1.306 "Council Representative(s)" shall be such person(s) designated by the Allied Hydro Council.

1.307 "Development" means all construction work on Site(s) required to:

(a) Construct the Keenleyside Powerplant on the Columbia River near Castlegar, British Columbia, including without limitation:

(i) Intake channel and discharge channel.

(ii) Powerhouse; switchgear; and aggregate and borrow pits adjacent to the Site and the hauling therefrom.

- (iii) Sub stations and switching facilities on Site.
  - (iv) Infrastructures constructed on Site such as camps and including sewer and water work (if provided) but not including the work of utility companies (eg. telephone, natural gas supply and cable TV companies, etc.).
  - (v) Clearing and Worksite development.
  - (vi) The related Transmission Line connecting into B.C. Hydro's system if B.C. Hydro and Power Authority is the sole developer or has full control.
- (b) Install No. 4 Generating Unit at Seven Mile.
- (c) Install No. 5 and 6 Generating Units at Mica.
- (d) Install No. 5 and 6 Generating Units at Revelstoke.
- (e) Expand the Waneta Powerplant if B.C. Hydro and Power Authority is the sole developer or has control over the construction of the Project. The Project includes without limitation:
- (i) Intake channel or intake tunnel and discharge channel.
  - (ii) Powerhouse; switchgear; and aggregate and borrow pits adjacent to the Site and the hauling therefrom.
  - (iii) Sub stations and switching facilities on Site.
  - (iv) Infrastructures constructed on Site such as camps and including sewer and water work (if provided) but not including the work of utility companies (eg. telephone, natural gas supply and cable TV companies, etc.).
  - (v) Clearing and Worksite development.
- (f) Expand the Brilliant Powerplant if B.C. Hydro and Power Authority is the sole developer or has control over the construction of the Project. The Project includes without limitation:
- (i) Intake channel and discharge channel.
  - (ii) Powerhouse; switchgear; and aggregate and borrow pits adjacent to the Site and the hauling therefrom.
  - (iii) Sub stations and switching facilities on Site.
  - (iv) Infrastructures constructed on Site such as camps and including sewer and water work (if provided) but not including the work of utility companies (eg. telephone, natural gas supply and cable TV companies, etc.)

- (v) Clearing and Worksite development.
- (g) Construct the Burrard Upgrade Project:
  - (i) Phase 1:
    - 1. Install the Selective Catalytic Reduction equipment on the first unit (likely unit number 5) including the ammonia supply facilities;
    - 2. The current consulting contract for Phase 1 is not included in the scope of the work.
  - (ii) Phase 2:
    - Install the Selective Catalytic Reduction equipment and ammonia supply facilities on remainder of units, if required;
    - Upgrade instrumentation and controls in plant as determined by B.C. Hydro;
    - Upgrade of major equipment, for example, boilers, turbines, and generators, as determined by B.C. Hydro;
    - Upgrade fire protection system;
    - Reconstruct and reinforce plant to meet seismic requirements.
    - 6. Remove asbestos from Unit 2, 3 and 4 deaerators, redundant piping, transite wall panels on Units 1 to 6, and roofing of Units 3 to 6; and reinsulation of deaerators on Units 2 and 4, the piping, wall panels and replacement of roofs.
  - (iii) Other work that B.C. Hydro determines may be included.
- (h) Construct the new Stave Falls Powerplant on the Stave River near Mission including without limitation:
  - (i) Intake channel, power conduits and tailrace channel;
  - (ii) Powerhouse and switchgear but not including the disposition of the existing powerhouse;
  - (iii) Substation and switching facilities on site;
  - (iv) Infrastructures constructed on site such as the tailrace protection berm, powerhouse access road and bridge but not including the work of utility companies (eg. telephone, natural gas supply, cable TV, etc.).



- (i) Provide services in the rehabilitation of the existing Brilliant dam structure where those services are specified in tender documents issued by Columbia Power Corporation as "work to be performed within the scope of the CHC/AHC collective agreement". It is understood that there may be other work not within the scope of the CHC/AHC agreement (as defined in this clause) and/or work by staff of West Kootenay Power performed concurrently on this development.
- (j) At G.M. Shrum Generating Station:
  - (i) Install the 24 inch diameter HDPE pipe. (The construction is to exclude the installation of the barge and pumps and the fusion welding and fitting of the pipeline work already contracted for);
  - (ii) Modify weir #6, excluding the reaming of the drill hole to the diversion tunnel.
- (k) At Brilliant Dam:
 

Provide services in the 1998 concrete resurfacing program at the existing Brilliant Dam structures where those services are specified in tender documents issued as "work to be performed under the scope of the CHC/AHC collective agreement." It is understood that there may be other work at site not within the scope of the CHC/AHC collective agreement performed concurrently.
- (l) At Keenleyside Project - 1998 Road Work:
 

Provide services in 1998 to do the road work as specified in tender documents issued as "work to be performed under the scope of the CHC/AHC collective agreement".
- (m) Construct the Keenleyside Seismic Stability Project including:
  - (i) Excavation of the downstream slope of the existing dam;
  - (ii) Vibro-compaction of the foundation soils;
  - (iii) Installation of a sheetpile cutoff wall;
  - (iv) Placement of drain rock, filters and buttressing fill; and
  - (v) Construction of a roller compacted concrete structure.
- (n) Construct the Seven Mile Spillway Project:
  - (i) Excavation of soil and rock for the selected alternative;
  - (ii) Construction of a cofferdam and concrete spillway structure;

- (iii) Installation of mechanical gates and electrical and protection and control equipment for spillway gate operation.
  - (o) Other work that B.C. Hydro determines may be included.
- 1.308 "Employee(s)" shall be those persons hired for employment with the Employer performing construction work upon the Development including Owner Operators, and those Employees of the Employer or any Contractor who are employed as Security Guards and Fire Prevention personnel. It is agreed that in the event of a strike, stoppage of work or any other similar circumstances, those persons employed as Security Guards or Fire Prevention personnel shall continue to work as required so as to protect plant and property. The term "Employee(s)" shall not include:
- (a) Security Officers performing management and/or investigative functions.
  - (b) Professional Engineering, Geological and Architectural staff of the Contractor, Consultants or the Owner performing sporadic, occasional and non-repetitive recording, testing, or drafting (with or without tools).
  - (c) Instructors and Consultants doing needs analysis, training and instruction;
  - (d) Technical Specialist(s) from the equipment manufacturers brought in by the Owner to supervise specialized work to be performed on permanent equipment, at the discretion of the Owner. Where, to maintain a warranty on installed equipment, the supplier requires a technical specialist in their employ to do final adjustments, the Council or Appropriate Affiliate shall issue a clearance to such a technician(s) to work with tools for that specific requirement.
  - (e) The clerical person in a one-clerical person Site office whose duties include confidential and financial matters.
  - (f) Professional Engineers who are employed in a professional capacity.
  - (g) Persons performing commissioning and acceptance testing who are employees of the Owner.
  - (h) Employees of the Owner or Contractors not engaged in the Development but are on the Site to do work outside the coverage of this Agreement.
- 1.309 "Employer" means Columbia Hydro Constructors Ltd., its heirs, successors and/or assigns.
- 1.310 "J.A.P." means the Jurisdictional Assignment Plan of British Columbia.
- 1.311 "Local Union Representatives" shall be the Local Affiliated Union Business Manager or designate.

- 1.312 "Local Resident(s)" see Article 6.212 for definition.
- 1.313 "Master Section" shall mean the section of this Agreement which sets out those items of the Agreement which apply to all Employees and all Affiliated Unions and establishes the items included in the Trade Sections. The Master Section also sets out those items that do not apply to specific employees (eg. Owner Operators, Culinary Workers) or Affiliated Unions.
- 1.314 "Owner" means British Columbia Hydro and Power Authority.
- 1.315 "Owner Operator" means persons engaged in work within the Development who own their own vehicles, machinery or equipment and who perform work or services for another person for compensation, and includes a Dependent Contractor as defined in the Labour Relations Code.
- 1.316 "Party(ies)" means the Allied Hydro Council of British Columbia and Columbia Hydro Constructors Ltd.
- 1.317 "Point of Hire" shall mean the place or community within British Columbia where the Employee resides.
- 1.318 "Project" means all work described in Article 1.307.
- 1.319 "Site(s)" or "Worksite(s)" shall be defined as the area within the boundaries described in maps which shall be attached to this Agreement as Schedule "A" for each project within the Development. Such maps shall be provided by the Employer prior to the commencement of each Project.
- 1.320 "Trade Section" shall mean the section of this Agreement which sets out those items of the Agreement which are specific to each Affiliated Union and not in conflict with the terms of the Master Section of this Agreement, namely:
- (a) Classifications, Wage Rates and Apprenticeship rates
  - (b) Crew Leader
  - (c) Union Dues
  - (d) Health and Welfare, and Pension Plan Funds
  - (e) Other Funds
  - (f) Special Conditions
- It is understood that the only items or provisions which may be included in the Trade Sections of this Agreement are those items set out above and which are not in conflict with the terms of the master section of the Agreement.
- 1.321 "Underground Work" means work performed during underground excavation which includes drilling, blasting, guniting and/or rock bolting.
- 1.322 "Union" means the Allied Hydro Council of British Columbia acting on its own behalf and on behalf of the following Affiliated Unions:

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths,  
 Forgers and Helpers  
 Lodge 359  
 International Union of Bricklayers & Allied Craftworkers  
 Local Union No. 2  
 International Brotherhood of Electrical Workers  
 Local Union 213, Local Union 993, Local Union 1003, Local 258  
 Hotel Employees & Restaurant Employees International Union UNITE HERE  
 Local 40  
 International Association of Heat & Frost Insulators & Asbestos Workers  
 Local Union 118  
 International Association of Bridge, Structural, Ornamental and Reinforcing  
 Ironworkers  
 Local Union 97  
 Labourers International Union of North America Construction and Specialized  
 Workers Union  
 Local 1611  
 International Union of Operating Engineers  
 Local Union 115  
 International Union of Painters & Allied Trades District Council 38  
 Painters 138, Glaziers 1527, Drywall Finishers 2009  
 Operative Plasterers' and Cement Masons' International Association of the  
 United States and Canada  
 Local Union 919  
 United Association of Journeymen and Apprentices of the Plumbing &  
 Pipefitting Industry of the United States and Canada  
 Local Union 170, Local Union 516  
 Sheet Metal Workers International Association  
 Local Union 280  
 International Union of Elevator Constructors  
 Local Union 82  
 International Brotherhood of Teamsters  
 Local Union 213  
 Canadian Office and Professional Employees Union  
 Local Union 378  
 Construction Maintenance and Allied Workers Local 2300  
 United Brotherhood of Carpenters and Joiners of America  
 Floorlayers Local Union 1541  
 United Brotherhood of Carpenters and Joiners of America  
 Piledrivers Local Union 2404  
 United Brotherhood of Carpenters and Joiners of America  
 Millwrights, Machine Erectors & Maintenance Union Local 2736

And any other Local Union the Council agrees to represent and formally  
 advises they are an Affiliated Union.

**ARTICLE 2.000 - NO-STRIKE (WORK STOPPAGE)/NO-LOCKOUT**

- 2.100 It is understood and agreed by the Parties that this Agreement is a  
 special no-strike, no-lockout Agreement.
- 2.101 Neither the Council, nor any representative of the Council or  
 any of the Affiliated Unions, nor any Affiliated Union, nor  
 any member of the Affiliated Unions, or any Employee covered  
 by this Agreement 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 or refuse to  
 perform any task during the term of this Agreement.
- 2.102 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 Agreement.

- 2.103 The Council, the Affiliated Unions and the Employees shall not authorize, encourage, engage in or condone any picketing on the Development.
- 2.104 To this end the Parties agree that disputes involving jurisdiction shall be settled by the Jurisdictional procedures provided for and agreed to by this Agreement and disputes involving all other matters shall be resolved by the Grievance Procedure including Arbitration provided for in this Agreement.

**ARTICLE 3.000 - COVERAGE**

- 3.100 This Agreement, including the Preamble, shall apply to and be binding upon all Employees of the Employer engaged in construction work upon the Development, the Affiliated Unions hereto represented by the Council, Employer, Contractors and Council.
- 3.200 The Master Section of this Agreement shall be binding on the Council and all Affiliated Unions and each Affiliated Union shall also be bound by the applicable Trade Section to the exclusion of other Trade Sections.
- 3.300 Delivery on the Site
- 3.301 Any person who is not a member of the International Brotherhood of Teamsters, Local 213 shall be restricted to driving a vehicle onto the Site to the point of first drop for each Contractor for whom a delivery is being made, and off of the Site thereafter.
- 3.302 The Council and Affiliated Unions agree that it shall not exercise any statutory or other rights which it may have to picket at or near the Site in the event of a labour dispute between Affiliated Unions and another employer who is involved on the Site.

**ARTICLE 4.000 - JURISDICTIONAL PROCEDURES**

- 4.100 It shall be the right and responsibility of any Contractor engaged on the Development under this Agreement to designate all work to be performed and to specify such assignment of such work on the following basis:
- 4.101 Both the Contractor and the Affiliated Union(s) shall recognize and strictly adhere to the Procedural Rules for the Umpire of the J.A.P. and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by the Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council.
- Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreements shall re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 4.102 The Contractor shall, upon request, make known the intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of the Jurisdictional Assignment Plan in B.C.

- 4.103 All cases, disputes, or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided in the J.A.P. Plan for the Umpire. The Parties, affected Contractors, Affiliated Unions and Employees shall comply with the decisions and awards of the J.A.P. Umpire of Work Assignment established by the J.A.P.
- 4.104 There may be occasions when the Employer shall make intended assignments in accordance with Article 4.000, to be included in B.C. Hydro tender documents. Successful tenderers and Affiliated Unions shall be bound by such intended assignments or assignments.
- 4.200 All pre-job conferences, including equipment jurisdictional mark-up, shall be arranged by the Employer and shall be held in Vancouver for each contract awarded. The location of the pre-job may be moved by mutual agreement.
- 4.300 Disputes over the jurisdiction of work shall not at any time cause a stoppage, slowdown of work or delay in starting work.
- 4.400 It is understood and agreed that all Affiliated Unions even if they are not a member of the British Columbia and Yukon Territory Building and Construction Trades Council or they do not have obligation or recourse to the Impartial Jurisdictional Disputes Board (e.g. Canadian Office and Professional Employees, Machinists, I.B.E.W. Lineworkers, Culinary and Glaziers) are covered by the J.A.P. and shall comply with the procedures and decisions of the J.A.P. for the resolution of jurisdictional disputes.
- 4.500 Once the jurisdiction has been decided there shall be no dispute on the Site or enforcement of strict jurisdictional demarcation lines to the end that Employees shall assist each other and co-operate with each other to use and develop the skills they have.
- Each Affiliated Union shall promote co-operation between the Affiliated Unions and Employees.
- The Employer or Council may arrange a meeting between the Affiliated Unions involved where this co-operation is not being exhibited or if no assignment has been made in the work under question.
- 4.600 Jurisdictional Committee
- The Jurisdictional Committee shall:
- (a) consist of up to three representatives designated by the Council and up to three representatives designated by the Employer, who shall act from time to time as required.
  - (b) investigate such other matters related to jurisdiction that the representatives consider appropriate and make recommendations to reduce disputes on site and promote cooperation between the Affiliated Union and Employees.
- 4.700 Jurisdictional Assignment Plan Fund:
- (a) The Employer shall provide the funding necessary for the J.A.P. at the rate of one (\$0.01) cent per hour for each hour of work performed by each employee covered by this Agreement. These monies shall be paid to the Administrator of the Jurisdictional Assignment Plan.

- (b) These monies shall be remitted by the fifteenth (15th) day of the month following that which the contributions cover, to the Administrator of the J.A.P. Fund.
- (c) It is agreed that should the Board of Trustees of the J.A.P. decide to increase or decrease the contribution rate, such decision shall apply to this Agreement.

**ARTICLE 5.000 - MANAGEMENT RIGHTS**

- 5.100 The management and operation of and the direction and promotion of the Employees of the Employer is vested exclusively in the Employer and the Employers' rights include, but are not limited to, the hiring and directing of its Employees, the right to promote, demote, transfer (subject to subsection 5.500 below), layoff, discipline and discharge (subject to the Grievance Procedure) Employees; the making, publication and enforcement of rules for the promotion of safety, efficiency, environmental concerns, and discipline and for the protection of the Employees and the property of the Contractor and Owner and others with whom the Contractor, Owner or Employer may have business relations.
- 5.200 Subject to the provisions of this Agreement, the foregoing enumeration of management rights shall not be deemed to exclude other rights not specifically set forth. The Employer retains all legal and traditional rights not specifically covered by this Agreement.
- 5.300 The Employer has the right to delegate any of its rights of management to any person, firm or corporation working on the Development as it may deem fit. Any person, firm or corporation delegated such rights shall observe the terms of this Agreement and the Council shall be informed of such delegation.
- 5.400 The exercise of the Employer's rights as provided by this Article does not relieve the Employer of obligations arising out of any other provision of this Collective Agreement or limit the rights of the Council or the Employees of the Employer which are contained herein. Where any dispute over interpretation of this Article occurs, such dispute shall be referred to grievance for settlement.
- 5.500 Employees may be transferred from one contractor to another Contractor upon agreement of the appropriate Affiliated Union, contractors involved, the Employee and the Employer.

**ARTICLE 6.000 - UNION SECURITY**

6.100 Union Membership

All Employees under this Agreement, up to and including the rank of General Crew Leader, shall be members of or secure membership in the appropriate Union and maintain such membership in good standing as a condition of employment.

6.101 Application for membership shall be made within thirty (30) calendar days of hire.

6.102 Parties to this Agreement and the Contractor shall not discriminate against any Employee by reason of the Employee's membership in the Affiliated Union or participation in lawful Union activities.

6.200 Employment Procedure

All Employees shall be recruited in accordance with the procedures set out below.

- 6.201 All Employees hired shall be cleared through the Appropriate Affiliate.
- 6.202 The Employer and Contractor shall co-operate with the Council and Affiliated Unions in giving employment preference to their members who are residents in British Columbia.
- 6.203 To provide economic benefits to the local communities in the Development areas, the Employer, Contractor, Council and Affiliated Unions agree to provide employment preference to qualified local community residents and to residents of the Columbia River watershed in South Eastern British Columbia.
- 6.204 The Employer, Contractor, Council and Affiliated Unions agree to provide equity employment opportunities for First Nations People, women in non-traditional job classifications, visible minorities, disabled or other groups identified.
- 6.205 The Employer, Council and Affiliated Unions agree to give preference to certain members of the Contractor's existing Employees to assist the Contractor in start up and in effective execution of the work.

#### 6.210 Hiring Process

- 6.210 The Employer, Contractor, Council and Affiliated Unions agree that workers shall be hired and clearances issued in accordance with the following:
  - (a) For any future Project identified in the "Development", (as defined in Article 1.307) which has not commenced prior to July 1<sup>st</sup>, 1999 the hiring process will be as follows: The Employer, Contractors, and Subcontractors shall each have the right to 'name hire' all supervisors and up to fifty percent (50%) of employees on a one-for-one basis (first dispatched by the Union), to a maximum of ten (10) qualified employees. These employees must have been residents of British Columbia for a period of six (6) months prior to the commencement of construction on the site. These employees may or may not be members of the Affiliated Unions. To qualify for a 'name hire' under this clause, the individual must have been employed by the Employer, Contractor or Subcontractor for at least six (6) months in the last two (2) years in an appropriate classification and must have the experience, training and required trade qualifications. Additional qualified regular employees may be name requested where there is mutual agreement. The Employer shall notify the Affiliated Union(s) of these hires and the Affiliated Union(s) shall provide clearances.
  - (b) The hiring process shall be to dispatch qualified union members who are Local Residents. The Council and Affiliated Unions agree to accept fifty percent (50%) name hires of Local Residents from the Affiliated Union's out-of-work list.



The Employer shall next hire other qualified Local Residents. The Employer shall notify the Affiliated Union of these hires and the Affiliated Union shall provide clearance.

- (c) The hiring process shall next be to dispatch qualified union members who reside in the Columbia River Watershed in South Eastern British Columbia, beyond one hundred (100) kilometers from the Site. The Council and Affiliated Union agree to accept fifty percent (50%) name hires from the Affiliated Union's out-of-work list.

The Employer shall next hire other qualified residents of the Columbia River Watershed in South Eastern British Columbia, beyond one hundred (100) kilometers from the Site. The Employer shall notify the Affiliated Union of these hires and the Affiliated Union shall provide clearance.

The Parties agree that this Article 6.210(c) shall only apply to Projects within the Columbia River Watershed in South Eastern British Columbia.

- (d) The hiring process shall next be to dispatch qualified union members whose residences are located in British Columbia. The Council and the Affiliated Unions agree to accept fifty percent (50%) name hires from the Affiliated Union's out-of-work list.

The Employer shall next hire other qualified British Columbia residents. The Employer shall notify the Affiliated Union of these hires and the Affiliated Union shall provide clearance.

6.211 Qualification standards shall be the Interprovincial Red Seal standard and/or the designated British Columbia Trade Qualification and Occupations or those qualifications recognized by the Parties to this agreement.

6.212 Local Resident(s) Definition

- (a) A bona-fide Local Resident shall be a person who resides within a one hundred (100) kilometer radius of the applicable Worksite for a period of six (6) months prior to the commencement of construction work on the Site; secondly, a person who had a bona-fide residence in a local community for one year prior to the date of hire after the commencement of construction, is also a Local Resident. CHC will designate and advise the Allied Hydro Council of the "commencement of construction" date at the beginning of each project.

- (b) A Bona-fide Local Resident status may require proof of actual residency such as documentation of ownership, rental or mortgage payments.

6.220 Equity Employment

Purpose

It is the purpose of these equity provisions to achieve a workforce diversity where the mix of qualified workers closely reflects the demographic mix of the general population of British Columbia.

6.221 Employment Equity Initiatives

The Parties agree to:

- (a) Set out employment targets, following upon joint investigation and consultation by the Employer and the Council for employment of First Nations People who are residents in the Province of British Columbia. To meet these targets qualified First Nations People shall be name requested by the Employer and the Affiliated Union(s) shall clear such Employees. The Council and Employer also agree to establish bridging and outreach programs to facilitate training of First Nations People to assist in qualifying for employment.
- (b) Set out employment targets for the employment of persons who are disabled as well as women in non-traditional job classifications, visible minorities or other identified target groups. To meet these targets qualified Local Residents in these target groups shall be name requested by the Employer and the Affiliated Union(s) shall clear such employees. The Council and Employer also agree to establish bridging and outreach programs to facilitate the training of these target groups to assist in qualifying for employment.
- (c) Conduct ongoing revision(s) as the Parties gain experience as well as to provide appropriate remedies for failure to live up to both the letter and intent of this provision.

6.222 Employment Equity hiring shall operate in priority over other preferential hiring processes.

6.300 The Employer shall give preference of re-employment to an Employee on Worker's Compensation when such worker is able to return to work, providing appropriate work is available without displacing existing Employees.

6.301 The Affiliated Union having jurisdiction over the work to be performed shall be given at least forty-eight (48) hours notice during regular business hours between Monday and Friday to complete dispatch of members ordered under each priority established by Article 6.210. The Employer shall be given notice of any delay in dispatching prior to the expiration of this period.

6.302 When the order cannot be filled within the time limit referred to in 6.301, the Employer may obtain Employees under the next priority. Any Employees so hired who are not members shall make application to join the Appropriate Affiliate within thirty (30) calendar days and become a member.

6.303 Notwithstanding the priorities established in Article 6.210, the Employer may rehire any Employee laid off by the Employer within the last year and the Affiliated Union(s) shall clear such Employees.

- 6.304 When a difference arises over the hiring of Employees, Employer and Council Representatives shall meet and make a final and binding decision. Failing a decision being made the question shall be referred to an Arbitrator selected pursuant to Article 7.210 (b) who shall decide the question within five (5) days or such additional period as the arbitrator may require.
- 6.305 Employees who resign or self-terminate may not be rehired for thirty (30) calendar days. The Employer may take extenuating circumstances into consideration.
- 6.306 The Contractor shall provide the Employer who shall provide the Council and/or the Affiliated Union with a copy of all Employee termination notices giving the reason for termination and rehire status.
- 6.307 The Contractor shall provide the Employer with a copy of all Notices of Employment for all new Employees at the time of hire. The Employer shall provide copies to the Council upon request.
- 6.308 The Employer, with the Contractor's assistance, shall provide the Council with a labour force report each Friday, showing the number of hourly paid Employees on the Employer's payroll, by Affiliated Union and by Contractor.
- 6.400 Dues Deduction
- 6.401 The Employer shall comply with the dues deduction provision of the appropriate Trade Section attached hereto in respect of all Employees covered by this Agreement and remit same to the Affiliated Union within the time specified.
- 6.402 The Employer shall honour an Employee's written assignment of wages to the Affiliated Union. Each Employee shall submit a written authorization as a condition of employment if required.
- 6.403 The Employer shall be advised in writing of any changes in initiation fees or dues or of assessments by the Affiliated Union before being required to put them in effect.

**ARTICLE 7.000 - GRIEVANCE PROCEDURE**

- 7.100 Grievance means any difference or dispute concerning the interpretation, application, administration, meaning or alleged violation of this Collective Agreement, including any question of whether a matter is arbitrable.
- 7.101 Either the Employee or the Council or any Affiliated Union or the Employer or any Contractor shall have the right to initiate a grievance.
- 7.102 (a) The Council may proceed directly to Stage III Arbitration when claiming damages resulting from any lockout of any Employee.

- (b) The Employer may proceed directly to Stage III Arbitration when claiming damages resulting from any strike, walkout, picketing, work stoppage or refusal to work on the part of any Employee of any Affiliated Union.

7.200 Initiation of Grievance

7.201 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, other than those pertaining to jurisdictional disputes, that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of knowledge or ought to have known of the incident by either the Employee in Stage I or by either the Council, the appropriate Affiliated Unions, the Employer or a Contractor (hereinafter called the grieving Party) in Stage II and shall be handled in the following manner:

7.202 Stage I:

(Employee/Steward & Crew Leader/Superintendent)

7.203 The Employee concerned shall first seek to settle the grievance by discussion with the Employee's Crew Leader. The Employee has the right to have a Steward present. The Employee and/or the Steward may also discuss the grievance with the General Crew Leader or Superintendent in an effort to resolve the grievance. These resolutions, however, are not to change the Agreement and are not to be used as past practice to interpret the Agreement by any Party.

7.204 If a resolution of the grievance is not reached within five(5) working days of the Stage I meetings, the particulars of the grievance shall, within a further five (5) working days, be reduced to writing by or on behalf of the grievor, on the appropriate council form, and delivered to the Council who shall give copies to the Contractor and the Employer and the grievance shall proceed to Stage II.

Every effort shall be made to complete a Stage I before a grieving discharged Employee leaves the Site.

7.205 Stage II:

(Employer/Contractor and Council/Steward)

7.206 Following the issuance of the written grievance, the grieving Party may, at its option, request a Stage II meeting.

7.207 A meeting to resolve the grievance shall be convened by the Employer, and be attended by Representatives of the Council and the Contractor. The Affiliated Unions are urged to attend as well. The Parties have the right to call witnesses and gather the appropriate information.

7.208 If the grievance is not resolved within ten (10) working days of the meeting at Stage II, the grievance may proceed, at the option of the grieving Party to Stage III Arbitration.

7.209 The Parties may mutually agree to meet with a third party to help resolve the dispute (e.g. mediator, government appointed settlement officer). If the Parties agree to this process

and are unable to resolve the grievance in meeting(s) with the third party, the Parties shall request the third party to provide non-binding written recommendations respecting the resolution of the grievance. Upon receipt of the non-binding written recommendations, and failing a resolution to the grievance, the Parties may proceed directly to arbitration. All costs associated with the aforementioned third party shall be shared by the Parties equally similarly as outlined in Article 7.210(i). The third party providing the non-binding opinion shall not be considered as the arbitrator if the grievance proceeds to Stage III Arbitration as per Article 7.210.

7.210 Stage III Arbitration

- (a) Either Party, within ten (10) working days of the Stage II decision, or within twenty (20) working days after the receipt of the non-binding written recommendations of the third party as per Article 7.209, may notify the other Party in writing of its desire to submit to arbitration an unsettled grievance.
- (b) The dispute shall be submitted to *Mr. Rod Germaine*, *Mr. Dave McPhillips* or a mutually agreeable Arbitrator to be named at the time of requirement, sitting as a Single Arbitrator. The Parties shall agree on the selection of a particular Arbitrator to serve in each instance within ten (10) working days of receipt of the notice to arbitrate. Should the Parties fail to agree on the selection, then the person shall be chosen by lot from the names provided in this paragraph. If the Arbitrator selected by lot is unable to hear the dispute within sixty (60) days, another name shall be chosen by lot. The Parties shall conduct an annual review of the arbitrators so named and by mutual agreement, may add to or delete from this list.
- (c) The Arbitrator chosen to hear the grievance at Stage III Arbitration shall not be the same person who provided the non-binding opinion as per Article 7.209, where a non-binding opinion was requested for the same grievance.
- (d) The Parties may agree in writing that an Arbitration Board consisting of three members may be substituted for the Single Arbitrator established in paragraph (b) above. Each Party shall nominate a person to sit with the single named Arbitrator (chair) which shall constitute the Arbitration Board.
- (e) The Parties shall each appoint a representative to submit evidence and present their respective positions to the Arbitrator or Arbitration Board. This appointment shall be made within forty-eight (48) hours of receipt of confirmation from the Arbitrator or Chair to serve in that capacity.
- (f) The Arbitrator or Arbitration Board shall proceed as soon as practical to examine the grievance and render a judgement. The Arbitrator or Arbitration Board may

determine its own procedure in accordance with the Labour Relations Code of British Columbia.

- (g) The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Arbitration Board. The decision of the Arbitrator or Arbitration Board shall be final and binding on the Parties, and affected Contractors, Affiliated Unions and Employees.
- (h) The Arbitrator or Arbitration Board shall not have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (i) In the arbitration proceedings, each of the Parties shall pay the expenses of its representatives and its Nominee to the Arbitration Board. The fees and expenses of the single Arbitrator or the Chair of an Arbitration Board shall be shared equally by the Parties.
- (j) Only by mutual agreement of the Parties, the processing of any grievance may proceed directly to any stage or step in the grievance procedure, including arbitration.

7.300 The time limits mentioned in this Article shall be strictly construed and where they are not met the grievance shall be deemed to be abandoned and all rights of recourse at law shall be at an end. Time limits may be extended by mutual consent of the Employer and the Council but the same must be in writing.

7.400 Council shall have the right to grieve and arbitrate the dismissal of Employees if in the opinion of the Council such dismissal warrants arbitration.

#### **ARTICLE 8.000 - REPRESENTATIVES**

##### 8.100 Employer's Representative

The Employer shall appoint a Site Representative who shall represent the Employer in the administration and application of the terms of this Agreement. The Council, the Affiliate Unions, and the Contractors agree to recognize said Representative.

##### 8.200 Council's Representative

The Council shall appoint a Site Representative who shall represent the Council in the administration and application of the terms of this Agreement. The Contractors, the Employer and the Affiliated Unions agree to recognize said Representative. The Council Representative shall have access to the Site in carrying out regular duties; however without interference with the Employee(s)' work.

8.300 Representatives of the Affiliated Unions shall have access to the Site covered by this Agreement in the carrying out of their regular duties, after first notifying the Council Representatives, the Employer, and/or Contractor, however, in no way shall the Affiliated Union Representative interfere with the Employees during working hours.

8.400 It is agreed that neither Site Representative nor any representative of an Affiliate nor a Contractor have any power to alter or amend this Agreement 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 Agreement and are not to be used as past practice to interpret the Agreement.

8.500 The Council and the Employer

8.501 It shall be the responsibility of the Employer and the Council to keep each other informed in writing of the names of their respective Representatives. Prompt notice shall be given of any changes.

8.600 Administration Meetings

Joint meetings between the Executive Board of the Council and the designates of the Employer shall be held every two (2) months or as often as deemed necessary at the request of either Party to review and study any matter affecting labour relations for the Development. It is understood that the Council Representatives and the Employer Representatives have no authority to enter into any understanding or arrangement but they shall have the authority to make submissions and present proposals for consideration and implementation, subject to agreement by the Parties.

**ARTICLE 9.000 - STEWARDS**

9.100 Each Affiliated Union is entitled to appoint and/or relieve of duties Stewards and/or Crew Stewards for each Contractor, to act as a representative of the Affiliated Union. Such Steward shall be appointed by the appropriate Affiliated Union and the Employer shall be notified in writing by the Council. The Representative of the appropriate Affiliate shall be advised in advance by the Contractor of the termination of the Steward.

9.200 There shall be no non-working Stewards.

9.300 It shall be the duty of Stewards and/or Crew Stewards to assist the Contractor and the Employees in carrying out the provisions of this Agreement and they shall be allowed reasonable time to perform their duties as agreed to by the Contractor's Representative on the job and such approval shall not be unreasonably denied. When the Contractor determines it is necessary to reduce the working forces on the job by layoff, the Steward(s) shall receive notice and a list of the Employees that shall leave the job. Such notice shall be at least two (2) hours prior to the end of the final shift of the Employees.

9.400 In the event that any Steward is dismissed for just cause, the Union will have the right to name another Steward from the remaining work crew. Crew Stewards shall be retained until the crew is abolished. If some of the crew is transferred to another crew within the scope of the Contractor that the Employee was assigned to and the Crew Steward is qualified, then the Crew Steward shall be among those transferred. The Council shall give written advice if the Crew Steward is to become Steward over the crew to which the Crew Steward was transferred. Otherwise the Crew Steward shall not be considered a Crew Steward in the new crew. There shall be no duplication of Crew Stewards.

- 9.500 When any part of a crew is required to perform work on overtime or on inclement days, and the Steward(s) has been performing the type of work involved during the preceding regular shift, the Steward(s) shall be included in such required overtime or inclement working time. The Steward has the right to allow others to work instead but not the right to choose a successor.
- 9.600 Where work on the Contractor's job or portion thereof is interrupted and Employees are laid off or re-assigned such that the Steward is laid off or re-assigned, such Stewards shall be rehired and/or re-assigned to such work upon resumption of the interrupted work unless other arrangements are mutually acceptable.
- 9.700 The Council and the appropriate Affiliated Union shall be notified in writing by the Contractor and/or Employer within forty-eight (48) hours if a Steward is discharged for cause, and such cause shall be stated in written form.

**ARTICLE 10.000 - WAGES, CLASSIFICATIONS, FUNDS and PAYMENT OF WAGES**

10.100 Wages and Classifications

10.101 Wages shall be paid in accordance with the schedules and classifications set out in the appropriate Trade Section referred to in Article 22.000.

10.102 The hourly wage rates may be adjusted downward or upward should the Affiliated Union elect in writing to adjust their pension, health and welfare, or other funds included in their Trade Sections. These adjustments are not to increase or decrease the total amount paid for hourly wage rates, vacation and statutory holiday pay, health and welfare, pension and other funds in the Agreement. New funds that are mutually agreeable to the Parties may be included in the above adjustments as long as the total amount paid is not increased.

10.103 New Classifications

When new classifications are required the Employer and the Council shall be given the opportunity to mutually agree to new classifications and wage rates. Every effort shall be made to conclude negotiations within thirty (30) calendar days. The rate established shall be retroactive to the date notice in writing is given by either Party to commence negotiations; or the date of introduction on the Worksite, whichever is the later. The thirty (30) calendar day period may be extended by mutual agreement of the Parties. Failing settlement by the Employer and the Council, the matter may be resolved through the grievance procedure. Pending settlement the Employee shall be paid at the current rate.

10.104 Journeyperson Rates

The journeyperson rates contained in this agreement shall be paid only to those whose qualification standards shall be the Interprovincial Red Seal standard and/or the designated British Columbia Trade Qualification and Occupations or those qualifications recognized by the Parties to this agreement.

10.200 Funds



- 10.201 Funds shall be paid in accordance with the amounts set out in the Master Section and/or appropriate Trade Section referred to in Article 22.000. Payment of funds shall be made by the 15th day of the following month except when the pay day is in the last week of the month which makes it difficult to make the target date of the 15th.
- 10.202 Contributions to Health and Welfare Funds, Pension Funds and other Funds shall be calculated on the basis of each hour of work performed (eg. not including shift differential and overtime premiums).
- 10.203 Rehabilitation Fund
- An amount equal to two cents (\$.02) per hour shall be paid monthly into the B.C. Construction Industry Rehabilitation Fund.
- 10.204 Construction Industry Health and Safety Fund
- An amount equal to two cents (\$.02) per hour shall be paid into the C.C. Construction Industry Health and Safety Fund.
- 10.205 Skill Plan
- An amount equal to two cents (\$.02) per hour shall be paid into the B.C. Construction Industry Skills Improvement Council Skill Plan Fund providing the Skill Plan is in operation.
- 10.206 J.A.P. Fund  
(see Article 4.700)
- 10.300 Amendments to Wages and Funds
- 10.301 On or before January 1, 2011 the Parties shall meet to discuss and reach agreement on hourly wage rates, vacation and statutory holiday pay rates, health and welfare and pension contributions and other fund contributions, to be effective July 1, 2011 and to remain in force until July 1, 2013. In the event that the Parties have not reached agreement by March 31, 2011 the matter shall be referred to an Arbitrator or Arbitration Board selected pursuant to Article 7.210(b) or (c), for a binding decision. The Arbitrator shall hear and determine the matter prior to June 1, 2011.
- (a) Effective July 1<sup>st</sup>, 2008, a percentage increase which varied for each union, as per the Memorandum of Agreement signed October 6, 2008, was applied to all wages and benefits as set out in the appropriate Trade Section referred to in Article 22.000.
- (b) Effective July 1st, 2009 an increase of 3.0% (three percent) to all wages and benefits as set out in the appropriate Trade Section referred to in Article 22.000.
- (c) Effective July 1st, 2010, an increase of 2.0% (two percent) to all wages and benefits as set out in

the appropriate Trade Section referred to in Article 22.000.

10.302 The Parties agree to the same process including arbitration for each subsequent extension period until the expiry of the term of this Agreement. This provision shall not affect the term of this Agreement defined in Article 25.000.

10.400 Payment of Wages

10.401 Pay Days

Employees shall be paid every second week. Payment shall be made by direct bank deposit or by cheque the Friday of each such week, it being understood that the Employer shall hold back no more than five (5) days' pay in any pay period. Employees shall be requested to sign bank deposit authorizations at the time of hire.

10.402 If the regular pay day falls on a Statutory and/or Recognized Holiday, Employees shall be paid on the preceding working day.

10.403 All Employees must be paid wages in full at time of discharge or layoff on the job, by direct bank deposit or, arrangements made whereby a cheque shall be mailed to them not later than five (5) working days following such day. Travel and other allowances due shall be paid each pay period on the regular pay day. Those Employees quitting must be paid wages in full by direct bank deposit within five (5) working days or a cheque mailed to them within five (5) working days. Mailing shall be by registered mail.

10.404 All travel expenses shall be paid on the Employee's first (1st) pay day following hire.

10.405 Payroll Advance

Employees shall be entitled to one (1) payroll advance, if requested, prior to receiving their first pay and shall not be entitled to any payroll advances thereafter.

10.406 Pay Slips

The Employer shall provide an itemized statement with each pay; this statement to show the Employer's and Contractor's name, the number of hours at straight time rate and at overtime rate, Statutory Holiday pay, vacation pay, wage rate, total deductions from the amount earned, check-out allowance and daily travel reimbursement.

**ARTICLE 11.000 - HOURS OF WORK**

(Note: The Hours of Work in this Article apply to all Affiliated Unions except for Culinary Workers which is set forth in their Trade Section, however Article 11.200 shall apply to the Culinary Workers.)

11.100 Regular Work Day

Eight (8) hours per day shall constitute a regular work day between the hours of 8:00 a.m. and 4:30 p.m. Forty (40) hours per week shall

constitute a week's work, Monday through Friday inclusive. The unpaid lunch period shall be one-half (1/2) hour. The start of the regular work day may be varied by two (2) hours without penalty or premium payment, with at least twenty-four (24) hours notice provided.

11.110 Lunch Breaks - Regular Work Day or Shifts (Surface and Underground)

11.111 An Employee shall not be required to work during regular lunch break except in emergency or special circumstances. Where an Employee is required to work through lunch period, such Employee shall be paid the overtime rate and be given a minimum of one-quarter (1/4) hour to consume lunch, such time shall be paid for as part of the regular shift. It is understood that the lunch period can be taken within one (1) hour of the start of the lunch period as set out in this Article. No penalty or premium shall be paid if the meal period is adjusted or staggered with others.

11.120 Rest Breaks - Regular Work Day or Shifts (Surface and Underground)

11.121 Two (2) rest breaks of ten (10) minutes each shall be taken at the Employee's station of work at the one-quarter (1/4) and three-quarter (3/4) point of the shift or as near thereto as possible within the bounds of one-half (1/2) hour on either side of the normal break.

11.122 Rest breaks may be staggered, alternated or varied within the bounds of Article 11.121 to permit continuous operation for concrete pouring, power rigging, maintenance, servicing, or any other reason where continuity of the work is required.

11.123 In instances of continuous concrete pouring and finishing where Employees are unable to observe the rest breaks as specified in this Article, then overtime shall be paid for the rest break.

11.200 Overtime Premium - Regular Work Day or Shifts (Surface and Underground)

(a) All hours worked outside the established regular workday of eight (8) hours and outside the established shift hours, or the accepted variations therefrom, shall be considered overtime until a break of eight (8) hours occurs and shall be paid for at time and one half for the first two hours and double time rates thereafter.

(b) Time worked on Saturdays shall be paid for at time and one-half rates for up to four (4) hours and double time rates thereafter, except when an Employee's work week ends on Saturday [see 11.500 (a)].

(c) Time worked on Sundays and on Statutory and/or Recognized Holidays as listed in Article 13.000 of this Agreement, shall be paid for at double time rates.

(d) Shift differential shall be paid at straight time.

(e) Overtime shall be computed and paid in units of not less than ten (10) minutes. For purposes of calculation any portion of ten (10) minutes shall be paid as ten (10) minutes.

In the event an Employee is required to work overtime past the hour of 12:00 o'clock midnight and the Contractor instructs the Employee to take an eight (8) hour break so

that overtime rates would not apply the following day, the Employee's time shall start at the regular starting time. For example, an Employee works until 3:00 o'clock a.m., takes an eight (8) hour break, starts work at 11:00 o'clock a.m. and shall be paid from 8:00 o'clock a.m. at straight time rates.

It is the intent of this Clause that an Employee shall not lose a normal shift due to taking the required eight (8) hour break. (e.g. An Employee works until 8:00 a.m. the following day and takes an eight (8) hour break. The Employee's starting time shall be the following day at the normal shift, but the Employee shall be paid for the full shift not worked the previous day.) This Clause shall not apply if the Employee is terminated at the end of the overtime shift. The Clause shall apply when the Employee remains on the payroll, assigned to the same Contractor.

11.201 No penalty or premiums shall be payable if the hours are varied to obey posted Fire Prevention Regulations made under the Forest Act.

11.202 Overtime hours worked after the completion of a scheduled day shift shall not attract the afternoon shift differential premium and overtime hours worked after the completion of an afternoon shift shall not attract the night shift differential premium as provided in this Article. Shift differential shall not be paid on overtime worked on Saturday, Sunday and Statutory Holidays.

11.203 Notice of Weekend Work

The Contractor shall endeavour to give as much notice as possible of weekend work. The Contractor shall endeavour to give notice on Thursday for work on the upcoming weekend, however, it is recognized there shall be circumstances that arise where this shall not be possible.

11.300 Provision of Meals on Overtime, Regular Workday or Shifts

11.301 Employees shall not work more than five (5) hours without receiving a meal, without charge to the Employee. The Contractor shall give the Employee one-half (1/2) hour without pay to eat the meal in the lunch room or the Contractor may request the Employee to eat the meal at the station of work and be paid through the meal period. The Contractor shall deliver the meal.

11.302 When an Employee is required to work in excess of ten (10) hours, the Contractor shall be required to provide a hot meal without charge to that Employee. The consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour and this break shall not occur more than five (5) hours after the end of the Employee's last meal period.

11.303 Should an Employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

11.304 Overtime worked in advance of regular starting times shall not be computed in calculating the ten (10) hours in 11.302.

11.305 A hot meal may, at the discretion and option of the Contractor, be delivered or served to an entitled Employee at the work area lunch room.

11.306 It is understood that an additional rest break, not to exceed ten (10) minutes duration, shall occur between each successive meal break.

11.400 Location of Starting and Stopping Time - Regular Workday or Shifts

11.401 Starting and stopping time shall commence at the lunch room or tool lockup except for hot seat operations or other continuous operations where starting and stopping time shall commence at the work station.

Where Employees are required to put away tools and/or cleanup, they shall be given five (5) minutes prior to the end of the shift to do so. Where the Site Representatives mutually agree that in certain situations that five (5) minutes is inappropriate, then by mutual agreement of the Site Representatives, other arrangements may be agreed to.

11.402 Marshalling points generally shall be located at the Camp. Other marshalling points may also be established for Employees who are not camp residents.

11.403 Where the point of starting or stopping is within 2,500 feet of a marshalling point, Employees shall walk on their own time from the marshalling point to the starting point. Otherwise the Employees may be transported from the marshalling point to the Employee's designated starting point on the Employee's time up to a maximum of thirty (30) minutes. Any time beyond thirty (30) minutes shall be paid at the prevailing rates of pay.

11.404 Vehicles transporting Employees shall be designated non-smoking.

11.405 Vehicles used to transport workers shall be approved passenger vehicles conforming to public transportation standards and operated in compliance with Workers' Compensation Board regulations.

11.500 Surface and Underground Shifts - Other Than Regular Work Days

(a) Shift Employees may be scheduled from 8:00 a.m. Monday to 8:00 a.m. Saturday. On time worked outside the established shift hours, on Saturday or Sunday and on Recognized Holidays, overtime rates shall apply. The start of the work day may be varied by two (2) hours without penalty or premium payment, with at least twenty-four (24) hours notice provided.

(b) Where two or more shifts are worked such shifts shall rotate every two (2) weeks where practical. However, it is not intended that rotation shall apply where there is no counterpart or cross shift because the type of work is different. It is also recognized that first (day) shift may be larger than the second (afternoon) and/or third (night shift) and that some Employees may not rotate because they have no cross shift with which to rotate. Shifts may also not rotate when mutual agreement is reached between the Parties.

- (c) On a three shift operation, the shifts shall rotate in the following manner:

night shift to afternoon shift,  
afternoon shift to day shift,  
day shift to night shift.

- (d) Each shift Employee must be scheduled for three (3) consecutive work days and may be scheduled for five, six or seven days per week, except that when they work outside the regular shift hours, they shall be paid at applicable overtime rates.
- (e) Should the shift be cancelled prior to completion of three (3) consecutive work days, affected Employees shall be paid at applicable overtime rates for time worked. Individual Employees may not work three (3) consecutive work days for various reasons but shall not be paid overtime rates if the shift has been established.
- (f) The Employer may vary the start, finishing, meal times and rest periods of the following shifts by up to two hours with equivalent straight time pay being paid. Other shifts may be established by mutual agreement between the Employer Representative and the Council Representative and shall not be unreasonably withheld.

11.501 One, or Two, or Three Regular Shifts (Surface)

- (a) Work Schedules shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.
- (b) Work can be scheduled to be performed on one single shift or two shifts or three shifts and in any combination of the shifts outlined as follows:

<u>Day Shift</u>	<u>Straight Time</u>
Commence @ 8:00 a.m. to 12:00 noon	4 hrs.
Meal @ 12:00 noon to 12:30 p.m.	0 hrs.
Commence @ 12:30 p.m. to 4:30 p.m.	<u>4 hrs.</u>

TOTAL 8 hours straight time pay.

Afternoon Shift

Commence @ 4:30 p.m. to 8:30 p.m.	4 hrs.
Meal @ 8:30 p.m. to 9:00 p.m.	0 hrs.
Commence @ 9:00 p.m. to 12:30 a.m.	<u>3½ hrs.</u>

TOTAL 7½ hours + ½ hour Shift Differential =  
8 hours straight time pay.

Night Shift

Commence @ 12:30 a.m. to 4:00 a.m.	3½ hrs.
Meal @ 4:00 a.m. to 4:30 a.m.	0 hrs.
Commence @ 4:30 a.m. to 8:00 a.m.	<u>3½ hrs.</u>

TOTAL 7 hours + 1 hour Shift Differential =  
8 hours straight time pay.

- (c) Where the afternoon shift hours are varied beyond two (2) hours such that an Employee works part of the shift within the night shift hours described above, then the shift differential for the varied afternoon shift shall be three-quarters ( $\frac{3}{4}$ ) of an hour.

#### 11.502 Underground Shifts

- (a) Underground shifts shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.
- (b) The following shifts apply to employees working underground during excavation.

##### Day Shift:

Commence at	8:00 a.m. to 12:00 noon	4 hours
Meal at	12:00 noon to 12:30 p.m.	$\frac{1}{2}$ hour
Commence at	12:30 p.m. to 4:30 p.m.	<u>4</u> hours

TOTAL 8 hours +  $\frac{1}{2}$  hour overtime =  
8 $\frac{3}{4}$  hours Straight Time Pay.

##### Afternoon Shift:

Commence at	4:30 p.m. to 8:30 p.m.	4 hours
Meal at	8:30 p.m. to 9:00 p.m.	$\frac{1}{2}$ hour
Commence at	9:00 p.m. to 12:30 a.m.	<u>3<math>\frac{1}{2}</math></u> hours

TOTAL 7 $\frac{1}{2}$  hours +  $\frac{1}{2}$  hour overtime +  $\frac{1}{2}$  hour Shift Differential = 8 $\frac{3}{4}$  hours Straight Time Pay.

##### Night Shift:

Commence at	12:30 a.m. to 4:00 a.m.	3 $\frac{1}{2}$ hours
Meal at	4:00 a.m. to 4:30 a.m.	$\frac{1}{2}$ hour
Commence at	4:30 a.m. to 8:00 a.m.	<u>3<math>\frac{1}{2}</math></u> hours

TOTAL 7 hours +  $\frac{1}{2}$  hour overtime + 1 hour Shift Differential = 8 $\frac{3}{4}$  hours Straight Time Pay.

- (c) Underground Shift Employees may be scheduled on a one or two or three shift basis and in any combination.
- (d) A one-half ( $\frac{1}{2}$ ) hour lunch period with pay shall be allowed during each shift worked as shown in the schedule above (Article 11.502 (b)) and on overtime days at the appropriate rates of pay. Hot coffee, soup and sandwiches shall be supplied to underground workers at meal times.
- (e) Underground Premium

Except those persons employed under the Labourers' Trade Section which contains a schedule for underground rates, an Employee who works underground during excavation which includes drilling, blasting, guniting and/or rock bolting shall receive the regular rate of pay plus ten percent (10%). An Employee who works any part of a half shift underground shall be paid the ten percent (10%) premium for that half shift. If an Employee works

underground in both half shifts, the Employee shall be paid the regular wage plus ten percent (10%) for all hours paid that shift including shift differential plus pay for the underground lunch period. Underground premium shall not apply to overtime worked outside the shift hours, unless the overtime is worked underground.

- (f) Where the Afternoon Shift hours are varied beyond two (2) hours such that an Employee works part of the shift within the Night Shift hours described above, then the shift differential for the varied afternoon shift shall be three-quarters ( $\frac{3}{4}$ ) of an hour.

- 11.503 Compressed work week schedules may be established by mutual agreement between the Employer and the Council and provided it is agreed by a majority of the Affiliates affected.

**ARTICLE 12.000 - MINIMUM PAY AND REPORTING TIME**

(Except for Culinary Workers which is set forth in their Trade Section.)

12.100 Inclement Weather:

When an Employee reports to work and cannot work because of inclement weather, the Employee shall be paid four (4) hours reporting time and the Employee must remain on the job for the period paid unless otherwise instructed by an Employee's supervisor.

12.200 Work Not Available:

- 12.201 When an Employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, the Employee shall be paid two (2) hours reporting time at the prevailing rate and allowed to leave the job immediately.

- 12.202 If an Employee has started to work on a scheduled shift, the Employee shall be paid not less than four (4) hours' pay. When the Employee works more than four (4) hours the Employee shall be paid a minimum of the full straight time shift, including shift differential, as scheduled.

- 12.203 If the Contractor fails to provide work and requires an Employee to stand by for more than two (2) consecutive shifts, the Employee, at the Employee's option, shall be deemed to have been laid off. An Employee shall have the right to refuse a transfer from one Contractor to another. In the event the Employee does not choose to accept the transfer the Employee shall not be considered as having quit.

- 12.204 If no work is available in the Employee's classification and the Employee is given an alternative lower classification (other than Apprentice, Trainee and Improver classification) and the Employee does not want the demotion the Employee can claim a layoff.

- 12.205 Minimum report payments without work does not constitute work provided under 12.203.

12.300 Call-Ins

- 12.301 When an Employee is called in to work immediately outside an established shift or on Saturday, Sunday, or Statutory



Holiday, the Employee shall be paid a minimum of three (3) hours pay at double (2) the basic hourly rate except where it runs into the Employee's established shift.

12.302 "Call-in" pay shall be applicable to each call-in extended to an Employee, except that total call-in pay within a given eight (8) hour period shall not exceed normal overtime pay for that eight (8) hour period.

12.400 When an Employee is called-in to work on Saturday, Sunday or on a Holiday, the Employee shall be provided with a meal at the Employee's request, at what would be the Employee's regular meal period, provided the Employee has worked at least one and one-half (1-1/2) hours prior to the meal period, and the Employee is required to work after the meal period. However, it shall be the prerogative of the Contractor in conjunction with the Employee involved, to arrange meal breaks for efficiency and convenience of the job.

12.500 When an Employee is requested to be available for a call-in on Saturday, Sunday or a Holiday, the Employee shall receive two (2) hours straight time pay per twenty-four (24) hour period. When an Employee is requested to be available for a call-in outside of his/her established shift during week days (Monday to Friday) the Employee shall receive one (1) hour straight time pay per twenty-four (24) hour period.

12.501 Standbys shall be arranged in writing and shall stipulate the period of time the Employee must remain available.

12.502 Standby pay shall not be paid if the Employee is called and is unavailable, or does not report for work.

12.503 Call-in pay shall be in addition to standby pay.

12.600 Pay on Day of Injury

In cases of on-the-job injuries requiring offsite medical attention which prevents their return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, the injured worker shall be paid for the full shift.

12.700 Incomplete Shifts

When an Employee fails to work a complete shift and minimum conditions do not apply, the Employee shall only be paid for actual time worked.

**ARTICLE 13.000 - VACATION AND HOLIDAYS**

13.100 The Recognized Holidays are:

New Year's Day	Thanksgiving
Heritage Day (3rd Monday in February)	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Two (2) Floating Holidays
Canada Day	which shall be the first
B.C. Day	(2) regular working days
Labour Day	following Boxing Day or the
	day observed as Boxing Day.

and any such day as may be declared a Public Holiday by the Federal and/or Provincial Government.

No work shall be performed on Labour Day, except in cases of emergency.

13.200 Canada Day and Remembrance Day shall be observed on the nearest Monday or nearest Friday if Friday is closer. Those Employees wishing to observe Remembrance Day on November 11<sup>th</sup> will be permitted to do so provided they give their supervisor at least one (1) week's advance notice of their intention. Unless otherwise mutually agreed, other recognized Holidays in this Agreement falling on Saturday, or Sunday, shall be observed on the following Monday, except when Christmas Day falls on a Saturday or Sunday the following Monday and Tuesday shall be observed.

13.300 Christmas Recess

When a Contractor decides to shut down all or part of the work for a Christmas Recess and the Employees are given Christmas leave, the Contractor shall pay eighteen dollar (\$18.00) accommodation checkout to Employees in accommodation for each weekend day or Statutory Holiday that occurs during the Christmas shut-down period. To qualify the Employee must work the complete shift on the last day before the Christmas Recess begins and report for the first scheduled shift after the Christmas Recess unless the Employee has reasonable cause for not doing so.

13.400 Vacation Pay and Statutory Holiday Pay shall be calculated each pay period in accordance with the appropriate Trade Section and shall be paid at the end of each pay period.

**ARTICLE 14.000 - BOARD AND LODGING**

This Article (14.000 and Schedule B) shall not apply to Projects located in the Lower Mainland and Fraser Valley (Squamish to Hope).

14.100 Living Out Allowance shall be provided to all Employees who reside beyond One Hundred (100) kilometers (as per Article 6.212) from the Worksite at no cost to such Employees and shall be paid in accordance with the following.

Where there is no camp provided, each Employee shall select one (1) of the following options prior to commencing work on the project, and such selection shall apply for the duration of the Employee's employment on such project. The Employee shall provide the Employer with written notice of their selection upon request. Both options shall be payable on the basis of seven (7) days per week as long as the Employee is working all scheduled shifts.

Option #1 Employees shall be provided a daily lump sum Living Out Allowance (LOA) of \$95.00. Effective July 1, 2009 this amount shall be increased to \$100.00.

Option #2 Employees shall be provided with a single room plus \$52.50 daily meal allowance. Effective July 1, 2009 this amount shall be increased to \$55.00. Employees selecting Option #2 will be entitled Daily Travel Reimbursement under the provisions of Article 18.000.

Room and board facilities may be provided to all Employees who reside beyond one hundred (100) kilometres (as per Article 6.212) from the worksite at no cost to such employee. A camp shall be established for the installations of No. 5 Generating Unit at Mica.

14.101 If a camp is established, the camp dining room shall open at noon for off-duty camp residents and Employees working in

camp. Camp residents shall pick up lunches (which may include hot soup) at the camp prior to going on shift.

14.200 Camp Standards

Minimum standards for camp accommodation, ablution units, laundry facilities, recreation facilities and catering specifications are contained in Article 23.000 and Schedule B.

14.300 Camp Rules

Matters otherwise regulated by the rules attached in Article 23.000 and Schedule B shall also apply where they are not inconsistent with the terms of this Agreement.

14.400 Approval of Camp

Approval of camp site and facilities by the Council (Allied Hydro Council) shall follow only upon consultation between the Employer and the Council. Approvals shall not be unreasonably withheld. Grievances arising out of this matter shall be adjusted by the grievance procedure in Article 7.000.

14.500 Camp Grievances

Camp Grievances shall be settled by the Camp Committee as outlined in Article 23.000 and Schedule B.

14.600 Camp Moves

Employees who are requested to change rooms shall receive one hour at their regular straight time rate of pay.

14.700 Vacating Rooms

An employee who takes a leave of absence or vacation of one (1) week or more may be requested by the Contractor or camp management to vacate the assigned room for that period. If the Employee is so requested the Employee shall vacate the room and move all belongings out of the room and shall receive one (1) hour's straight time pay at the regular rate. If an Employee wishes to store belongings a lockup shall be provided.

14.800 Camp Maintenance

When only one is required a Carpenter or Plumber shall be hired and when two are required, the second one shall be the opposite. If a Camp Maintenance Plumber is asked and agrees to provide the required tools, twenty-five cents (\$0.25) per hour over the regular rate shall be paid.

14.900 Weekend Checkout

14.901 Any Employee who is accommodated by the Contractor may on any weekend vacate or checkout of such accommodation and the Contractor shall pay thirteen dollars (\$13.00) per day. To qualify the Employee must be available to work the Employee's scheduled shift prior to the weekend and/or Statutory Holiday and the Employee's scheduled shift after the weekend and/or Statutory Holiday unless the Employee has reasonable cause for not doing so.

This provision does not apply to Employees who are on leave of absence or vacation beyond a weekend or Statutory Holiday.

- 14.902 Where the accommodation is a hotel/motel the Employee may be required to vacate the room and remove all belongs out of the room. If an Employee wishes to store belongings, a lockup shall be provided.
- 14.903 Where a motel or hotel is used, Employees shall be accommodated one (1) person to a room; where sufficient rooms are not available to accommodate one (1) person to a room then relief shall be granted to allow two (2) persons to a room for a short duration.

**ARTICLE 15.000 - TOOLS AND LOCKUP CONDITIONS**

- 15.100 A suitable heated lockup must be provided by the Employer for workers using their own tools.
- 15.200 Other provisions concerning tools or equipment shall be as provided for by the appropriate Trade Section.
- 15.201 In case of fire or burglary the Contractor shall protect the value of an Employee's work clothes up to a total of three hundred and fifty dollars (\$350.00), required tools up to the total value of the tools, (tool for tool, make for make). The Employee shall provide a list of tools at the start of the job if requested by the Contractor.
- 15.202 The tools of an Employee starting a new job shall be in good condition and Employees shall be allowed reasonable time to maintain their tools in good condition.
- 15.203 The Contractor agrees to transport a sick or injured Employee's tools to the Employee's point of hire at the Contractor's expense.
- 15.300 If an Employee, at the time of hire or terminating, travels to or from the Worksite via public transportation, the cost of transporting the Employee's tools shall be paid by the Contractor.
- 15.400 Employees shall be responsible to protect the Contractors' tools and return them to the tool cribs or lockup.

**ARTICLE 16.000 - FIRST AID AND SAFETY**

- 16.100 The Employees covered by the terms of this Agreement shall, at all times, while in the employ of the Employer, be bound by the safety rules and regulations as established by the Contractor, Employer and Owner. Upon commencing employment the Contractor and the Employer shall fully acquaint Employees of these rules and regulations, and they are to be published at conspicuous places throughout the Worksite. The Contractor shall provide the Employee such items of safety equipment and apparel as required by these safety rules and regulations.
- 16.200 All equipment, tools, and materials must conform and be utilized in conformity with applicable Provincial and/or Federal Regulations, Acts, and Laws. The Contractor's safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.
- 16.300 It is understood and agreed that the Parties, Contractors, Affiliated Unions and Employees shall at all times comply with the accident prevention regulations of the Workers' Compensation Act. Any refusal

on the part of the workers to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Any refusal of workers to abide by Workers' Compensation Board regulations after being duly warned shall be just cause for dismissal.

16.301 At no time shall a worker be allowed to work alone unless adequate measures are instituted to regularly monitor the Employee's circumstances.

16.400 The Employer, and the Council shall give particular attention to the regulation of the Worker's Compensation Board respecting the setting up of a Safety Committee. The Council Representative or nominee shall accompany the W.C.B. Inspector for inspections.

16.401 Employees on the Safety Committee who are not on shift shall be allowed one hour straight time pay per month to attend the monthly meeting.

16.500 Other provisions concerning First Aid and Safety shall be provided by the appropriate Trade Section.

16.600 Drug and Alcohol Abuse

Columbia Hydro Constructors (CHC), the Allied Hydro Council (AHC) and employees recognize that the use of alcohol and drugs jeopardizes job safety and performance, as well as the well-being of employees. Individuals abusing alcohol and drugs can create safety hazards for themselves, co-workers and the general public. It is not our intent to mandate morality, but to take appropriate action when conduct appears to impact job performance or bring public discredit to CHC, AHC, or employees

Possession or use of alcohol and illegal drugs when on any CHC worksite is prohibited. This includes:

- Any use, possession, distribution or the offering for sale of illegal drugs or equipment for illegal drug use.
- Any possession, consumption or presence in the body of alcohol during working hours or on the worksite.

The abuse of drugs and alcohol is recognized as a contributor to poor job performance and an unsafe work environment. It is also recognized as a disruption of family and social life, and contributes to the deterioration in emotional and physical well-being. It is regarded as a disease having many causes both personal and social, but a disease nonetheless. This however, can be successfully treated, provided the affected individual is sufficiently motivated and rehabilitation efforts are aided by and understanding family, employer and associates.

**ARTICLE 17.000 - INITIAL AND TERMINAL TRANSPORTATION**

The following Articles 17.100, 17.200, 17.400 and 17.500 shall not apply to Projects located in the Lower Mainland and Fraser Valley (Squamish to Hope).

17.100 On initial hire, transportation to projects shall be provided for Employees, except local residents. Transportation shall include: ground transport to and from airports, airplane, airplane and bus, or bus (whichever is the quickest travel), from and return to the point of departure of the Employee, subject to the qualifying provisions of this Article. Employees who do not require Employer supplied transportation shall be reimbursed the equivalent transportation cost

to the normal Employer supplied transportation by the quickest route, on their first pay cheque as per Article 10.000.

17.200 If an Employee quits or is discharged for cause, when having been on the job for less than fifteen (15) calendar days, the cost of transportation to the jobsite shall be deducted by the Employer.

17.201 If an Employee quits or is discharged for cause when having been on the job thirty (30) calendar days or more, return transportation to point of hire shall be provided by the Employer.

17.300 One (1) hour notice of termination with pay shall be given by the Employer. The Employee shall use this time to gather personal belongings and tools together and attend to all matters dealing with the Employee's termination.

17.400 Where an Employee is transferred from one Contractor to another as per Article 5.500 or is rehired before returning to the point of hire, no transportation travel costs shall be paid at the time of transfer (rehire) and the new Contractor shall be responsible for paying the return transportation cost, if the Employee qualifies, at the time of termination.

17.500 Employees staying in supplied accommodation who are injured on the job and who require transportation costs not covered by the Workers' Compensation Board either to their point of hire or back to the job shall be paid such transportation cost.

17.501 When an Employee becomes ill or is injured in an accident not covered by W.C.B. while being lodged in supplied accommodation and the first aid attendant or a doctor recommends off-Site treatment or return to the Employee's point of hire, transportation costs shall be borne by the Contractor as shall transportation costs back to the job, provided work is available without terminating other Employees.

17.502 When an Employee is granted compassionate leave which has been verified in writing and/or approved by the Council, the Employee shall receive the cost of transportation back to the Site when returning to work.

#### **ARTICLE 18.000 - DAILY TRAVEL REIMBURSEMENT**

18.100 Daily Travel Reimbursement on Columbia River Watershed Projects (excluding Keenleyside Seismic Stability Project and Seven Mile Spillway Project - see Article 18.200).

(a) Daily travel reimbursement for Employees residing within one hundred (100) kilometers (as per Article 6.212) of the Worksite who are not entitled to room and board shall be paid in accordance with the following schedule:

<u>ROAD KILOMETERS</u> (distance from Residence to Site	<u>DAILY AMOUNT</u>
0 up to 20	\$ 5.00
21 up to 35	\$10.00
36 up to 50	\$15.00
51 up to 65	\$20.00
66 up to 80	\$25.00

81 up to 100

\$30.00

These amounts are to be paid for each day worked.

Daily travel reimbursement shall be paid for call out days, partial days worked and days when reporting pay is paid but shall only be paid once per day. Employees who travel beyond the one hundred (100) kilometers shall be paid to the maximum of the above schedule.

- (b) Employees who reside beyond one hundred (100) kilometers of the Worksite, at the time of hire, and are entitled to board and lodging shall have the option at time of hire to accept the conditions of daily travel rather than room and board. Reversal of the option shall require the approval of the Employer and the Council. Approval shall not be unreasonably denied.
- (c) Employees receiving daily travel reimbursement who are travelling beyond seventy (70) kilometers may request to receive room and board rather than daily travel reimbursement for the winter months (November 1 to March 31) because of winter weather driving conditions.

18.200 Daily Travel Reimbursement for Keenleyside Seismic Stability Project and Seven Mile Spillway Project

18.210 Daily travel reimbursement of six dollars (\$6.00) will be paid to all Employees for each day worked on the Keenleyside Seismic Stability Project and the Seven Mile Spillway Project.

**ARTICLE 19.000 - TRAINING AND EMPLOYEE DEVELOPMENT**

It is the intent of the Parties to promote the training and development of the Employees.

- 19.100 The Parties agree to employ the minimum number of Apprentices as set out in each Trade Section and additionally Apprentices shall be allowed in the following ratio: One (1) Apprentice for the first Journeyperson assigned to a Contractor and one (1) additional Apprentice for every four (4) additional working Journeypersons assigned to that Contractor, or other greater ratios as mutually agreed to by the Parties; for example, in cases where senior Apprentices perform Journeyperson's work.
- 19.200 The Council and the Affiliated Unions agree to encourage and promote Employees to take training and to take courses. Training time and self study time that are outside Employees scheduled hours shall not be paid. Each Affiliate Union shall encourage training through their training plans on or near the Site for Employees in skill areas where the Parties agree shall be mutually beneficial.
- 19.300 Training rates and rates of pay for positions not requiring a Trades Qualification Certificate (excluding apprenticeship rates) shall be established by mutual agreement between the Employer and each Affiliated Union.
- 19.400 The Council and the Affiliated Unions agree to cooperate with the Employer in hiring as apprentices Local Residents and First Nations People who qualify to enter the apprenticeship and other training programs.

- 19.500 The Parties shall jointly maintain a liaison and cooperate with local training institutions and agencies.
- 19.600 The Parties also agree to take initiatives to assist Local Residents and equity target groups to achieve the qualifications necessary to compete for employment.
- 19.700 The Parties agree to jointly prepare and present an orientation to all Employees hired to work on the Site.

The orientation shall include safety, housekeeping, environmental stewardship, and key provisions of this Agreement (eg. jurisdiction, no-strike/no-lockout, role of the Council and Employer).

#### **ARTICLE 20.000 - SPECIAL CONDITIONS**

##### 20.100 Lunch Rooms

A heated lunch room and women's and men's change rooms shall be provided for Employees for drying clothes, and changing clothes. The lunch and change rooms shall have tables, and benches, and provision for drying clothes. Such lunch and change rooms shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Contractor shall be responsible for having the lunch and change rooms cleaned on each working shift and kept cleared of working materials and other construction paraphernalia. Lunch rooms shall provide enough room for all the workers to be seated at a table for lunch.

##### 20.200 Protective Clothing

- 20.201 Protective clothing and safety equipment including rubber gloves, hard hats, winter linings, new sweat bands as required by the Occupational Health and Safety Regulations of the Workers' Compensation Act to protect a worker shall be provided. Such protective clothing shall be supplied by the Contractor, and shall be Union made whenever possible. Other provisions concerning protective clothing shall be as provided for by the appropriate Trade Section.
- 20.202 Steel toed rubber boots and rainproof clothing shall be supplied by the Contractor to the workers assigned to work in adverse conditions.
- 20.203 The Contractor shall supply protective clothing for welding and cutting as set out in the Trade Sections.
- 20.204 Employees making use of clothing, etc. shall be responsible for the return of such articles, subject to normal wear. Failure to return such articles shall subject the Employee to paying for same at cost. Reasonable explanation for failure to return articles shall be considered.

##### 20.300 Sanitary Conditions:

- 20.301 The Contractor 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.
- 20.302 Chemical or flush toilets shall be provided by the Contractor for both women and men from the commencement of work on all



- jobs. Toilet paper shall be provided and facilities shall be cleaned on each working shift.
- 20.303 Employees, Stewards, Union Business Agents, and the Council and Employer Representatives agree to co-operate to prevent vandalism, defacement and destruction of toilets and other facilities.
- 20.304 Where clean-up facilities are not provided and in mechanical and trade shops, hand cleanser and paper towels shall be provided at no cost to the Employee.
- 20.305 Where there is no potable running tap water available, cool drinking water in approved sanitary containers shall be provided by the Contractor. Paper cups shall be supplied. Salt tablets shall be supplied.
- 20.400 With regard to welding tests, the Contractor shall comply with the provisions for the testing of welders, set out in the appropriate Trade Section, including payment for same.
- 20.401 When working in a Fabrication Shop, proper ventilation shall be provided. In the event of a dispute, the Workers' Compensation Board Regulations shall prevail.
- When working in confined spaces with fibreglass or toxic fumes or smoke, proper ventilation and/or proper respiratory equipment shall be provided by the Contractor.
- 20.500 No Employees shall be permitted to use their own vehicles in a manner which the Council considers unfair to other workers or against the best interests of the Council.
- 20.600 Sexual Harassment
- 20.601 The Employer, Council, Affiliated Unions and Contractors agree that the workplace should be free from sexual harassment.
- 20.602 The Employer and Council agree to develop a complaint procedure to handle allegations of sexual harassment.
- 20.700 Telephone service shall be made available to all Employees at all times for incoming or outgoing emergency purposes and incoming emergency messages shall be relayed immediately.
- 20.800 Employees covered by this Agreement are required to take orders only from their immediate bargaining unit Crew Leader or if not immediately available, from general management. Other provisions concerning Crew Leaders and General Crew Leaders are contained in the appropriate Trade Sections.
- 20.900 If plug-ins are not provided for employee's vehicles during extreme cold weather then booster starts shall be provided by the Contractor.

**ARTICLE 21.000 - COUNCIL ADMINISTRATION FUND**

- 21.100 Effective July 1, 1999 the Employer shall contribute monthly to the Allied Hydro Council Administration Fund an amount equivalent to twenty cents (\$0.20) per hour for all hours worked by each Employee. Contributions shall be remitted to the Secretary/Treasurer of the Council not later than the fifteenth (15th) day of the following month.

**ARTICLE 22.000 - TRADE SECTIONS**

The following Trade Sections form part of this Agreement and are attached hereto as Appendices:

<u>APPENDIX</u>	<u>TRADE SECTIONS</u>
BM	Boilermakers
BR	Bricklayers
CA	Carpenter/Lathers
CE	Cement Masons
CU	Culinary Workers
DR	Drywall
EL	Electrical Workers - Inside Wire
ELL	Electrical Workers - Line
EV	Elevator Construction
FL	Floorlayers
GL	Glaziers
IN	Insulators
IR	Ironworkers
LA	Labourers - Heavy Construction
LAM	Labourers - Mason Tenders
LAP	Labourers - Plasterer's Helpers
LAR	Labourers - Road Builders
MW	Millwrights
OF	Office & Technical
OP	Operators - Heavy Construction
OPC	Operators - Piledriving, Dipper, Clamshell, Dredging
OPH	Operators - Hydraulic Dredging
OPR	Operators - Road Builders
OPS	Operators - Steel Erectors
PA	Painters
PI	Piledrivers - Divers
PLA	Plasterers
PL	Plumbers and Pipefitters
QU	Quality Control
RE	Refrigeration
SH	Sheet Metal - Standard
SHR	Sheet Metal - Roofers
TE	Teamsters - Heavy Construction
TER	Teamsters - Road Builders
TI	Tilesetters
TR	Terrazzo Workers

**ARTICLE 23.000 - CAMP STANDARDS**

23.000 The camp standards in Schedule B shall be maintained for the duration of the Collective Agreement, except modifications of the specific standards shall be made to the facilities in accordance with BC Hydro's Power Smart Program.

23.100 Inspection and Approval

23.101 Prior to the construction of a camp to be occupied by Employees, the responsible authority shall first submit plans, and proposed Site location to the Council for approval and such approval or rejection shall be given within fifteen days of application.

23.102 The Council shall conduct a camp inspection when the camp is ready for occupancy and give approval before Employees occupy

the camp. Approval for occupancy shall not unreasonably be denied.

- 23.103 Temporary Quarters - If it is necessary to provide temporary quarters for persons who are erecting the camp, such quarters shall be subject to approval by the Council, on the basis of reasonable standards, taking the circumstances into consideration.
- 23.104 Owner's Camp at Mica - It is agreed that the Owner's camp facilities that currently exist at Mica meet the standards required subject to camp inspection by the Council before occupancy.

**ARTICLE 24.000 - 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 the Employer for a particular Project, said Article or Articles may be modified by mutual consent of the Parties in written form when they deem it to be prudent.

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

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

**ARTICLE 25.000 - DURATION OF THE AGREEMENT**

- 25.100 The term of this Agreement shall coincide with the duration of the Development and shall commence on the date of signing of this Agreement and shall subsist until the 180th day next following the completion of the last Project undertaken as part of the Development. The Parties further agree that (50)2 and (50)3 of the Labour Relations Code is excluded from this Agreement.
- 25.200 For all work on the Development the Employer agrees that so long as the Labour Force Agreement between the Owner and the Employer is in force, all Contractors engaged by the Owner on the Development shall obtain their labour force from the Employer.

Duly executed by the Parties hereto this 10<sup>th</sup> day of July, 2009

For

COLUMBIA HYDRO CONSTRUCTORS LTD.

For

THE ALLIED HYDRO COUNCIL OF  
BRITISH COLUMBIA

\_\_\_\_\_  
Garry Corbett, Director

\_\_\_\_\_  
Chris Feller, President

\_\_\_\_\_  
Ray Aldeguer, Director

\_\_\_\_\_  
Brad Bastien, Vice President

\_\_\_\_\_  
Bill Earis, General Manager

\_\_\_\_\_  
Jim Paquette, Financial Sec.

As duly authorized by its  
members and on behalf of the  
below noted Unions.

The undersigned Affiliated Unions hereby authorize the Allied Hydro Council of B.C. by its President and Secretary to execute this Collective Agreement and any other agreements on their behalf and for all Employees of Columbia Hydro Constructors Ltd., and to file an application for certification of the Allied Hydro Council of B.C. to Columbia Hydro Constructors Ltd., and to act as their agent to handle all matters with Columbia Hydro Constructors Ltd. for and on behalf of the undersigned Affiliated Unions and to make or receive any other applications or notices under the Labour Relations Code and the undersigned agree that such authority shall subsist for the duration of the Development.

FOR:

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths,  
Forgers and Helpers  
Lodge 359

International Union of Bricklayers & Allied Craftworkers  
Local Union No. 2

International Brotherhood of Electrical Workers  
Local Union 213, Local Union 993, Local Union 1003, Local 258

Hotel Employees & Restaurant Employees International Union UNITE HERE  
Local 40

International Association of Heat & Frost Insulators & Asbestos Workers  
Local Union 118

International Association of Bridge, Structural, Ornamental and Reinforcing  
Ironworkers  
Local Union 97

Labourers International Union of North America Construction and Specialized  
Workers Union  
Local 1611

International Union of Operating Engineers  
Local Union 115

International Union of Painters & Allied Trades District Council 38  
Painters 138, Glaziers 1527, Drywall Finishers 2009

Operative Plasterers' and Cement Masons' International Association of the  
United States and Canada  
Local Union 919

United Association of Journeymen and Apprentices of the Plumbing &  
Pipefitting Industry of the United States and Canada  
Local Union 170, Local Union 516

Sheet Metal Workers International Association  
Local Union 280

International Union of Elevator Constructors  
Local Union 82

International Brotherhood of Teamsters  
Local Union 213

Canadian Office and Professional Employees Union  
Local Union 378

Construction Maintenance and Allied Workers Local 2300

United Brotherhood of Carpenters and Joiners of America  
Floorlayers Local Union 1541

United Brotherhood of Carpenters and Joiners of America  
Piledrivers Local Union 2404

United Brotherhood of Carpenters and Joiners of America  
Millwrights, Machine Erectors & Maintenance Union Local 2736

**SCHEDULE B****CLAUSE B.000 - CAMP STANDARDS****B.110 Living Accommodation**

- B.111 Room Construction - Each occupant shall be provided with a single room of not less than eighty (80) square feet of floor space. One interior partition wall shall be of 3/8" vinyl covered gyproc, all other walls and ceilings shall be covered with a suitable material, or if wood to be properly finished.

The floor shall be covered with a suitable material such as tile or lino. The room shall be properly insulated to guard against year-around climatic conditions and sound. All interior walls shall be insulated for sound proofing. Closets and storage shelving shall be constructed in such a manner to ensure the best possible additional sound proofing between the rooms. Each room shall be fully enclosed with a solid core door and mortise-type dead lock Weiser No. A501DLB or equivalent, and the occupant shall be supplied with a key. There shall be a window in each room fitted with a storm window and screen, and equipped with window blinds or lined drapes.

- B.112 Room Heating - Heating for the complex shall be a dual heat system using forced air flow set at 68 degrees Fahrenheit and thermostatically controlled electric baseboard heaters in each room.

The individual heat control system to include in-floor ducting, approved tight sealing registers and deflectors, and thermostats located 5'0" above the floor level on the opposite wall to the room heater.

- B.113 Air Conditioning - Air conditioning shall be provided in the accommodation areas. Air movement shall be provided in the kitchen area, i.e. Make up air, air flow or wall or window mounted units air conditioning.

- B.114 The following furnishings and fixtures shall be supplied to each room:

- (a) A clothes closet with minimum dimensions of 16" deep outside dimension, 7' in length and floor to ceiling, complete with hat shelf, clothes hanger rods and shelving, and two sliding doors on track. Closet doors to be fitted with hasp and staple, the wall or the backing for the closet shall be finished with a sound deadening material, i.e. donacona with pre-finished plywood or vinyl covered gyproc. (For details see Specification with B.C. and Yukon Territory Building and Construction Trades Council or Construction Labour Relations Association of B.C.)
- (b) A single commercial type bed of box spring and mattress construction. The bed shall not be less than 6'6" x 3'0" and shall be of good quality.
- (c) A table equipped with a drawer.
- (d) A radio shelf.
- (e) A waste basket and an ash tray.

- (f) A padded chair, Global No. 902 or equivalent, to be covered with a fabric.
- (g) At least three (3) coat hooks on interior walls.
- (h) A mirror-type cabinet complete with screened integral light fixture.
- (i) A towel rack, soap dish and glass holder.
- (j) Electrical outlets and fixtures, i.e. a ceiling light with a wall switch, a bed light with outlet and one duplex receptacle.
- (k) A television jack serviced from a main antenna or cablevision.

B.115 Each occupant shall be supplied with fresh, clean bed clothing, to include mattress-cover, two sheets, two pillows, 12" x 24", on request, two pillow cases, two blankets and a bed cover. The sheets and pillow cases to be changed weekly, the bed cover and mattress cover to be changed monthly. The blankets to be changed every three months.

B.116 Corridors to be completely enclosed and heated. The floor shall be covered with adequate material to deaden objectionable noises, e.g. rubber or carpet.

Exterior doors shall be weather-proofed and fitted with automatic door closures.

B.117 A heated dry room for the purpose of daily drying of outer clothing shall be made available in the living accommodations, of sufficient size to accommodate the number of occupants housed in such accommodation, on the scale of four square feet per person. The same to be equipped with racks and clothes hanger. The dry room door to be fitted with an automatic door closer. An extraction fan with minimum 700 C.F.M., vented to the outside, to be installed.

#### B.120 Toilets and Washrooms

##### B.121

- (a) Flush toilets shall be furnished at the following ratio:
  - 1 toilet for 1 to 5 persons
  - 2 toilets for 6 to 10 persons
  - 3 toilets for 11 to 15 persons
  - 4 toilets for 16 to 30 persons
  - 5 toilets for 31 to 45 persons
  - 6 toilets for 46 to 60 persons
  - 7 toilets for 61 to 75 persons
  - 8 toilets for 76 to 90 persons

with the addition of one (1) toilet for each fifteen (15) persons thereafter.

- (b) Urinals shall be furnished at the ratio of one (1) per twenty-five (25) persons.
- (c) A wash basin of the stainless steel or porcelain type at the ration of one (1) per five (5) persons and one mirror to each basin. Soap dispensers, paper towels and paper

cups Dixie 100 or equivalent shall be installed and supplied.

B.122

- (a) Individual scald proof showers shall be furnished at the ratio of one (1) to ten (10) persons.
- (b) Each shower unit shall be equipped with a shower bench.
- (c) Each shower dressing area shall be equipped with a plastic duckboard.

B.130 Laundry Facilities

B.131

- (a) Unless otherwise agreed at a Camp Approval Meeting on the basis of the provision of central camp laundry facilities each living accommodation unit housing up to twenty-five (25) persons shall be provided with one (1) heavy duty automatic washer, Maytag No. 106 or equivalent, and one (1) heavy duty automatic dryer, Maytag No. DG106 or equivalent. Each living accommodation unit shall be provided with one (1) extra dryer. (It is understood that on smaller sized units the extra dryer may be placed elsewhere.)
- (b) Replacement parts shall be held in readiness on the project and in the event of a break-down, repairs are to be performed as expeditiously as possible.

B.132 The laundry facilities in each living accommodation unit shall contain a dual wash tub with an adequate supply of hot and cold running water.

B.140 Recreation Facilities

B.141 On the basis of duration of the camp and proximity of local commercial facilities as determined at a the Approval Meeting, recreation space shall be provided on the basis of six (6) square feet per person and a minimum total of 520 square feet. On camps occupied by 50 persons or less the minimum shall be 320 square feet. Consideration of space, in addition to the use of the dining hall for lectures, films and meetings shall include a divided card room and partitioned T.V. room. Equipment to include: upholstered chairs, Global No. 902, or equivalent, pool tables, shuffleboards, dart boards, darts, games, etc. Hot tea, coffee, and chocolate shall be supplied daily.

B.142 The recreation space shall be in an insulated building; shall contain washroom facilities, soap dispensers, paper towel dispensers and paper cup dispensers, Dixie No. 100 or equivalent. The recreation space shall be adequately heated and air-conditioned.

B.143 Where T.V. reception is inadequate, current movies or video tapes (which includes movies) available for public distribution shall be provided for the entertainment of camp residents. Video programs shall be changed at least once a week, movies at least twice a week.

B.200 Maintenance



B.201 Rooms are to be maintained daily and such maintenance to include making of beds, emptying ashtrays and waste baskets and sweeping the floors, etc.

The corridors are to be maintained daily.

Weekly maintenance shall include washing the mirrors, windows (inside) and floors, etc.

B.202 The laundry and dryroom, ablution unit and recreation facilities shall be maintained in a clean condition daily.

B.203 Each housing unit shall provide Camp Attendant portable storage at least 6' x 4' with shelves of 2'0" width.

#### B.300 Camp Commissary

##### B.301

- (a) A camp commissary shall be provided and shall be stocked with tobacco supplies, soft drinks, magazines and newspapers, soap and toilet articles, working clothing, i.e. gloves, socks, etc. bearing the union label, this stock to be sold at prevailing retail prices in the area.
- (b) Cigarettes, candy and beverage dispensers shall be installed in the recreation room. In the event the vending machines are repeatedly abused, they may be removed.
- (c) A commercial type, ice-making machine of adequate capacity shall be installed in the recreation room.
- (d) It is understood that in the case of short term projects, one or more of the above conditions may not be required. A request shall be made at the Camp Approval Meeting and the request shall not be unreasonably withheld.

#### B.400 General Provisions

B.401 Fire Protection - A fire alarm system shall be provided for each building unit. Smoke detectors shall be installed in each sleeping room, ablution unit, dry room and hallways. Heat detectors shall be installed in the furnace room and laundry room. Manual pull stations shall be installed adjacent to each exit door.

An audible alarm shall be sounded on not less than a 10" alarm bell located in the corridor.

A standby battery and charger unit shall be provided sufficient in size to automatically operate the fire alarm system during electrical power failure for a period of twenty-four hours. On the resumption of electrical power, the battery/charger unit shall automatically transfer the system back to its normal operating state.

Emergency lighting to be installed in all camp units, hallways, and ablution units. All exit doors to be indicated with illuminated exit signs on the inside and while lights installed at the exterior doors. Chemical fire extinguishers to be provided on a ratio of one (1) extinguisher for every twenty (20) camp residents.

- B.402 Fire Insurance - Fire Insurance coverage on personal belongings up to a maximum amount of \$3,000.00 replacement cost per person with a \$50.00 deductible shall be secured prior to the approval of the camp.

Satisfactory proof of loss is to be provided by the Claimant in compliance with insurance companies' regulations.

- B.403 Walkways, Parking Lot and Parking Facilities -

- (a) Subject to this Clause, all camp units shall be skirted.
- (b) Walkways to be installed between all units. Where adverse weather conditions prevail, walkways shall be covered.
- (c) Exterior deck, stairs and handrails to be installed at all entrances. Where adverse weather conditions prevail, a vestibule type entry shall be provided with an exterior weather-proofed door and automatic door closer.
- (d) Foot scrapers to be installed at all camp unit exterior doors.
- (e) Parking lot facilities shall be maintained on a regular basis. Where camp security officers are employed, their duties shall include surveillance of the parking lot. Where illumination is insufficient from the camp area, then lighting shall be provided subject to this Clause.
- (f) It is understood by both Parties that in some situations, one or more of the conditions may not be required. A request for special dispensation shall be made at the Approval Meeting. Such request shall not be unreasonably denied.

- B.500 Camp Grievance Procedure

It is recognized that in the interest of all the camp occupants, grievances should be dealt with as expeditiously as possible, irrespective of who is responsible for the operation of the camp. The following grievance procedure has been developed for this purpose. However, this procedure does not preclude the right to process a grievance under the Grievance Procedure in Article 7.000.

- B.501 Camp Chair -

- (a) The Council representative shall organize and be the Chair of the Camp Committee. Each Affiliate Union shall elect or appoint a member to act on the Camp Committee.
- (b) The Camp Chair shall arrange regular monthly meetings during non-working hours. All Committee members attending from each trade shall receive one hours pay at straight time rates. The Chair shall ensure that the proceedings are recorded and copies of the minutes are given to the Council and Employer Site Representatives. It is understood that where extenuating circumstances require immediate attention to a problem, a meeting shall be called immediately.

- B.502 Camp Management -

- (a) The persons holding the responsibility for the management of the camp and the catering facilities and a Representative of the Employer shall co-operate with the Committee by attending the Camp meetings. They shall endeavour within their power, to answer all written grievances presented.
- (b) The camp management shall be given an opportunity to present any grievances it may have concerning the camp residents, and it shall be entitled to answers, when possible, to its grievances as they are presented.

#### B.503 Grievances -

- (a) No resident of the Camp shall complain directly to any Employee of the Catering Staff. A resident with a grievance shall first present it in writing to the Camp Committee Chair.
- (b) The Camp Committee members shall discuss all grievances with the Committee Chair who shall record the same. The Chair shall hold the grievances until the next regular meeting of the Camp Committee, provided however, such grievances are not of an urgent nature.
- (c) The Camp Chair shall present the grievance to the Camp Committee members at the meeting to examine the validity of the grievance(s). Decisions shall be determined by a majority vote of those present which shall be final and binding.
- (d) When the Camp Chair has listed all the valid grievances in their proper order, and presented them to the Camp Management or its designated representative in seriatim, the disposition of each grievance shall be recorded.
- (e) When all the grievances have been dealt with, the Chair shall have the record of grievances and disposition read out in the presence of the Camp Management before the meeting is adjourned.
- (f) At the conclusion of the meeting, a copy of the proceedings shall be sent to the Council, Employer, Camp Management and Catering Management.
- (g) A grievance of an urgent nature may be dealt with by the Camp Chair and at least two (2) members of the Camp Committee by going directly to the Camp Management and arranging a meeting for the specific purpose of discussing the urgent grievance.
- (h) If a grievance is not resolved pursuant to Clause B.500, the matter may be processed through Article 7.000 of the Collective Agreement.

#### B.600 Catering Specifications

##### B.601 Quality of Food Purchased -

MEAT: Must be "A" or "B" Standard, showing a Red or Blue Ribbon. Turkeys, chickens and other fowl must be "A" grade. All other meats must be of top grade choice quality.

DAIRY PRODUCTS (Including Eggs): Must be Grade "AA".

CANNED FRUIT AND VEGETABLES: Must be choice or fancy quality.

FRESH FRUITS AND VEGETABLES: In Season, must be choice quality or top grade when available.

B.602 Menu Requirements -

Breakfast:

Specific: Methods of food preparation and serving must be used to ensure freshness of items on the cafeteria line.

3 varieties of chilled juices, hot porridge, assorted dry cereals, bacon, fried, boiled, scrambled and poached eggs, white and brown toast, hash brown or home fried potatoes, tea, coffee and milk, hot cakes, ham and sausage twice weekly and one other of assorted meats on other days.

Variables: One of stewed prunes, stewed rhubarb, 1/2 grapefruit or other fruits.

One of baked beans, french toast, waffles, and omelette (plain, western, cheese, spanish or ham).

Lunch:

Specific: Soup (Clam Chowder on Fridays), one first line meat, one second line meat, one third line meat, two choices of potatoes, two vegetables, cakes, cookies, pastry and one pie daily.

Variables: One of mashed, baked, scalloped or french fried potatoes, one of Jello or pudding, canned fruit once per week, ice cream daily, one of lemonade, Koolaid or Freshie daily.

Dinner:

Specific: Same as lunch except first, second and third line meats must be changed.

Variables: Same as lunch except canned fruit three times per week. Ice cream daily, Jello or pudding daily, a fresh fruit daily in season of cherries, peaches, pears, cantaloupe, watermelon, grapes, bananas, etc.

Cold Table:

Specific: A cold table shall be provided daily for lunch and dinner meals. Minimum requirements: an assortment of salads, cole slaw, tossed, potato and two other salads, pickles (dill and sweet), pickled beets and eggs, fresh vegetables, tomato wedges, cucumber, green onions, celery, radishes and assorted garnishes. Pickled Meats: Herring, ham hocks, pigs feet. Cold Meats: ham, roast beef, head cheese, assorted cold cuts. Salad dressing: (assorted), vinegar and oil.

First Line Meats:

Cutlets, roast pork, roast beef, ham, ham steaks, chicken, turkey, pork chops, veal chops, roast lamb, roast veal, beef steak, roast duck, prawns, shrimp, oysters, salmon, halibut and Black Alaska cod. Fish must be served on Friday. Beef steaks must be served twice per week. There shall be no duplication of

First Line choice in a 5 day period other than beef and beef steak.

Second Line Meats:

Short ribs, swiss steak, stews, meat pies, liver, heart, curried dishes, tongue, salisbury steak, ground beef, sausages, spaghetti and meat balls, corned beef, spareribs and lamb chops.

Third Line Meats:

Weiners, omelets, chili con carne, baked beans, pizzas, a la king dishes, garlic sausages and dishes using leftover meats.

- B.603 Lunchroom - All sandwiches are to be prepared by catering staff, when practical a pre-order system may be utilized by the Caterers. (Sandwiches must contain a date coding.) An assortment of at least 8 choices must be available daily as follows: Beef, ham, pork and prepared meats, devilled eggs, fish, cheese, peanut butter and jam. Garnishes, e.g. lettuce, pickles, sliced tomatoes, celery, carrot sticks, radishes, sliced cucumbers, green onions, sliced eggs daily. Assorted pastries, choice of three types of pie (wrapped) and cookies daily. Tea, coffee and milk for thermos fillings must also be provided.
- B.604 Fresh Fruit - In season daily as made available at dinner meal.
- B.605 Salad Table - shall be refrigerated, or ice provided.
- B.606 Portion Control - Camp Residents are entitled to eat all the food they want. The size of individual servings may be limited, free access must be provided for those who wish to return for additional servings. Should the serving line run out of first line meat choice during regular meal periods, it must be replaced immediately by another first line choice.

Meals shall be prepared in accordance with specifications contained herein and may be subject to review where there is an infraction of the minimum requirements at a mutually agreed time by the Chair of the Camp Committee and the Catering Manager.

- B.607
- (a) Cafeteria-style of serving meals shall be acceptable provided trays and dishes are cleared by members of the culinary staff.
  - (b) Settings at the table shall not be less than 30 inches per person. There shall be adequate width and space between tables and chairs.
  - (c) The menu shall be posted in the entrance hall in a conspicuous position.
  - (d) Dinner plates are to be kept warm in a warming space prior to the serving of meals.
  - (e) The following stations shall be located separately so as not to impede the serving of the steam tables.
    - (i) Beverage Station, i.e., tea, coffee, milk, cold drinks, etc.

(ii) Fresh fruit station, i.e., apples, oranges, bananas, pears, plums, grapes, watermelon, etc.

(iii) Cold Tables, i.e., salads, cold meats, green vegetables, cheese, etc.

(f) To expedite meal service, meal hours may be staggered.

B.608 Employees shall be subject to "instant dismissal" in any case where they have been found guilty of taking food in any form from the Dining Hall with the exception of bag lunches for mid-shift meals.

B.609 In the event there is continued violations of these regulations by a caterer, then the caterer shall be required to appear before the Camp Committee to respond to the allegations.

B.700 Camp Regulations

1. All acts of vandalism shall be investigated and the responsible Party or Parties are to be exposed.
2. Any occupant of the camp found guilty of wilful damage to camp property shall be made responsible for all costs as the result of such wilful damage. Being under the influence of drugs or alcohol is not an excuse.
3. The Camp Committee shall have authority to withdraw camp privileges in cases of fighting, theft, wilful damage to camp property, smoking in bed or repeated offences.
4. Occupants of the camp shall be co-operative with the bull-cooks in maintaining cleanliness of the rooms.
5. No resident of the camp shall complain directly to an Employee of the camp or catering staff. If a resident has a grievance it shall be presented in writing to the Camp Committee Chair.
6. Occupants of the camp shall not disturb their neighbours by the playing of radios or television sets, or by noisy conversation after 11:00 p.m.
7. Late night parties in rooms are prohibited.
8. No occupant of the camp shall utilize laundry facilities that are located in the same building as the living quarters after 11:00 p.m.
9. Fighting or violence or sexual harassment of any sort in any part of the camp is grounds for instant dismissal.
11. Firearms shall not be allowed within the confines of the camp other than as stored in an established lock-up.
12. Any camp occupant who is abusive to any member of the Camp Committee, in the conduct of duties, shall appear before the Camp Committee to give an account.
13. The Camp Committee shall be authorized to summon any resident of the camp to appear before them to deal with grievances raised by the Camp Management.
14. The Camp Committee shall establish the dining area as non-smoking and other areas as required.

15. Camp Rules and those established by the camp manager or caterer shall be posted in each room.
16. Camp Committee members shall be paid one hour straight time per month for attending Camp Committee meetings.

**APPENDIX "BM"**

ALLIED HYDRO COUNCIL

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS

BOILERMAKERS TRADE SECTION

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**ARTICLE BM.100 - WAGE RATES AND CLASSIFICATIONS**BM.110 Wage Rates and Classifications

	2011	2012	<del>07/2008</del>	<del>07/2009</del>	<del>07/2010</del>
BM.111 Journeyperson Rate	\$34.79	\$34.79	<del>\$33.48</del>	<del>34.48</del>	<del>35.17</del>
General Crew Leader Journeyperson rate + 15%					
Crew Leader Journeyperson rate + 10%					

BM.112 <u>Apprenticeship Rates</u>	<u>% of Journeyperson Rate</u>
1st 1,000 hours	63%
2nd 1,000 hours	68%
3rd 1,000 hours	73%
4th 1,000 hours	78%
5th 1,000 hours	83%
6th 1,000 hours	90%

BM.113 Apprentices

Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to five (5) Journeypersons, provided however, it is understood that there may be situations where this ratio would be impractical and in which case consultation with the Business Manager of the Local Lodge with a view to finding a mutually acceptable solution.

BM.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

BM.130 Health and Welfare, and Pension Plan FundsBM.131 Health and Welfare Plan

Health and Welfare Plan Contributions shall be made each month to the Boilermakers, Lodge 359 Health and Welfare Fund of one dollar and ninety-eight cents (~~\$3.17~~) per hour.  
(\$3.56)

BM.132 Pension Plan

Contributions shall be made each month to the Boilermakers, Lodge 359, Pension Trust Fund of four dollars and thirty cents (~~\$5.71~~) per hour.  
(\$5.87)

BM.140 Other FundsBM.141 Apprenticeship Fund

Contributions shall be made each month to Lodge 359 Apprenticeship Fund of six cents (~~\$0.08~~) per hour.  
(\$0.22)

BM.142 Trade Advancement Fund

(\$0.23)  
Contributions of seven cents (~~\$0.09~~) per hour shall be made to Lodge 359, Trade Advancement Fund.

**BM.143 Affiliation Fund**

Contributions of three cents (\$0.04) per hour shall be made to the Boilermakers' Lodge 359 Affiliation Fund.

**ARTICLE BM.200 - CREW LEADER**

- BM.201 When two (2) or more Employees are employed, one (1) or more of the said Employees shall be chosen by the Contractor to act as Crew Leader, and the Employee acting as Crew Leader shall receive Crew Leader's wages.
- BM.202 When only one (1) Employee is employed and when the Contractor places that Employee in responsible charge of the work being done, that Employee shall receive Crew Leader's wages, provided that nothing in this Article shall interfere with the usual right to employ a single Employee for Journey person's wages.
- BM.203 When six (6) or more welders are employed, one (1) welder with the qualifications shall be "Welder Crew Leader". On new construction tank jobs when ten (10) Employees or less are employed, the Crew Leader, if required by the Employer, shall be a working Crew Leader.
- BM.204 A Boilermaker General Crew Leader may be utilized by the Employer whenever the Employer has established this level of supervision of the work on a job or when this level is appropriate to the size and nature of the job as determined by the Employer.
- BM.205 The selection of a Boilermaker General Crew Leader and the determination and acceptance of their qualifications shall be the sole prerogative of the Contractor.

**ARTICLE BM.300 - DUES**

Deductions of union dues and field dues shall be made monthly in the amount of four percent (4%) (or such amount as may be designated by the Affiliated Union) Field Dues of gross hourly wages of all Employees. Plus monthly dues of thirty-nine dollars and ten cents (\$39.10 per month).

**ARTICLE BM.400 - SPECIAL CONDITIONS****BM.410 General****BM.411 Protective Clothing**

The Employee shall be supplied, at no cost to the Employee, when required by the work to be performed: safety hats, sweat bands, liners, welding gloves, welding helmets, welding and burning goggles, grinding goggles and non-prescription safety glasses. No charge shall be made against the Employees for above items which are returned in reasonable condition, or which are lost or damaged beyond the Employee's control and are reported immediately.

BM.412 On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the Employee's clothes may be abnormally or permanently damaged, there shall be supplied and maintained the necessary protective clothing (including gloves where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the Employee for all Employees covered by this Agreement. On such work, Employees shall be allowed wash-up time prior to the conclusion of their shift.

BM.413 Such work shall also include special cases of new construction carried out in existing facilities such that the above abnormal conditions are encountered.

BM.414 Handicapped Workers

The Employer agrees, subject to prior consultation with the Affiliated Union, to employ any member on work which suits their physical ability and which is acceptable to the member (this shall include but not be limited to tool crib). Those who have suffered injury or disability in the trade should be employed when their capabilities are considered suitable, provided workers have the approval of the Workers' Compensation Board.

BM.415 The welding of staging brackets, lifting lugs, also key plate nuts, clips, etc., used for fitting shall be performed by Journeyman-welders only. All rigging and fitting shall be performed by Journeyman riggers and fitters only.

BM.416 It shall be a violation of this Agreement to engage in piecework or incentive payments of any description or any maximum production per day.

BM.417 Rubber Gear

Rubber boots, rainproof clothing and gloves are to be supplied to workers required to work underground, when necessary.

BM.420 Tools

When it is deemed necessary to maintain a special tool crib for the Boilermakers, such shall be under the jurisdiction of the Boilermakers' Union. It being understood the necessity of a tool crib and/or an attendant shall be determined by the Employer.

BM.430 Welding Tests

BM.431 The Trade Advancement Fund shall accept financial responsibility for the cost of performance qualification tests and inspection fees only for welders who are a holder of a valid welder's performance qualification record (W.P.Q.R.) book issued by the Boiler and Pressure Vessel Safety Branch Welding Section of the Ministry of Labour, and only for welding procedures which are registered with the Boiler and Pressure Vessel Safety Branch Welding Section in accordance with Section 9 (Welding and Brazing Qualifications) of the American Society of Mechanical Engineers (A.S.M.E.) Boiler and pressure Vessel Code.

BM.432 Any welder possessing a valid welder's performance qualifications record (W.P.Q.R.) book who is required to perform a performance qualification test(s) or whose

performance qualification expires during employment, and the Employee is instructed to perform a qualification test(s) or retest(s), shall be paid for the time required to perform such qualification test(s) or retest(s). Regardless of the results, the first performance qualification test(s) or retest(s) in each individual case shall be conducted on the Employer's time at the prevailing rate of wages; also to include travelling time, transportation, travel expenses and subsistence if applicable. Should the welder fail the first performance qualifications test(s) or retest(s), in each individual case, any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the Employee's own time.

BM.433 Welders passing a test(s) shall be furnished a copy of the test papers as soon as available. Successful testees shall remain in the employ for thirty (3) calendar days or until laid off at the completion of that particular job whichever is the earlier to qualify for wages and other expenses as set forth in BM.432 of this Article.

**APPENDIX "BR"**

ALLIED HYDRO COUNCIL

INTERNATIONAL UNION of BRICKLAYERS & ALLIED CRAFTSMEN

BRICKLAYERS TRADE SECTION

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**ARTICLE BR.100 - WAGES AND FUNDS**BR.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

BR.111 Journeyperson

\$30.78 31.70 32.33

BR.112 Apprentices

- (a) The rate of pay for Apprentices shall be as follows: (Each term = 6 months)

1st term - 55% of Journeyperson's rate  
 2nd term - 60% of Journeyperson's rate  
 3rd term - 65% of Journeyperson's rate  
 4th term - 75% of Journeyperson's rate  
 5th term - 80% of Journeyperson's rate  
 6th term - 85% of Journeyperson's rate  
 7th term - 90% of Journeyperson's rate  
 8th term - 95% of Journeyperson's rate.

- (b) Any apprentice, who completes the Government Pre-Apprentice Course, shall be credited with at least six (6) months of apprenticeship.

BR.113 Acid Proof and Refractory Work

The Contractor shall pay twenty-five cents (\$0.25) per hour over the regular rate for all-acid proof and refractory work. This does not include linings of fireplaces, or chimneys in houses, apartments, schools, office buildings, churches and hospitals.

BR.114 Unusually Dirty Conditions

Employees working under unusually dirty or disagreeable conditions such as heat [in excess of forty-five (45) degrees Celsius] and fumes shall be paid one (1) hour per day extra or any portion thereof. When working where temperatures exceed forty-five (45) degrees Celsius, there shall be a ten (10) minute rest period provided within each working hour.

BR.115 Industrial Stacks

When Employees are required to work on industrial stacks, they shall receive one (1) hour's pay extra for any portion of the first four (4) hours, and one (1) hour's pay extra for any portion of the second four (4) hours for each day over and above a height of sixty (60) feet.

BR.116 Height Money

When Employees are required to work any portion of a shift on hanging scaffolds at a height of more than fifty (50) feet from the ground on the exterior, or more than fifty (50) feet from the floor or bottom in the interior of a structure or vessel, the Employee shall be paid twenty-five cents (\$0.25) per hour above the prevailing rate for the entire shift. This section includes platform stages in towers and tanks, but excludes full width suspended scaffolds with proper guard rails used in general construction.

BR.120 Holidays and Statutory Holiday Pay

Vacation and Statutory Holiday Pay shall be calculated at the rate of twelve (12%) of gross earnings.

BR.130 Health and Welfare, and Pension Plan Funds

BR.131 Health and Welfare, Trust Fund

A contribution of two dollars sixty one cents (\$2.61) for each hour shall be paid to the Trustees of the Bricklayers & Masons Welfare Plan.

BR.132 Pension Trust Fund

- (a) A contribution of two dollars and fourteen cents (\$2.14) for each hour shall be paid on behalf of every Employee, employed in any job classification.
- (b) An equal contribution shall be deducted from each Employee's wages. The total shall be paid to the Trustees of the Bricklayers and Masons Pension Plan. Each Employee shall submit a written authorization so as the deductions for the Pension Plan may be made.

BR.140 Other Funds

BR.141 Bricklayers Advancement and Training Fund

Contributions shall be made at the rate of eleven cents (\$0.11) per hour for each Employee.

BR.142 Masonry Institute of B.C.

A contribution of forty-one cents (\$0.41) for each hour shall be paid on behalf of each Employee to the Masonry Institute of B.C. Fund.

**ARTICLE BR.200 - CREW LEADER**

When three (3) or more Bricklayers or Masons are employed, one (1) shall be appointed by the Contractor to act as Crew Leader. This Crew Leader shall receive one (1) hour's pay per day over the Journeyperson's rate. When overtime is worked, the Crew Leader shall receive time and one eighth above such overtime rate.

**ARTICLE BR.300 - DUES**

Bricklayers and Masons Field Dues

A deduction shall be made for a dues supplement in the amount of sixty-eight cents (\$0.68) per hour for each hour earned by all Employees in any job classification. If the Contractor fails to make the required deductions, the Contractor shall be liable for the amount due. The payment of these monies shall be made to the Affiliated Union. Payment shall be due and payable by the fifteenth (15th) day of the month following that which contributions cover.

**ARTICLE BR.400 - SPECIAL CONDITIONS**

BR.410 General

- BR.411 It is understood that Bricklayer's material weighing fifty (50) pounds or more shall require two (2) or more Bricklayers to install. When concrete blocks weighing in excess of forty-five (45) pounds are being set continuously over periods exceeding thirty (30) minutes, such material shall require two (2) or more Bricklayers to install.
- BR.412 No Apprentice shall be kept on a masonry saw for more than one (1) week at a time.
- BR.413 The Contractor shall supply waterproof gloves and aprons to Employees engaged in cutting on a wet masonry saw or washing down masonry.
- BR.414 Older Employees

Where seven (7) or more Employees are employed, if available, one (1) Employee who is over the age of fifty-five (55) years shall be hired. The Affiliated Union agrees that any Employee hired in accordance with the preceding paragraph shall be a qualified Journeyperson. The Affiliated Union agrees that the older Employee may be hired either before the work force reaches the number of seven (7), or when an eighth (8th) Employee is required and similarly as the work force increases. It is understood and agreed by both parties that the hiring of an older Employee in accordance with the preceding paragraph does not constitute a guarantee of continued employment of older Employees, but means that the ratio applicable is in terms of the total number of work force assigned to a single Contractor.

BR.420 Tools

- BR.421 Journeypersons and Apprentices shall be required to supply the ordinary tools of the trade. The following tools shall be the minimum requirement:

One (1) Marking Pencil  
 One (1) Trowel  
 One (1) Pointing Trowel  
 One (1) Four (4) Foot Level in working order  
 One (1) Rule or Tape  
 One (1) Bolster or Brick Set  
 One hundred (100) feet of Masons Line  
 One (1) Tool Bag or Box  
 One (1) Hand Brush  
 One (1) Raker or Raking Wheel  
 One (1) Mash Hammer  
 Two (2) Round Jointers  
 One (1) Tuck Pointer  
 Brick Hammer  
 Line Pins

- BR.422 Stonemasons shall be required to provide the following tools:

One (1) Trowel  
 One (1) Pointing Trowel  
 Two (2) Points  
 One (1) Tool Bag or Box  
 Two (2) Feather Jointers  
 One (1) Rule or Tape  
 Two (2) Traces - carbalooy tipped  
 One (1) Four Foot Level  
 One (1) to Two (2) to Four (4) Mash Hammer



Two (2) Pitches - carbaloy tipped  
One hundred (100) feet of Masons Line

BR.430 Scaffolds

BR.431 Scaffolds - General

- (a) Wood used for scaffolds shall be of a grade suitable for structural purposes (construction grade) and shall be inspected for defects before use.
- (b) Scaffold decking shall be of planks not less than two (2) inches and ten (10) inches nominal dimensions.
- (c) The distance between upright scaffold supports shall not be more than seven (7) feet.
- (d) Scaffold planks shall extend past supporting members not less than six (6) inches nor more than twelve (12) inches.
- (e) The minimum width for masonry scaffold shall be four (4) feet of which two (2) feet must be clear working area.
- (f) All scaffold over ten (10) feet above grade must be equipped with a guardrail not less than forty-two (42) inches in height.
- (g) All scaffolds of more than one (1) lift five (5) feet in height shall be equipped with an access ladder.

BR.432 Scaffolds - Suspended

- (a) All suspended staging shall be inspected and approved by the Crew Leader and the Job Steward, before workers are put to work on same.
- (b) All beams used to support suspended staging shall be steel I-Beams which shall either be bolted or welded securely in place.
- (c) On suspended stagings over eighteen (18) feet in diameter, a minimum of six (6) jacks and cables shall be used for support.
- (d) Platform staging in tanks, towers and stacks, shall be built so that the perimeter of the staging comes within six (6) inches of the wall of the unit.

**APPENDIX "CA"**

ALLIED HYDRO COUNCIL

Construction Maintenance and Allied Workers Local 2300

CARPENTERS STANDARD TRADE SECTION

(including Carpenter-Lathers)

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- CA.100 WAGES AND FUNDS
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    - CA.414 WELDERS
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    - CA.416 SCAFFOLD ERECTION AND DISMANTLING
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**ARTICLE CA.100 - WAGES AND FUNDS**CA.110 Wage Rates and ClassificationsCA.111 Carpenter and Carpenter-Lather

07/2008 07/2009 07/2010

(a)	Carpenter	\$31.11	32.04	32.68
	Carpenter Crew Leader	35.26	36.32	37.05
	Carpenter-Lather	31.11	32.04	32.68
	Carpenter-Lather Crew Leader	35.26	36.32	37.05
(b)	Apprentice			
	1st six months - 55%	17.11	17.62	17.97
	2nd six months - 60%	18.67	19.22	19.61
	3rd six months - 65%	20.22	20.83	21.24
	4th six months - 70%	21.78	22.43	22.88
	5th six months - 75%	23.33	24.03	24.51
	6th six months - 80%	24.89	25.63	26.14
	7th six months - 85%	26.44	27.23	27.78
	8th six months - 90%	28.00	28.84	29.41

CA.112 Employees who act as First Aid Attendants shall receive an additional seventy-five cents (\$.75) per hour above their wage rate.

CA.113 Premiums(a) Swing Stage and Bosun's Chairs

Each Employee shall receive a premium of fifty cents (\$.50) per hour in addition to the regular rate for all hours worked on swing stages and/or bosun's chairs. If the actual time spent on such stage or chair is less than four (4) hours, the Employee shall receive the said premium for a minimum of four (4) hours.

(b) Scaffold Erection and Dismantling

Each Employee shall receive a premium of fifty cents (\$.50) per hour in addition to the regular rate while engaged in the erection and/or dismantling of scaffolding, provided that such premium shall apply only while such Employee is actually working above the height of seventy (70) feet as measured from the base plates of such scaffolding. If the actual time spent on such erection and/or dismantling is less than four (4) hours, the Employee shall receive the said premium for a minimum of four (4) hours.

(c) Helicopter Premium

A worker who during the course of a day is required to work directly with a helicopter shall for all hours worked on that day be paid a premium equal to twenty-five percent (25%) of straight time wages.

The words, "to work directly with a helicopter", contained above shall be deemed to apply only to a worker expressly and specifically directed to perform work simultaneously and in conjunction with the use

of a helicopter at the station of work and nothing in this clause shall be construed or interpreted in such manner as shall entitle a worker to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance or preparatory to operations subsequently performed with the use of a helicopter.

A worker who during the course of a day is not required to work with a helicopter but who is transported to the job by helicopter shall not be entitled to the above premium but shall for that day be paid one (1) additional hour at the regular straight time hourly rate.

CA.114 Apprenticeship

(a) Carpenter and Carpenter-Lather Apprentices

There shall be one (1) Apprentice to the first two (2) Journeypersons dispatched and one (1) Apprentice for every four (4) additional Journeypersons thereafter.

CA.120 Vacation Pay and Statutory Holiday Pay

Vacation pay and Statutory Holiday or General Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

CA.130 Health and Welfare, and Pension Plan Funds

CA.131 Carpenter and Carpenter-Lather

One dollar and seventy-six cents (\$1.76) per hour in any job classification shall be paid to the Trustees of the Carpentry Workers' Welfare Plan for Health and Welfare and Pension. Two dollars and sixty-five (\$2.65) of the above shall be applied to the Carpenters Pension Plan.

CA.140 Other Funds

CA.141 Carpenter and Carpenter-Lather

(a) Apprenticeship Funds

An amount equal to nineteen cents (\$0.19) per hour for each hour shall be paid monthly into the Carpentry Apprenticeship and Training Fund. The Carpentry Apprenticeship and Training Fund shall each month transfer an amount equal to one cent (\$0.01) per hour to the Carpenter-Lather Joint Advisory and Apprenticeship Committee.

(b) Carpenters Joint Advisory and Administration Funds

An amount equal to thirty cents (\$0.30) per hour shall be paid monthly into the Carpenters Joint Advisory and Administration Funds. The Carpenters Joint Advisory and Administration Funds shall be distributed as follows: Carpenters Joint Advisory

Fund - \$0.01; Carpenters Administration Fund - \$0.29.

**ARTICLE CA.200 - CREW LEADER**

CA.210 Carpenter and Carpenter-Lather Crew Leader

Any person in charge of work who issues orders or gives directions to Employees shall be known as Crew Leader and shall be a journeyperson. All instructions given to Employees shall be given directly by the carpenter or millwright Crew Leader to whom the Employees are regularly assigned. Where more than six (6) Employees are employed, a non-working Carpenter, Carpenter-Lather or Millwright Crew Leader shall be employed.

**ARTICLE CA-300 - DUES**

CA.310 Carpenters and Carpenter-Lathers Field Dues

Such hourly amounts shall be deducted as the Affiliated Union shall from time to time direct, and forward same to the Carpenters' Dues Supplement fund.

**ARTICLE CA.400 - SPECIAL CONDITIONS**

CA.410 Carpenter and Carpenter-Lather

CA.411 Equipment Supplied

If the following tools or equipment - ladder, straight edge, saw horse, patent mitre box, stapling gun, hand clamp (other than saw clamp), power tools, or any other than ordinary carpenter tools, millwrights' excepted - are desirable for the better carrying out of work, they shall be supplied by the Contractor.

CA.412 Saw Filing

A tab shall be given to the Employee by the Contractor or saw filer when the saw(s) are left for filing, the tab to be presented upon receiving the filed saw. In the event that saw(s) are lost, the Contractor shall replace these with new saw(s) of equal quality.

CA.413 Protective Clothing

In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement shall be borne by the Contractor.

CA.414 Welders

The Contractor shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work on a "charge-out" basis.

**APPENDIX "CE"**

ALLIED HYDRO COUNCIL

OPERATIVE PLASTERERS' and CEMENT MASONS'  
INTERNATIONAL ASSOCIATION of the UNITED STATES and CANADA  
CEMENT MASONS TRADE SECTION

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CE.100 WAGES AND FUNDS

CE.100 WAGE RATES AND CLASSIFICATIONS

CE.120 VACATION AND STATUTORY HOLIDAY PAY RATES

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CE.140 OTHER FUNDS

CE.200 CREW LEADER

CE.300 DUES

CE.400 SPECIAL CONDITIONS

CE.410 GENERAL

CE.420 TOOL LIST

**ARTICLE CE.100 - WAGES AND FUNDS**CE.110 Wage Rates and ClassificationsCE.111 Journeyperson

07/2008 07/2009 07/2010

Cement Mason	\$29.16	30.03	30.63
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The Journeyperson Cement Mason's rate includes a five cent (\$0.05) per hour tool allowance contribution.

CE.112 Apprentices

1st to 6th month	70% of Cement Masons' rate of pay
7th to 12th month	75% of Cement Masons' rate of pay
13th to 18th month	80% of Cement Masons' rate of pay
19th to 24th month	85% of Cement Masons' rate of pay
25th to 30th month	90% of Cement Masons' rate of pay
31st to 36th month	95% of Cement Masons' rate of pay

CE.113 When five (5) or more Journeypersons are employed on a job, one (1) Apprentice shall be employed when available.

CE.114 Height Pay

Employees working from slipform, scaffolds, swinging stages, buckets, cages or any platform or device that is suspended shall be paid forty-five cents (\$0.45) per hour above the hourly rate.

CE.115 Grinding of Concrete

(a) Thirty-five cents (\$0.35) per hour above the hourly rate shall be paid if the grinder is being used during the first four (4) hours of the shift, then the thirty-five cents (\$0.35) additional payment shall be made to Cement Masons for a minimum of four (4) hours. If the grinder is being used after the regular lunch break, then the payment shall be applied to each hour of the entire shift. However, if the grinder is not used prior to the lunch break, then the premium rate shall only apply to those hours after such break.

(b) The operators of grinders shall be rotated as often as possible to assure that the same person is not constantly employed on this type of work because of the dust and health hazards involved. Where an Employee, by the Employee's own option, agrees to continue on the grinding operation, that Employee need not be rotated in compliance with the above.

CE.116 First Aid Attendant

When an Employee is required to act as a First Aid Attendant, they shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to the required hourly rate.

CE.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of twelve (12%) of gross earnings.



**CE.130 Health and Welfare, and Pension Plan Funds****CE.131 Health & Welfare**

Contributions of two dollars (\$2.00) per hour shall be made to the Cement Masons Welfare Trust Fund for the purpose of providing welfare benefits.

**CE.132 Pension Plan**

Contributions of two dollars and fifty-two cents (\$2.52) for each hour shall be made to the Cement Masons' Pension Trust Fund.

**CE.140 Other Funds****CE.141 Cement Masons' Apprenticeship Fund and Trade Promotional Fund**

Contributions of fifteen cents (\$0.15) per hour shall be made by Employees covered by this Agreement, to the Cement Masons Apprenticeship and Trade Promotional Fund.

**ARTICLE CE.200 - CREW LEADER**

CE.201 When three (3) or more Cement Masons are employed on the same job, one (1) of these Cement Masons shall be appointed a working Crew Leader and shall be paid twelve percent (12%) over the basic hourly wage rate.

CE.202 A Crew Leader shall not be required to work with the tools when the Crew Leader's crew including self exceeds six (6) workers unless the Crew Leader considers it necessary.

CE.203 When only two (2) Cement Mason crews are employed, then one (1) shall be designated as Lead Hand and shall receive thirty-five cents (\$0.35) over the basic hourly wage rate. The Lead Hand shall be under the direction of the Project Manager or Superintendent and shall convey instructions to the other Employee. When only one (1) Cement Mason is employed, the Cement Mason shall receive instructions from an official of the Contractor designated as being in charge of the job. When an official has been designated in accordance with this provision, that person shall be the only representative of the Contractor to issue instructions during the entire shift or until two (2) or more Cement Masons are employed, but this does not restrict the right of the Contractor from changing the designations at the start of a new shift.

**CE.204 General Crew Leader**

Where more than nineteen (19) Cement Masons or four (4) Crew Leaders are employed, the Employer shall appoint a General Crew Leader at sixteen percent (16%) over the basic Industrial Hourly Rate plus one-half hour at straight time per shift (at Overtime rates on Overtime shifts).

General Crew Leaders shall not be required to work with the tools unless the General Crew Leader considers it necessary.

**ARTICLE CE.300 - DUES**

A deduction for a dues supplement in an amount of seventy-two cents (\$0.72) per hour for each hour earned by Employees shall be made to the Cement Masons Welfare Trust Fund, as directed by the Affiliated Union.

**ARTICLE CE.400 - SPECIAL CONDITIONS**

**CE.410 General**

CE.411 Respirators shall be furnished to all Cement Masons while grinding. When respirators are issued, they shall be in a sanitary condition and a supply of new filters shall be available. Also, safety glasses or goggles shall be furnished for Cement Masons for grinding, chipping or bushhammering of concrete. While grinding in confined areas, a fan or similar device shall be supplied for dust removal.

CE.412 Disposable coveralls and rubber gloves shall be supplied when Cement Masons are required to work with hand applied colour ad-mix epoxy, or similar materials. On the jobs where the above work can be completed within a consecutive two (2) hour period (i.e. 8:00 a.m. to 10:00 a.m.) in any one day, then the above protective clothing need not be supplied.

CE.413 All necessary safety practices in the use of epoxy shall be followed, as required by the Workers' Compensation Board, and the Cement Masons shall cooperate in following these safety measures.

CE.414 The Cement Masons' crew must be on the job to assist with the pour on slab work, or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.

CE.415 It shall be considered a violation of this Agreement to rent equipment or power tools from Cement Mason Employees, or to make employment conditional upon their providing or furnishing equipment or power tools.

CE.416 It shall be a violation of this Agreement for Employees to engage in piece work of any description.

**CE.420 Tool List**

Cement Masons shall be required to have the following standard hand tools: two (2) steel trowels, pointing trowel, masonry chipping hammer, cold chisel, wooden float, standard edger, rubber float and cement type water brush. On jobs where rubber floats and brushes wear out, new floats and brushes as required, shall be supplied.

**APPENDIX "CU"**

ALLIED HYDRO COUNCIL

HOTEL EMPLOYEES & RESTAURANT EMPLOYEES INTERNATIONAL UNION

CULINARY WORKERS TRADE SECTION

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  - CU.440 TOOLS
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  - CU.460 MINIMUM PAY AND REPORTING TIME

**ARTICLE CU.100 - WAGES AND FUNDS****CU.110 Wage Rates and Classifications**

	07/2008	07/2009	07/2010
Chef	\$28.72	29.58	30.17
1st Cook	28.38	29.23	29.81
Baker	28.38	29.23	29.81
Butcher	28.38	29.23	29.81
2nd Cook	26.43	27.22	27.76
3rd Cook	25.84	26.62	27.15
Baker's Helper	24.62	25.36	25.87
Cook's Helper	24.62	25.36	25.87
Sandwich/Saladperson	25.03	25.78	26.30
Pantry/Coffee/Teaperson	24.66	25.40	25.91
Commissary	24.87	25.62	26.13
General Help	24.60	25.34	25.85
Mess Hall Attendant	24.60	25.34	25.85
Camp Attendant	24.19	24.92	25.42
Head Mess Hall Attendant	24.87	25.62	26.13
Assistant Head Mess Hall Attendant	24.85	25.60	26.11
Head Dishwasher	24.83	25.57	26.08
Head Camp Attendant	24.87	25.62	26.13
Assistant Head Camp Attendant	24.85	25.60	26.11

CU.111 There shall be no requirement to work a multiple classification where there is an established eight (8) hour workload within the Employee's dispatch classification.

CU.112 Where there are no adequate facilities for First Aid in the camp location, an Employee with the minimum "C" Industrial First Aid Ticket shall be available and shall be paid a premium of twenty-five cents (\$0.25) per hour over the regular hourly rate for all hours worked.

CU.113 Higher and Lesser Wage Rates

CU.114 When, to meet the Contractors' requirements, an Employee is temporarily transferred to a lower classification job while work is still available at the Employee's regular job, the Employee shall receive the wage rate for the regular job. When, due to shortage of work, an Employee is transferred to a lower classification job as an alternative to layoff or discharge, the Employee shall receive the wage rate for such lower classification job effective the day following such transfer.

CU.115 Where an Employee works in a higher hourly wage classification, the Employee shall be paid the higher rate for a minimum of four (4) hours. If the Employee works more than four (4) hours at the higher wage classification, the Employee shall be paid the higher rate for the entire shift. Thereafter the Employee shall receive the wage rate for such higher rated classification.

CU.116 A temporary transfer shall not normally exceed one-half month after which the Employee shall either revert to the Employee's previous classification or transfer permanently to the new classification job except where the Employee is substituting for an Employee absent for reasons of sickness, accident, vacation or other approved absence in which case the temporary transfer may extend for a longer period.

CU.120 Vacation and Statutory Holiday Pay Rates

Vacation pay and Statutory Holiday pay shall be combined in a amount equal to twelve percent (12%) of gross wages.

CU.130 Health and Welfare, and Pension Plan FundsCU.131 Health Care Plan

All Employees shall be covered under and protected by the Health Care Plan provided for by the Hotel, Restaurant & Culinary Employees & Bartenders Union, Local 40. Contributions shall be made on behalf of each Employee in an amount equal to one dollar and seventy-nine cents (\$1.79) for each hour.

CU.132 Pension Plan

One dollar and sixty-six cents (\$1.66) per hour shall be contributed to the Culinary Workers, Local 40 Pension Plan in trust.

CU.140 Other FundsCU.141 Joint Industrial Catering Advancement Fund

Contribution of ten cents (\$0.10) for each hour shall be made to the Joint Industrial Catering Advancement Fund.

CU.142 Culinary Workers Joint Liaison Committee

Two cents (\$0.02) per hour for each hour shall be contributed to the Culinary Workers Joint Liaison Committee.

**ARTICLE CU.200 - CREW LEADER**

The Contractor shall determine when the Head Camp Attendant is to be employed, but in any case it shall not be later than the fourth (4th) Camp Attendant hired.

**ARTICLE CU.300 - DUES**

Any assigned initiation fees, union dues and assessments shall be deducted from the Employee's wages and paid to the Secretary of the Affiliated Union by the fifteenth (15th) day of the month following such deductions.

**ARTICLE CU.400 - SPECIAL CONDITIONS**CU.410 Crews

CU.411 At each camp where the total camp occupancy is in excess of two hundred and thirty (230) occupants, a Head Waiter shall be employed.

CU.412 At each camp where total camp occupancy is in excess of one thousand (1000) occupants, an Assistant Head Waiter shall be employed in addition to the Head Waiter.

CU.413 At each camp a Head Camp Attendant shall be employed. The Contractor shall determine when the Head Camp Attendant is to

be employed, but in any case it shall not be later than the fourth (4th) Camp Attendant hired.

- CU.414 At each camp an Assistant Head Camp Attendant shall be employed in addition to a Head Camp Attendant where more than twenty (20) camp attendants are employed at that camp.
- CU.415 At each camp a Head Dishwasher shall be designated where the camp residents are five hundred (500) or in excess of five hundred (500).
- CU.416 When a meal which consists of two (2) or more "choices" is being prepared, a chef and/or a first cook shall be on duty.
- CU.417 A second or a higher classification cook shall be on duty for the preparation and service of the breakfast meal.
- CU.418 When defining camp occupancy, this shall be determined by the addition of all boarders, to include culinary and bunkhouse Employees.

CU.420 Work Loads

- CU.421 Casual meals would be counted in camp occupancy as three (3) casual meals equals one (1) boarder.
- CU.422 The Mess Hall Attendant workload shall be seventy-five (75) seats per M.H.A. Wherein two (2) or more sittings are required, the parties shall meet and resolve the M.H.A. workload.
- CU.423 Camp Attendants Work Loads:
1. Servicing Forty-two (42) Person Unit
    - Forty-two (42) occupied rooms
    - One (1) hall
    - One (1) ablution unit
    - One (1) dry room
    - One (1) laundry room
  2. Servicing Forty (40) Person Unit
    - Forty (40) occupied rooms
    - One (1) hall
    - One (1) ablution unit
    - One (1) dry room
    - One (1) laundry room
  3. Servicing Twenty (20) Person Unit
    - Forty (40) occupied rooms
    - Two (2) halls
    - Two (2) ablution units
    - Two (2) dry rooms
    - Two (2) laundry rooms
  4. Servicing Thirty (30) Person Unit
    - Forty-five (45) occupied rooms
    - One and one-half (1-1/2) halls
    - One and one-half (1-1/2) ablution units
    - One and one-half (1-1/2) dry rooms
    - One and one-half (1-1/2) laundry rooms

## 5. Rooming Evaluation

Five (5) occupied rooms per hour with proportionate attendant facilities.

## CU.424 Weekend Camp Attendant Work Loads:

Definition of a weekend is defined only to be where the majority of the outside trades are not working on a Saturday and/or Sunday or a long weekend. Where a C.A. is required to work outside of the C.A.'s home unit, the C.A. shall be required to service forty (40) rooms without attendant facilities in a maximum of:

- (a) Servicing a twenty (20) person unit - to a maximum of six (6) units
- (b) Servicing a thirty (30) person unit - to a maximum of five (5) units
- (c) Servicing a forty-two (42) person unit - to a maximum of four (4) units
- (d) Servicing a forty (40) person unit - to a maximum of four (4) units
- (e) Should a C.A. be required to clean the attendant facilities, they shall be treated as individual rooms i.e. dry room, laundry room, showers, ablution units and halls.
- (f) Overtime evaluations:
  - five (5) occupied rooms per hour overtime
  - three (3) occupied rooms per one-half hour overtime.

CU.425 It is agreed and understood that, should trailers be placed in service other than the aforementioned; then the work loads for such units shall be determined. If agreement cannot be reached then the issue shall be resolved by the grievance procedure in Article 7.000 of the Master Section.

When a grievance is presented questioning the allotted time for cleaning recreation rooms, commissaries and/or offices, such grievance shall be resolved by the grievance procedure in Article 7.000 of the Master Section.

CU.430 General

CU.431 Wherein a Head Camp Attendant is employed, the Head Camp Attendant must be allowed time for supervision of the Camp Attendants.

CU.432 No Employee, while on the payroll, shall engage in other employment for financial gain, provided the Employee is working or offered work by the Contractor to the extent of the regular hours provided in this Agreement.

CU.433 The Contractor may, in conformity with recognized safety standards, use any type design, number of variety of machines or electrical appliances.

CU.434 The Affiliated Union shall ensure, as far as possible, that its members are familiar with all standard safety regulations and practices.

CU.435 Employees shall be required to provide and maintain current certificates of absences from T.B., V.D. or any infectious or contagious diseases where there has been known exposure. Food handler certificates shall be paid for by the Joint Industrial Catering Advancement Fund. Each Employee employed in the preparation or handling of food must possess a Food Handler's Certificate. All other medicals as may be required by the Contractor shall be paid for by the Contractor.

CU.440 Tools

CU.441 Except as otherwise provided herein, uniforms and tools as required by the Contractor to be used by Employees shall be supplied upon a deposit of ten dollars (\$10.00) by the Employee. At the time of termination and upon return of such uniforms and/or tools, the deposit shall be refunded. Any shortages shall be paid by the Employee.

CU.442 Nothing herein shall prevent any Employees from supplying their own tools. However, any Employee so doing shall be required to file with the Contractor an inventory of all tools brought on the job and the Contractor may check this inventory against the tools taken off the job by the Employee.

CU.450 Hours of Work

CU.451 Hours of Labour - Shifts

An Employee's work week shall be established as being a five (5) day work week, Monday through Friday inclusive. No Employee shall be employed at straight time for more than:

Eight (8) hours in any one day  
Forty (40) hours in any one week.

Following five (5) consecutive days in any one work week, all Employees covered by this Agreement shall be entitled to two (2) consecutive days off.

The Contractor shall schedule and operate shifts such as may be required, and such shifts shall be either in conjunction or overlapping.

CU.452 Split Shifts

It is understood and agreed that split shift or night shift premiums are not to be included in the base hourly rate when computing overtime hourly rates.

On a split shift, all hours worked after twelve (12) hours from commencement of the shift shall be paid at a premium rate.

CU.453 Shift Premiums

An Employee whose work schedule requires that Employee to work a split shift shall be paid an additional forty-five cents (\$0.45) per hour.



An Employee whose work schedule requires that Employee to work a night shift shall be paid an additional fifty-five cents (\$0.55) per hour. To qualify for night shift premium, an Employee must work the majority of that Employee's shift between the hours of 6:00 p.m. and 6:00 a.m.

An Employee whose work schedule requires that Employee to work a night shift split shall be paid an additional one dollar (\$1.00) per hour.

To qualify for night shift split premium, an Employee must work the majority of the shift between the hours of 6:00 p.m. and 6:00 a.m.

CU.454 Rest Breaks and Meal Periods

All Employees shall be allowed two (2) ten (10) minute rest periods each, in addition to meal periods and at a time to be determined by the Company, such minutes to be taken on the Company's time.

Meal periods on split shifts shall be twenty (20) minutes per meal during the Employee's work period on the Employee's own time.

Straight shift Employees shall have one-half (1/2) hour for a meal period on the Employee's own time.

Any time off other than rest and/or meal periods shall be considered a split shift.

CU.455 Posting of Shifts

Daily work schedules shall be posted in a place accessible to the Employees. Such schedule shall denote the name of the Employee, classification, starting and completion time; also specified meal time.

CU.460 Minimum Pay and Reporting Time

CU.461 Where a worker is called out to work and no work is performed, the worker shall be paid two (2) hours:

- (i) On a regular shift - At straight time.
- (ii) On other than regular shifts - At prevailing overtime rate.

CU.462 Where an Employee is called out to work at any time and work is performed, the Employee shall be paid a minimum of four (4) hours:

- (i) On regular shifts - At straight time rate
- (ii) On other than regular shifts - At prevailing overtime rate.

CU.463 Every Employee who works in excess of four (4) hours and less than eight (8) hours in any day shall be paid at least eight (8) hours' wages for each such day, provided the Employee is available for work.

**APPENDIX "DR"**

ALLIED HYDRO COUNCIL

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES

DRYWALL WORKERS TRADE SECTION

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**ARTICLE DR.100 - WAGES AND FUNDS**

DR.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

DR.111	Journey person	\$29.77	30.66	31.27
	Crew Leader	33.72	34.73	35.42
	Leadhand	30.80	31.72	32.35

DR.112 Apprentices

- 1st 1,500 hours - 45% of Journey person's rate
- 2nd 1,500 hours - 65% of Journey person's rate
- 3rd 1,500 hours - 85% of Journey person's rate

DR.113 At the conclusion of the three (3) year apprenticeship program, each Apprentice shall be paid full Journey person's rate providing the Apprentice has completed the training program established by the Joint Advisory Committee.

DR.114 All Apprentices must attend vocational classes included in their training program.

DR.115 Every Contractor shall have at least one (1) Apprentice if the Contractor regularly has more than four (4) Journey persons.

DR.116 Qualifications for a Journey person Drywall Finisher shall include hand finishing, machine finishing and texture spray.

DR.117 The Standard Apprenticeship term for Drywall Finisher Apprentices shall be 4,500 hours.

DR.118 Altitude Rates

All time worked on surfaces that are more than twenty (20) feet from the floor shall be paid twenty-five cents (\$0.25) per hour more than the Employee's regular rate in each respective shift.

DR.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

DR.130 Health and Welfare, and Pension Plan Funds

DR.131 Health & Welfare

Contributions shall be made to the Health and Welfare Fund for Local 2009 at the rate of one dollar and seventy-five cents (\$1.75) for each hour (including one cent (\$0.01) per hour in lieu of bereavement leave).

DR.132 Pension Plan

Contributions shall be made to the Painters and Allied Trades Local 2009 Pension Trust Fund, at the rate of one dollar and fourty-four cents (\$1.44) for each hour.

DR.140 Other Funds

DR.141 Association of Wall and Ceiling Contractors of B.C. Promotional Fund

Contributions shall be made to the Promotional Fund at the rate of eleven cents (\$0.11) per hour.

DR.142 Drywall Finisher Joint Advisory and Apprenticeship Trust Fund

Contributions of fourteen cents (\$0.14) per hour shall be made to the Joint Advisory and Apprenticeship Trust Fund.

**ARTICLE DR.200 - CREW LEADER**

DR.201 On all jobs where five (5) or more Employees are working, one Journeyman Drywall Finisher shall be designated Crew Leader.

DR.202 On job sites with more than two (2) Employees any person in charge of work who issues orders or gives directions shall be known as a Crew Leader or Leadhand. The Crew Leader shall be a Journeyman Drywall Finisher.

DR.203 Leadhands to be in charge of job sites with three (3) or four (4) Employees under the direct supervision of the Company Crew Leader.

DR.204 Leadhands shall be paid one dollar (\$1.00) per hour over the Journeyman rate.

DR.205 All Crew Leaders and Leadhands shall be selected and assigned at the option of the Employer.

DR.206 No Apprentice shall be a Crew Leader.

DR.207 A Company employing two (2) or more Drywall Finishers shall appoint one (1) of them as a Crew Leader.

**ARTICLE DR.300 - DUES**

DR.301 In addition, basic dues of thirty-one dollars (\$31.00) per month each and every month shall be deducted prior to the fifteenth (15th) day of each month from each and every Employee. Plus administrative dues of:

Journeyman	\$0.84 per hour
A1 Apprentice	\$0.41 per hour
A2 Apprentice	\$0.56 per hour
A3 Apprentice	\$0.72 per hour

**ARTICLE DR.400 - SPECIAL CONDITIONS**

DR.410 Tools

DR.411 All tools and equipment including spring stilts as needed shall be supplied the Contractor, at no cost to the Employee. The Employee shall supply hand tools which shall include broad knives six inches (6") and smaller, mud pans, hammer, measuring tape, gyproc knife, sander, tin snips, hocks, scrub brush and trowels and all such other tools except mechanical and power tools. Employees shall only be responsible for Contractor's tools left in their possession if damage or loss

is occasioned to them because of the proven carelessness or neglect of the Employee in whose possession such tools are left. In the event of an Employee not having the basic hand tools as outlined above, the Contractor may supply and charge to the Employee at cost.

DR.412 An Employee shall not be considered prepared to work until such time as the Employee has the required hand tools as specified above.

DR.420 Safety Equipment

DR.421 Where safety helmets are to be used, the Contractor shall supply the same, the cost being deducted from the Employee's pay. At such time as the helmet is returned in good condition, the Employee's money shall be refunded less the cost of the sweat band. Stilts shall not be in excess of twenty-four inches (24") high and shall only be used on even surfaces.

DR.422 Masks (3M Series 8710 or equivalent) and other safety equipment as specified by the Workers' Compensation Board shall be supplied by the Contractor on the job at no cost to the Employee.

DR.430 Mixing Room

The mixing room is to be a reasonable distance from the work area.

DR.440 Heavy Weight

In situations where it is necessary to carry parts of a weight greater than fifty (50) lbs. for a distance of fifteen (15) meters or more, a cart or dolly shall be supplied by the Contractor for such transport or two (2) persons must carry such containers.

**APPENDIX "EL"**

ALLIED HYDRO COUNCIL

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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**ARTICLE EL.100 - WAGES AND FUNDS**EL.110 Wage Rates and ClassificationsEL.111 DefinitionsServiceperson

An electrician doing service work and driving a Contractor's vehicle.

Cable Splicer

An Inside Wire Journeyman who has been qualified by training and admitted to the status of Journeyman Cable Splicer by the Affiliated Union. Cable Splicers shall undertake work in connection with lead covered cables, and other high voltage cables involving jointing, splicing, testing, bonding, racking and repairing excepting low voltage control and signal cables not requiring wiping.

Cable Splicing Crew Leader

When two (2) or more Cable Splicers are employed on a job not supervised by a General Crew Leader, one (1) Cable Splicer must be appointed a Cable Splicer Crew Leader.

Cable Splicers' Helpers or Apprentices must be Inside Wire Journeymen.

Journeyman Winder

A Journeyman who is classified as such and is qualified by training to wind, overhaul, maintain and repair electric motors, generators, transformers, regulators, coils and other electrical apparatus.

Journeyman Instrument Technician

A Journeyman Instrument Technician is responsible for the servicing, maintenance, installation and overhaul of hydraulic, electric and electronic automatic control equipment associated with boilers and turbines and their auxiliary equipment and data logging, plant load hauling, and closed circuit T.V. monitoring equipment and process control. A Journeyman who has been admitted to the status of Instrument Technician shall have been an Instrument Technician Apprentice, Instrument Mechanic, Wireman, Electronic Technician or Communications Technician. This person may perform the normal work of an Inside Wireman as required. An Inside Wire Journeyman may perform the work of an Instrument Technician.

Inside Wire Journeyman

An electrical worker who has a B.C. Certificate of Qualification or Interprovincial Certificate and is qualified by training to perform the work described as the inside jurisdiction of the I.B.E.W. Constitution.

EL.112	<u>Wage Rates - Local 213</u>	07/2008	07/2009	07/2010
	Inside Wire Journeyperson, Winder	\$30.48	31.39	32.02
	"B" Crew Leader 107% of Journeyperson's rate	32.61	33.58	34.26
	"A" Crew Leader 112% of Journeyperson's rate	34.13	35.15	35.86
	General Crew Leader 117% of Journeyperson's rate	35.65	36.72	37.45
	Cable Splicer, 112% of Journeyperson's rate	34.13	35.15	35.86
	Cable Splicer, Crew Leader 117% of Journeyperson's rate	35.56	36.72	37.45
	Instrument Technician	30.48	31.39	32.02
	Serviceperson, 107% of Journeyperson's rate	32.61	33.58	34.26
EL.113	<u>Apprentices</u>			
	1st Term: 55% of Journeyperson	16.79	17.29	17.63
	2nd Term: 60% of Journeyperson	18.31	18.85	19.23
	3rd Term: 65% of Journeyperson	19.83	20.42	20.83
	4th Term: 70% of Journeyperson	21.35	21.99	22.43
	5th Term: 75% of Journeyperson	22.87	23.56	24.03
	6th Term: 80% of Journeyperson	24.39	25.12	25.63
	7th Term: 85% of Journeyperson	25.92	26.69	27.22
	8th Term: 90% of Journeyperson	27.44	28.26	28.82
EL.112	<u>Wage Rates - All Other Locals</u>			
	Inside Wire Journeyperson, Winder	30.22	31.13	31.75
	"B" Crew Leader 107% of Journeyperson's rate	32.33	33.31	33.97
	"A" Crew Leader 112% of Journeyperson's rate	33.84	34.86	35.55



	07/2008	07/2009	07/2010
General Crew Leader 117% of Journeyperson's rate	\$35.35	36.41	37.14
Cable Splicer, 112% of Journeyperson's rate	33.84	34.86	35.55
Cable Splicer, Crew Leader 117% of Journeyperson's rate	35.35	36.41	37.14
Instrument Technician	30.22	31.13	31.75
Serviceperson, 107% of Journeyperson's rate	32.33	33.31	33.97
EL.113 <u>Apprentices</u>			
1st Term: 55% of Journeyperson	16.64	17.14	17.49
2nd Term: 60% of Journeyperson	18.15	18.70	19.07
3rd Term: 65% of Journeyperson	19.66	20.25	20.66
4th Term: 70% of Journeyperson	21.17	21.81	22.24
5th Term: 75% of Journeyperson	22.68	23.36	23.83
6th Term: 80% of Journeyperson	24.19	24.91	25.41
7th Term: 85% of Journeyperson	25.69	26.47	27.00
8th Term: 90% of Journeyperson	27.20	28.02	28.58
EL.114 NOTE: Included in the above wage rate is the Five Cent (\$0.05) per hour tool allowance.			
EL.115 For the intent and purpose of this Agreement the words, "prevailing rate" shall be interpreted to mean the wages prevailing at the time the work is in progress.			
EL.116 <u>Apprentice Wireperson</u>			
An Apprentice Wireperson is an Electrical Worker who is serving an Apprenticeship to become an Inside Wire Journeyperson. An Apprentice shall use tools but shall not be called upon to come into direct contact with conductors or equipment which is potentially alive until the last six (6) months of apprenticeship and then only when accompanied by an Inside Wire Journeyperson.			
EL.117 An Apprentice shall be under direct supervision of an Inside Wire Journeyperson at all times. When an Inside Wire Journeyperson and an Apprentice are working together and it becomes necessary for the Inside Wire Journeyperson to leave for a short period of time it should not be necessary for an Apprentice to accompany the Inside Wire Journeyperson.			

EL.118 The ratio of Apprentices combined to Inside Wire Journeypersons on the Contractor's payroll shall be one (1) apprentice up to three (3) Inside Wire Journeypersons and an additional apprentice for each additional three (3) Inside Wire Journeypersons, i.e., one (1) to three (3) Inside Wire Journeypersons - one (1) Apprentice; four (4) to six (6) Inside Wire Journeypersons - two (2) Apprentices; seven (7) to nine (9) Inside Wire Journeypersons - three (3) Apprentices, etc.

EL.119 Helicopters

In the event that a helicopter is used by the Contractor during the course of construction a worker shall be paid wages in the manner following:

- (a) A worker who during the course of a day is not required to work with a helicopter but who is transported on the job by helicopter shall for that day be paid one additional hour of normal straight time wages;
- (b) A worker who during the course of a day is assigned to work directly with a helicopter and whose work during the day requires the worker to work on the ground shall for that day be paid a premium equal to 25% of the worker's prevailing rate for all hours worked during that day and shall be classified as an Inside Wire Journeyperson.
- (c) A worker who during the course of a day is assigned to work directly with a helicopter and whose work during that day requires the worker to work above ground shall for that day be paid a premium equal to fifty percent (50%) of the worker's prevailing rate for all hours worked during that day and shall be classified as an Inside Wire Journeyperson.
- (d) Nothing contained herein shall be construed or interpreted in such a manner as shall entitle a worker in any one day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of the worker's prevailing rate for all hours worked during the day.
- (e) The words, "assigned to work directly with a helicopter" contained therein shall be deemed to apply only to a worker expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at this station of work and nothing recited herein shall be construed or interpreted in such a manner as shall entitle a worker to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of helicopters.
- (f) A worker being transported on the job by helicopter shall carry hand tools and safety belt together with lunch and rain clothing when appropriate. Other tools and rigging supplies and miscellaneous materials necessary for performance of the work shall

be carried together with a worker. No slung loads shall be carried while transporting workers.

- (g) Riding in a helicopter shall not be a condition of employment.
- (h) There shall be radio contact between the helicopter pilot and workers receiving or hooking or stringing, at all times.
- (i) A worker who during the course of the day is assigned to work directly with a helicopter shall be covered by a death and dismemberment insurance in the amount of \$130,000.00 at the cost of the Contractor and in accordance with the following:

The hazards against which insurance is provided, are injuries sustained by an Employee in the course of employment in consequence of:

The use of helicopters by or on behalf of the Contractor.

This insurance does not cover any loss, fatal or non-fatal, caused or contributed to by suicide or self-destruction, or any attempt there at, while sane or insane. The Employee shall advise the Contractor of a beneficiary and complete a beneficiary card.

EL.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of twelve point three six percent (12.36%) of gross earnings.

EL.130 Health and Welfare, and Pension Plan Funds

EL.131 Pension

The following amounts shall be remitted to the Affiliated Union Pension Plan for each hour for each Employee:

Contribution

Local 213	\$4.08
Locals 230, 344, 993, 1003 & 2203	4.15

EL.132 Welfare

The following amounts shall be remitted to the Electrical Industry's Welfare Trust Funds the sums for each hour for each Employee:

Contribution

Local 213	\$2.01
Locals 230, 344, 993, 1003 & 2203	2.34

EL.140 Other Funds

EL.141 Joint Industry Promotion Fund

Contributions of six cents (\$0.06) for each hour shall be made to the Joint Industry Promotion Fund.

EL.142 The Electrical Construction Industry of British Columbia Indemnity Fund

Local 213: The Contractor shall contribute twelve cents (\$0.12) per hour for the above fund to the Administrator, Electrical Industry Welfare Trust Fund. Local 230, 244, 993, 1003 & 2203: The Contractor shall contribute eleven cents (\$0.11) per hour for the above fund to the Administrator, Electrical Industry Welfare Trust Fund.

EL.143 Industry Funds

Contributions for each hour in the following amounts shall be made to the Administrator, Electrical Industry's Welfare Trust Funds in Trust:

Training Funds Local 213	\$0.12
Training Funds Local 230, 244, 993, 1003 & 2203	\$0.11
Apprenticeship Bursary Fund	0.06

EL.144 Library Fund for Local 993 Only

Contributions of three cents (\$0.03) per hour shall be made to Local 993 Library Fund.

**ARTICLE EL.200 - CREW LEADER**

EL.210 Duties & Definitions of Crew Leaders and Journeypersons

EL.211 General Crew Leader

The General Crew Leader shall be an Inside Wire Journeyperson. The General Crew Leader shall supervise the work of other Crew Leaders and direct all orders through them. When a job requires thirty (30) or more workers, a General Crew Leader shall be appointed.

EL.212 "A" Crew Leader

The "A" Crew Leader shall be an Inside Wire Journeyperson. An "A" Crew Leader shall be appointed when directing four (4) or more workers. An "A" Crew Leader shall be allowed to supervise the work of a maximum of ten (10) workers except that where there is a "B" Crew Leader working under the "A" Crew Leader. Then the "A" Crew Leader shall be allowed to supervise up to fifteen (15) workers. When an "A" Crew Leader has more than four (4) Inside Wire Journeypersons under supervision, the Crew Leader shall not be allowed to work with the tools.

Where in the opinion of the Affiliated Union and the Contractor the job shall require four (4) or more workers, the "A" Crew Leader rate shall be paid from the start of the job.

Example of job build up:

Total Employees:

1 = "A" Crew Leader (working)  
 7 = "A" Crew Leader (working) plus 4 Inside Wire Journeypersons and 2 Apprentices  
 11 = "A" Crew Leader (non-working) plus 10 workers  
 16 = "A" Crew Leader (non-working) plus "B" Crew Leader and 14 workers.

Sequence of build up to be repeated until thirty (30) workers on job then a General Crew Leader shall be appointed.

EL.213 "B" Crew Leader

The Crew Leader shall be an Inside Wire Journeyperson.

A "B" Crew Leader shall be allowed to supervise the work of a maximum of three (3) workers. A "B" Crew Leader must be appointed when two (2) or more workers are employed on a job if one of the Journeypersons is required to give orders to one (1) or more Journeypersons. A "B" Crew Leader shall be required to use tools.

**ARTICLE EL.300 - DUES**

Initiation fees and dues shall be deducted from any Employee's wages. Such monies shall be paid to the Affiliated Union accompanied by a list in alphabetical order, of the Employees for and on behalf of whom such deductions have been made, by the fifteenth (15th) day of the month following the month in which deductions were made.

**ARTICLE EL.400 - SPECIAL CONDITIONS**

EL.410 General

EL.411 Journeypersons shall install all electrical work in accordance with municipal rule, code requirements and contract specifications in a safe and worker like manner. When corrections have to be made to bring the work up to code and contract specification requirements, because of faulty or careless work, the Journeyperson, unless the work was performed under specific instructions of the Crew Leader, shall make such correction up to a maximum of eight (8) hours at no labour cost to the Contractor.

EL.412 Each job shall have adequate secondary (750 volts) testing equipment available on site. No potentially live equipment over 750 volts shall be worked on unless adequate testing equipment is available on the jobsite.

EL.413 All high voltage equipment must be tested and adjusted by qualified people before being energized.

EL.414 A Journeyperson shall not be allowed to work on high voltage alone, or in a hazardous position alone, but must be accompanied by another Journeyperson. 450 volts A.C. or 300 volts D.C. to be considered high voltage for wirepersons. Cable Splicers shall not work on live cables where the difference in potential is more than 300 volts between the conductor and ground.

- EL.415 In the event of accidental damage by Employees to customer's property, said damage shall be paid by Contractor or by suitable insurance scheme carried by the Contractor. It is understood and agreed that the average liability insurance policy that covers both the Contractor and the Employees, which is now carried by a majority of Contractors, shall be determined and implemented as the minimum amount that shall be carried by all Contractors.
- EL.416 Where requested by the Employer to use explosive activated tools, time spent to obtain certificate shall be during working hours and considered as time worked. (High explosive activated tools shall not be used).
- EL.417 Leather and rubber gloves, coveralls and other necessary clothing shall be supplied by the Contractor and shall be manufactured union where possible. Employees making use of clothing shall be responsible for the return of such articles subject to normal wear. Failure to return such articles shall subject the Employee to paying for same at cost unless the loss of these articles is due to fire or theft from lockup.
- EL.418 When employing a "Wireperson on service work" the business office of the Affiliated Union shall be notified of the name of such servicepersons on service work.
- The Contractor shall supply a copy of the current Canadian Electrical Code Book to servicepersons operating a service truck.
- EL.419 An older Journeyperson shall be given due consideration for the position of Electrical Warehouseperson where the Contractor establishes a warehouse.

EL.420 Underground

- EL.421 Workers shall have access to sniffer and take readings periodically when working underground.
- EL.422 In underground work the Contractor shall provide at designated places, safe dry lockers to keep high voltage tools and equipment, when not in use.
- EL.423 The Contractor shall provide a water-tight roof and wooden floor for all underground transformer banks and switchgear stations. Metal nails or bolts shall not be driven through flooring. Rubber mats shall be provided.

EL.430 Tools

- EL.431 Inside Wire Journeypersons shall provide themselves with the following minimum tools:

Knife  
Pencil  
Twelve foot (12') rule  
Pliers, 7" or 8" (cutting side)  
Screwdrivers, not over 8"  
Tap wrench  
Hammer  
Pliers 8" (Diagonal)  
Pipe Wrenches (10", 12" or 14")  
Wood Chisel (small)

Square  
Level  
Pliers (gas)  
Hacksaw  
Key Hole Saw

EL.432 Apprentices shall provide themselves with the following minimum tools:

Knife; Pencil; Twelve foot (12') Rule; Pliers, Seven inch (7") or eight inch (8") (cutting side); Pliers, six inch (6") or seven inch (7") (diagonal); Pliers (gas); Screwdrivers, not over eight inches (8"); Hacksaw; and Hammer.

**APPENDIX "ELL"**

ALLIED HYDRO COUNCIL

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LINE TRADE SECTION

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**ARTICLE ELL.100 - WAGES AND FUNDS**ELL.110 Wage Rates and ClassificationsELL.111 Definitions - Classifications(a) Cable Splicer

A Journeyperson Cable Splicer shall undertake jointing, splicing, testing, bonding, racking, and repairing of lead-covered and other types of cables, the filling of potheads and other accessories to such cables and the assembly, testing, repair and maintenance of such accessories. The Cable Splicer may act as an Assistant Crew Leader or a Crew Leader over Lineworkers, Driver/Helpers and Apprentices.

All Cable Splicers, Helpers, and/or Apprentice Cable Splicers shall be Journeypersons Lineworkers, except where it is necessary to employ temporarily Cable Splicers from other companies for the purpose of instruction or specialized work. Cable Splicers and Cable Splicers' Helpers shall drive vehicles upon request.

(b) Lineworker

An electrical worker who is qualified by training to perform the work described as the outside jurisdiction in the IBEW Constitution and possesses a B.C. Certificate of Qualification as a Lineworker.

(c) Machine Operator

The duties of a Machine Operator shall include the operation of mechanical diggers, cats, cranes, drills, jackhammers, stationary winches, tractor trailers, or regular pole truck and trailer. The Operator may be required to make mechanical repairs and normal mechanical adjustments for the proper operation of such equipment. Should work become unavailable during the course of the working day when not required to operate equipment, the operator shall perform other duties on the ground for which the operator is qualified and under the direction of a Journeyperson.

(d) Powderperson

A Powderperson may operate air compressors, use hand or power drills, or supervise the operation of such tools and equipment. The Powderperson shall set and explode charges under the general supervision of an Assistant Crew Leader, Crew Leader and/or Supervisor. The Powderperson shall be responsible for the storage and handling of explosives and for the safety of persons and property when the explosives are used.

(e) Driver/Operator

Notwithstanding the duties of a Lineworker, a Driver/Operator may under the direct supervision of a Journeyperson and if qualified drive and operate the hole digging attachments, pole setting and related

equipment on line trucks. Where a Driver/Operator is utilized on energized work the minimum crew size shall be one Assistant Crew Leader, one Lineworker and one Driver/Operator.

(f) Driver/Helper

An Employee who performs manual labour and who has acquired familiarity with the work required. In addition, the Driver/Helper may require some degree of skill including truck driving, material handling, use of jack hammers and chain saws, etc. The Driver/Helper may assist a tradesperson.

(g) Oil Mechanic

A Journeyperson Lineworker fully qualified to undertake testing, degassification, oil treatment, impregnation, pressurizing, repairing and all other associated oil treatment work covering cable systems.

(h) Welder

A Journeyperson certified and qualified by the appropriate examining authority to make such welds or work as required.

(i) Vehicle Mechanics

A Journeyperson automotive mechanic's duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. A Vehicle Mechanic may be assisted by a Driver/Helper.

(j) Driving of Vehicles

Any Employee competent to do so shall, upon request, drive any automotive vehicle assigned to the Employee by the Contractor. If this duty involves the necessity of such an Employee holding a licence, the Contractor shall bear the cost of such licence, and associated expenses, which shall include physical examinations which may be required.

Where required by the Contractor, Lineworkers and Apprentice Lineworkers shall hold a Class 3 driver's licence with air brake endorsement.

ELL.112 Wage Rates

	07/2008	07/2009	07/2010
Cable Splicer Journeyperson	\$39.52	40.71	41.52
Oil Mechanic Journeyperson	39.52	40.71	41.52
Lineworker Journeyperson	36.85	37.96	38.72
Machine Operator	35.46	36.52	37.25
Powderperson	34.43	35.46	36.17
Vehicle Mechanic	34.43	35.46	36.17

	07/2008	07/2009	07/2010
Welder	34.43	35.46	36.17
Driver/Helper	23.29	23.99	24.47
Apprentices (See ELL.114)			

ELL.113 Wage Notes

- (a) General Crew Leaders shall receive 117% of the Journeyperson wage rate.
- (b) Crew Leader Cable Splicer shall receive 117% of the Journeyperson Lineworker wage rate.
- (c) Crew Leader shall receive 112% of the Journeyperson Lineworker wage rate.
- (d) Assistant-Crew Leader shall receive 109% of the Journeyperson Lineworker wage rate.
- (e) Employees having an Industrial First Aid Certificate used by the Employer in meeting Workers' Compensation Board requirements shall receive for a Level 1 certificate thirty-eight dollars (\$38.00), for a Level 2 certificate fifty dollars (\$50.00), and for an Level 3 certificate sixty dollars (\$60.00) per two week pay period.
- (f) Employees engaged temporarily in work classified as paying more than their regular rate, shall be paid at the higher rate for the time so worked. An Employee engaged at such temporary work for one (1) hour or more in a four (4) hour period shall be paid the higher rate for that entire four (4) hour period. Temporary work in the excess of four (4) hours shall require the higher rate to be paid for eight (8) hours.
  - (g) Employees engaged temporarily at work classified as paying less than their regular rate shall not have their rate reduced while so working. Employees shall not unreasonably refuse any work offered under this condition.

ELL.114 Apprentice Lineworker

- (a) The guidelines below are to assure the safety of the Apprentice and each Employee involved in the training. They may be varied by the Journeyperson to whom the Apprentice is assigned on a particular job. In all cases variance of the guidelines shall occur only following serious consideration of the abilities and progress of the Apprentice. Where such variances occur the Journeyperson shall keep the supervisor informed. Under no circumstances shall an Apprentice Lineworker be considered as part of the required complement of Journeyperson Lineworkers until successfully completing the fifth term of the program.

An Apprentice Lineworker shall not be called upon to come into direct contact with high voltage equipment or conductors which are potentially alive, except under the following guidelines and then only when assisting and under the direct supervision of a Journeyman Lineworker:

- 1st month - no contact
- After 1 month - less than 750 volts A.C.
- After 12 months - single phase live-line work
- After 18 months - all live-line work, excluding bare hand
- After 30 months - same restrictions as for Journeyman Lineworkers

(b) Apprentice - Wages:

The percentage of applicable Journeyman rates of pay for Apprentice Lineworkers and, where applicable, subject to successful completion of the prescribed terms below, shall be:

	07/2008	07/2009	07/2010
1st 6-month term - 65%	23.95	24.67	25.17
2nd 6-month term - 70%	25.80	26.57	27.10
3rd 6-month term - 75%	27.64	28.47	29.04
4th 6-month term - 80%	29.48	30.37	30.98
5th 6-month term - 85%	31.32	32.27	32.91
6th 6-month term - 90%	33.17	34.16	34.85
7th 6-month term - 95%	35.01	36.06	36.78

ELL.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of ten point four percent (10.4%) of gross earnings.

ELL.130 Health and Welfare, and Pension Plan Funds

ELL.131 Welfare Plan

Contributions shall be made at two dollars and thirty-two cents (\$2.32) per hour to the Joint Electrical Industry's Welfare Plan.

ELL.132 Pension Fund

By mutual agreement between the Parties Employees may participate in the Joint Electrical Industry Pension Trust Fund. Employees shall contribute four percent (4%) of their gross earnings (by payroll deduction). The Contractor shall contribute six percent (6%). Where participation is agreed, it shall apply to Employees assigned to each Contractor.

Note: Where participation is agreed to contribute to the Joint Electrical Industry's Pension Trust Fund, an Employee's hourly wage rate shall be adjusted. That is, the Employer's portion, six percent (6%), shall be deducted for the Employee's hourly wage as agreed to from time to time between the Parties.

ELL.140 Other FundsELL.141 Training Fund

Contributions of twelve cents (\$0.12) per hour shall be payable to the Training Fund.

**ARTICLE ELL.200 - CREW LEADER**ELL.201 General Crew Leader

A General Crew Leader shall be a Journeyperson Lineworker.

It shall be the duty of the General Crew Leaders to supervise the work of all Crew Leaders and Assistant Crew Leaders under their charge in such a manner that the work is carried out safely and efficiently. They shall not be required to handle or haul tools or material except to preserve life or property. A General Crew Leader shall be employed when two (2) or more Crew Leaders or Assistant Crew Leaders are employed and not under the direct supervision of a Superintendent.

When two (2) or more Crew Leaders or Assistant Crew Leaders are working together on the same job, one shall be responsible for that job and be paid as General Crew Leader.

ELL.202 Crew Leader

A Journeyperson having charge of more than four (4) other tradespeople (whether Journeypersons, Driver/Helpers or Apprentices), or more than twelve (12) Driver/Helpers.

ELL.203 Assistant Crew Leader

A Journeyperson having charge of not more than four (4) other tradespeople (whether Journeypersons, Driver/Helpers or Apprentices), or not more than twelve (12) Driver/Helpers.

It shall be the duty of the Crew Leader or Assistant Crew Leader to supervise the work of the Employees under their charge in such a manner that the work is carried out safely, efficiently and expeditiously. Crew Leaders shall not be required to handle tools except to preserve life or property.

In the absence of a Crew Leader or Assistant Crew Leader, a Journeyperson shall be left in charge and be paid as a Crew Leader, or Assistant Crew Leader while working in that capacity. Absences of one (1) hour or less shall not require the aforementioned application.

**ARTICLE ELL.300 - DUES**

Regular monthly Union dues and assessments shall be deducted from each Employee's pay and remitted to the Affiliated Union. Such money shall be paid to the Affiliated Union by the fifteenth (15th) day of the month following the month in which deductions were made.

**ARTICLE ELL.400 - SPECIAL CONDITIONS**ELL.410 General

ELL.411 The setting of poles in energized circuits shall be undertaken by not less than three (3) workers of which two (2) of them shall be Journeyman Lineworkers.

ELL.412 The safety of Employees shall be considered at all times in deciding what work shall be performed during inclement weather, such as rain, snow, icing, severe cold or severe wind. If work cannot be performed safely, the work shall not be performed.

ELL.413 Protective Clothing

The Contractor shall make available through its stores - coveralls, inclement weather clothing, gloves and tools where required on the job for purchase by Employees at prices equal to the cost to the Contractor. In addition, the Employee shall be entitled to the replacement of personal effects or tools, worn out, or broken through reasonable wear and tear, or if there is proper proof of unavoidable loss in the service of the Contractor.

The Contractor shall upon verification clean or launder work clothing soiled by oil or hydraulic leaks. Where the garment(s) cannot be cleaned or laundered, then they shall be replaced by the Contractor.

The Contractor shall pay fifty percent (50%) of the cost of replacing work gloves and after an Employee has six (6) months of service, fifty percent (50%) of the cost of purchasing, rebuilding or repairing of required safety footwear.

The Contractor shall supply, at no cost to the Employees having greater than six months (6) service with the Contractor, required rain gear.

ELL.420 Helicopters

ELL.421 Employees involved in working with helicopters shall receive the following payments:

- (a) An Employee who, during the course of a day is not required to work with a helicopter but who is transported on the job by helicopter shall for that day, be paid one (1) additional hour of normal straight time wages.
- (b) An Employee who, during the course of a day is assigned to work directly with a helicopter and whose work during the day requires work on the ground, shall for that day be paid a premium equal to twenty-five percent (25%) of the straight time rate for all hours worked during that day.
- (c) An Employee who, during the course of a day is assigned to work directly with a helicopter and whose work during that day requires work above ground shall for that day be paid a premium equal to fifty percent (50%) of the straight time rate for all hours worked during that day.
- (d) Nothing contained herein shall be construed or interpreted in such a manner as shall entitle an

Employee in any one (1) day in respect of the use of a helicopter to claim any more than one (1) premium as specified.

(e) The words, "assigned to work directly with a helicopter" herein shall be deemed to apply only to Employees expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at the station of work and nothing shall be construed or interpreted in such a manner as shall entitle a worker to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of helicopters.

(f) General Conditions

1. An Employee being transported on the job by helicopter shall carry with hand tools and safety belt together with lunch and rain clothing when appropriate. Other line tools and rigging supplies and miscellaneous material necessary for performance of the work shall be properly secured or stowed and carried together with a worker. No slung loads shall be carried while transporting workers.
2. All such persons working with or riding in helicopters or airborne devices must be covered by insurance paid for by the Contractor to the amount of one hundred and thirty thousand dollars (\$130,000.00). Employer to provide the Affiliated Union with a copy of the insurance policy.
3. Riding in a helicopter shall not be a condition of employment.
4. There shall be a clear channel used for radio contact between the helicopter pilot and workers receiving or hooking or stringing at all times.
5. All pilots or helicopters that touch down on structures must be first familiarized and checked out by an experienced pilot on the proper procedures and touchdown places on the structure.

**APPENDIX "EV"**

ALLIED HYDRO COUNCIL

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

ELEVATOR CONSTRUCTORS TRADE SECTION

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EV.100	WAGES AND FUNDS
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**ARTICLE EV.100 - WAGES AND FUNDS**EV.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

Mechanic	\$38.22	39.36	40.15
55% Helper	21.07	21.69	22.13
60% Helper	22.97	23.66	24.13
70% Helper	26.78	27.58	28.14
75% Helper	28.69	29.55	30.14
80% Helper	30.60	31.51	32.14
112.5% Mechanic	42.99	44.27	45.16
115% Mechanic	43.94	45.25	46.16
117% Mechanic	44.70	46.03	46.96

EV.111 Mechanics shall receive a tool allowance of ten cents (\$0.10) per hour.

EV.112 Probationary Helper

The hourly wage rate for a probationary helper for the first six (6) months shall be 55% of the Mechanic's rate.

The hourly wage rate for a probationary helper after six (6) months shall be 60% of the mechanic's rate.

The hourly wage rate for a helper after successful completion of first year of school shall be 70% of the mechanic's rate.

The hourly wage rate for a helper after successful completion of second year of school shall be 75% of the mechanic's rate.

The hourly wage rate for a helper after successful completion of third year of school shall be 80% of the mechanic's rate.

The hourly wage rate for a Temporary Mechanic shall be 100% of the mechanic's rate.

EV.113 Mechanic-in-Charge rate shall equal 112% of the mechanic's rate when the mechanic is in charge of four (4) or more Employees and 115% of the mechanic's rate when the mechanic is in charge of ten (10) or more Employees and 117% of the mechanic's rate when the mechanic is in charge of twenty (20) or more Employees. (The above ratios include the mechanic-in-charge.)

EV.114 Local Representative's rate shall equal 112% of the mechanic's rate.

EV.115 The hourly rate for an adjuster shall be 112% of the mechanic's rate.

EV.116 Apprenticeship

(a) It is agreed by the Affiliated Union that there shall be no restrictions placed on the character of work which a Helper may perform under the direction of an Elevator Constructor Mechanic.

(b) A Contractor shall not exceed one (1) Helper to two (2) Mechanics with the following exceptions:

- (c) One dumbwaiter, one escalator, one elevator, etc., and units installed in private dwellings, i.e. apartment and condos not electrically interconnected shall be construed as a single unit and the ratio shall be one (1) Mechanic to one (1) Helper. On sites other than those specified above, combinations of said single units shall be classed as multiple units.
- (d) It is agreed that in the use of the work force there shall be at least one (1) Mechanic per unit.
- (e) Further the Contractor may use as many Helpers as convenient under the direction of a Mechanic in wrecking old plants and in handling and hoisting material. When removing old and installing new cables on existing elevator installations a Contractor may use two (2) Helpers to one (1) Mechanic.
- (f) A newly hired Employee without previous mechanical experience shall be classified as a probationary Employee in the status of Probationary Helper for a period or periods totalling six (6) months within the aggregate period of not more than nine (9) months. Such Employee shall be at least eighteen (18) years of age, physically fit and possess a high school or its equivalent education. The Contractor and the Affiliated Union shall have the privilege of testing the ability of a probationary Employee during this six (6) months' period. If they agree that the Employee during this probationary period does not display sufficient aptitude to become a Helper, the Helper shall be discharged.

No Helper may qualify or be raised to the capacity of Mechanic until having worked for a period of four (4) years in the elevator industry and having passed an examination administered by the National Elevator Industry Education Program.

EV.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of gross earnings.

EV.130 Health and Welfare, and Pension Plan Funds

EV.131 Welfare Plan

- a) The Welfare Plan shall be financed by joint contributions. Each Elevator Constructor Mechanic and Helper shall continue to pay and contribute sixty three and one-half cents (\$0.635) per hour. The Contractor contributions shall be at one dollar and sixty-four cents (\$1.64) per hour. Payment of said contributions shall be in accordance with the Canadian Elevator Industry Welfare Plan and Declaration of Trust.
- b) Employees who enter employment shall not be deemed eligible for coverage under the Plan of benefits until they have:

- i) Completed the probationary period of six (6) months, and
- ii) Accumulated and contributed and had contributions made on their behalf for a further nine hundred (900) hours, or such other numbers of hours as the Trustees in their sole discretion may determine from time to time, in a nine (9) month period.

EV.132 Pension Plan

Each Elevator Constructor Mechanic and Helper shall contribute thirty and one-half cents (\$0.305) per hour. The Contractor contributions shall be at three dollars and seventy-four (\$3.74) per hour.

EV.140 Other Funds

EV.141 Educational Fund

Contributions to the "Canadian Elevator Industry Educational Program" shall be eleven cents (\$0.11) per hour.

EV.142 Supplemental Weekly Indemnity Plan

This plan shall be financed by contributions from Elevator Constructor Mechanics and Helpers.

Applicable monthly deductions on behalf of all Elevator Constructor Mechanics and Helpers employed shall be remitted provided written authorization from the Employee has been received. The Union shall advise the amount to be deducted.

**ARTICLE EV.200 - CREW LEADER**

Mechanic-in-Charge rate shall equal one hundred and twelve and one-half percent (112½%) of the mechanic's rate when the mechanic is in charge of four (4) or more Employees and one hundred and fifteen percent (115%) when the mechanic is in charge of ten (10) or more Employees and one hundred and seventeen percent (117%) of the mechanic's Rate when the mechanic is in charge of twenty (20) or more Employees. (The above ratios include the mechanic-in-charge.)

**ARTICLE EV.300 - DUES**

Deduction of dues shall be paid to the Affiliated Union accompanied by a list of the Employees for and on behalf of whom such deductions have been made by the fifteenth (15th) day of the month following the month in which deductions were made.

**ARTICLE EV.400 - SPECIAL CONDITIONS**

EV.410 Probation

Upon completion of the probationary period, a Helper shall be entitled and be required to participate in and make contributions to the Welfare Plan and the Pension Plan as provided for in this Agreement. The Helper shall also be entitled to enrol in the Canadian Elevator Industry Educational Program. The Trustees of the

Plans and the Program shall be requested to make any and all amendments or arrangements necessary to accomplish this.

EV.420 Tool List

All mechanics employed on construction must have the tools in the following list:

- 1 only Hand Saw
- 1 only Hack Saw
- 1 only 3 lb. Hammer
- 1 only 2 lb. Ball Peen Hammer
- 1 only Claw Hammer
- 1 only 24" Level
- 1 only 8" Tin Snips
- 1 only Framing Square
- 1 only Tri-Square
- 1 only Pocket Knife
- 1 only ¾" x 12' Tape Measure
- 1 only ¾" Cold Chisel
- 1 only 24" Wrecking Bar
- 1 only Plumb Bob
- 1 only Small Tap Wrench (to ¾")
- 1 only Centre Punch
- 1 only 14" Pipe Wrench
- 1 set Allen Wrenches to 3/8"
- 1 only 7" Lineworker Pliers
- 1 only 8" Gas Pliers
- 1 only 7" Side Cutters
- 2 only 8" Vice-Grips
- 1 only 6" Needle Nose Pliers
- 1 only 9½" Channel Lock Pliers
- 1 only 12" Adjustable Wrench
- 1 only 6" Adj. Wrench
- 1 only ½" Drive Ratchet
- 1 only ½" Drive Johnston Bar
- 1 set ½" Drive Sockets (7/16" to 1-1/8")
- 1 partial set 1/2" Drive Deep Sockets  
(1/2", 9/16", 3/4", 13/16", 15/16")
- 2 only ½" Drive Extensions (3", 6")
- 1 set Combination Wrenches (3/8" to 1-1/8")
- 1 set Spintights (1/4" to 7/16")
- 4 only Straight Screw Drivers
- 3 only Robertson Screw Drivers
- 3 only Phillips Screw Drivers
- 1 only Stubby Straight Screw Driver
- 1 only Stubby Phillips Screw Driver
- 3 only Stubby Robertson Screw Drivers
- 1 only Tool Box for above
- 1 only Pad Lock

EV.430 Clothing

Where an Employee is required to wear a uniform or other special apparel it shall be furnished, cleaned, laundered, repaired or provided similar service with respect to the upkeep of it, without charge to the Employee.

**APPENDIX "FL"**

ALLIED HYDRO COUNCIL

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

FLOORLAYERS TRADE SECTION

INDEX

FL.100 WAGES AND FUNDS

FL.110 WAGE RATES AND CLASSIFICATIONS

FL.120 VACATION AND STATUTORY HOLIDAY PAY RATES

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**ARTICLE FL.100 - WAGES AND FUNDS**

FL.110 Wage Rates and Classifications

FL.111 Floorlayers

07/2008 07/2009 07/2010

Journeyperson Wages \$29.23 30.11 30.71

\* All rates include a five cents (\$0.05) per hour tool allowance.

The period for reaching the Journeyperson rate is to be for a period of not longer than three (3) years and at such time the Apprentice shall receive the Journeyperson rate. The following rates shall apply only to indentured Apprentices.

1st 3 months	50%	14.64	15.08	15.38
2nd 3 months	55%	16.10	16.58	16.91
3rd 6 months	65%	19.02	19.59	19.98
4th 6 months	70%	20.48	21.09	21.51
5th 6 months	80%	23.39	24.10	24.58
6th 6 months	85%	24.85	25.60	26.11
7th 6 months	90%	26.31	27.10	27.64

FL.112 Material Handler

a) When required, an Employee who is not a Journeyperson or an indentured apprentice, employed as a material handler and who also performs work coming within the scope of this agreement, shall become a member of the Affiliated Union. Any work performed by such an Employee must be under the direction of a Journeyperson.

b) An Employee who is not a Journeyperson or an indentured Apprentice, employed as a Material Handler shall receive fifty percent (50%) of the Journeyperson's rate, increasing to sixty percent (60%) of the Journeyperson's rate at the end of three (3) months and increasing to seventy percent (70%) of the Journeyperson's rate at the end of six (6) months.

An Employee who is not a Journeyperson or an indentured apprentice, employed as a material handler shall receive seventy percent (70%) of the Journeyperson rate.

FL.113 Apprentices

a) Under no circumstances shall the number of Apprentices exceed the number of Journeypersons on a jobsite.

b) An Apprentice shall not be permitted to work as a Crew Leader or supervise other workers.

c) Advancement of Apprentices shall not be construed as automatic. In cases of unsatisfactory training habits or shortage of training hours the Contractor may wish to have the future rate increases of an

Apprentice reviewed. Prior to making any adjustments to the future rate increases of an Apprentice, the Contractor must have the approval of both the Affiliated Union and the Floor Covering Joint Conference Board.

Prior to the completion of an Apprentice's contract of apprenticeship, the Contractor may wish to have the apprenticeship period extended to insure the Apprentice is qualified to receive the Journeyman rate. The Contractor must have the approval of the Affiliated Union before there is any extension of this contract.

- d) Apprentices are to be encouraged to obtain tools commensurate with their progress in the trade. All Apprentices shall be expected to have a complete set of tools as required by a Journeyman after the fourth (4th) sixth (6th) month work period.

FL.114 Any Journeyman whose work performance does not meet the accepted industry standards shall enroll in the appropriate training classes that are available. Failure or refusal to enroll in such training class shall result in possible reduction of wages, not to exceed one dollar (\$1.00) per hour.

FL.120 Vacation and Statutory Holiday Pay Rates

FL.121 Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of gross earnings.

FL.130 Health and Welfare, and Pension Plan Funds

FL.131 Health and Welfare Fund

Contributions shall be made to the Floorlayers Welfare Trust Fund at the following rates:

October 2008 \$1.37

FL.132 Pension Fund

- a) Contributions shall be made to the Floorlayers' Industry Pension Plan at the following rates:

October 2008 \$3.04

- b) Contributions to the Pension Plan shall not be required on behalf of any Employee who is seventy (70) years of age or over.

FL.140 Other Funds

FL.141 Trade Promotional Fund

- a) Contributions shall be made to the Floor Covering Trade Promotional Fund at the rate of twenty-two cents (\$0.22) per hour by each Employee coming within the scope of this Agreement. Ten cents (\$0.10) of this contribution has been designated by general agreement to be forwarded to a Floor Covering Employers Fund and shall be distributed as provided

in the Agreement between the Floor Covering Joint Conference Board and the Union, dated July 10, 1988.

- b) The minimum monthly remittance shall be not less than twenty dollars (\$20.00).

**ARTICLE FL.200 - CREW LEADER**

All Employees required to take charge of work shall be paid not less than one (1) additional hours pay at the regular hourly rate for each shift worked.

**ARTICLE FL.300 - DUES**

FL.310 Union fees and dues shall be deducted and forwarded to the Financial Secretary's address as the Affiliated Union may designate from time to time.

FL.320 Deductions for each Employee coming within the scope of this Trade Section shall be made as the Union from time to time directs.

**ARTICLE FL.400 - SPECIAL CONDITIONS**

FL.410 Tools

FL.411 If the following tools and/or equipment are required, they shall be supplied:

All power tools, power stretchers, power staplers, seaming irons and attachments, tile cutter, roller or any other equipment other than ordinary Floorlayers' tools. All specialty knife blades shall be supplied to any Employee who is engaged in the installation of any floor covering materials that contain abrasive substances (i.e. Altro-Floor).

FL.412 The following tools and/or equipment to be provided by all Journeyman Employees:

Tool box	Assorted screwdrivers
Hammer	Steel measuring tape
Hack Saw	Chalk line
Mitre box	Broad Knife
Pinch bar	Punch
Nail set	Cold chisel
Tin snips	Light extension
Knives	(approximately 50 feet)
and other miscellaneous hand tools.	

FL.413 In addition to the tools and/or equipment provided by all Journeyman Employees, the Journeyman who installs resilient floor covering materials shall provide the following:

Seam roller	Bar scriber
Two (2) steel trowels	Seam scriber
2' Square	Dividers
Steel straight edge	Torch
Block Plane	



FL.414 In addition to the tools and/or equipment provided by all Journeyperson Employees, the Journeyperson who installs carpet shall provide the following:

Knee Kicker	Magnetic hammer
Shears	Rubber hammer
Stair tool	Stapler
Trimmer	Pad Knife
Smooth edge cutter.	

FL.415 Hand trucks and/or dollies shall be supplied when an Employee is required to move furniture, appliances, etc.

FL.416 All Employees shall be responsible to return tools and/or equipment issued to them.

FL.420 Older Workers

An Employee incapacitated by age or accident may be permitted to be employed at less than the regular scale of wages at a rate of pay mutually agreed upon by the Employee, the Employer, and the Affiliated Union. The conditions of employment shall be amended so as to enable such Employees to continue with their employment.

**APPENDIX "GL"**

ALLIED HYDRO COUNCIL

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

GLAZIERS TRADE SECTION

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GL.420 SAFETY EQUIPMENT

**ARTICLE GL.100 - WAGES AND FUNDS**

GL.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

Journey person Glazier \$31.05 31.98 32.62

GL.111 Qualifications for Journeypersons

A Journeyperson shall be skilled in all aspects of the following areas of work:

- (a) Cutting of all types of flat glass;
- (b) Setting and glazing of all types of flat glass and related products;
- (c) Fabrication and installation of all types of architectural metal and related products;
- (d) Installation of all types of metal windows;
- (e) Caulking and sealing as applicable to the glass and metal trade.

The wage rate shown includes five cents (\$0.05) per hour tool allowance contribution.

GL.112 Apprentices:

1st 6 months	55% of Journeyperson's rate
2nd 6 months	60% of Journeyperson's rate
2nd Year	65% of Journeyperson's rate
3rd Year	70% of Journeyperson's rate
4th Yr, 1st 6 Mos	75% of Journeyperson's rate
4th Yr, 2nd 6 Mos	80% of Journeyperson's rate

GL.113 Advancement of Apprentices shall not be construed as automatic. In cases where training has not achieved satisfactory results or there is a shortage of training hours, the Contractor may wish to have the future rate increases of an Apprentice reviewed. Prior to making any adjustments to the future rate increases of an Apprentice, the Contractor must have the approval of the Joint Trade Board. Prior to completion of an Apprentice's contract of apprenticeship, the Contractor may wish to have the apprenticeship period extended to ensure the Apprentice is qualified to receive the Journeyperson rate. The Contractor must have the approval of the Joint Trade Board before there is any extension of this contract.

GL.114 Pre-Apprentices

Pre-Apprentice graduates shall be given a credit of six (6) months' field training.

GL.115 Swing Stage Premium

For all hours worked from swing stages, Employees shall receive seventy-five cents (\$0.75) in addition to their regular rate.

GL.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at twelve (12%) of gross earnings.

GL.130 Health and Welfare, and Pension Plan FundsGL.131 Health and Welfare Trust Fund

Contributions to the Glaziers Health and Welfare Trust Fund of one dollar and twenty cents (\$1.20) per hour shall be made.

GL.132 International Brotherhood of Painters and Allied Trades Union and Industry Pension Fund

(a) Contributions shall be made to the International Brotherhood of Painters and Allied Trades Union Industry Pension Fund in the sum of one dollar and twenty-four cents (\$1.24) per hour.

(b) It is agreed that remittances to the Glaziers Health and Welfare Trust Fund and Pension Fund are wages due to the Employee, which the Employee has assigned to the Plans for the purpose of receiving benefits under the Health and Welfare and Pension Plans and which funds are held in trust for the Health and Welfare and Pension Plans.

GL.140 Other FundsGL.141 Joint Trade Board

Funds for the Joint Trade Board shall be based on twenty-two cents (\$0.22) per hour. Contributions shall be twelve cents (\$.12) per hour from the Contractor and the Employee shall contribute ten cents (\$0.10) per hour.

**ARTICLE GL.200 - CREW LEADERS**

GL.201 A Journeyperson who is assigned to direct others in the performance of their work and is held responsible for the quantity and quality of work or is assigned to act as the Contractor's agent in dealing with the owner or general Contractor shall be known as a Crew Leader and paid twelve percent (12%) per hour over the Journeyperson's rate. This provision does not apply to two (2) person crews.

GL.202 Notwithstanding the above, on jobs of more than four (4) consecutive days duration a Crew Leader shall be employed from the first day four (4) and up to fifteen (15) workers started and continued on the job and such Crew Leader shall receive twelve percent (12%) per hour over the Journeyperson's rate.

GL.203 On jobs employing more than fifteen (15) workers, an "A" Crew Leader shall be employed and paid seventeen (17%) over the Journeyperson's regular rate of pay.

**ARTICLE GL.300 - DUES**

Union dues shall be deducted as required by the Affiliated Union and remitted to the Financial Secretary of the Affiliated Union by the fifteenth (15th) day of the month following that for which dues were collected.

**ARTICLE GL.400 - SPECIAL CONDITIONS**

GL.410 Tools

The wage rate shown includes five cents (\$0.05) per hour to cover an allowance for the Employee providing the following tools:

1 set Allen Keys  
 1 only Centre Punch  
 1 only Chalk Line  
 1 only Chisel - wood  
 1 only Chisel - cold  
 1 pair Glass Pliers  
 1 only Hacksaw Frame  
 1 only Hammer - claw  
 1 only Hammer - rubber or plastic  
 1 only Measuring Tape - 25'  
 1 only Nail Set  
 1 only Paint Brush - 4"  
 1 only Pliers - combination  
 1 only Plumb Bob  
 1 only Pointing Trowel  
 1 only Small Pry Bar  
 1 only Putty Knife - straight  
 1 only Putting Knife - bent  
 1 only Razor Blade Scraper  
 1 only Screwdriver - Rob. - green  
 1 only Screwdriver - Rob. - red  
 1 only Screwdriver - Rob. - black  
 1 only Screwdriver - Phil. - CP-1  
 1 only Screwdriver - Phil. - CP-2  
 1 only Screwdriver - Phil. - CP-3  
 1 only Screwdriver - Flat - 10"  
 1 only Screwdriver - Flat - 8"  
 1 only Screwdriver - Flat - 6"  
 1 only Spanner Adjustable - small  
 1 only Scribe  
 1 only Square - combination  
 1 only Square - bevel  
 1 only Tap Handle - 1/4"  
 1 only Tin Snips  
 1 only Tool Box  
 1 only Utility Knife  
 1 only Vice Grip

GL.420 Safety Equipment

GL.421 All safety equipment including hearing protective devices, safety hats and protective I wear shall be supplied to the Employees at no cost to the Employees.

GL.422 The Employees shall be responsible to understand and use all safety equipment and devices in a proper manner and to pursue safe practices including proper housekeeping.

**APPENDIX "IN"**

ALLIED HYDRO COUNCIL

INTERNATIONAL ASSOCIATION OF HEAT AND FROST

INSULATORS AND ASBESTOS WORKERS

INSULATORS TRADE SECTION

INDEX

IN.100 WAGES AND FUNDS

IN.110 WAGE RATES AND CLASSIFICATIONS

IN.120 VACATION AND STATUTORY HOLIDAY PAY RATES

IN.130 HEALTH AND WELFARE, AND PENSION PLAN FUNDS

IN.140 OTHER FUNDS

IN.200 CREW LEADER

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**ARTICLE IN.100 - WAGES AND FUNDS**

IN.110 Wage Rates and Classifications

07/2008 07/2009 07/2009

Journey person Mechanic \$28.28 29.12 29.70

IN.111 The Journey person Mechanic's rate includes the following contributions:

- (a) A seven cents (\$0.07) per hour tool allowance;
- (b) A five cents (\$0.05) per hour protective clothing allowance.

IN.112 Apprenticeship/Improver Rates - Per Hour

<u>Journey person</u>			
1st 3 months 50%	\$14.20	14.62	14.91
2nd 3 months 55%	15.61	16.07	16.39
2nd 6 months 60%	17.02	17.52	17.87
3rd 6 months 65%	18.42	18.97	19.35
4th 6 months 70%	19.83	20.42	20.83
5th 6 months 75%	21.24	21.87	22.31
6th 6 months 80%	22.65	23.32	23.78
7th 6 months 85%	24.06	24.77	25.26
8th 6 months 90%	25.46	26.22	26.74

IN.113 Apprentices

IN.114 Each Contractor employing three (3) Mechanics or more must employ at least one (1) Apprentice and in addition must employ one (1) additional Apprentice if available, for every four (4) Mechanics employed.

IN.120 Vacation and Statutory Holiday Pay Rates

IN.121 Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

IN.130 Health and Welfare, and Pension Plan Funds

IN.131 Health and Welfare

Payment to the Trustees of the International Heat and Frost Union, Local 118, Health and Welfare Trust Fund, in the amount of two dollars and thirty cents (\$2.30) per hour shall be made. This fund includes seven cents (\$0.07) to be credited to the Apprenticeship Training Program Fund.

IN.132 Pension

Payment to the Trustees of the International Heat and Frost Union, Local 118, Pension Trust Fund, in the amount of three dollars and eight-nine cents (\$3.89) per hour shall be paid.

IN.140 Other Funds

IN.141 Insulation Industry Promotion Fund

Thirty cents (\$0.30) per hour or eighteen dollars (\$18.00) per month, whichever is greater, shall be paid to the British Columbia Insulation Contractors Association.

IN.142 Insulation Industry Education Fund

Payment shall be made to the Affiliated Union in the amount of thirteen cents (\$0.13) per hour.

IN.143 Insulation Industry Health Hazard Fund

Payment of five cents (\$0.05) per hour shall be made to the Insulation Industry Health Hazard Fund. Two cents (\$0.02) of this Fund is for the purpose of compensating Affiliated Union members for the time to take required annual hearing tests.

IN.144 Apprenticeship Training Program Fund

A combined contribution of fourteen cents (\$0.14) per hour (\$0.07 contributed by the Employer and \$0.07 deducted from the Employee's wage package) shall be used to maintain an Apprenticeship Training Program for Apprentices of Local 118 and to establish and maintain an upgrading and training program for Mechanic members of Local 118.

IN.145 Insulation Industry Scholarship Fund

Payment of one cent (\$0.01) per hour shall be made to the Insulation Industry Scholarship Fund. These funds shall be used by the Union to award annual scholastic scholarships.

**ARTICLE IN.200 - CREW LEADER**

IN.210 Crew Leader

IN.211 The Contractor shall determine the number of Employees required for the performance of any work function and shall select and appoint all Crew Leaders and allocated work to be performed. Any Mechanic who is expected to work, supervise and direct three (3) but not more than twelve (12) persons shall be classed as a Working Crew Leader, shall be expected to use the tools of the trade and be paid one hundred and ten percent (110%) per hour of the Journeyperson Mechanic's rate.

IN.212 When an Employee is required to look after three (3) or more jobs the Employee shall be classed as a Working Crew Leader.

IN.220 General Crew Leader

IN.221 When more than one (1) Crew Leader is required on any job, one (1) shall be designated as a General Crew Leader and shall be paid one hundred and seventeen percent (117%) per hour or more, of the Journeyperson Mechanic's rate.

IN.222 A General Crew Leader is non-working and when a second crew is established, is responsible for up to six (6) Employees.

IN.230 Crews

IN.231 Crews to be based on the following:



One (1) Crew Leader - twelve (12) Employees = 13.

IN.232 Crew ratios are to match the following examples:

Total Workers (Not Including Crew Leader)	Requires
3 - 12	1 Crew Leader
13 - 18	1 General Crew Leader and 1 Crew Leader
19 - 30	1 General Crew Leader and 2 Crew Leaders
31 - 42	1 General Crew Leader and 3 Crew Leaders
43 - 54	1 General Crew Leader and 4 Crew Leaders
55 - 66	1 General Crew Leader and 5 Crew Leaders

#### **ARTICLE IN.300 - DUES**

IN.301 Deductions from each Employee covered by this Agreement, in the amount of seven percent (7%) per hour earned as Supplementary Dues shall be made and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

IN.302 The Affiliated Union may alter the amount of deduction on the anniversary date of this Agreement providing notice has been submitted to the Employer at least thirty (30) days prior to that anniversary date.

#### **ARTICLE IN.400 - SPECIAL CONDITIONS**

##### IN.410 General

IN.411 A respirator (approved by W.C.B.) shall be furnished to each Employee on request. Replacement respirators shall be provided at no cost ONLY when the used respirator is turned in and is obviously unfit for further use. If the respirator is not turned in, the cost of the new respirator shall be deducted from the Employee's pay. A supply of respirator filters shall be available at no cost to the Employee.

IN.412 On asbestos removal jobs, during the removal phase where showers are required, clean socks, shorts, towels and shampoo shall be supplied.

IN.413 Safety equipment and protective clothing as required by the Workers' Compensation Board shall be provided to Employees required to work with spray machines, stud guns, injurious chemicals, insulation materials; goggles and masks shall meet Workers' Compensation Board standards.

IN.414 Employees who are required to apply insulation by spray method or apply mastic insulation by any method shall be supplied with suitable coveralls.

##### IN.415 Handicapped Workers

It is agreed to employ any worker of the Affiliated Union on work which suits the physical ability and which is acceptable to the worker. Those who have suffered injury or disability in the trade should be employed when and where their capabilities are considered suitable, provided

workers have the approval of the Workers' Compensation Board. The Contractor shall in all instances determine the employment of the worker.

IN.416 No Employee shall engage in other employment for wages, when offered work by the Employer to the extent of the regular or shift hours provided in this Agreement.

IN.420 Tools

IN.421 It shall be the responsibility of each Employee to supply and maintain the following adequate standard tools in good condition, with the exception of the First Year Apprentice and the First Year Improver:

Pliers or End Nippers  
Pointer, flat and gauging trowels  
Scissors  
Tape Rule  
Saws - keyhole, handsaw  
Knives  
Hammer  
Screwdrivers (variety)  
Paste Brush  
Slicks  
Tin Snips  
Springs or Bands

IN.422 Employees shall be furnished with hard hats, hard hat liners, and in addition, all cutting tools, gloves, hand cleaner (waterless), face grease (Vas) and brushes, as are necessary or required in the course of working with foam glass, glisotherm, mastic, expanded metal lath and wire mesh. Staple guns shall be supplied to the Employee as required.

IN.423 The Employee shall be responsible for the return of staple guns and other tools as provided by the Contractor. Such items shall be returned in usable condition, normal wear and tear excepted.

**APPENDIX "IR"**

ALLIED HYDRO COUNCIL

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRONWORKERS

IRONWORKERS TRADE SECTION

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- IR.100 WAGES AND FUNDS
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  - IR.440 WELDERS' TEST
  - IR.450 CREWS
  - IR.460 FLOORS
  - IR.470 SPECIAL SAFETY ITEMS

**ARTICLE IR.100 - WAGES AND FUNDS**

IR.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

Journey person \$30.72 31.64 32.27

IR.111 Ordinary Crew Leader Rate

Ordinary Crew Leader shall be paid one dollar and fifty cents (\$1.50) per hour or ten percent (10%) over the Journey person's hourly rate whichever is the greater.

IR.112 Apprentices

On commencement of employment in the field, such Apprentice shall start at the rate of sixty-three percent (63%) of the Journey person's rate and shall receive an increase of five percent (5%) of the Journey person's rate every seven hundred and fifty (750) hour period. After completion of the six (6) seven hundred and fifty (750) hour period of apprenticeship, the Apprentice shall be required to pass examinations set by the Union Examining Board and to have satisfied requirements set out by the Joint Committee of the Ironworkers' Trade Improvement Fund and when the Ironworker has successfully passed same, shall be paid at the prevailing Journey person's rate.

IR.113 Apprentice Wage Rates

1 - 750 hours (63%)	19.35	19.93	20.33
751 - 1500 hours (68%)	20.89	21.52	21.94
1501 - 2250 hours (73%)	22.43	23.10	23.56
2251 - 3000 hours (78%)	23.96	24.68	25.17
3001 - 3750 hours (83%)	25.50	26.26	26.78
3751 - 4500 hours (90%)	27.65	28.48	29.04

IR.114 Structural and Reinforcing Ironworkers Apprentices shall be employed on construction work at the ratio of one (1) Apprentice to every six (6) Journey persons employed on such work.

IR.115 Ironworker Apprentices shall be employed on application of sheeting, ornamental and finishing work at the ratio of one (1) Apprentice to every four (4) Journey persons employed on such work.

IR.116 Helicopter Use

In the event that a helicopter is used during the course of construction, an Ironworker shall be paid wages in the manner following:

- (a) An Ironworker who during the course of a day is to work directly with a helicopter and whose work during that day requires the Ironworker to work on the ground shall for that day be paid a premium equal to twenty-five percent (25%) of the straight-time wages for a minimum of four (4) hours during that day.
- (b) An Ironworker who during the course of a day is to work directly with a helicopter and whose work during that day requires the Ironworker to work above ground shall for that day be paid a premium equal to fifty

percent (50%) of the straight-time wages for a minimum of four (4) hours during that day.

- (c) Nothing contained herein shall be construed or interpreted in such manner as shall entitle an Ironworker in any one (1) day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of the straight-time wages for all hours worked during that day.
- (d) The words, to "work directly with a helicopter" contained herein shall be deemed to apply only to an Ironworker expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at the station of work and nothing herein shall be construed or interpreted in such manner as shall entitle an Ironworker to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of a helicopter.
- (e) An Ironworker being transported on the job by helicopter shall carry hand tools, lunch and rain clothing when appropriate. Other tools and rigging supplies and miscellaneous material necessary for performance of the work shall be carried together with an Ironworker and when appropriate shall be carried in a sling beneath the helicopter.
- (f) Ironworkers required to work directly with a helicopter shall be on a voluntary basis.

IR.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of the Ironworkers' gross earnings.

IR.130 Health and Welfare, and Pension Plan Funds

IR.131 Health and Welfare Plan

Contributions shall be made to the Ironworkers, Local 97 Health and Welfare Plan of two dollars and seventy-six cents (\$2.76) per hour.

IR.132 Pension Plan

Contributions of four dollars and seventy-eight cents (\$4.78) per hour shall be made to the Ironworkers, Local 97 Pension Fund.

IR.140 Other Funds

IR.141 Ironworkers Trade Improvement Fund

Contributions of thirty-two cents (\$.32) for each hour shall be made to the Ironworkers Trade Improvement Fund.

**ARTICLE IR.200 - CREW LEADER**

IR.210 When two (2) or more Ironworkers are employed, one (1) or more of the said Ironworkers shall be chosen to be Crew Leader and the Ironworker working as Crew Leader shall receive Crew Leader's wages.

IR.211 When only one (1) Ironworker is employed and when the Contractor places the Ironworker in responsible charge of the work being done, Crew Leader's wages shall be paid, provided that nothing in this Section shall interfere with the usual right to employ a single person for Journeyperson's work at Journeyperson's wages.

IR.212 The Contractor may employ on one (1) job as many Crew Leaders as deemed necessary.

IR.220 Welding Supervisors

On the Contractor's job site where there are three (3) Welders employed in making stress welds as defined in C.S.A. W59, a Welding Supervisor shall be employed. It is understood that the Supervisor shall be a working Crew Leader and shall be qualified under the requirements of C.S.A. W59, and in accordance with the regulations of the Welding Test Joint Committee. On a job where four (4) or more Welders are employed making stress welds as defined in C.S.A. W59, the Welding Supervisor shall not be a working Crew Leader. Where four (4) or more Welders are employed in any one (1) area on a job site, the Contractor shall appoint a person to supervise the welding and exercise quality control. This appointee shall hold a current Welding Supervisor's ticket. Welding Supervisors when employed as described above shall be paid not less than the Crew Leader's rate.

**ARTICLE IR.300 - DUES**

**Dues Check Off**

It is agreed to deduct One dollar and five cents (\$1.05) per hour for field dues for each hour earned by the Ironworker from wages and forward same to the office of the Financial Secretary of the Ironworkers, Local 97 no later than the fifteenth (15th) day of the month following the month for which the deductions were made.

**ARTICLE IR.400 - SPECIAL CONDITIONS**

IR.410 General

IR.411 Double Work

So long as any Ironworker is actively engaged on a job, the Ironworker shall not either during a regular working day or after the expiry of a regular working day, take employment on any other job.

IR.412 Piece Work

It shall be a violation of this Agreement for Ironworkers to engage in piece-work of any description.

IR.413 Work Limitation

No limitation shall be placed on the amount of work which may be performed by an Ironworker during work hours.

IR.420 Finishers' Tools

IR.421 All tools required to effectively install all Ornamental and Curtain Wall Work shall be furnished by the Contractor.

IR.422 All tools, including Rebar Wire Reels, shall be supplied by the Contractor but if such tools are not returned or are wilfully damaged, the cost shall be deducted from the Ironworker's payroll cheque.

IR.430 Safety Equipment

IR.431 Safety hats, winter liners, sweat bands, welders' helmets, welders' gloves, burning goggles and flash goggles shall be supplied at no cost to the Ironworker, except that they shall be returned upon completion of the Ironworker's employment. If such articles are not returned, or have been wilfully damaged, the replacement cost shall be deducted from the Ironworker's payroll cheque.

IR.432 On abnormally dirty maintenance, revamp and repair work, in which the Ironworkers' clothes may be abnormally or permanently damaged, coveralls shall be supplied and maintained at no cost to the Ironworker. Such coveralls must be returned or the cost of the coveralls shall be deducted from the Ironworker's wages.

IR.440 Welders' Test

When an Employer orders an Ironworker Welder, the Employer shall specify the required Welder's certificate which the Ironworker Welder shall possess at the time of reporting for work at the Worksite. Should the Employer, before or after the Ironworker Welder's arrival at the job site, require the Ironworker Welder to perform any additional testing, such testing shall be taken on the Contractor's time and any cost thereto shall be borne by the Contractor.

IR.450 Crews

IR.451 Guy and Stiff Leg Derricks

Not less than six (6) persons and a Crew Leader shall be employed on or around any guy or stiff leg derrick used on steel erection. Not less than four (4) persons and a Crew Leader shall be employed on all mobile or power operated rigs of any description used on steel erection. When a mobile or power-operated rig is being used other than for steel erection, the number of persons required on the said rig shall be determined by the Crew Leaders who shall keep in mind the safe and efficient operations of the particular job.

IR.452 Rivetting Gangs

Rivetting Gangs shall at no time be composed of less than four (4) persons. Heaters may be required to start their fires a sufficient time before the regular starting time so that hot rivets shall be available at the regular starting time, but the heaters shall be paid at overtime rates of pay for such time worked before the regular starting time.

IR.453 When three (3) or more rivetting gangs are employed on any job, a Crew Leader shall be employed who shall not be required to work in any rivetting gang. Should an emergency arise, and if three (3) or more rivetting gangs are employed on any job, a Crew Leader may temporarily work with a rivetting gang.

IR.460 Planking on Floors

- IR.461 Working floors upon which derricks sit shall be covered tightly with planking, or other suitable materials, which shall cover the entire floor except where openings are left for ladders.
- IR.462 The second floor beneath each rivetting scaffold shall be covered before rivetting commences. If the second floor is more than twenty-five (25) feet below the rivetting scaffold, then the first floor below the rivetting scaffold shall be covered. The covering shall be directly below the rivetting scaffold and shall have a radius of at least ten (10) feet.
- IR.463 Where temporary floors are required:
- (a) In the erection of buildings or structures of skeleton construction, temporary floor, decking, or form work shall be installed as work of erection progresses. Whenever possible, the level at which work is being carried on shall have a temporary floor installed or, if this is impracticable, a temporary floor shall be installed at a level as close as possible to the working area.
  - (b) Temporary floors shall completely cover the work area except for openings which are necessary.
  - (c) Only openings that are required for the movement of people and materials shall be permitted and these openings shall be effectively guarded.

IR.470 Special Safety ItemsIR.471 Protection Against Falling

Where structural framework is erected in advance of external walls, workers shall be protected from falling from the unguarded portions of the external perimeter of the structure at all elevations that are ten (10) feet above grade by means of barriers, guardrails, safety-belts and lifelines, and/or other effective means.

IR.472 Stiffening and Supporting Working Load Points

Where iron is landed at any point of structure under construction, all connections shall be fully fitted up and tightened and substantial support provided so that the structure may safely sustain the added weight of the iron being landed.

IR.473 Riding the Load or Load Falls

Ironworkers shall not be required to ride loads or load falls except for inspection purposes or to erect or dismantle derricks.

IR.474 Slings and Protection of Signal Devices

Steel cables shall be used in the making up of slings. Safe housing, casing or tubing shall be used to cover and protect all signalling devices used to direct the work or



operation of a machine, equipment or device used in connection with work done by Employees.

IR.475 Bar Joists

All bar joists shall be bolted or tack welded before bridging is installed.

IR.476 Elevator Shaft Protection

No Ironworker shall be required to work in an elevator shaft while the elevator car is in operation. The elevator shaft shall be safely planked in on the first floor above, and on the first floor below the point where the Ironworkers are working in the elevator shaft.

IR.477 Safety Nets

A Joint Safety Committee shall make every effort to have the use of Safety Nets installed in the Workers' Compensation Board Accident Prevention Regulations and such Safety Nets shall be used when erecting and repairing bridges wherever it is practical.

**APPENDIX "LA"**

ALLIED HYDRO COUNCIL

LABOURERS INTERNATIONAL UNION of NORTH AMERICA

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

LABOURERS HEAVY TRADE SECTION

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**ARTICLE LA.100 - WAGES AND FUNDS**LA.110 Wage Rates and ClassificationsLA.111 Surface

	07/2008	07/2009	07/2010
Traffic Control Person, Security Guards (Fire Prevention)	\$26.87	27.68	28.23
Chainperson, Rodperson, Stakeperson	27.03	27.84	28.40
** Labourers, Signalperson, Dumpperson and Swamper	27.25	28.07	28.63
** Driller's Helper	27.31	28.13	28.69
Cement Power Buggy, Pump tender, Bobcat Loader	27.38	28.20	28.76
First Aid Attendant			
"Level 1" Ticket	27.83	28.65	29.21
"Level 2" Ticket	28.81	28.85	29.41
"Level 3" Ticket	28.13	28.95	29.51
* For additional first aid classifications see below			
Grinder, Mixer (under 1 yd.), Caulked & Cemented Joint Tile and Pipelayer, Timberperson, Graderperson, Person Holer, Instrument Person-Utility 1	27.47	28.29	28.86
Power & Electric Tool Operator, Signalperson Hook-Up, Heat Fusion Machine, Concrete Saw	27.52	28.35	28.92
Vibrator	27.66	28.49	29.06
Vibrator-6" diameter (when operated manually)	28.34	29.19	29.77
Driller, Pneumatic, Airleg, Jackhammer Types	27.64	28.47	29.04
Wagon Types, Instrument Person- Utility 2	27.81	28.64	29.21
Air Trac (all models)	27.91	28.75	29.33
Diamond Driller	28.18	29.03	29.61
Powderperson, 2nd Class with Certificate (assisting in loading holes)	27.64	28.47	29.04
High Scaler (when requested to work on dangerous faces and working with the aid of safety belts and lines)			
Up to 30 feet	27.84	28.68	29.25
Over 30 feet	28.17	29.02	29.60
Powderperson Tank Drill	28.53	29.39	29.98

	07/2008	07/2009	07/2010
Assistant Diamond Driller	\$27.81	28.64	29.21
** Driller Helper - Airleg, Air Trac, Wagon, etc.	27.31	28.13	28.69
Fallers on Clearing	27.84	28.68	29.25
Gunite and Grout Gunite Nozzleperson Hydro-Broom (over 1,000 P.S.I. nozzle pressure) (wet and dry)	27.92	28.76	29.34
Gunite Potperson, Hydro-Broom, (1,000 P.S.I. or less nozzle pressure) (wet or dry)	27.71	28.54	29.11
Groutperson (Headerperson)	27.64	28.47	29.04
** Labourer or Driller Helper Trainee (1st Period: 0-1,500 hours worked - 80% of Labourer or Driller Helper rate)  (2nd Period: 1,501-2,000 hours worked - 90% of Labourer or Driller Helper rate)  An Employee who has had less than two (2) years proven experience in the last five (5) years as a labourer or a Driller Helper in Institutional, Commercial, Roadbuilding or Industrial Construction shall start at the 1st period Labourer or Driller Helper Trainee rate.			
* When other job classifications are performing First Aid duties other than the designated First Aid Attendant classification above, the following applies:  Where First Aid Attendants with "Level 1" tickets are required they shall be paid an additional fifty eight cents (\$0.58) per hour.  Where First Aid Attendants with "Level 2" tickets are required they shall be paid an additional seventy-eight cents (\$0.78) per hour.  Where First Aid Attendants with "Level 3" tickets are required they shall be paid an additional eighty-eight cents (\$0.88) per hour.  Employees on Caisson work below twenty-five feet shall be paid fifty cents (\$0.50) above their classification.  Employees working on a swinging stage above twenty-five feet shall be paid forty cents (\$0.40) above their classification.			

LA.112 Underground

The following wage rates shall be paid to the classifications listed below on underground work.

	07/2008	07/2009	07/2010
Labourer	\$29.53	30.42	31.03
Skiptender, Chucktender, Switchperson, Trackperson	29.84	30.74	31.35
Miner, Timberperson, Powderperson, Form Cleaner, Form Setter, Tunnel Maintenance (miner carrying out repairs to timbering, etc.)	30.98	31.91	32.55
Tram Operator, Mucking Machine Operator (up to Eimco Model 40) L.H.D. Operator	31.07	32.00	32.65
Safety Miner shall receive \$0.80 per hour above the applicable Miner Classifications			
Raise Miner, Shaftperson, Shaft Maintenance	31.29	32.23	32.87
Raise Borer (Robbins, Dresser and similar types), Clam Person	31.68	32.63	33.29
Shaft Leader	31.76	32.71	33.36

LA.113 Higher and Lower Pay Rates

(a) Higher Wage Rates.

Employees working in a higher wage classification shall be paid the higher rate for the entire shift.

(b) Lesser Rate of Pay.

At no time shall Employees be required to work in a lesser wage classification than that for which they are dispatched, unless they agree to the lesser wage classification in writing, which shall require their signature.

LA.114 Helicopters

In the event that a helicopter is used by the Contractor during the course of construction, an Employee shall be paid wages in the manner following:

(a) Employees who during the course of a day work directly with a helicopter and whose work during that day requires them to work on the ground shall for that day be paid a premium equal to twenty-five percent (25%) of their straight-time wages for a minimum of four (4) hours during that day.

(b) The words, "work directly with a helicopter" contained in Article LA.114 above shall be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at the station of work and nothing in the recited Article LA.114 shall be construed or interpreted in such manner as shall entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operation subsequently performed with the use of a helicopter.

(c) An Employee who during the course of a day is not required to work with a helicopter but who is transported on the job by helicopter shall not be entitled to the above premium.

LA.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

LA.130 Health and Welfare, and Pension Plan Funds

LA.131 Welfare

Contributions shall be made to the Labourers Medical and Benefit Plan of B.C. at the rate of one dollar and ninety-nine cents (\$1.99) for each hour. Such contributions shall be made by cheque payable to the Labourers' Medical and Benefit Plan of B.C.

LA.132 Pension

Pension contributions shall be made in trust to the Labourers Medical and Benefit Plan of B.C., of two dollars and eighty-nine cents (\$2.89) per hour and shall be accompanied by a Remittance Report supplied by the Affiliated Union.

LA.140 Other Funds

LA.141 Labourers' Advancement Fund

Contributions shall be made at the rate of thirty-two cents (\$0.32) for each hour to the Labourers' Medical and Benefit Plan of B.C. This amount shall be remitted to the British Columbia Labourers Advancement Fund.

LA.142 Labourers Training Fund

Contributions shall be made at the rate of seventeen cents (\$0.17) per hour for each hour to the Construction and General Labourers' Training Trust Fund.

**ARTICLE LA.200 - CREW LEADER**

LA.201 Crew Leader

If the Contractor works four (4) or more Employees under the jurisdiction of the Labourers' International Union of North America, a working Crew Leader shall be employed. Where

there are more than six (6) such Employees a non-working Crew Leader shall be employed. Crew Leaders shall receive one dollar and seventy-five cents (\$1.75) per hour based on the rate of the highest classification under their supervision. Where there are more than fifteen (15) such Employees, a Working Crew Leader shall also be appointed by the Contractor.

LA.202 Work Assignments

Employees covered by this Agreement shall only be given work assignments by their immediate trade Crew Leaders. Employees assigned to work under other Crew Leaders shall take orders from such trade Crew Leaders until they are returned to, or reassigned by their respective Labour Crew Leader.

**ARTICLE LA.300 - DUES**

LA.301 Dues Check Off

The Employer shall deduct any assigned amounts from the Employee's wages and pay the same to the Secretary Treasurer of the Affiliated Union by the fifteenth (15th) day of the month following such deductions.

LA.302 Working Dues Check Off

Sixty-five cents (\$0.65) per hour working dues shall be deducted from each Employee covered by this Agreement for each hour earned and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which the deductions were made.

**ARTICLE LA.400 - SPECIAL CONDITIONS**

LA.410 General

LA.411 Protective clothing essential to the protection of Employees and their regular work clothes from unusual circumstances such as caustic chemical, oil spills, etc., (i.e. slickers, gloves, hip boots, coveralls, etc.) shall be supplied by the Contractor at no cost to the Employees. However, should the foregoing items not be returned to the Contractor, the cost of these items shall be deducted from any monies owing to the Employee.

LA.412 Drillers, powderpersons and their helpers shall be issued with slickers, rubber boots and rubber gloves. If the slickers, rubber boots and rubber gloves are not returned, the cost shall be deducted from any monies owing to the Employee.

LA.413 If replacement of slickers, rubber boots or rubber gloves is required due to excessive wear or accident on the job, the Contractor shall supply a replacement to the Employee at no cost.

LA.414 The Contractor shall pay the cost of obtaining Operators Licenses other than those required under the Motor Vehicles Act for Employees covered by this Agreement.

LA.420 Underground

## LA.421 Underground Work - Special Conditions

- (a) Smoke time shall be determined by the conditions which exist at the particular time of blasting - weather, wind, ventilation, etc. After blasting operations, work shall be resumed at the discretion of the Shift Boss, however, a minimum of ten (10) minutes smoke time shall be allowed. Any grievance arising from smoke clearing time shall be referred to a Grievance Committee equally representative of labour and management. If necessary, consultation shall be held with the person or committee responsible for safety.
- (b) Rubber boots, rubber clothing, rubber gloves and where necessary ear muffs or equivalent shall be issued by the Contractor. If not returned to the Contractor's stores in reasonable condition on termination, the cost of same shall be deducted from any monies owing to the Employee.
- (c) When replacement of rubber clothing, rubber boots or rubber gloves (of suitable quality) is required due to excessive wear or accident, the Contractor shall supply same to Employees at no additional cost.
- (d) Heated, dry rooms complete with showers shall be provided. There shall be at least one (1) showerhead for every three (3) Employees on any one (1) shift and sufficient hot water shall be provided so that every Employee shall be able to take a hot shower. Soap and hand cleaner shall be supplied in the dry rooms.
- (e) The size and requirements of the dry room shall be agreed upon at a pre-job conference.

LA.422 Safety Miner

Shall be someone with at least five (5) years' experience as a miner and shall possess a valid Mine Rescue Certificate and an Industrial First Aid Certificate.

- (a) Safety Miners shall be responsible for monitoring air quality data.
- (b) Safety Miners shall be responsible for ensuring members of their crew use the proper protective equipment. Violations shall be reported to the supervisor.
- (c) At least one safety miner shall be a member of the Safety Committee.
- (d) Safety Miners shall report unsafe working procedures, unsafe equipment and violations of the WCB Regulations to the Safety Committee.
- (e) A Safety Miner shall not be discriminated against for performing duties responsibly.

LA.423 Underground work classifications not listed in Article LA.112 shall be paid ten percent (10%) above the surface rate, and



- (a) There shall be employed at least one Chucktender for every two drills.
- (b) One Employee on each shift shall be designated the Safety Miner and such Employee must possess a Mine Rescue Certificate or a WCB Recognized First Aid Ticket.
- (c) All drilling operations shall be supervised by a shift boss (Crew Leader).

LA.430 Driller Helpers

There shall be a helper assigned to every Air Trac or Tank Drill working alone, or one (1) helper for each two (2) machines where the machines are working together. Drillers shall not regularly be required to perform work normally done by the Helper.

LA.440 Owner Operators

- (a) When Owner Operators are engaged by a Contractor they shall become Employees in accordance with the Master Section and be paid wages in accordance with the hours of work and wage rates and funds of the Agreement. (Such payment shall NOT include time spent in the repair, servicing or maintaining of the owner-operator's equipment).
- (b) Payment of wages shall be made separate to any other payments to which, for any reason, they are or may become entitled.

**APPENDIX "LAM"**

ALLIED HYDRO COUNCIL

LABOURERS INTERNATIONAL UNION of NORTH AMERICA

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

MASONS TENDERS TRADE SECTION

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**ARTICLE LAM.100 - WAGES AND FUNDS**

LAM.110 Wage Rates and Classifications

	07/2008	07/2009	07/2010
Experienced Masons Tender	\$27.58	28.41	28.98
Masons Tender Trainees (1st Period: 0-1,500 hours worked - 80% of Masons Tender rate)	22.06	22.73	23.18
(2nd Period: 1,501-2,000 hours worked - 90% of Masons Tender rate)	24.82	25.57	26.08

An Employee who has had less than two (2) years proven experience in the last five (5) years as a Masons Tender in Institutional, Commercial or Industrial Construction shall start at the 1st Period Masons Tender Trainee rate.

LAM.111 Acid Proof and Refractory Work

Twenty-five cents (\$0.25) per hour shall be paid over the regular rate to cover special clothing allowance for all acid proof and refractory work. This does not include linings of fireplaces, or chimneys in houses, apartments, schools, office buildings, churches and hospitals.

LAM.112 Unusually Dirty Conditions

Employees working under unusually dirty or disagreeable conditions (such as heat (in excess of 45 deg. Celsius) and fumes) shall be paid one (1) hour per day extra or any portion thereof. When working in temperatures in excess of 45 degrees Celsius there shall be a ten (10) minute rest period provided within each working hour.

LAM.113 Industrial Stacks

When Employees are required to work on industrial stacks, they shall receive one (1) hours pay extra for any portion of the first four (4) hours, and one (1) hours pay extra for any portion of the second four (4) hours for each day over and above a height of sixty (60) feet.

LAM.114 Height Money

When Employees are required to work any portion of a shift on hanging scaffolds at a height of more than fifty (50) feet from the ground on the exterior, or more than fifty (50) feet from the floor or bottom in the interior of a structure or vessel, the Employee shall be paid twenty-five cents (\$0.25) per hour above the prevailing rate for the entire shift. This clause includes platform stages in towers and tanks, but excludes full width suspended scaffolds with proper guard rails used in general construction.

LAM.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

LAM.130 Health and Welfare, and Pension Plan Funds

LAM.131 Welfare

Contributions shall be made to the Labourers Medical and Benefit Plan of B.C. at one dollar and seventy-six cents (\$1.76) per hour.

LAM.132 Pension

Pension contributions shall be made in trust to the Labourers Medical and Benefit Plan of B.C., at the rate of three dollars and twenty-one cents (\$3.21) per hour.

LAM.140 Other Funds

LAM.141 Labourers Advancement Fund

Contributions shall be made at the rate of twenty-one cents (\$0.21) per hour for each hour to the Labourers Medical and Benefit Plan of B.C.

LAM.142 Construction and General Labourers' Training Society Fund

Contributions shall be made at the rate of four cents (\$.04) per hour to the Construction and General Labourers' Training Society Fund. In addition, four cents (\$.04) per hour for each hour shall be deducted from each Employee and remitted to the Construction and General Labourers' Training Society Fund.

**ARTICLE LAM.200 - CREW LEADER**

If the Contractor works four (4) or more Employees under the jurisdiction of the Labourers International Union of North America, a working Labour Crew Leader shall be employed. Where there are six (6) or more such Employees a non-working Crew Leader shall be employed. The Crew Leader shall receive two dollars (\$2.00) per hour based on the rate of the highest classification under the Crew Leader's supervision.

**ARTICLE LAM.300 - DUES**

LAM.310 Dues Check Off

Any assigned amounts shall be deducted from the Employee's wages and paid to the Secretary of the Affiliated Union by the fifteenth (15th) day of the month following such deductions.

LAM.311 Working Dues Check Off

Working dues at the hourly rate of sixty-five cents (\$0.65) per hour earned shall be deducted from each Employee covered by this Agreement for each hour earned and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

**ARTICLE LAM.400 - SPECIAL CONDITIONS**

LAM.410 ScaffoldsLAM.411 Scaffolds, General

- (a) Wood used for scaffolds shall be a grade suitable for structural purposes (construction grade) and shall be inspected for defects before use.
- (b) Scaffold decking shall be of planks not less than 2" x 10" nominal dimensions.
- (c) The distance between upright scaffold supports shall not be more than 7'.
- (d) Scaffold planks shall extend past supporting members not less than 6" nor more than 12".
- (e) The minimum width for masonry scaffold shall be 4' of which 2' must be clear working area.
- (f) All scaffold over 10' above grade must be equipped with a guardrail not less than 42" in height.
- (g) All scaffolds of more than one (1) lift 5' in height shall be equipped with an access ladder.

LAM.412 Scaffolds, Suspended

- (a) All suspended stagings shall be inspected and approved by the Crew Leader and the Job Steward before workers are put to work on same.
- (b) All beams used to support suspended stagings shall be steel I-Beams which shall be either bolted or welded securely in place.
- (c) On suspended stagings over 18' in diameter, a minimum of 6 jacks and cables shall be used for support.
- (d) Platform stagings in tanks, towers and stacks shall be built so that the perimeter of the staging comes within 6" of the wall of the units.

**APPENDIX "LAP"**

ALLIED HYDRO COUNCIL

LABOURERS INTERNATIONAL UNION of NORTH AMERICA

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

PLASTERERS HELPERS TRADE SECTION

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**ARTICLE LAP.100 - WAGES AND FUNDS**LAP.100 Wage Rates and Classifications

07/2008 07/2009 07/2010

Experienced Plasterers Helper

\$28.40 29.25 29.84

Plasterers Helper Trainee  
(1st Period: 0-1,500 hours worked -  
80% of Plaster's Helper rate)

(2nd Period: 1,500-2000 hours worked -  
90% of Plasterers Helper

An Employee who has had less than  
two (2) years proven experience in  
the last five (5) years as a Plasterer's  
Helper in Institutional, Commercial  
or Industrial Construction shall start  
at the 1<sup>st</sup> Period Plasterer's Helper Trainee  
rate.

LAP.111 Plaster Machine Operators to receive the equivalent of one  
(1) hour's pay per day extra.

LAP.112 A premium of sixty cents (\$0.60) per hour to be paid for all  
Swinging Scaffold Work.

LAP.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of  
twelve percent (12%) of gross earnings.

LAP.130 Health and Welfare, and Pension Plan FundsLAP.131 Welfare

Contributions shall be made to the Labourers Medical and  
Benefit Plan of B.C. at one dollar and seventy-six cents  
(\$1.76) per hour.

LAP.132 Pension

Pension contributions shall be made in trust to the Labourers  
Medical and Benefit Plan of B.C., at the rate of three  
dollars and twenty one cents (\$3.21) per hour.

LAP.140 Other FundsLAP.141 Labourers Advancement Fund

Contributions shall be made at the hourly rate of twenty one  
cents (\$0.21) per hour for each hour to the Labourers Medical  
and Benefit Plan of B.C.

LAP.142 Construction and General labourers' Training Society Fund

Contributions shall be made at the rate of four cents (\$0.04)  
per hour to the Construction and General Labourers' Training  
Society Fund. In addition, four cents (\$0.04) per hour for  
each hour of work performed by each Employee covered by this

Agreement shall be deducted and remitted to the Construction and General Labourers' Training Society Fund from each Employee.

#### **ARTICLE LAP.200 - CREW LEADER**

If the Contractor works four (4) or more employees under the jurisdiction of the Labourers International Union of North America, a working Labour Crew Leader shall be employed. Where there are six (6) or more such employees a non-working Labour Crew Leader shall be employed. The Crew Leader shall receive two dollars (\$2.00) per hour based on the rate of the highest classification under the Crew Leader's supervision.

#### **ARTICLE LAP.300 - DUES**

##### LAP.301 Dues Check Off

Any assigned amounts shall be deducted from the Employee's wages and paid to the Secretary of the Affiliated Union by the fifteenth (15th) day of the month following such deductions.

##### LAP.302 Working Dues Check Off

Working dues at the hourly rate of sixty-five cents (\$0.65) per hour shall be deducted from each Employee covered by this Agreement and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

#### **ARTICLE LAP.400 - SPECIAL CONDITIONS**

##### LAP.410 General

LAP.411 Experienced Plasterers Helpers shall maintain their Hods, which are supplied. All ladders used by Plasterers Helpers shall be so built that rungs shall be spaced no more than eight (8) inches.

##### LAP.412 Scaffolds, Suspended

- (a) All suspended stagings shall be inspected and approved by the Crew Leader and the Job Steward before workers are put to work on same.
- (b) All beams used to support suspended stagings shall be steel I-Beams which shall be either bolted or welded securely in place.
- (c) On suspended stagings over 18' in diameter, a minimum of 6 jacks and cables shall be used for support.
- (d) Platform stagings in tanks, towers and stacks shall be built so that the perimeter of the staging comes within 6" of the wall of the units.



**APPENDIX "LAR"**

ALLIED HYDRO COUNCIL

LABOURERS INTERNATIONAL UNION of NORTH AMERICA

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

LABOURERS ROADBUILDING TRADE SECTION

This Trade Section shall apply when Employees are performing the following construction work: Federal, Provincial, or Municipal roads and highways, access roads to Projects, all asphalt paving of roads and parking lots, and railway construction.

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**ARTICLE LAR.100 - WAGES AND FUNDS**

LAR.100 Wage Rates and Classifications

LAR.111 Classification Wage Rates

	07/2008	07/2009	07/2010
* Labourer: Flagperson, Signalperson, Watchperson, Stakeperson, Chainperson, Rodperson, Dumpperson, Swamper and Weight Scales (Scaleperson)	\$25.07	25.82	26.34
* Driller Helper	25.12	25.87	26.39
First Aid Attendant			
"Level 1" Ticket	25.69	26.46	26.99
"Level 2" Ticket	25.90	26.68	27.22
"Level 3" Ticket	26.01	26.79	27.33
** For additional first aid classifications see below			
Grinder, Mixerperson under 1 yard, Gradeperson	25.25	26.01	26.53
Instrument Person	25.57	26.34	26.87
Power and Electric Tool Operator (ie. Power Saw, Chipper, Tamper)			
Multiplate & Binwall Assembler, Pipelayer and Person Holer	25.31	26.07	26.59
Rakeperson	25.65	26.42	26.95
Driller, Pneumatic, Airleg Jackhammer Type	25.72	26.49	27.02
Wagon Types	25.72	26.49	27.02
Driller Rates: When working from a basket, platform or using safety ropes, as follows:			
- up to 25 feet	26.05	26.83	27.37
- over 25 feet	26.33	27.12	27.66
- over 100 feet	23.93	24.41	24.90
Air Trac (all models)	26.02	26.80	27.34
Tank Drill, Hydraulic Drill	26.09	26.87	27.41
High Scaler:			
- up to 25 feet	25.58	26.35	26.88
- over 25 feet	25.90	26.68	27.21
- over 100 feet	26.15	26.93	27.47
Powderperson	26.09	26.87	27.41
Powderperson 2nd Class with Certificate (assisting in loading holes)	25.42	26.18	26.70
Fallers on Clearing	25.58	26.35	26.88
Air Placo Operator	25.82	26.59	27.12
Gunite and Grout: Gunite			
Nozzleperson	25.66	26.43	26.96
Gunite Potperson	25.52	26.29	26.82
Groutperson (Headerperson)	25.42	26.18	26.70
* Labourer or Driller Helper Trainee (1st Period: 0-1,500 hours worked - 80% of Labourers/or Driller Helper rate)			
(2nd Period: 1,501-2,000 hours worked - 90% of Labourers/or Driller Helper rate)			

An Employee who has had less than two (2) years proven experience in the last five (5) years as a labourer/Driller Helper in Institutional, Commercial or Industrial Construction shall start at the 1st Period Labourer/Driller Helper Trainee rate.

LAR.112 Higher and Lower Pay Rates

(a) Higher Wage Rates

Employees working in a higher wage classification shall be paid the higher rate for the entire shift.

(b) Lesser Rate of Pay

At no time shall Employees be required to work in a lesser wage classification than that for which they are dispatched, unless they agree to the lesser wage classification in writing, which shall require their signature.

LAR.113 First Aid Attendants

\*\* When other job classifications are performing First Aid duties other than the designated First Aid Attendant classification above, the following applies:

Where First Aid Attendants with "Level 1" tickets are required they shall be paid an additional fifty eight cents (\$0.58) per hour.

Where First Aid Attendants with "Level 2" tickets are required they shall be paid an additional seventy-eight cents (\$0.78) per hour.

Where First Aid Attendants with "Level 3" tickets are required they shall be paid an additional eighty-eight cents (\$0.88) per hour.

LAR.114 Multiplate and Binwall Assembler Classifications

It is agreed and understood that the classification of "Multiplate and Binwall Assembler" is to apply to the Employee who installs and tightens the bolts during installation. This classification does not apply to the labourers in installation crews who carry out the functions of moving and handling the materials or handling and levelling the "backfill".

It is not the intent of this clause to require the Company to employ a labourer unless there is work on the job coming under the jurisdiction of the Labourers Organization.

LAR.120 Vacation and Statutory Holiday Pay Rate

Vacation and Statutory Holiday Pay shall be twelve and one-half percent (12½ %) of gross earnings.

LAR.130 Health and Welfare, and Pension Plan Funds

LAR.131 Health and Welfare

Contributions of one dollar and ninety-one cents (\$1.91) per hour shall be paid to the Labourer's Medical and Benefit Plan of B.C.

LAR.132 Pension Plan

Contributions of two dollars and ninety-one cents (\$2.91) shall be paid to the Labourer's Pension Plan of B.C.

LAR.140 Other Funds

LAR.141 Labourers' Advancement Fund

Contributions of fourteen cents (\$0.14) per hour shall be made to the B.C. Labourers' Advancement Fund.

LAR.142 Labourers' Training and Upgrading Programs

Contributions shall be made at the rate of fifteen cents (\$0.15) per hour to the Construction and General Labourers Training Trust Fund.

**ARTICLE LAR.200 - CREW LEADER**

LAR.201 Crew Leader

If the Contractor works four (4) or more Employees under the jurisdiction of the Labourer's International Union of North America, a working Crew Leader or Shifter shall be employed; where six (6) or more such Employees are worked, a non-working Crew Leader or Shifter shall be employed.

LAR.202 Crew Leaders shall be employed at ten percent (10%) over the highest classification under the Crew Leader's supervision.

LAR.203 Employees covered by this Agreement shall be required to take orders only from their immediate Crew Leader. Employees may be assigned by their Crew Leader to work under the direction of another person. When the Employee's Crew Leader is not available, the Employees shall take orders from General Management.

LAR.204 Crew Leader - Predominate Trade

The crew with the most members shall have the Crew Leader. On some crews the Crew Leader shall be Labourers, some Operating Engineers and on some Teamsters.

**ARTICLE 3.000 - DUES**

Working Dues Check Off

Contributions in the amount of sixty-five cents (\$0.65) per hour shall be deducted for working dues for each Employee for each hour for which wages are payable. Remittances shall be made in accordance with the forms provided by the Union.

**ARTICLE 4.000 - SPECIAL CONDITIONS**

LAR.410 General

LAR.411 Essential protective clothing and rainwear shall be provided at no cost to the Employee. In the event that an Employee does not return the foregoing items supplied by the Employer, the Employer shall charge the cost of same to the Employee and deduct this cost from any money owing to the Employee.

LAR.412 The Contractor shall supply all safety hats and liners at no cost to the Employee provided the Employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.

LAR.413 Protective rubber slickers, rubber boots and rubber gloves shall be issued to air trac, powderpersons, drillers and their helpers by the Contractor on a charge out basis and the cost of same shall be deducted from the Employee's wages. When returned to the Contractor's stores in reasonable condition on termination, the Employee shall be refunded the amount of the original deduction.

LAR.414 Upon request, coveralls shall be issued to drillers and drillers' helpers by the Contractor on a charge out basis and the cost of same shall be deducted from the Employee's wages. When returned to the Contractor's stores in reasonable condition on termination, the Employee shall be refunded the amount of the original deduction.

LAR.420 Drillers Helpers

There shall be a helper assigned to every air trac and tank drill working alone or one helper for every two machines where the two machines are working together. At no time shall the driller be required to perform work normally done by the helper, ie. changing rods, greasing couplings, changing bits, etc.

LAR.430 Equipment

Power Saw Rental (Dry Rate) - \$2.50 per operated hour.

In instances when the power saw is fired up a minimum of four (4) hours rental shall be paid.

LAR.440 Owner Operators

- (a) Owner Operators shall become Employees and be paid wages in accordance with the Hours of Work, Wage Rates and funds of this Agreement. (Such payment shall NOT include time spent in the repair, servicing or maintaining of the owner operator's equipment).
- (b) Payment of wages shall be made separate to any other payments to which, for any reason, they are or may become entitled.
- (c) It is agreed that the intent of this Clause is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

**APPENDIX "MW"**

ALLIED HYDRO COUNCIL

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

MILLWRIGHTS TRADE SECTION

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MW.411	PROTECTIVE CLOTHING
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MW.413	EQUIPMENT SUPPLIED

**ARTICLE MW.100 - WAGES AND FUNDS**

MW.110	<u>Millwrights</u>	07/2008	07/2009	07/2010
	Millwright General Crew Leader	\$39.38	40.56	41.37
	Millwright Crew Leader	38.15	39.29	40.07
	Millwright Journeyperson	33.66	34.67	35.36
	Millwright Apprentices:			
	1st six months - 55%	18.54	19.09	19.47
	2nd six months - 60%	20.22	20.77	21.24
	3rd six months - 65%	21.90	22.55	23.00
	4th six months - 70%	23.58	24.28	24.77
	5th six months - 75%	25.26	26.02	26.53
	6th six months - 80%	26.94	27.75	28.30
	7th six months - 85%	28.62	29.48	30.06
	8th six months - 90%	30.30	31.21	31.83

MW.111 Employees who act as First Aid Attendants shall receive an additional seventy-five cents (\$.75) per hour above their wage rate.

MW.112 Tool Allowance of Five Cents (\$.05) is included in the above wages.

MW.113 Apprenticeship

There shall be one (1) Apprentice to the first two (2) Journeyperson Millwrights dispatched and one (1) Apprentice for every four (4) additional Journeypersons thereafter.

**MW.120 Vacation Pay and Statutory Holiday Pay**

Vacation pay and Statutory Holiday or General Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

**MW.130 Health and Welfare, and Pension Plan Funds**

One dollar and thirty-eight cents (\$1.38) per hour in any job classification shall be paid to the Trustees of the Millwrights Local 2736 Health Benefits Plan.

Three dollars and seven cents (\$3.07) per hour in any job classified shall be paid to the Trustees of the Millwrights Machine Erectors & Maintenance Union Local 2736 Pension Plan.

CA.140 Millwrights

(a) Joint Advisory, Apprenticeship and Administration Fund

An amount equal to fifty-one cents (\$0.51) per hour shall be paid monthly into the Millwright Joint Advisory, Apprenticeship and Administration Fund. The funds shall be distributed as follows: Millwright's Joint Advisory \$0.01; Millwright's Apprenticeship \$0.26; Millwright's Administration Fund \$0.24.

**ARTICLE MW.200 - CREW LEADER**

Any person in charge of work who issues orders or gives directions to Employees shall be known as Crew Leader and shall be a journeyperson. All instructions given to Employees shall be given directly by the millwright Crew Leader to whom the Employees are regularly assigned. Where more than six (6) Employees are employed, a non-working millwright Crew Leader shall be employed. When a Millwright General Crew Leader is designated by the Contractor, the Crew Leader shall be a member of the Millwrights Affiliated Union.

#### **ARTICLE MW.300 - FIELD DUES**

Such hourly amounts shall be deducted as the Affiliated Union shall from time to time direct, and forward same to the Millwrights' Dues Supplement Fund as directed by the Affiliated Union.

#### **ARTICLE MW.400 - SPECIAL CONDITIONS**

##### MW.410 Millwright Tool Crib-Riggers Shack

When a millwright tool crib is established for safeguarding and servicing of the Contractor's tools and equipment or to be used as a rigger's shack, a millwright shall be in charge of such tool crib or shack.

##### MW.411 Protective Clothing

The Contractor shall supply protective clothing for welding and cutting.

##### MW.412 Welders

The Contractor shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work on a "charge-out" basis.

##### MW.413 Equipment Supplied - Millwright

The following tools or their equivalents shall be provided by the Millwright Employee. All other tools shall be provided by the Contractor.

- 1 - 10" Steel Tape
- 1 - 6" Precision Level
- 1 - Set Dial Indicators
- 1 - Feeler and Tape Gauge
- 1 - 1" Micrometer
- 1 - 6"-8" Adjustable Wrench
- 1 - Full combo Precision Square
- 1 - Set ½" Drive Sockets to 1¼"
- 1 - Set Assorted Screwdrivers
- 1 - 6" Precision Scale
- 1 - 6" Vernier
- 1 - Scriber
- 1 - Centre Punch
- 1 - Tool Boxes



**APPENDIX "OF"**

ALLIED HYDRO COUNCIL  
CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
OFFICE AND TECHNICAL TRADE SECTION

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- OF.100 WAGES AND FUNDS
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  - OF.430 HYDRO TRANSFERS

**ARTICLE OF.100 - WAGES AND FUNDS**OF.110 Wage Rates and ClassificationsOF.111 Wages

	07/2008	02/2009	07/2009	07/2010
<u>*Clerical Classifications</u>				
Office Assistant	21.41	18.20	18.75	19.31
Data Entry Clerk	23.58	20.04	20.64	21.26
Clerk I	24.59	20.90	21.53	22.18
Clerk II	25.51	21.68	22.33	23.00
Clerk III	26.65	22.65	23.33	24.03
<u>Laboratory Classifications</u>				
Laboratory Assistant	23.34	26.84	27.65	28.48
Junior Laboratory Technician	24.59	28.28	29.13	30.00
Intermediate Laboratory Technician	25.51	29.34	30.22	31.13
Laboratory Technician	26.65	30.65	31.57	32.52
Senior Laboratory Technician	27.95	32.14	33.10	34.09
<u>Instrumentation Classifications</u>				
Instrumentation Helper	23.34	26.84	27.65	28.48
Junior Instrumentation Technician	24.59	28.28	29.13	30.00
Intermediate Instrumentation Technician	25.51	29.34	30.22	31.13
Instrumentation Technician	26.65	30.65	31.57	32.52
Senior Instrumentation Technician	27.95	32.14	33.10	34.09
<u>Photographic Classifications</u>				
Photographer	26.65	30.65	31.57	32.52
<u>Quantities Classifications</u>				
Quantities Technician	27.95	32.14	33.10	34.09
<u>Survey Classifications</u>				
Rodperson	23.34	26.84	27.65	28.48
Surveyor I	24.90	28.64	29.50	30.39
Surveyor II	26.65	30.65	31.57	32.52
Surveyor III	27.95	32.14	33.10	34.09
<u>Drafting Classifications</u>				
Drafter I	24.59	28.28	29.13	30.00
Drafter II	26.65	30.65	31.57	32.52
Drafter III	27.95	32.14	33.10	34.09
<u>First Aid Classifications</u>				
First Aid Attendant	25.51	29.34	30.22	31.13
<u>Inspection - Recorder Classifications</u>				
Junior Inspector (Recorder)	24.59	28.28	29.13	30.00
Intermediate Inspector (Recorder)	25.51	29.34	30.22	31.13
Inspector (Recorder)	26.65	30.65	31.57	32.52
Senior Inspector (Recorder)	27.95	32.14	33.10	34.09
Senior Inspector (Recorder/Contract Administrator)	30.79	35.37	36.43	37.52
<u>Biology/Environment Classifications</u>				
Junior Biologist/Environment Technician	25.51	29.34	30.22	31.13
Biologist/Environment Technician	26.65	30.65	31.57	32.52
Senior Biologist/Environment Technician	27.95	32.14	33.10	34.09

Co-op Students shall be paid the following:

(1st Period: 0-1,500 hours worked -  
80% of rate)

(2nd Period: 1,501-2,000 hours worked -  
90% of rate)

An Employee who has had less than two (2) years proven experience in the last five (5) years in these classifications in Construction shall start at the 1<sup>st</sup> step unless mutually agreed.

OF.112 Higher and Lower Classifications

- (a) Employees may be required temporarily to perform work covered by this Agreement at the same or a lower wage classification, which they are capable physically and otherwise of performing. No reduction in pay shall accompany a temporary assignment and such assignments shall not be made in a discriminatory manner.
- (b) Subject to the provisions of Article OF.115 below, Employees temporarily assigned to perform work of a higher wage classification not included in their regular classification shall be paid the wage rate of the higher classification for all time worked but, in any event, for a minimum of four (4) hours or if the work is over four (4) hours for the entire shift including any overtime.

OF.113 Training

- (a) By arrangement from time to time, in the interest of training and development of Employees, they may be afforded opportunities, where available, to undertake duties normally associated with a higher level classification under the general instruction or direction of a qualified Employee. The duration and nature of such training opportunities shall be recorded. During the term of this Agreement the parties shall cooperate in the development of training programs.
- (b) The parties agree that in certain construction situations there may not be a sufficient scope of inspection or recording work to allow the Contractor to train an Employee in the disciplines. In such instance, a job may remain at the Junior or Intermediate level, provided the Contractor first identifies the functions and obtains the agreement of the Affiliated Union and the Employee is advised.

OF.114 Job Descriptions

- (a) The Parties agreed that the following job descriptions shall apply to the classifications as set out in Article OF.111.
- (b) The descriptions as set out are not intended to describe all the incidental functions, which are performed and are related to primary functions described.

- (c) The Parties agree that Employees may be required to perform any lower classed functions within their class of work, i.e. survey, inspection, recording, drafting, laboratory, instrumentation, or clerical, but in such instances shall not suffer any reduction in classification or pay. Such lower function may be performed on a regular basis along with their higher level responsibilities as required. The Contractor agrees that it shall not assign lower level functions in a discriminatory manner.
- (d) The Parties agree that Employees who are assigned duties of a higher level classification shall receive the job rate for the higher classification. This does not apply to junior Employees working within inspection, recording, clerical, laboratory and environment functions. Trainee positions are those specifically defined.

OF.115 Crew Leader

- (a) When an employee is placed in responsible charge of another employee in the same classification and shift the responsible employee shall be paid a Crew Leader rate. The Crew Leader shall receive ten percent (10%) per hour over the hourly rate of that classification.

OF.116 First Aid Classification

Where First Aid Attendants with "Level 1" tickets are required they shall be paid an additional fifty eight cents (\$0.58) per hour.

Where First Aid Attendants with "Level 2" tickets are required they shall be paid twenty cents (\$0.20) above the "Level 1" rate of pay.

Where First Aid Attendants with "Level 3" tickets are required they shall be paid thirty cents (\$0.30) per hour above "Level 1" rate of pay.

A. CLERICAL CLASSIFICATIONS

1. Office Assistant

Performs a variety of duties including filing, photocopying, incoming and outgoing mail distribution, operating a blueprint machine, preparing routine forms, maintaining various registers, and related incidental duties. Performs typing, wordprocessing and occasional data entry.

2. Data Entry Clerk

Enters data into the mainframe and P.C. Software. Transfers accounting, payroll, costing and statistical data from source documents and produces statistics, reports and corrections. May operate related equipment, such as sorters and collators; may perform filing; may perform related incidental functions.

3. Clerk I

Responsible for performing functions of the following nature with limited supervision. Computer skills may be required to perform these functions.

**Functional Work Areas**

Payroll - Maintain time cards and extension work thereto, including answering enquiries from Employees on rates, etc.

Accounts Payable - Checking invoices and maintain records and related work thereto.

Accounts Receivable - Preparing statements and bills and work related thereto.

Purchasing - Preparing and maintaining purchase requisitions and work related thereto.

Warehouse - Prepare goods received reports and clerical work involved in issuing and record keeping.

Responsible for other miscellaneous clerical tasks which may be required in an administrative or project office. Duties of this nature to be attainable within the period of training established for a Clerk.

Note: - A Clerk I may not necessarily be proficient in all aspects of the above to be classified as a Clerk I.

Note: - A Clerk I shall assist in training Office Assistants and/or Trainees, Data Entry Clerks and Clerk I and/or Trainees.

Note: - A Clerk I may perform incidental duties as set out under the lower clerical classifications in conjunction with their clerical responsibilities.

4. Clerk II

Where an employee is given responsibility for two (2) or more of the significant functional areas of work as set out under Clerk I responsibilities, that Employee shall be classified as Clerk II.

5. Clerk III

An employee who has a broad range of experience in, has responsibility for, and performs with minimum supervision, the majority of the significant functional areas of work as set out under a Clerk I's responsibilities or who has considerable specialized experience in certain areas and has responsibilities in those areas shall receive the classification of Clerk III.

B. LABORATORY CLASSIFICATIONS

1. Laboratory Assistant

To perform Laboratory Assistant functions such as picking up, transporting and storing samples as directed; maintaining laboratory and equipment in clean and orderly condition; prepares samples for testing as directed; provides manual assistance to the Laboratory Technicians and/or Senior

Laboratory Technicians as required. Job requires no previous experience.

2. Junior Laboratory Technician - Intermediate Laboratory Technical

There are trainee levels for Employees with no prior laboratory experience. The Employees shall perform any functions as assigned and established for Laboratory Technicians (including those of Laboratory Assistant). The Contractor shall provide training in order that the Employees shall achieve Laboratory Technician competency after three years total experience. New Employees shall receive recognition for past experience regardless of Employer. Progression with no recognized experience shall be as follows: 18 months as Junior Laboratory Technician and 18 months as Intermediate Laboratory Technician and thereafter as a Laboratory Technician.

3. Laboratory Technician

To perform Laboratory Technician functions such as the performance of variety of tests in accordance with standard testing procedures (C.S.A.; A.S.T.M.; etc.) on soil, concrete, or other building materials; prepares related laboratory reports and test records and has responsibility for same; performs density tests, slump tests, permeability tests, and other tests related thereto in the Laboratory or field. May be required to direct and assist in the training of a Junior Laboratory Technician.

4. Senior Laboratory Technician

An Employee with considerable experience (minimum of four years) as a Laboratory Technician or related experience thereto shall be eligible for classification as a Senior Laboratory Technician and is required to assist in devising new testing methods and procedures under the direction of an Engineer.

C. INSTRUMENTATION CLASSIFICATIONS

1. Instrumentation Helper

Shall assist Instrumentation Technician in the performance of their duties as directed by the Technician.

2. Instrumentation Technician

To perform the functions of an Instrumentation Technician on a project prior to such project being placed in production. Instrumentation work associated with the construction work or consultive work to ensure adherence to specification checks during construction stage; work involves the servicing, maintenance, and installation of pneumatic, hydraulic, electrical and electronic measuring devices on civil and mechanical installations. May direct the work of an Instrumentation Helper.

D. PHOTOGRAPHIC CLASSIFICATIONS

Photographer

To perform photographic functions as required on a construction job involving filming, processing and printing in either colour or black and white.

E. QUANTITIES CLASSIFICATIONS

Quantities Technician

Under established procedures, determines quantities of material excavated, or used on construction including those of an electrical, mechanical and/or civil nature by reference to inspector or recorder's reports, by reference to survey reports, and by reference to specifications and drawings. To calculate the quantities of materials used for establishing or confirming progress claims. To verify the payment claims by reference to contract specifications, drawings, and other related documents. Differences in interpretation of specifications and pay claims to be referred to supervisors for resolution.

F. SURVEY CLASSIFICATIONS

1. Rodperson

To act as a Rodperson assisting a Surveyor on a survey crew.

2. Surveyor I

Performs a variety of technical support functions relating to the survey, location and construction of civil and structural components such as studying and clarifying project requirements, planning methods and procedures of executing engineering and legal surveys, collecting and processing data associated with cross-sections, profiles, topography, bathymetry and cadastre, performing a variety of calculations to determine topography, volume, profile and survey closures and drafting plans and profiles. Shall direct the work of survey assistants (Rodperson) as required in the performance of the above duties. Shall prepare field notes and sketches as required in the performance of the above.

3. Surveyor II

Performs a full range of complex technical support functions related to the survey, location, construction and tenure/rights acquisition of civil and structural components, transmission and station projects by studying and interpreting project requirements and coordinating basic format with requirements of other organizational groups and external groups involved with the projects, adapting existing standards in order to prepare alternative design proposals for projects involving cross discipline issues, performing a variety of complex calculations to determine topography, volume, profile and survey closures, designing and adjusting survey networks and resolving technical problems encountered in the field. Prepares field notes and sketches as required. Shall direct the work of survey assistants (Rodpersons) as required on a single survey crew. May be required to train a Surveyor I and may be required to perform the duties of a Surveyor I as needed. Shall co-ordinate work with other tradespeople as required.

4. Surveyor III

May perform all the duties as set out for a Surveyor I or II, but in addition, shall act as the Surveyor responsible for directing a single survey crew. Classification of Surveyor III shall be granted when any Employee assumes significant responsibilities and has significant survey experience. (Usually two or more years as Surveyor II.)

G. DRAFTING CLASSIFICATIONS

1. Drafter I

Perform drafting duties involving the drafting of cross sections of topographical survey notes. Receives, issues, and maintains drawings. Performs functions of a tracing nature. Operates blueprint machines as required. To make minor changes in drawings to include minor "as built" changes, which are reported by field personnel's detailed sketches. Performs basic calculations to determine dimensions, elevations and slopes, checking data for obvious conflicts or design errors and determining the most appropriate layout of drawings and presentation of information.

2. Drafter II

Performs drafting and revising duties in connection with civil, mechanical and/or electrical engineering requirements including preparing and revising final drawings and diagrams from verbal instructions, rough notes, and/or sketches; prepares bills of materials; assists as necessary in examining structure and/or equipment in the field. Performs a variety of related functions such as totalling quantities of materials and components from drawings, checking availability of components and materials, writing material lists; visits work sites to gather information, observe site conditions and/or take measurements and perform basic survey tasks. May perform the work of a Drafter I.

3. Drafter III

Performs drafting functions as established for a Drafter but, in addition, may be required to prepare layout designs or alternative layout designs by utilizing standards manual and catalogues as directed. Drafting functions may require specific experience in one of the disciplines of civil, mechanical or electrical.

H. FIRST AID CLASSIFICATIONS

1. First Aid Attendants shall perform the functions of a First Aid Attendant and functions related thereto and shall receive pay in accordance with the class of certificate required by the Workers' Compensation Board. The Contractor, at its option, may continue to pay an Employee at a higher classification rate if such is considered desirable.

I. INSPECTION/RECORDING CLASSIFICATIONS

1. Junior Inspector (Recorder) - Intermediate Inspector (Recorder)

These are trainee levels for Employees with no prior inspection or recording experience. The Employee shall perform any functions as assigned and as established for



Inspector (Recorder). The Contractor shall provide training in order that the Employee shall achieve Inspector (Recorder) competency in one of the disciplines after three years total experience. Progression shall be as follows: up to 18 months as Junior Inspector (Recorder) and up to 18 months as Intermediate Inspector (Recorder) and thereafter as an Inspector (Recorder).

2. Inspector (Recorder)

To perform functions of an inspection or recording nature involving a variety of inspections, checks or tests on a construction project on either civil or electrical or mechanical installations. Checks quantities and qualities of material in the field to ensure adherence to specification or drawings. Prepares reports as required and informs Contractor or crew of non-compliance to specifications.

A fully qualified Inspector requires up to three years of experience in one of the disciplines of civil, mechanical, or electrical to achieve such level. Fully qualified Inspectors may be required to perform minor inspection or recording functions in the other disciplines from the one in which they are qualified but such shall require limited training.

3. Senior Inspector (Recorder)

An Employee with considerable experience (minimum of four years) as an Inspector or related experience thereto in one of the major disciplines shall be eligible for classification as a Senior Inspector (Recorder).

4. Senior Inspector - Recorder/Contract Administrator

Performs functions of an inspection or recording nature involving a variety of inspections, checks or tests on a construction project on either civil or electrical or mechanical installations. Checks quantities and qualities of material in the field to ensure adherence to specifications or drawings. Prepares reports as required and informs Contractor or crew of non-compliance to specifications.

Performs all duties of the Senior Inspector - Recorder in addition to the following:

Administers contracts, monitors project activities and maintains liaison with contractors ensuring that work, materials, progress and costs meet owner's contract specifications; resolves related problems, certifies progress and final payments are correct and reviews with Engineer acceptable deviations from contract specifications. Coordinates the work and inspects key operations, directs and evaluates testing, surveying and estimating activities. May act as Site Safety Coordinator ensuring that contractors fulfill all safety and security requirements. Prepares weekly and final project reports. Participates in Pre-Job meetings with contractors and directs technical staff assigned to project. Resolves design problems with Engineering staff.

An Employee with considerable experience (minimum of four years) as an Inspector or related experience thereto in one of the major disciplines

shall be eligible for classification as a Senior Inspector - Recorder/Contract Administrator.

J. BIOLOGIST AND ENVIRONMENT TECHNICIAN CLASSIFICATIONS

1. Junior Biologist/Environment Technician

This is a trainee position working under the direct supervision of the project Biologist/Environmental Officer.

The Employee shall perform any functions as assigned and established for Biologist/Environment Technician. The Contractor shall provide training in order that the Employee shall achieve Biologist/Environment Technician competency after 18 months.

2. Biologist/Environment Technician

To perform Biologist/Environment Technician functions, under the direct supervision of the project Biologist/Environment Officer, such as the collection of biological/environmental data; summarizing data for the use of the project Biologist/Environment Officer in preparing reports; perform other work related thereto in the laboratory or field.

3. Senior Biologist/Environment Technician

A Biologist/Environment Technician shall be classified as a Senior Biologist/Environment Technician where:

- (a) The Technician has sufficient experience and is assigned by the project Biologist/Environment Officer to assist in the laboratory or field in the performance of work relating to:
  - (i) Devising methods and procedures for the collection of data required for the determination of biological / environmental characteristics of the physical, socio-economic, aquatic or wildlife environments;
  - (ii) The use of aerial photos, maps, field measurements and other collected data for the preparation of summaries, maps and reports.

In addition, the Senior Biologist / Environment Technician may perform the duties of a Biologist/Environment Technician in either of the above circumstances.

GENERAL

Under certain classifications listed above, Employees are entitled to training by the Contractor and automatic progression to subsequent higher classifications within the time limits except that a Contractor may withhold such automatic progression in those circumstances where the Contractor is unable to provide training provided the Contractor gives written notice of same to the Affiliated Union and the Employees, sixty (60) days prior to the date of anticipated progression. Such notice shall outline the Contractor's reasons thereto and are subject to resolution under the grievance procedure.

OF.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at 12.4% of gross earnings.

OF.130 Health and Welfare, and Pension Plan Funds

Contributions shall be made to the COPE Health and Welfare and Pension Plan Funds at a rate of three dollars and eighty-eight cents (\$3.88) per hour

**ARTICLE OF.300 - DUES**

The Contractor shall deduct Union dues and assessments from each Employee's pay as directed in writing by the Affiliated Union and shall remit the same to the Affiliated Union monthly together with a written statement containing the names of the Employees for whom the deductions were made and the amount of each deduction. The Employee shall sign a dues deduction authorization form which shall be a part of the documentation procedure.

**ARTICLE OF.400 - SPECIAL CONDITIONS**OF.410 Protective Clothing

OF.411 On underground work or otherwise essentially required, rubber boots, waterproof clothing and rubber gloves and where necessary ear muffs or equivalent shall be issued by the Contractor on a charge out basis at no additional cost to the Employee, provided that upon termination they are returned in reasonable condition. When replacement of waterproof clothing, rubber boots or rubber gloves is required due to excessive wear or accident, the Contractor shall supply same at no additional cost to the Employee.

OF.412 When safety boots or prescription safety glasses are required on the job, the Contractor shall reimburse the Employee for 50% of the cost on submission of a paid invoice, incurred during the tenure of employment.

OF.420 Helicopter Premium

A worker who during the course of a day is transported to or from or on the job by helicopter shall, for that day, be paid one (1) additional hour of normal straight time wages.

OF.430 Hydro Transfers

When the Employer transfers B.C. Hydro Employees to perform work under the Agreement, the Employer shall notify the Affiliated Union of such transfers. Wages and conditions shall be established by agreement between the Parties.

**APPENDIX "OP"**

ALLIED HYDRO COUNCIL  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
OPERATING ENGINEERS HEAVY TRADE SECTION

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**ARTICLE OP.100 - WAGES AND FUNDS**OP.110 Wage Rates and ClassificationsOP.111 General

07/2008 07/2009 07/2010

## GROUP 1:

\$31.60 32.55 33.20

Track Excavator (7 yds and up  
to 10 yds.)Shovels, all attachments  
(10 yds. and up to 15 yds.)

\* (Oiler required)

Kangaroo Model 1500 (Trainee required)  
Operator required to operate with  
boom length over 130 feet shall  
have the regular hourly rate  
increased by twenty-five cents  
 (\$.25) per hour.Front End Loaders and Scoop Trams  
all types (10 yds. and up to 15 yds.)Tower Cranes/Climbing Cranes  
(10 ton capacity and over)-----  
GROUP 2

31.25 32.19 32.83

Heavy Duty Mechanics, Welders,  
Mechanic Electrician,  
Vehicle Body PaintersShovels, all attachments  
(7 yds. and up to 10 yds.)  
\*(Oiler required)

Kangaroo Model 750

Front End Loaders and Scoop Trams,  
all types (7 yds. and up to 10 yds.)

Aerial Cableways

Whirley Type Gantry Cranes  
(Operator required to operate with  
boom length over 130 ft. shall have  
the regular hourly rate increased  
by fifty cents (\$0.50) per hour.Tower Cranes/Climbing Cranes  
(Up to 10 ton capacity)Concrete Mixing Batch Plants  
(up to 250 cu. yds. per hour)  
\* (Oiler required)-----  
GROUP 3:

30.53 31.45 32.08

Track Excavator (3 yds and up to 5 yds)  
 Shovels, all attachments  
 (up to 7 yds.)  
 \* (Oiler required)

Drill Doctors and Steel Sharpeners

Refrigeration Mechanics

Overhead and Front End Loader, all types  
 (5 yds. and up to 7 yds.)

Scoop Trams and similar equipment  
 (under 7 yds.)

Crawler Tractor - D10

-----  
 GROUP 4: 07/2008 07/2009 07/2010  
 30.30 31.21 31.83

Overhead Cranes

Gantry Cranes

Travel Lift Drott 1000

Tire Service - (vulcanizing experience)

No Joint Concrete Casting Machines  
 and similar types

Mixer Mobiles (Mixer and Hoist Combination)

Concrete Pumps with boom attachment  
 (42 meters in length and over)

-----  
 GROUP 5: 29.98 30.88 31.50

Ross Carrier

Gradalls

Crawler Tractors in Tandem  
 (one operator)

Rubber Tire Scrapers, all types and  
 sizes when used in tandem (one operator)

Rubber Tire Scrapers, all types  
 (30 yds. and over)

Track Excavator (under 3 yds.)

Concrete Hopper Rail Car

Mobile Concrete Pump with Boom Attachment  
 (under 42 meters in length)

Derricks

Overhead and Front End Loaders,  
all types (up to 5 yds.)

Crawler Tractors D5, 6, 7, 8, 9 types

Graders and Motor Patrols

	07/2008	07/2009	07/2010
GROUP 6:	29.55	30.44	31.05
Dozer Compactor			
Trenching Machines * (Oiler required)			
Rubber Tired Scrapers (under 30 yds) Curbing Machine			
Concrete Spreaders or Finishing Machine Operators (all types and sizes)			
Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types			
Mechanical Excavator (Mole)			
Screening and Washing Plants (75 yds. per hour and over) * (Oiler required)			
Mucking Machines (Conway 101 types)			
Drills - Exploration (Cable, Core, Rotary, Churn and similar)			
Stationary Engineer (Chief)			
Hydraulic Backhoes (Tractor Mounted) (1/2 yd. rated capacity and over)			
Mechanical Tamping Machines, all types			
Crusher Operator * (Oiler required)			
Jumbo Form Setter (power driven)			
Air Tugger			
Placo Operator			
Ditch Witch			
4, 3, 2, 1 Drum Hoists			
Construction Material and Person Hoist			

	07/2008	07/2009	07/2010
GROUP 7:	29.09	29.96	30.56

Tree Farmer and similar type skidders  
 Service Truck Operator  
 Heavy Duty Greaser and Serviceperson  
 Mucking Machines (Eimco over Model 40)  
 Tire Service  
 Locomotives (Diesel, Gas, Steam, Electric)  
 Compressors (1000 cu. ft. and over)  
 Pumps (6" and over)  
 Stationary Engineers (shift)  
 Concrete Mixer (1 yd. & over)  
 Screening & Washing Plants (portable types)  
 \* (Oiler required)  
 Concrete Paving Machines (Jaeger  
 and Koehring and similar types)  
 Line Concrete Pumps  
 Cement Hogs  
 Fuller Kenyon  
 Conveyor Belt and Conveyor Type  
 Loaders (Barber Greene, Kolman  
 and similar types)  
 Hydraulic Slip Form Operator  
 Crawler Tractors D2, D3 and D4 types  
 Hydra Hammers  
 Compactors - self propelled  
 (other than on Asphalt Paving)  
 (15 tons and over)  
 Crusher Topman  
 Hydraulic Backhoe (Tractor Mounted)  
 (under 1/2 yd. rating)  
 Hiab and A-Frame Trucks and similar  
 folding boom types  
 Stinger and similar flat deck boom  
 Cranes

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GROUP 8:	25.34	26.10	26.62
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Forklifts, Bullmoose, Hysters  
 similar type equipment



Elevator Operator

Skid Steer Loaders - Bobcat and similar type (under 1 yd.)

\*\* Mechanic Electrician Helper

Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)

\*\* Oiler

Padperson  
Fireperson

\*\*Mechanic's Helper

Compressor under 1,000 cu.ft.

Compactors - self propelled (other than on Asphalt paving) (under 15 tons)

Pumps (under 6")

Sheep Foot, Wobbly Wheel and similar compactors. Rate to be governed by type of towing equipment

Assistant Driller

\* Denotes Oiler required as outlined in Article OP.114

\*\* Oiler and Mechanic's Helper Trainees

(1st Period: 0-1,500 hours worked - 80% of rate)  
(2nd Period: 1501-2000 hours worked - 90% of rate)

An Employee who has had less than two (2) years proven experience in the last five (5) years as an oiler or mechanic's helper in Institutional, Roadbuilders, Commercial or Industrial Construction shall start at the 1st period Trainee rate.

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Boat Operator (over 225 h.p.)

Boat Operator (under 225 h.p.) See Article OPC.100  
for Rates.

Deckhands  
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Note: All rated capacities referred to in the classifications above are maximum manufacturer's factory rating for struck capacity of the machine or bucket size, whichever is greater.

Cranes

Rough Terrains, Mobile Hydraulics, Mobile Conventional,

Crawlers

	07/2008	07/2009	07/2010
Under 20 ton	\$30.58	31.50	32.13
20 to 50 ton	31.20	32.14	32.78
51 to 99 ton	31.58	32.53	33.18
100 to 149 ton	31.92	32.88	33.54
150 to 199 ton	32.28	33.25	33.92
200 to 249 ton	32.63	33.61	34.28
250 to 299 ton	32.97	33.96	34.64

On Conventional Cranes over 299 tons, the hourly rate shall be adjusted by two cents (\$0.02) for each ton over 299 ton, plus the rate established for the 250 to 299 ton size.

Mobile Conventional and Crawlers of 50 ton capacity and over require Oilers or Trainees.

Hydraulic Rough Terrains and Mobile Hydraulic Cranes over 80 ton capacity require Oilers/Trainees.

NOTE: First Aid Attendants

When an Employee is designated First Aid Attendant, the Employee's regular hourly rate shall be increased by the following schedule:

- Level 1 Certificate - \$0.45 per hour
- Level 2 Certificate - \$0.55 per hour
- Level 3 Certificate - \$0.65 per hour

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OP.112 Higher/Lesser Wage Rates

- (a) Where Employees work in a higher hourly wage classification, they shall be paid the higher rate for a minimum of four (4) hours. If the Employee works more than four (4) hours at the higher hourly wage classification, the Employee shall be paid the higher rate for the entire shift.
- (b) At no time shall an Employee be required to work in a lesser wage classification than that for which the Employee was hired, unless the Employee agrees to the lesser wage classification in writing, which shall require the Employee's signature.

OP.113 Skyhorse Attachment

When a crane rigged with a skyhorse or ringer attachment is used, an additional forty cents (\$0.40) per hour premium shall be added to the Employee's established hourly rate.

OP.114 Crews

- (a) Crews on power shovels, draglines, clamshells, crawler cranes, truck cranes, trenching machines and cable backhoes of one and one-half (1½) cubic yards capacity and over shall consist of an Operator and Oiler. The Affiliated Union may substitute a Trainee in lieu of an Oiler.

- (b) The crew clause shall also apply if the Contractor rents equipment or subcontracts work to other firms who own and operate equipment coming under the jurisdiction of the Affiliated Union as listed in the classifications contained in this Agreement.
- (c) Crews on asphalt plants, crushing plants, screening plants, batch plants and backfilling machines, shall consist of an Operator, and an Oiler or Trainee.
- (d) When climbing cranes are being erected, the operator shall be part of the erection crew.

OP.115 Helicopter Premium

In the event that a helicopter is used by the Contractor during the course of construction, an Operating Engineer shall be paid wages in the following manner:

An Employee who during the course of a day is to work directly with a helicopter and whose work during that day requires the Employee to work on the ground shall for that day be paid a premium equal to twenty-five percent (25%) of straight time wages for a minimum of four (4) hours during that day.

An Employee who during the course of a day is to work directly with a helicopter and whose work during that day requires the Employee to work above ground shall for that day be paid a premium equal to fifty percent (50%) of straight time wages for a minimum of four (4) hours during that day.

Nothing contained in OP.115 herein shall be construed or interpreted in such manner as shall entitle an Employee in any one (1) day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of straight time wages for all hours worked during that day.

The words, "to work directly with a helicopter" contained in OP.115 herein shall be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously and in conjunction with the use of helicopter at the station of work and nothing in the recited OP.115 shall be construed or interpreted in such manner as shall entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of a helicopter.

An Employee transported on the job by helicopter shall carry hand tools, lunch and rain clothing when appropriate. In combination with transporting an Employee other tools and rigging supplies and miscellaneous materials necessary for performance of the work may also be carried in a sling beneath the helicopter.

An Employee who during the course of a day is not required to work directly with a helicopter but who is transported either to the job or on the job by helicopter shall not be entitled to the foregoing premiums.

An Employee required to work directly with a helicopter shall be on a voluntary basis.

OP.120 Vacation and Statutory Holiday Pay Rates

OP.121 Vacation and Statutory Holiday pay shall be accrued at the rate of twelve percent (12%) of gross earnings.

OP.130 Health and Welfare, and Pension Plan Funds

OP.131 Contributions shall be made at the rate of one dollar and eighty-three cents (\$1.83) per hour to the Operating Engineers' Health & Welfare Plan.

OP.132 Contributions shall be made at the rate of three dollars and sixty-one cents (\$3.61) per hour to the Operating Engineers' Pension Plan.

OP.140 Other Funds

OP.141 Apprenticeship and Upgrading Fund and Plan

Contributions shall be made at the rate of thirty cents (\$0.30) per hour to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

OP.142 Mechanics, Serviceperson Tool Allowance Fund

Contributions shall be made at the rate of seven cents (\$0.07) per hour to the Operating Engineers' Mechanics Tool Allowance Fund.

OP.143 Operating Engineers' Advancement Fund

Contributions shall be made at the rate of seventeen cents (\$0.17) for each hour to the Operating Engineers' Advancement Fund.

**ARTICLE OP.200 - CREW LEADER**

OP.210 Crew Leader - Equipment

OP.211 Where the Contractor works three (3) or more Employees on any one shift on any one job (number shall include owner operated and/or rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one of these Employees shall be appointed a Working Crew Leader. The Working Crew Leader shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer Classification under the Crew Leader's supervision.

OP.212 When the Contractor works six (6) or more Employees on any one shift on any one job (number shall include owner operated and/or rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-working Crew Leader position shall replace the Working Crew Leader position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under the Crew Leader's supervision.

OP.213 When six (6) or more pieces of equipment are worked on any one shift on a job as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers, Local 115, shall be under the supervision of an Operating Engineer Crew Leader.

OP.214 Oilers and Trainees shall be excluded when determining the ratio of Non-working Crew Leaders.

OP.220 Crew Leader - Mechanical

If the Contractor works four (4) or more Employees on any one shift on any one job or in a permanent shop under the jurisdiction of the Operating Engineers, Local 115 an Operating Engineer Crew Leader shall be employed at ten percent (10%) over the hourly rate of the highest Operating Engineer classification under the Crew Leader's supervision.

OP.221 Apprenticeship

Where the Contractor employs more than four (4) but less than ten (10) Journeyperson Mechanics, at least one (1) Registered Apprentice shall be employed. Where the Contractor employs more than ten (10) Journeyperson Mechanics, at least two (2) Registered Apprentices shall be employed.

OP.222 In the event any dispute arises over the required hours as provided by the Plan for training trainees in non-designated trade classifications, the Contractor shall have the right of appeal but the final decision shall be made by the Operating Engineers' Joint Apprenticeship Board.

OP.223 When an indentured Apprentice is required to fulfil the annual schooling portion of the Apprenticeship Program shall be paid travel fare as per Article 17.000.

**ARTICLE OP.300 - DUES**

OP.310 Dues Check Off

Deductions of any assigned amounts shall be made from the Employee's wages and the same shall be paid to the Secretary of the Affiliated Union by the fifteenth (15th) day of the month following such deductions.

OP.320 Working Dues Check Off

OP.321 The hourly working dues shall be calculated at two percent (2%) of the Group 2 hourly wage rate and shall be deducted for each hour that wages are payable and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny).

OP.322 Remittances shall be made in accordance with the forms provided by the Affiliated Union.

**ARTICLE OP.400 - SPECIAL CONDITIONS**OP.410 General

OP.411 Essential protective clothing including welder's gloves, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the Employee. In the event that an Employee does not return the foregoing items supplied by the Contractor, the Contractor shall charge the cost of same to the Employee and deduct this cost from any money owing to the Employee.

OP.412 The Contractor shall pay all costs of obtaining operators' licences required under the Motor Vehicles Act for Employees covered by this Agreement.

OP.413 When a mechanic leaves the employ of the Contractor, the Contractor shall be required to pay the cost of shipping the mechanic's tools. Tools shall be shipped within thirty-six (36) hours, (excluding weekends and holidays), of leaving employment, subject to the same conditions as govern transportation.

When the Contractor fails to comply with the above, unless proper reasons for the delay are forthcoming, the Employee shall be deemed to be still on the payroll of the Contractor and shall receive the usual wages and all other conditions of this Agreement until there is a compliance with these provisions.

OP.414 All Mechanics, Welders, Servicepersons, Tire Servicepersons, Drill Doctors, Steel Sharpeners, Vehicle Body Painters, and Mechanic and Welder Apprentices who request coveralls shall have these supplied and cleaned by the Contractor at no cost to the Employee. Employees are expected to take reasonable care of coveralls supplied.

OP.415 When requested, coveralls shall be supplied to operating Engineers on a temporary basis when they are directed to assist those worker classifications in Article 4.414.

OP.420 Underground

OP.421 Smoke time shall be determined by conditions which exist at the particular time of blasting - weather, wind, ventilation, etc. After blasting operations, work shall be resumed at the discretion of the shift boss, however, a minimum of ten (10) minutes smoke time shall be allowed. Any grievance arising from smoke clearing time shall be referred to a Grievance Committee equally representative of Labour and Management. If necessary, consultation shall be held with the Safety Committee.

OP.422 Rubber boots, rubber clothing, rubber gloves and where necessary ear muffs or equivalent shall be issued by the Contractor. If not returned to the Contractor's stores in reasonable condition on termination, the cost of same shall be deducted from any monies owing to the Employee.

When replacement of rubber clothing, rubber boots or rubber gloves (of suitable quality) is required due to wear or accident, the Contractor shall supply same to Employees at no additional cost.

OP.423 Heated dry rooms complete with shower shall be provided.

OP.430 Tool List

Tools required by heavy duty mechanics are listed in a schedule on file with the C.L.R.A. and the Affiliated Union.

OP.440 Owner Operator

OP.441 Prior to the commencement of work an Owner Operator shall:

- (a) sign a written form of authorization, which shall be irrevocable during the period in which the Owner Operator performs work, authorizing and directing the Employer/Contractor to deduct from the pay, remuneration, compensation or reward earned by the Owner Operator a per hour sum and to remit the same to the Affiliated Union, to be applied in the manner described in OP.442
- (b) agree that the Employer/Contractor may withhold a reasonable sum pending presentation by the Owner Operator of a Workers' Compensation Board clearance letter pertaining to assessments.

OP.442 The Employer/Contractor further agrees to deduct and remit to the Affiliated Union, the sum of the funds contained in the Master and Trade Section, and the Union dues in accordance with Article OP.300, and the Affiliated Union agrees to remit on behalf of the Owner Operator.

OP.443 The rate established between the Owner Operator and the Contractor shall include all of the benefits that are otherwise contained in this Trade Section.

**APPENDIX "OPC"**

ALLIED HYDRO COUNCIL  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
OPERATORS CLAM TRADE SECTION

INDEX

OPC.100 WAGES AND FUNDS

OPC.110 WAGE RATES AND CLASSIFICATIONS

OPC.120 VACATION AND STATUTORY HOLIDAY PAY RATES

OPC.130 HEALTH AND WELFARE, AND PENSION PLAN FUNDS

OPC.140 OTHER FUNDS

OPC.200 CREW LEADER

OPC.300 DUES

OPC.400 SPECIAL CONDITIONS

OPC.410 CREWS

OPC.420 TOOL LIST

OPC.430 OWNER OPERATORS

OPC.440 GENERAL

OPC.450 SAFETY



**ARTICLE OPC.100 - WAGES AND FUNDS**OPC.110 Wage Rates and Classifications

	07/2008	07/2009	07/2010
Operator (7 yds. and up to 10 yds.) Deck Engineer required dredging	\$32.30	33.27	33.94
Operator (5 yds. and up to 7 yds.) Deck Engineer required in dredging	31.57	32.52	33.17
Operator (3 yds. and under 5 yds.) Deck Engineer required in dredging	31.19	32.13	32.77
Gantry Crane	31.19	32.13	32.77
Operator (under 3 yds.) Deck Engineer required in dredging	30.82	31.74	32.37
Front End Loader (over 5 yds.)	30.71	31.63	32.26
Fixed Floating Piledrivers, Skid Rigs (Hammerperson)	30.82	31.74	32.37
Rotary Type Drill (Truck and Crawler Mounted)	30.71	31.63	32.26
Mechanics, Welders, Bodyperson Painter	30.44	31.35	31.98
Front End Loader (under 5 yds.)	29.63	30.52	31.13
Boatperson (over 225 h.p.) Boatperson (up to 225 h.p.)	29.75 29.05	30.64 29.92	31.25 30.52
Service Truck, Heavy Duty Greaser, Serviceperson, Forklift, Bullmoose and Hyster Operator (around Yard), Firefighters	29.35	30.23	30.83
Deck Engineer	29.14	30.01	30.61
Assistant Driller	28.96	29.83	30.43
Deck Hand	24.44	25.17	25.67
* Oilers, Padpersons and Mechanics Helpers	26.05	26.83	27.37
Scow Winder	26.04	26.82	27.36
Boat Deckhand	23.96	24.68	25.17

1. All rated capacities referred to are maximum manufacturers' factory rating for struck capacity of the machine.

2. All boats operated, leased, chartered or owned by the Contractor shall be operated by members of the International Union of Operating Engineers unless covered by a collective agreement with the Canadian Merchant Service Guild.
3. On Heavy Construction jobs where Boat Operators and Deck Hands are required to perform work relating to debris control and removal in Navigable Rivers and where the work performed may be that of flood control and where the work is not in conjunction with Clamshell or Dipper Dredging operations, the following rates shall apply:

	07/2008	07/2009	07/2010
Boat Operator (Tug Boat)	\$29.64	30.53	31.14
Deck Hand (Tug Boat)	26.05	26.83	27.37
Boat Operator (Dozer Boat)	29.64	30.53	31.14
Deck Hand (Dozer Boat)	24.34	25.07	25.57
Boat Operator (River Boat)	29.49	30.37	30.98
Deck Hand (if required on River Boat)	24.23	24.96	25.46

\* Oiler and Mechanic's Helper Trainees

(1st Period: 0-1,500 hours worked - 80% of rate)

(2nd Period: 1,501-2,000 hours worked - 90% of rate)

An Employee who has had less than two (2) years proven experience in the last five (5) years as an oiler or mechanic's helper in Institutional, Roadbuilders, Commercial or Industrial Construction shall start at the 1st period Trainee rate.

OPC.111 Higher Wage Rates

Where an Employee works in a higher hourly wage classification that Employee shall be paid the higher rate for a minimum of four (4) hours; if the Employee works more than four (4) hours at the higher hourly wage classification, that Employee shall be paid the higher rate for the entire shift.

OPC.112 Apprenticeship

a) Where more than four (4) but less than ten (10) Journeyperson Mechanics are employed at least one (1) Registered Apprentice shall be employed. Where more than ten (10) Journeyperson Mechanics are employed, at least two (2) Registered Apprentices shall be employed.

b) The rate of pay for all Apprentices shall be in accordance with any jointly administered plans of Apprenticeship and Upgrading.

OPC.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings

OPC.130 Health and Welfare, and Pension Plan Funds

OPC.131 Health and Welfare Plan

Contributions shall be made at the rate of one dollar and eighty-three cents (\$1.83) per hour to the Operating Engineers' Health and Welfare Plan.

OPC.132 Pension Plan

Contributions shall be made at the rate of three dollars and sixty-seven cents (\$3.67) per hour to the Operating Engineers' Pension Plan.

OPC.140 Other Funds

OPC.141 Mechanics, Servicepersons Tool Allowance Fund

Contributions shall be made at the rate of seven cents (\$0.07) per hour to the Operating Engineers' Mechanics Tool Allowance Fund.

OPC.142 Operating Engineers' Advancement Fund

Contributions shall be made at the rate of eighteen cents (\$0.18) per hour to the Operating Engineers' Advancement Fund.

OPC.143 Operating Engineers' Apprenticeship and Upgrading Fund and Plan

Contributions shall be made at the rate of thirty cents (\$0.30) per hour to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

**ARTICLE OPC.200 - CREW LEADER**

OPC.201 Where four (4) or more Employees in a permanent shop under the jurisdiction of the Operating Engineers work, an Operating Engineers' Crew Leader shall be employed at ten percent (10%) per hour over the hourly rate of the highest Operating Engineer's classification under the Crew Leader's supervision.

OPC.202 When Operating Engineers' Crew Leaders are required on other types of work, the Operating Engineers' Crew Leader shall be paid at ten percent (10%) per hour over the hourly rate of the highest Operating Engineer's classification under the Crew Leader's supervision.

OPC.203 When a Clamshell Dredge Operator performs work other than Piledriving, that Employee shall receive one dollar (\$1.00) per hour over the classification as a supervisory premium. Rigs of 3 cubic yard capacity and over shall receive this premium at all times.

**ARTICLE OPC.300 - DUES**

OPC.310 Working Dues Check Off

OPC.311 The hourly working dues shall be calculated at a rate of fifty cents (\$0.50) per hour. (these amounts shall be calculated to the nearest penny) and shall be deducted for each hour that wages are payable and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

**ARTICLE OPC.400 - SPECIAL CONDITIONS**

OPC.410 Crews

OPC.411 Crews on Power Shovels, Draglines, Clamshells, Crawler Cranes, Truck Cranes, Trenching Machines and Backhoes of one and one-half (1-1/2) cubic yards capacity and over shall consist of an Operator and Oiler, except on Piledriving Work.

OPC.412 When Truck, Crawler or Hydraulic Cranes are mounted on Scows and are performing Piledriving or Crane work the minimum crew shall consist of:

1 Journeyperson Operator  
1 Deck Engineer.

This crew clause shall also apply to speciality Piledriving Rigs.

OPC.413 Clamshell dredges six (6) yards and over, the minimum crew shall consist of:

1 Journeyperson Operator  
1 Deck Engineer  
1 Deck Hand.

OPC.414 Contractors operating two (2) or more clamshell dredges from four (4) yards up to, but not including six (6) yards, shall employ an Apprentice Operator.

The Apprentice Operator shall not replace a regular member.

OPC.415 The crews specified are understood to be the minimum crew. It is recognized that considerations of safety, reasonable work load and other factors may require that a larger crew be employed, this to be determined at a pre-job conference and such additional employees required shall be employees covered under this Agreement.

OPC.420 Tool List

Tools required by Heavy Duty Mechanics are listed in a Schedule on file.

OPC.430 Owner Operators

OPC.431 For the purpose of this section, the following classifications are not recognized as Owner-Operators: Heavy Duty Mechanics, Welders, Service Truck Operators and Heavy Duty Greasers.

OPC.432 Where an Owner Operator performs work such person shall abide by all the provisions of this Agreement and shall, when working beyond five (5) working days, be accorded all the rights, benefits and privileges of this Agreement.

OPC.433 When an Owner Operator works beyond five (5) working days, such person shall thereafter become an employee and be paid wages in accordance with the hours of work and wage rates of this Agreement. (Such payment shall not include time spent in the repair, servicing or maintaining of the Owner Operator's own equipment.)

OPC.434 Payment of wages shall be made separate to any other payments to which, for any reason, the Owner Operator is or may become entitled.

OPC.435 It is agreed that the intent of this Clause is to ensure the observance of its provisions for all persons performing work covered by this Agreement.

OPC.440 General

OPC.441 Where an Operating Engineer is required to service before or after the regular shift, such time shall be paid at the overtime rate of pay. On Steam Rigs only, where an Operating Engineer is required to steam up before the regular starting time, a minimum of one-half (1/2) hour at the overtime rate shall be allowed.

OPC.450 Safety

OPC.451 All Operating Engineers who request coveralls shall have these supplied and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only shall have coveralls supplied and cleaned. In the event that an Employee does not return the coveralls supplied then the cost of same shall be deducted from the Employee.

OPC.452 Essential protective clothing including Welder's Gloves, Protective Vests, or Leather Jackets and Noise Abatement Devices shall be supplied at no charge to the Employee. In the event that an Employee does not return the foregoing items, the cost of same to the Employee may be deducted from any money owing to the Employee.

OPC.453 Life Jackets, Hard Hats, suspensions for Hard Hats, Welders' Goggles, Fire Retardant Coveralls for Welders and Magnifying Glasses for Welders' Helmets shall be provided where necessary, on a charge-out basis at cost, such cost to be deducted from the Employee's earnings and refunded at such time as the Employee returns the items in reasonable condition, subject to normal wear and tear. Replacement of glass and other reasonable repairs to Welding Helmets for damage occurring to the Employee's helmet shall be provided.

OPC.454 Heavy duty and special tools shall be furnished.

OPC.455 The Contractor shall pay all costs of obtaining Operators' Licenses required under the Motor Vehicle Act for employees covered by this Agreement.

**APPENDIX "OPH"**

ALLIED HYDRO COUNCIL  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
HYDRAULIC DREDGING TRADE SECTION

INDEX

OPH.100 WAGES AND FUNDS

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OPH.300 DUES

OPH.400 SPECIAL CONDITIONS

OPH.410 OWNER OPERATORS

OPH.420 PROTECTIVE CLOTHING

OPH.430 CREWS

**ARTICLE OPH.100 - WAGES AND FUNDS**OPH.110 Wages Rates and Classifications

	07/2008	07/2009	07/2010
Leverperson	\$31.51	32.46	33.31
Chief Engineer	30.77	31.69	32.32
Shift Engineer (Electrical or Mechanical)	30.41	31.32	31.95
Welder	30.41	31.32	31.95
Shore Operator	29.56	30.45	31.06
Mate	29.89	30.79	31.41
Shore Mate	29.89	30.79	31.41
Boatperson	29.60	30.49	31.10
Deckhand	25.76	26.53	27.06
Leveeperson	25.12	25.87	26.39

Where classifications not specified above are required, they shall be in accordance with the Operating Engineer Heavy Trade Section, and the appropriate rates shall apply and conditions as outlined in this Trade Section shall apply.

OPH.111 First Aid Attendant Where Designated

Level 1 ticket required - forty cents (\$0.40) above the Employees classified rate.

Level 2 ticket required - thirty cents (\$0.30) above the Employees classified rate.

Level 3 ticket required - twenty cents (\$0.20) above the Employees classified rate.

OPH.112 Higher Hourly Wage

Where an Employee works in a higher hourly wage classification for four (4) hours or less, the Employee shall be paid the higher rate for a minimum of four (4) hours; if the Employee works more than four (4) hours the Employee shall be paid the higher rate for a minimum of eight (8) hours.

OPH.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

OPH.130 Health and Welfare, and Pension Plan Funds

OPH.131 Health and Welfare contributions shall be made at the rate of one dollar and seventy-two cents (\$1.72) per hour to the Operating Engineers' Health & Welfare Plan.

OPH.132 Pension Plan

Contributions shall be made at the rate of three dollars and ninety-three cents (\$3.93) per hour to the Operating Engineers' Pension Plan.

OPH.140 Other Funds

OPH.141 Operating Engineers' Apprenticeship and Upgrading Fund and Plan

Contributions shall be made at the rate of twenty-eight cents (\$0.28) per hour to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

OPH.142 Mechanics, Serviceperson Tool Allowance Fund

Contributions shall be made at the rate of seven cents (\$0.07) per hour to the Operating Engineers' Mechanics Tool Allowance Fund.

OPH.143 Operating Engineers' Advancement Fund

Contributions shall be made at the rate of seventeen cents (\$0.17) to the Operating Engineers' Advancement Fund.

**ARTICLE OPH.200 - CREW LEADER**

OPH.210 Operating Engineer Crew Leaders (where required) shall be paid one dollar and forty cents (\$1.40) per hour over the highest classification under their supervision.

OPH.220 Leverperson, when on jobs, shall be paid one dollar (\$1.00) per hour above their classification as a supervisory premium.

OPH.230 The Chief Engineers, when on jobs, shall be paid one dollar (\$1.00) per hour above the Chief Engineer's rates, as a supervisory premium.

**ARTICLE OPH.300 - DUES**

OPH.310 Working Dues Check Off

The hourly working dues shall be calculated at two percent (2%) of the Group 2 hourly wage rate contained in the Heavy Construction Agreement (these amounts shall be calculated to the nearest penny) and shall be deducted for each hour that wages are payable and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

**ARTICLE OPH.400 - SPECIAL CONDITIONS**

OPH.410 Owner Operators

When an Owner Operator is employed beyond five (5) working days, the Owner Operator shall be accorded all the rights, benefits and privileges of this Agreement and the Contractor shall ensure that all contributions as provided for in this Agreement are made on the Owner Operator's behalf.

OPH.420 Protective Clothing

OPH.421 Essential protective clothing including welders' leather gloves, protective vests or leather jackets shall be supplied on a charge-out basis.

OPH.422 Hard hats, suspensions for hard hats, welders' gloves and welders' goggles shall be provided by the Contractor where necessary, on a charge-out basis at cost, such cost to be deducted from the Employee's earnings and refunded at such time as the Employee returns the items to the Contractor in



reasonable condition, subject to normal wear and tear. The Contractor agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the Employee's helmet while in the employ of the Contractor.

OPH.423 All Operating Engineers who request coveralls shall have these supplied by the Contractor and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only shall have coveralls supplied and cleaned by the Contractor. In the event that an Employee does not return the coveralls supplied by the Contractor, the Contractor shall deduct this cost from the Employee.

OPH.430 Crews

OPH.431 A minimum crew requirement on hydraulic or suction dredge up to and including sixteen inches (16") shall be three (3) Employees and a boatperson (when the boat is operated by the Contractor) in the following classifications:

Leverperson  
Chief Engineer and/or Shift Engineer  
Mate  
Boatperson (where required).

OPH.432 The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over sixteen inches (16") up to and including eighteen inches (18") shall be four (4) Employees and a boatperson (when the boat is operated by the Contractor) in the following classifications:

Leverperson  
Chief Engineer and/or Shift Engineer Mate  
Boatperson (where required).  
Deckhand  
Day Mate (day shift only)

OPH.433 The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over eighteen (18") inches up to and including twenty-six (26") inches shall be six (6) Employees:

Leverperson  
Shift Engineer  
Mate  
2 Deckhands  
Boatperson

OPH.434 The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over twenty-six (26") inches shall be seven (7) Employees:

Leverperson  
Shift Engineer  
Mate  
2 Deckhands  
Boatperson  
Plus one (1) optional classification

OPH.435 The crews specified in this section are understood to be the minimum crew employed on a dredge. It is recognized that considerations of safety, reasonable work load and other factors may require that a larger crew be employed, this to

be determined at a pre-job conference and such additional Employees required shall be Employees covered under this Agreement.

OPH.436 All equipment shall be operated, in accordance with classifications as listed in OPH.200 and in addition to the Crew provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, assisting Employees shall be covered by this Agreement.

**APPENDIX "OPR"**

ALLIED HYDRO COUNCIL  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
ROADBUILDING TRADE SECTION

This Trade Section shall apply when Employees are performing the following construction work: Federal, Provincial, or Municipal roads and highways, access roads to Projects, all asphalt paving of roads and parking lots, and railway construction.

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**ARTICLE OPR.100 - WAGES AND FUNDS**OPR.100 Wage Rates and Classifications

	07/2008	07/2009	07/2010
OPR.111 GROUP 1			
Shovels, all attachments (5 yds. and under 7 yds)	\$28.48	29.33	29.92
Heavy Duty Mechanics, Welders Drill Doctors and Steel Sharpeners (Mechanic/Welders shall receive an additional fifty cents (\$0.50) per hour)			
Overhead and Front End Loaders all types (over 7 yds. up to and including 10 yds.) (Over 10 yds. and up to and including 15 yds - Add twenty cents (\$0.20) per hour)			
-----			
GROUP 2			
Shovels, all attachments (3 yds. and under 5 yds)	28.18	29.03	29.61
Overhead and Front End Loaders all types (5 yds and up to and including 7 yds.)			
Crawler Tractors (D-10) and similar types			
Asphalt Plant Operator			
-----			
GROUP 3			
Shovels, all attachments (under 3 yds.)	27.74	28.57	29.14
Hy-hoe, Hopto, Hein-Werner and similar type excavators (under 3 yds.)			
Crawler tractors (D9 and Komatsu 355)			
Gradalls			
Rubber Tired Scrapers, all types (30 yds. and over)			
Multi-Plant Operator (Aggregate) (one operator)			
Crawler Tractors in tandem (one operator)			

Drills over 9" exploration  
(cable core, rotary and similar types)

07/2008 07/2009 07/2010

Rubber Tired Scrapers, all types  
and sizes when used in tandem (one  
operator)

Vehicle Body Painter

Tireperson (Vulcanizing experience  
required)

-----  
GROUP 4

Screening and Washing Plants  
(75 yds. per hour and over)

27.59 28.42 28.99

3-Drum Hoist

Concrete Spreaders or Finishing  
Machine Operators, all types and  
sizes

Rubber Tired Scrapers (under 30  
yds.)

Crawler Tractors (D5, 6, 7 and 8  
types)

Graders

Overhead and Front End Loaders,  
all types (over 1 yd and under  
5 yds.)

Drills - 9" and under exploration  
(cable core, rotary and similar types)

Dual Articulated Rollers

2-Drum Hoist

Road Profilers (Roto Mill and similar  
type)

1-Drum Hoists (50 h.p. and over)

Track Curb Machine

Hydraulic Backhoes  
(Tractor Mounted)  
(1/2 yd. rated capacity and over)

Mechanical Tamping Machine (all types)

Crusher Operators

Vibratory Roller Operator (over  
2 tons)

Dozer Compactor

## Slurry Seal Machine

	07/2008	07/2009	07/2010
GROUP 5			
Skidders (Tree Farmer and similar type equipment)	27.10	27.91	28.47
Fork lifts, Bullmooses, Hysters Straddle Carriers, (on construction job sites).			
1-Drum Hoists (under 50 h.p.)			
Compressors (1,000 cu. ft. and over)			
Pumps (6" and over)			
Concrete Mixer (1 yd. and over)			
Screening and Washing Plants (portable types)			
Concrete Paving Machines (Jaeger and Koehring and similar types)			
Pumpcrete and Grout Pumps and/or equivalent			
Conveyor			
Belt & Conveyor Type Loaders (Barber Greene, Kolman and similar types)			
Service Truck Operator			
Heavy Duty Greaser			
Serviceperson			
Overhead and Front End Loaders, including Skid Steer, all types (1 yd. and under)			
Crawler Tractors D4 and D2 types			
Rollers, all types (other than walk behind)			
Hydra-Hammers			
Hydraulic Backhoe (Tractor Mounted) (under 1/2 yd. rating)			
Hy-Habb and A-Frame Truck			
Tire Serviceperson			

Vibratory Roller Operator  
(2 tons and under)

Boilerperson, Mixerperson, Burnerperson

Fireperson (uncertified)

07/2008 07/2009 07/2010

Plant Oiler and Greaser

Rollerperson

Screed Operator

Paver Operator

Huber Maintainer and similar type

Tractor Mounted Chip Rock Spreader

Power Broom

Pulvimixer

Air Placo

-----  
GROUP 6

Crawler Tractors, Oliver  
Cletrac, Farm Tractors  
(26 h.p & under)

26.33 27.12 27.66

Compressors under 1,000 cu. ft.

Pumps under 6"

Sheep Foot, Wobbly Wheel and  
similar compactors rate to be  
governed by type of towing equipment

\* Oiler, Padperson, Fireperson

\* Mechanic's Helper

-----  
Cranes - all types

Concrete Mixing Batch Plants  
- all types

Where the aforesaid classifications are required, they  
shall be in accordance with the Operating Engineers  
Trade Section.

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Apprentices and Trainees

Hourly wage rates for trainees shall be as determined by the  
Operating Engineers Apprenticeship Plan.

NOTE: Rated capacities for scrapers referred to in these classifications are maximum manufacturer's factory rating for struck capacity of the machine. The rate of pay for other classifications involving bucket sizes shall be determined by the manufacturer's factory rating or bucket size, whichever is greater.

\* Oiler Helper Trainee

(1st Period: 0-1,500 hours worked - 80% of rate)

(2nd Period: 1,501-2,000 hours worked - 90% of rate)

An Employee in the identified classifications who has had less than two (2) years proven experience in the last five (5) years as an oiler or helper in Institutional, Commercial, Roadbuilding or Industrial Construction shall start at the 1st period Trainee rate.

OPR.112 Higher and Lower Pay Rates

(a) Higher Wage Rates

Employees working in a higher wage classification shall be paid the higher rate for a minimum of four (4) hours. Employees working more than four (4) hours shall be paid the high rate for the entire shift.

(b) Lesser Rate of Pay

At no time shall Employees be required to work in a lesser wage classification than that for which they were hired, unless they agree to the lesser wage classification in writing, which shall require their signature.

OPR.113 First Aid Attendants

Employees designated as First Aid Attendants shall have their regular hourly rate increased by the following amounts:

Level 1 Certificate - Fifty-two cents (\$0.52) per hour.  
 Level 2 Certificate (if required) - Seventy-two cents (\$0.72) per hour.  
 Level 3 Certificate (if required) - Eighty-two cents (\$0.82) per hour.

OPR.114 Where the Contractor employs more than four (4) but less than ten (10) Journeyperson Mechanics at least one (1) registered Apprentice shall be employed. Where the Contractor employs ten (10) or more Journeyperson Mechanics, at least two (2) registered Apprentices shall be employed. Mechanic Crew Leaders shall be included in determining the ratio of Journeypersons to Apprentices.

OPR.120 Vacation and Statutory Holiday Pay Rate

Vacation and Statutory Holiday Pay shall be twelve and one-half percent (12 ½ %) of gross earnings.



OPR.130 Health and Welfare, and Pension Plan FundsOPR.131 Health and Welfare

Contributions of one dollar and seventy-two cents (\$1.72) per hour shall be paid to the Operating Engineers Health and Welfare Plan.

OPR.132 Pension Plan

Contributions of three dollars and twenty cents (\$3.20) shall be paid to the Operating Engineers Pension Plan.

OPR.140 Other FundsOPR.141 Operating Engineers' Advancement Fund

Contributions of seventeen cents (\$0.17) per hour shall be made to the Operating Engineers Advancement Fund.

OPR.142 Operating Engineers' Apprenticeship and Upgrading Fund and Plan

Contributions shall be made at the rate of thirty-nine cents (\$0.39) per hour to the Operating Engineers' Apprenticeship and Upgrading Plan.

OPR.143 Mechanics, Serviceperson, Tool Allowance Fund

Contributions shall be made at the rate of ten cents (\$0.10) per hour to the Operating Engineers' Mechanics Tool Allowance Fund.

**ARTICLE OPR.200 - CREW LEADERS**OPR.201 Crew Leader - Equipment

If the Contractor works three (3) or more Employees on any one shift on any job (number shall include Owner Operator and/or rental equipment) under the jurisdiction of the Operating Engineers, one of these Employees shall be appointed as Operating Crew Leader. The Operating Crew Leader shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer classification being supervised.

When the Employer works six (6) or more Employees on any one shift on any one job (number shall include Owner Operator and/or rental equipment) under the jurisdiction of the Operating Engineers, a Non-operating Crew Leader position shall replace the Operating Engineer position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification being supervised.

When six (6) or more pieces of equipment are worked, the Crew Leader shall not be called upon to operate equipment.

When three (3) or more pieces of equipment are worked on any one shift on a job as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers shall be under the supervision of an Operating Engineer.

Oilers and trainees shall not be included when determining the ratio of a Non-Operating Crew Leader.

OPR.202 Crew Leader - Mechanical

If the Employer works four (4) or more Employees on any one shift on any job or in a permanent shop under the jurisdiction of the Operating Engineers, an Operating Engineer Crew Leader shall be employed at ten percent (10%) over the hourly rate of the highest Operating Engineer classification being supervised.

OPR.203 Crew Leader - Predominate Trade

The crew with the most members shall have the Crew Leader. On some crews the Crew Leader shall be Labourers, some Operating Engineers and on some Teamsters.

**ARTICLE OPR.300 - DUES**

OPR.301 Working Dues Check Off

Contributions in the amount of two percent (2%) per hour shall be deducted for working dues for each Employee for each hour for which wages are payable and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions are made.

**ARTICLE OPR.400 - SPECIAL CONDITIONS**

OPR.410 General

OPR.411 Essential protective clothing including welder's gloves, protective vests or leather jackets, noise abatement devices and rainwear shall be provided at no cost to the Employee. In the event that an Employee does not return the foregoing items supplied, the Employer shall charge the cost of same to the Employee and deduct this cost from any money owing to the Employee.

OPR.412 All Mechanics, Welders, Servicepersons, Drill Doctors, Steel Sharpeners, Vehicle Body Painters, and Mechanics and Welder Apprentices who request coveralls shall have these supplied and cleaned by the Employer. There shall be one change a week available in the Employee's proper size. Employees are expected to take reasonable care of coveralls supplied. In the event that an Employee does not return the coveralls supplied by the Employer, the Employer shall charge the cost of same to the Employee and deduct this cost from any monies owing to the Employee.

When requested, coveralls shall be supplied on a temporary basis to Employees who assist on work as described above, or where the Employer and the Union mutually agree that coveralls are required.

Employees entitled to receive coveralls as provided herein may obtain an additional change of coveralls in any one week providing the condition of the coveralls requires a change. The shop Crew Leader shall use discretion in authorizing the additional change.

OPR.420 Owner Operators

OPR.421 Prior to the commencement of work an Owner Operator shall:

- (a) sign a written form of authorization, which shall be irrevocable during the period in which the Owner Operator performs work, authorizing and directing the Employer/Contractor to deduct from the pay, remuneration, compensation or reward earned by the Owner Operator a per hour sum and to remit the same to the Affiliated Union.
- (b) agrees that the Employer/Contractor may withhold a reasonable sum pending presentation by the Owner Operator of a Workers' Compensation Board clearance letter pertaining to assessments.

OPR.422 The Employer/Contractor further agrees to deduct and remit to the Affiliated Union, the sum of the Funds in the Master Section and Trade Sections and the Union Dues in accordance with Article OPR.300 and the Affiliated Union agrees to remit on behalf of the Owner Operator.

OPR.423 The rate established between the Owner Operator and the Contractor shall include all of the benefits that are otherwise contained in this Trade Section.

**APPENDIX "OPS"**

ALLIED HYDRO COUNCIL

INTERNATIONAL UNION OF OPERATING ENGINEERS

STEEL ERECTION TRADE SECTION

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**ARTICLE OPS.100 - WAGES AND FUNDS**OPS.110 Wages Rates and Classifications

## OPS.111 Cranes - Hourly Wage Rates

	07/2008	07/2009	07/2010
Under 20 tons	\$30.58	31.50	32.13
20 to 50 tons	31.20	32.14	32.78
59 to 99 tons	31.58	32.53	33.18
100 to 149 tons	31.92	32.88	33.54
150 to 199 tons	32.28	33.25	33.92
200 to 249 tons	32.63	33.61	34.28
250 to 299 tons	32.97	33.96	34.64

OPS.112 The Wage Rate for Cranes of 300 ton capacity and over shall be calculated at two cents (\$0.02) per ton for each ton over 299 ton, plus the rate established for the 250 to 299 ton size.

OPS.113 Any equipment not specifically referred to shall be paid at the "under 20 ton" rate.

OPS.114 It is agreed that the "under 20 ton" rate shall be payable where an Operating Engineer works five (5) or more days in the Employer's shop or yard and is not assigned to the operation of a crane where a higher tonnage capacity would normally apply.

OPS.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

OPS.130 Health and Welfare, and Pension Plan FundsOPS.131 Health & Welfare

Contributions at the rate of one dollar and eighty-three cents (\$1.83) per hour for each Employee within the scope of this Agreement shall be payable to the Operating Engineers' Health and Welfare Plan.

OPS.132 Pension Plan

Contributions at the rate of three dollars and sixty-one cents (\$3.61) per hour for each Employee within the scope of this Agreement shall be payable to the Operating Engineers' Pension Plan.

OPS.140 Other FundsOPS.141 Operating Engineers' Apprenticeship and Upgrading Fund and Plan

Contributions at the rate of twenty-nine cents (\$0.29) per hour shall be payable to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

OPS.142 Mechanics, Welders And Serviceperson Tool Allowance Fund

Contributions at the rate of seven cents (\$0.07) per hour shall be payable to the Operating Engineers' Mechanics Tool Allowance Fund.

OPS.143 Operating Engineers' Advancement Fund

Contributions of eighteen cents (\$0.18) per hour for each Employee covered by this Agreement shall be payable to the Operating Engineers' Advancement Fund.

**ARTICLE OPS.200 - CREW LEADER**

OPS.210 The Journeyperson Operating Engineer on the job shall come under the authority and be governed by the instructions of the Crew Leader in charge. However, no operator shall be required to execute an order that shall endanger the machine, or violate the regulations of the Workers' Compensation Board.

**ARTICLE OPS.300 - DUES**

OPS.310 Working Dues Check Off

The hourly working dues shall be calculated at two percent (2%) of the Group 2 hourly wage rate contained in the Heavy Construction Trade Section and shall be deducted for each hour that wages are payable and remitted to the Affiliated Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny).

**ARTICLE OPS.400 - SPECIAL CONDITIONS**

OPS.410 Trainees

Each Contractor signatory to this Collective Agreement shall assign crane operator trainees on the following basis:

OPS.411 The Contractor shall assign one (1) trainee for each two (2) cranes leased, rented and/or owned and operated by the Contractor. However, hydraulic cranes up to 50 ton capacity shall not be included for purposes of establishing this ratio.

OPS.412 In co-operation with Contractors owning only one (1) crane the Administrator shall arrange the placement of trainees using the same ratio according to hours worked (i.e. fifty percent [50%]).

OPS.413 In cases where there are insufficient operating hours available for any one crane as determined by the Training Plan the Contractor may request an exemption from the Administrator of the Training Program with respect to Article OPS.412.

OPS.414 The trainee shall be paid seventy-five percent (75%) of the Journeyperson crane operator's basic rate of pay.

OPS.415 The Operating Engineers' Apprenticeship Plan shall establish a pre-training program for crane operators.

OPS.416 The Contractor shall not be required to employ trainees who have not completed the pre-training program provided by the Operating Engineers' Apprenticeship Plan.

**APPENDIX "PA"**

ALLIED HYDRO COUNCIL

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

PAINTERS TRADE SECTION

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PA.430 GENERAL

**ARTICLE PA.100 - WAGES AND FUNDS**PA.110 Wage Rates and ClassificationsPA.111 Journeyman Rates

07/2008 07/2009 07/2010

Brush Painting, Roller Painting  
and Building Cleaning (By hand)

\$30.95 31.88 32.52

PA.112 Apprentice Rates

Upon successful completion of each level of the Apprenticeship Program, an Apprentice shall be paid in accordance with the following scale:

1st 900 hours worked - 50% of the Journeyman rate  
 901 - 1800 hours worked - 55% of the Journeyman rate  
 1801 - 2700 hours worked - 65% of the Journeyman rate  
 2701 - 3600 hours worked - 70% of the Journeyman rate  
 3601 - 4500 hours worked - 80% of the Journeyman rate  
 4501 - 5400 hours worked - 90% of the Journeyman rate

PA.113 The Joint Trade Board shall have the right to require any Contractor who regularly employs more than five (5) 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.

PA.114 Altitude and Hazard Pay

- (a) No altitude premium shall apply for work performed from zero to but not including fifty (50) feet.
- (b) All work performed from scaffolds fifty (50) feet and over shall be paid for at fifty cents (\$0.50) per hour in addition to the regular rates, the height to be determined by the length of the fall required (painters term) provided the base from which the height is determined shall project at least twelve (12) feet from the working vertical surface. Excepting that work performed on bridges, towers, tanks, cranes, erected structural steel, gantries, poles, stacks, refinery vessels, skeleton structure, where access may be gained with or without scaffolding, the words "from scaffolds" shall not be applied. This premium shall be paid to the base rate.
- (c) Excepting on buildings, work performed over two hundred and fifty (250) feet high shall be paid for at seventy-five cents (\$0.75) per hour in addition to the regular rates. This premium shall be paid to the base.

PA.115 Other Premiums

- (a) Paperhanging, wall covering  
or other sheeting work \$1.00/hr
- (b) Commercial spray painting,  
sandblasting, operation of  
power grinders and brushes, \$1.50/hr



building cleaning (by steam  
or other process)

- (c) Industrial spray painting, sandblasting, operation of power grinders and brushes, building cleaning (by steam or other process) \$2.00/hr

PA.120 Vacation and Statutory Holiday Pay Rates

Combined general and annual holidays with pay shall be calculated at the rate of twelve percent (12%) of total gross wages.

PA.130 Health and Welfare, and Pension Plan Funds

PA.131 Health and Welfare

Contributions shall be made to the Painting Industry Health & Welfare Trust Fund established by the Trust Deed dated February 23, 1970 between I.B.P.A.T. Local 138 and the Master Painters and Decorators Association of B.C. in the sum of one dollar and fifty cents (\$1.50) per hour to the fund c/o Painters Union, 7621 Kingsway, Burnaby, B.C., V3N 3C7.

PA.132 Pension Plan

Contributions shall be made to the International Brotherhood of Painters and Allied Trades Union and Industry Pension Fund, in the sum of two dollars and forty-three cents (\$2.43) per hour to the International Brotherhood of Painters and Allied Trades Union Pension Fund.

PA.140 Other Funds

PA.141 Provincial Apprenticeship and Employee Development Fund

Contributions to this Fund shall be twelve and one-half cents (\$0.125) per hour, six and one-quarter cents (\$0.0625) to be contributed by every individual working within the scope of this Agreement (excepting Apprentices) and to be deducted from that individual's wages, and eight cents (\$0.08) cents per hour to be contributed by every Contractor.

**ARTICLE PA.200 - CREW LEADER**

PA.201 Crew Leader

When it is considered necessary to appoint an "A" Crew Leader in charge of five (5) or more workers, that Employee shall be paid two dollars (\$2.00) per hour above the basic wage rates.

This is interpreted to mean that when a Crew Leader is placed in charge of spray-blast-steam or wallcovering hangers and performs work in any one (1) of these categories, the Crew Leader rate of two dollars (\$2.00) shall be paid in addition to the rate in the category in which the Employee works.

- PA.202 When it is considered necessary to appoint a "B" Crew Leader in charge of up to four (4) workers, such persons appointed shall be paid one dollar (\$1.00) per hour above the basic rate. It shall be a violation of the Collective Agreement

for a Contractor to require an Employee to act in either of the above categories without being paid the appropriate rate.

- PA.203 All "A" and "B" Crew Leaders shall be selected and assigned at the option of the Contractor. All "A" and "B" Crew Leaders must possess a recognized Trades Certificate in the Trade.

#### **ARTICLE PA.300 - DUES**

- PA.301 Local 138

Deductions of two point two percent (2.2%) pay per hour on the basic rate of pay as administrative dues check off for each and every hour earned from each and every Employee coming within the scope of this Trade Section and remit same to the Financial Secretary of the Local Affiliated Union who has been authorized to receive the check off monies. Apprentice's dues shall be deducted on the same equivalent ratio as their hourly rate to the Journeyperson rate.

- PA.302 In addition, the Contractor shall deduct basic dues (currently twenty-three dollars and seventy (\$23.70) per month) each and every month from each and every Employee.

#### **ARTICLE PA.400 - SPECIAL CONDITIONS**

- PA.410 Tools and Brushes

- PA.411 Brush Painters

Brush Painters must provide at their own expense a suitable grip containing a clean pair of overalls, soft shoes, shave hook, putty knife, square putty knife, razor blade holder, broad knife, screwdriver and hammer, one "Red Devil" brand hand scraper or similar type, manufactured dust brush, and suitable footwear for steel or industrial work.

- PA.412 Wallcover Hangers or Sheeting Workers

Wallcover Hangers or Sheeting Workers must carry a suitable grip containing a clean pair of overalls, soft shoes, dusting brush, putty knives, screwdriver, hammer straight edge trimmer base and zinc strip, trimmer shears, steel roller, felt roller, measuring equipment, smoothing brush, razor blade holder, chalk line and plumb bob.

- PA.413 Spray Painters and Sandblasters

Spray Painters and Sandblasters must carry a suitable grip containing the same tools as a Brush Painter, plus a pair of pliers and a crescent wrench for the type of equipment being used. Any special spray equipment wrenches are to be supplied by the Contractor.

- PA.414 In the event the Employee does not have any of the above equipment as outlined in categories PA.411, PA.412 and PA.413 above, the Contractor may supply same and charge them to the Employee at cost.

- PA.420 Equipment

- PA.421 Spray Painters and Sandblasters are to have supplied (at no cost to the Employee): spray and sandblast hoods, sterilized respirators with sufficient filters, hand cleaner and ear protection when required by W.C.B. Regulations. Hoods and respirators are to conform to Workers' Compensation Board regulations. Employees must wear hoods and respirators when necessary. Failure to conform may be reason for dismissal.
- PA.422 All Spray Painters required to spray on interior work shall be supplied with a sprayhood at no cost to the Employee. The Employee shall be charged in case of wilful damage or loss of said equipment.
- PA.423 Any Employee wilfully causing damage to equipment shall be subject to dismissal and/or to have cost of such equipment deducted from wages and monies owing the Employee at time of the indiscretion.
- PA.424 Workers required to work over or with injurious chemicals or other injurious substances shall be provided with masks, respirators and/or other protective clothing. Workers required to work with materials that are more than ordinarily injurious to clothing shall be provided with protective clothing while working.
- PA.425 Hard hats provided by the Contractor must be returned upon completion of the job or upon termination, otherwise the full cost of such hats shall be charged against the Employees last pay cheque.

PA.430 General

No work shall be done using a roller over ten (10) inches in length. Size to be determined by the length of the roller sleeve.

**APPENDIX "PI"**

ALLIED HYDRO COUNCIL  
THE BRITISH COLUMBIA PROVINCIAL COUNCIL OF CARPENTERS  
PILEDRIVERS TRADE SECTION

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**ARTICLE PI.100 - WAGES AND FUNDS**

PI.110 Wages Rates and Classifications

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PI.111 Piledrivers

Crew Leader	\$33.92	34.94	35.64
Bridgeperson-Welder	29.08	29.95	30.55
Bridgeperson	28.40	29.25	29.83
3rd Year Apprentice	25.56	26.33	26.86
2nd Year Apprentice	22.72	23.40	23.87
1st Year Apprentice	19.87	20.46	20.87

\* Included within the wage rates is the five cents (\$0.05) per hour tool allowance.

**Crew Leader Rate**

The Crew Leader's rate shall be one hundred and ten percent (110%) of the Hammerperson's base rate in the prevailing Piledriving and Dredging Agreement of the Operating Engineers.

PI.112 Apprenticeship

The Contractor and the Affiliated Union agree to maintain and perpetuate the Apprenticeship Plan by co-operating to place new apprentices each Calendar Year on the following basis:

- (a) Each Contractor shall hire at least one new Apprentice every Calendar Year for every twenty (20) employees or portion thereof on the payroll under the jurisdiction of the Affiliated Union.
- (b) The number of Employees on the payroll shall be determined by taking the total hours reported each month and dividing by 150 hours.
- (c) Contractors reporting less than ten (10) Employees on the previous 12-month average may participate on a voluntary basis.
- (d) The formula shall be as follows:

1 to 9 Employees	voluntary basis
10 to 20 Employees	1 apprentice
21 to 40 Employees	2 apprentices
41 to 60 Employees	3 apprentices
61 to 80 Employees	4 apprentices
81 to 100 Employees	5 apprentices

PI.113 First Aid Attendants

Employees required to act as First Aid Attendants shall receive an additional fifty cents (\$0.50) per hour above their wage rate.

PI.114 First aid provision shall not apply where:

- (a) No First Aid Attendant is required by the Workers' Compensation Board regulations

- (b) The Employer uses Office Personnel in this capacity;  
or
- (c) A First Aid Attendant is employed by another party on the job site.

PI.115 Pipe and Caissons

Employees required to work down inside Pipe Piles and/or Caissons less than six (6) feet in diameter and more than twenty (20) feet in depth shall receive prevailing rates plus ten percent (10%).

PI.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at twelve percent (12%) of gross.

PI.130 Health and Welfare, and Pension Plan Funds

Contributions shall be made to the Piledrivers, Bridge, Dock and Wharf Buildings Health, Welfare and Pension Plans at the rate of five dollars and thirty-five cents (\$5.35) per hour; (One Dollar and Sixty Cents (\$1.60) Health and Welfare and Three Dollars and seventy-five cents (\$3.75) Pension) per hour excluding those covered by the Divers Agreement.

These contributions shall be as follows:

Health & Welfare	\$1.90
Pension	4.44
Total	\$6.34

PI.140 Other Funds

PI.141 Piledrivers Apprenticeship and Trade Promotional Fund

Contributions shall be made in the amount of twelve cents (\$0.12) per hour to the Piledrivers Apprenticeship and Trade Promotional Fund.

**ARTICLE PI.200 - CREW LEADER**

PI.201 Each crew engaged in Driving or Pulling Piles must have a designated Crew Leader who is paid accordingly.

PI.202 When a Crew is engaged in work other than Driving or Pulling Piles, one member of the Crew must be designated and paid as a Crew Leader to direct the work.

PI.203 Exclusions to the above shall be as follows:

- (a) When an employee is directed to perform work alone.
- (b) When 2 employees are directed to perform work in the Contractors' yard where Supervisory Personnel are present.
- (c) When a Crew is split to perform different tasks on the same job-site and are under the supervision of their usual Crew Leader.

- (d) When a Crew is split to perform different tasks on different job-sites for a period not exceeding one shift.

**ARTICLE PI.300 - DUES**

Piledrivers' Working Dues Check Off

Deductions shall be made in such amounts for Working Dues and/or Permit Fees as the Affiliated Union shall from time to time direct and forward same to the Affiliated Union as directed by the Affiliated Union. These amounts are as follows:

July 1, 2008                      \$0.90

NOTE: These contributions to be based on hours earned, i.e. Double Time = Double Contributions.

**ARTICLE PI.400 - SPECIAL CONDITIONS**

PI.410 General

PI.411 Lighting

Adequate lighting shall be provided at night.

PI.412 No Employee, while on the Contractor's payroll, shall engage in work in the construction industry beyond the Contractor's requirements, provided the Employee is employed for the maximum regular hours permitted by this Agreement.

PI.413 Safety

In the interests of Safety, no Employee shall be required to work alone in a hazardous situation over the water. If Workers' Compensation Board brings in a regulation as above, then this article shall become null and void.

PI.420 Tools

PI.421 Contractor

The Contractor shall furnish all Heavy Tools, Peavies, Crosscut Saws, Hammers, Wrenches and Augers, including power driven, and all tools necessary for handling Steel Forms. All Contractors' tools broken on the job shall be replaced by the Contractor and all tools taken out and returned in the Contractor's time.

PI.422 Employee

The Employee shall furnish the following tools and equipment when required, on all jobs: Adze, Slick, Clawhammer, Steel Square, Level, Fifty Foot (50') Steel Tape, Framing chisels, Eight Foot (8') Picket Tape, Hand Saws, Hand Axe, Brace and set of Bits, Twelve Inch (12") Crescent Wrench, Tin Snips, Hacksaw and Marlin Spike.

PI.423 Employees assigned to work on Wood Forms, Hand Rails, or similar work shall have their saws sharpened as required at the Contractor's expense.

PI.430 Riding the Rig

It is illegal to travel outside any Harbour on Piledrivers or Tug Boats and Employees are subject to a fine for travelling thereon. Since a line drawn between Point Atkinson and Point Roberts is designated as the dividing line, all travel outside of that area shall be by Passenger Service.

PI.440 Crews

PI.441 The minimum number of Workers required to form a Crew shall be as follows:

- (a) Piledriver; Water Rig, Fixed Leads Donkey Powered.  
1 Crew Leader plus 4 Bridgepersons
- (b) Piledriver; Skid Rig, Donkey Powered.  
1 Crew Leader plus 4 Bridgepersons
- (c) Piledriver; Floating Derrick Rig, on-board Fixed or Mobile Crane, with A-Frame or Moonbeam Leads or Hanging Leads from Boom.  
1 Crew Leader plus 3 Bridgepersons
- (d) Piledriver; on land, Crawler or Truck Crane.  
1 Crew Leader plus 2 Bridgepersons
- (e) Piledriver; on land Compacto Rig.  
1 Crew Leader plus 2 Bridgepersons
- (f) Piledriver; on land, Franki Rig.  
1 Crew Leader plus 2 Bridgepersons
- (g) Submarine Drill Rig, when used for Drilling, Blasting, and Dredging or for Pile Holes.  
1 Crew Leader plus 1 Bridgeperson (Powderperson)
- (h) Rotary Drill Rig. (Auger or Tri-Cone), Air-Trac or Churn Drill when used for Foundation Piles, on land or water a pre-job shall be held to determine the crew size if requested.

PI.442 It is also understood and agreed that a shortage of the above minimums in any Crew shall not result in an interruption in the work. The Contractor shall have 24 hours in which to fill a vacancy in the crew and sufficient time on Out-of-Town Jobs.

PI.443 Should it become necessary to review the above minimums due to changes in equipment or work methods or requirements, then a meeting shall be convened to resolve the issue. If the issue is not resolved then the matter shall be referred to arbitration.



PI.444 Under no circumstances shall there be less than two (2) Journeypersons and one (1) Crew Leader during the operation of the Piledriver for Driving and Pulling Piles.

PI.445 Complaints regarding shortage of Workers to a Crew shall be dealt with by the Parties without delay. There shall be no discrimination against any Employee covered by this Agreement for complaints filed with the Affiliated Union with reference to shortage of Crews.

PI.450 Charge Out Items

In accordance with the regulations of the Workers' Compensation Board, all Safety Equipment required shall be made available and provided by the Contractor on a charge-out basis at cost, such cost to be deducted from the Employees' earnings and refunded at such time as the Employee returns the article to the Contractor in reasonable condition, subject to normal wear. These items shall include Noise Suppressors, Rigging Belts, Tool Belt, Life Jackets and Coveralls where Air or Diesel Hammers are used. For Welders, Gloves (Leather or Rubber), Protective Vests or Leather Jackets, Goggles, Helmets, including the special Hard Hat, standard and magnifying lenses for the Helmet, Tip Cleaners, Wire Brush, Chipping Hammer and Rod Pouch shall be provided by the Contractor. For Burners, one (1) pair of Gauntlets and Goggles shall be provided for each Rig.

PI.460 Welders

When Welder Employees require a retest, this shall be done whenever possible during regular working hours. If Employees are tested outside regular working hours, they shall be paid a minimum of four (4) straight time hours from the Apprenticeship Fund.

**ARTICLE PI.500 - DIVER'S SECTION**

PI.510 Wages and Funds

PI.511 Wage Rates and Classifications

07/2008 07/2009 07/2010

(a)	Diver	\$51.38	52.92	53.98
	Standby Diver	36.99	38.10	38.86
	Diving Supervisor	57.13	58.84	60.02
	Tender	22.63	23.31	23.78

(b) Classifications and Definitions

Standby Diver:

A standby diver is a person required to be on duty for any day or part thereof but who has not been required to descend below the surface of the water.

Diving Supervisor:

On every job project the diving crew shall have a designated diving supervisor. On jobs where five (5) or more divers and tenders are employed, one person shall be assigned to be the diving supervisor and shall be paid according to PID.110.

Duties shall include assigning each member of the crew to their specific work position before the shift begins each day, i.e. diver, back-up diver, tender, etc. If the shift is cancelled for any reason or a dive is not possible during the shift, then each member of the crew shall be paid according to their classification.

Diver's Tender:

Divers may designate their own Tenders and the Tender shall come under the Diver's supervision.

When a Diver's compressor cannot be placed within the immediate attendance of the tender, a competent person shall stand by the compressor while the Diver is submerged.

The Tender shall at all times attend exclusively to the diver while the Diver submerged.

(c) Depth Bonus and Premium Pay

Depth Below Water Surface	Amount of Premium Pay per Foot
60 ft. to 100 ft.	\$1.21
100 ft. to 200 ft.	2.41
200 ft. and over	At a negotiated premium not less than \$2.41/ft.

When it is necessary for divers to enter pipes or tunnels or other enclosures where there is no vertical ascent, a premium shall be paid according to the following schedule, in addition to the day's pay and depth bonus.

Distance Travelled From Entrance	Amount of Premium Pay per Foot
0 ft. to 100 ft.	\$1.21
100 ft. to 200 ft.	2.41
200 ft. and over	At a negotiated premium not less than \$2.41 per ft.

Depth and distance pay is hereby established as per shift and shall be paid once for each shift.

PI.512 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of gross earnings.

PI.513 Health and Welfare, and Pension Plan Funds

Contributions on behalf of each Employee covered by this Agreement, shall be remitted to the Piledriver's Pension Plan and Health and Welfare Plan. These contributions shall be as follows:

Pension Plan	\$3.96
Health and Welfare Plan	1.90

## Apprenticeship &amp; Trade Promotional Fund 0.12

PI.520 Crew Leader

All Divers and Tenders shall come under the direction of the Piledriver Crew Leader on jobs where one is present.

PI.530 DuesWorking Dues Check Off

Deductions of Ninety cents (\$0.90) per hour earned shall be made to the Affiliated Union.

PI.540 Special ConditionsPI.541 Minimum Crew

The minimum crew shall be as follows:

- (a) Diver
- (b) Standby Diver
- (c) Diver's Tender

PI.542 Equipment

- (a) All diving gear and equipment necessary for the job shall be supplied by the Contractor, including hard hat and/or scuba gear.
- (b) The following items shall be considered as items of dress and personal gear to be supplied by the Employee:  
  
Fins, weight belt, ankle weights, mask, working flashlight, depth gauge, compass, knife, diving suite, wools, gloves and pressure gauge.

PI.543 Under all diving conditions, the reasonable judgement of the Diver shall be accepted regarding safety.

PI.544 Working Conditions

When abnormal tide velocities, depths, or weather conditions are anticipated on a job, a pre-job conference shall be held between the Contractor's representative and the Affiliated Union's representative to work out mutual arrangements.

**APPENDIX "PL"**

ALLIED HYDRO COUNCIL  
UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA  
PLUMBERS AND PIPEFITTERS TRADE SECTION

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  - PL.450 WELDERS

**ARTICLE PL.100 - WAGES AND FUNDS**PL.110 Wage Rates and Classifications

		07/2008	07/2009	07/2010
PL.111	Journey person Fitters	\$33.52	34.53	35.22
	Journey person Welders	33.52	34.53	35.22

PL.112 Apprentice Rates

*	Probationary 40% of Apprentice Journey person rate	13.41	13.81	14.09
	1st Term 55% of Journey person rate	18.44	18.99	19.37
	2nd Term 60% of Journey person rate	20.11	20.72	21.13
	3rd Term 65% of Journey person rate	21.79	22.44	22.89
	4th Term 70% of Journey person rate	23.46	24.17	24.65
	5th Term 75% of Journey person rate	25.14	25.90	26.42
	6th Term 80% of Journey person rate	26.82	27.62	28.18
	7th Term 85% of Journey person rate	28.49	29.35	29.94
	8th Term 90% of Journey person rate	30.17	31.08	31.70
	Present Member Building Trades Helper 86.9% of Journey person rate	29.13	30.00	30.60

- \* Helper Trainee:  
(1st Period: 0 - 1,500 hours worked - 80% of Helper rate)  
(2nd Period: 1,501 - 2,000 hours worked - 90% of Helper rate)

An Employee who has had less than two (2) years proven experience in the last five (5) years as a Helper in Institutional, Commercial or Industrial Construction shall start at the 1st Period Helper Trainee rate.

- \* Because of the Piping Industry Trades Qualification apprenticeship Training Act, the classifications of Probationary Apprentice, Pre-Apprentice, Present Member Building Trades Helper or Helper Trainee will not be used unless there is mutual agreement of the Parties.

PL.113 Apprentices

A Contractor employing three (3) Journey persons or more must employ at least one (1) Apprentice.

PL.114 Pre-Apprentices

Pre-apprentice graduates accepted by the Joint Committee for the apprenticeship program may be employed at forty percent (40%) of the Journey person wage rate.

PL.115 Employees working on Instrument Calibrators shall be paid one dollar (\$1.00) per hour over the Journey person wage rate. This premium shall not apply to Employees who are already receiving Crew Leader premium.

PL.116 Employees working as Class Two Gasfitters shall be paid one dollar and fifty-cents (\$1.50) over the Journey person wage rate. This premium shall not apply to Employees already receiving the Crew Leader premium.

PL.117 Swinging Scaffold

Employees, while working from a swinging scaffold or bosun's chair, shall be paid fifty cents (\$0.50) per hour over the Journeyperson's rate of pay.

PL.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of gross earnings.

PL.130 Health and Welfare, and Pension Plan Funds

PL.131 Local Union 170 Welfare Plan

Contributions of two dollars and twenty-eight cents (\$2.28) per hour shall be made to the Local Union 170 Welfare Plan.

PL.132 Local Union 170 Pension Plan

Contributions of three dollars and fifty-five cents (\$3.55) per hour shall be made to the Local Union 170 Pension Plan.

PL.140 Other Funds

PL.141 Piping Industry Apprenticeship Fund

Contributions of forty-seven cents (\$0.47) per hour shall be made to the Piping Industry Apprenticeship Fund.

PL.142 Journeyperson Training and General Industry Promotion Fund

Contributions of nineteen cents (\$0.19) per hour shall be made to the Journeyperson Training and General Industry Promotion Fund.

**ARTICLE PL.200 - CREW LEADER**

When five (5) or more persons are employed on one job, one (1) shall be designated a Crew Leader and, a minimum of twelve percent (12%) per hour above the Journeyperson rate shall be paid the Crew Leader. General Crew Leaders shall be paid a minimum of seventeen percent (17%) per hour over the Journeyperson rate.

**ARTICLE PL.300 - DUES**

There shall be deducted for a dues supplement an amount of two point five percent (2.5%) of hourly gross wages, or any additional amount under resolution passed by the general membership of Local Union 170, not to include fringe benefits (i.e. Holiday Pay, Health and Welfare, Pension, travel time), earned by all Employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of Plumbers, Local 170, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Plus Market Recovery Fund of one dollar (\$1.00) per hour earned.

Apprentices 1 <sup>st</sup> to 5 <sup>th</sup> term	-	50¢ per hour earned
Apprentices 6 <sup>th</sup> to 8 <sup>th</sup> term	-	75¢ per hour earned

**ARTICLE PL.400 - SPECIAL CONDITIONS**

PL.410 Protective Clothing and Tools

PL.411 When required, rubber boots and raincoat, pants and hats shall be furnished on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the Workers' Compensation Act, Accident Prevention Regulations, protective clothing shall be supplied to Employees working in confined spaces where certain conditions exist, such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.

PL.412 Employees shall be supplied welder's helmets, leather jackets or arms (when necessary), goggles and gloves. All tools shall be supplied for all trades (see Article 14.800). Goggles and gloves shall be supplied to Fab Shop Employees. Gloves shall be supplied to all Employees working with Welders. Coveralls and gloves shall be supplied to all Employees working with fibreglass pipe and materials. Leather aprons shall be supplied to Fitters working with Welders in Fab Shops. The Contractor shall be reimbursed for the costs of these leather aprons through the JTIP Fund.

PL.413 When welding in confined spaces with fibreglass or toxic fumes or smoke, proper ventilation shall be provided where practicable.

PL.414 Tools

When a tool box with a lock and key is supplied to any Journeyman Employee, the Employee shall sign a standardized form as approved by the Joint Conference Board and be responsible for the return of all tools and/or equipment issued. In case of theft of tools and/or equipment it is agreed to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided in this Agreement.

PL.420 Older Workers

PL.421 It shall be the policy of the Contractor to endeavour, where there are five (5) or more Journeymen employed by the Contractor, that every fifth (5th) Journeyman shall be fifty (50) years of age or over, if available.

PL.422 When hiring specially trained Employees to work in warehouse or tool crib, preference shall be given to older or handicapped Employees.

PL.430 Safety and Rigging

PL.431 Every industrial job employing twenty-five (25) Employees or more from the Piping Industry must have a rigger Crew Leader and shall be paid a Crew Leader's rate of pay. The rigging Crew Leader must correlate the work schedule for the Employees designated to rig piping materials and handle equipment. Such a Crew Leader shall be responsible to size the load and arrange for the proper equipment and the number of Employees necessary to perform any specific rigging job in a safe manner in accordance with Workers' Compensation Board Regulations. All mechanical rigging equipment must conform to Canadian Standards Association requirements. For every additional twenty-five (25) Employees employed from the Piping Industry and coming under the jurisdiction of Local 170, another rigging Crew Leader must be employed. For additional rigging Crew Leaders, Crew Leaders in charge of

fitters and Welders may be so designated as rigger Crew Leaders in addition to their other duties. Every industrial job must have at least one qualified rigger. The Affiliated Union agrees to supply competent riggers.

PL.432 The Contractor shall supply to Employees the necessary rigging materials, such as suitable slings (chockers), come-alongs, chain blocks, hydraulic jacks, or any other necessary type of material, tools or equipment required to install pipe, pipe materials, pipe hangers and supports.

PL.440 Owner Operator - Rig Welder

PL.441 The expression "Owner Operator" as shown herein, shall mean Rig Welder who performs work within the jurisdiction of the Affiliated Union for pay, remuneration, or compensation of any kind. No rig welder (Owner-Operator) shall work on an industrial Project.

PL.442 The rate of payment for Rig Welders issued periodically by Local Union 170 DOES NOT include the monies relating to the Apprenticeship Fund, Welfare Plan, Pension Plan, JTIP Fund. The payment of these monies as established in the Agreement is the responsibility of the Contractor.

PL.443 The Employer is also responsible for deducting the supplemental dues check off provided for in this Trade Section.

PL.450 Welders

PL.451 All pipe welders employed in connection with the installation of work within the jurisdiction of the United Association of Journeyperson & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada shall provide proof of their competency; this is not to include Welders who might be employed for short periods on alterations, repairs or temporary work - short period not to exceed eight (8) hours on any one job on alterations, repairs or temporary work.

PL.452 The Journeyperson Training and Industry Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure Ticket or Certificate of Competency. However, it is understood that regardless of results, all tests shall be conducted on the Contractor's time at the prevailing rate of wages, and results of all tests are to be turned over to the Local Union upon request.

Should the Welder fail the first performance qualifications test(s) or retest(s), in each individual case any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the Employee's own time. The intent of this clause is to allow a welder to retest once.



**APPENDIX "PLA"**

ALLIED HYDRO COUNCIL

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION

PLASTERERS TRADE SECTION

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PLA.110 WAGE RATES AND CLASSIFICATIONS

PLA.120 VACATION AND STATUTORY HOLIDAY PAY RATES

PLA.130 HEALTH AND WELFARE, AND PENSION PLAN FUNDS

PLA.140 OTHER FUNDS

PLA.200 CREW LEADER

PLA.300 DUES

PLA.400 SPECIAL CONDITIONS

PLA.410 GENERAL

PLA.420 TOOLS

**ARTICLE PLA.100 - WAGES AND FUNDS**PLA.110 Wage Rates and Classifications

	07/2008	07/2009	07/2010
PLA.111 Journeyperson	\$31.01	31.94	32.58
Crew Leader	35.17	36.23	36.95
Apprentice -			
1st 6 month period - (50%)	15.51	15.97	16.29
2nd 6 month period - (55%)	17.06	17.57	17.92
3rd 6 month period - (60%)	18.61	19.16	19.55
4th 6 month period - (70%)	21.71	22.36	22.81
5th 6 month period - (80%)	24.81	25.55	26.06
6th 6 month period - (90%)	27.91	28.75	29.32

PLA.112 Employees operating plaster pumps shall receive twenty-five cents (\$0.25) per hour over the basic hourly rate up to one and one-half inch (1-1/2") hose providing it does not apply to interior texture finishes. Seventy-five cents (\$0.75) per hour over the basic hourly rate with hose above one and one-half inches (1-1/2").

PLA.113 Swing Stage

Employees are to receive sixty cents (\$0.60) increase in basic hourly rate for all work on swinging stages and also where required to wear a safety belt for safety requirements.

PLA.114 The Contractor agrees to supply the necessary tools during the first year of apprenticeship.

PLA.115 The wage scale for Apprentices shall be based on a percentage of the Journeyperson's rate and shall be paid on the following schedule:

1st 6 months	50% of Journeyperson's rate
2nd 6 months	55% of Journeyperson's rate
3rd 6 months	60% of Journeyperson's rate
4th 6 months	70% of Journeyperson's rate
5th 6 months	80% of Journeyperson's rate
6th 6 months	90% of Journeyperson's rate

If the Apprentice can pass a tradespersons's qualification test the Apprentice shall be eligible for the full tradesperson's rate. If the Apprentice does not pass the tradesperson's qualification test, then the Apprentice shall continue on at ninety percent (90%) of the tradesperson's rate until the Apprentice passes the tradesperson's qualification test or the end of the fourth year, whichever comes first.

PLA.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

PLA.130 Health and Welfare, and Pension Plan FundsHealth and Welfare Trust Fund

Contributions at the rate of one dollar and forty-five cents (\$1.45) for each hour shall be made to the Health and Welfare Trust Fund.

**PLA.140 Other Funds****PLA.141 Group RRSP**

Effective November 1, 1991 each Employer agrees to deduct for the Group RRSP Fund at the rate of ninety cents (\$0.90) for each hour for which wages are payable to an Employee in any job classification within this Agreement. All contributions shall be remitted to the Fund on or before the fifteenth (15th) day of each and every month following the month of such deductions.

**PLA.142 Industry Promotion Fund**

Contributions of ten cents (\$0.10) per hour shall be made to the Association of Wall & Ceiling Contractors Association Industry Promotion Fund.

**PLA.143 Apprenticeship Fund**

Contributions of two cents (\$0.02) per hour shall be made to the Apprenticeship Fund.

**ARTICLE PLA.200 - CREW LEADER**

Where more than four (4) tradespersons are employed on one (1) job, one (1) must be appointed working Crew Leader. When ten (10) or more tradespersons are working on one (1) job, the Crew Leader must not work with the tools. Whenever Crew Leaders are appointed, they shall be guaranteed a minimum of one hours's pay per day in addition to the Journeyperson's current rate of pay per day.

**ARTICLE PLA.300 - DUES**

PLA.301 Deductions for Union dues shall be made from every member and Apprentice employed and remitted to the Union Office.

PLA.302 There shall also be a check off of arrears and initiation fees when deemed necessary by the Affiliated Union.

**ARTICLE PLA.400 - SPECIAL CONDITIONS****PLA.410 General****PLA.411 Safety**

No Employee shall work where open salamanders (gasoline or oil) or any torch injurious to health is used. Salamanders in particular shall be piped to a flue or outside opening. This Section is intended to cover any plastering mixers or plastering machines of any type when used inside a building.

**PLA.412 Respiratory Masks**

Respiratory masks as recommended by the Workers' Compensation Board shall be supplied when working with compounds containing asbestos or other fibrous materials.

**PLA.413 Super-Annuated Members**

On large jobs, provisions shall be made to hire a minimum of one (1) super-annuated member for every ten (10) regularly employed members performing work.

PLA.420 Tools

- PLA.421 The tools of an Employee starting a new job shall be in good condition. The Employee's kit shall include: Hawk - at least two (2) plastering trowels - margin or pointing trowel - angle trowel - angle float - rubber float - finishing brush - tool brush - dash brush - scratch brush - dash scoop - hammer - darby - spirit level - tin snips and measuring tape.
- PLA.422 In addition, when wallboard taping and filling Employees shall have: broad knives six (6) inches and smaller, mud pan, gyprock knife, sander, stilts and appropriate trowels.
- PLA.423 In the event of an Employee not having the basic hand tools as outlined above, the Contractor may supply and charge to the Employee at cost.

**APPENDIX "QU"**

ALLIED HYDRO COUNCIL

QUALITY CONTROL COUNCIL OF CANADA

QUALITY CONTROL TRADE SECTION

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- QU.200 CREW LEADER
  
- QU.300 DUES
  
- QU.400 SPECIAL CONDITIONS
  - QU.410 GENERAL
  - QU.420 TOOLS
  - QU.430 STRESS RELIEF CREW

**ARTICLE QU.100 - WAGES AND FUNDS****QU.110 Wages and Classifications**

QU.111 "Certificates" shall mean a CGSB Certificate in any of the following:

Aircraft Structures  
 Other (Tech I)  
 Magnetic Particle (Tech II - M.P.)  
 Liquid Penetrant (Tech II - L.P.)  
 Eddy Current (Tech II - E.C.)  
 C.W.B. Certification (Tech II)  
 A.E.C.B. Operator Certificate (for Trainees only)

	07/2008	07/2009	07/2010
QU.112			
Technician II			
- Radiography or Ultrasonics or Eddy Current			
Level II			
- plus 2 Certificates	\$28.21	29.06	29.64
- less than 2 Certificates	26.18	26.97	27.51
- unchargeable time	22.57	23.25	23.71
Technician I			
Radiography Level I			
Ultrasonics Level I			
M.P. & L.P. Level II			
- plus 1 Certificate	23.94	24.66	25.15
- less than 1 Certificate	22.07	22.73	23.18
- unchargeable time	19.15	19.73	20.12
Trainee			
- with 1 Certificate	20.39	21.00	21.42
- unchargeable time	16.31	16.80	17.14
- other trainee	19.37	19.95	20.35
Visual Inspectors notwithstanding			
NDT Certifications			
1. C.W.B. certified Level III	26.18	26.97	27.51
unchargeable time	20.94	21.58	22.01
2. C.W.B. certified Level II	23.94	24.66	25.15
unchargeable time	19.15	19.73	20.12
3. C.W.B. certified Level I	22.07	22.73	23.18
unchargeable time	17.66	18.18	18.54
4. No Certificate	19.37	19.95	20.35
unchargeable time	15.50	15.96	16.28
Stress Relief Technician II	28.21	29.06	29.64
- unchargeable time	22.57	23.25	23.71
Stress Relief Technician I	23.94	24.66	25.15
- unchargeable time	19.15	19.73	20.12

QU.113 All unchargeable time shall be at 80% of the top rate for each category.

**QU.114 Premium for Record Keeping**

Where an Employee in a shop has been designated responsible for making work assignments to other Employees the Employee shall be paid a premium of two dollars (\$2.00) per earned hour over regular rate.

On a job where an Employee is assigned the responsibility for directing a crew and keeping records for same, the Employee shall be paid a premium of two dollars (\$2.00) per hour over the regular rate. This shall not be construed to mean a single Technician working with a Trainee(s).

QU.115 Trainee (AECB) Operator

In no event shall a Trainee (AECB) Operator be permitted to perform radiography without supervision of either a Technician I or II at the work location.

Trainee (AECB) Operators shall be employed at a ratio of not more than one AECB Operator for each technician at each work site.

When an AECB Operator is operating the exposure device without the direct visual supervision of a qualified technician, the rate of pay shall be that of a Level I.

QU.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday Pay shall be calculated at the rate of twelve percent 12% of gross earnings.

QU.130 Health and Welfare, and Pension Plan Funds

QU.131 NDT Industry Health & Welfare Plan

The Contractor shall pay one hundred percent (100%) of the premiums for all permanent Employees for the NDT Industry Health and Welfare Plan providing the following benefits subject to the qualifications of the Plan:

Life Insurance	\$50,000
Accidental Death and Dismemberment	\$50,000
Provincial Health Care Premium (Sent directly to the Office by the Contractor)	Provincial Health Care
Extended Health Care	90% to a maximum of \$10,000 (including oral contraceptives and IUD's)
Vision Care	\$275.00 per 24 months

Weekly Indemnity The Plan shall pay benefits to an Employee absent from work due to a non-occupational accident or sickness commencing on the first day of an accident and the fourth day of an illness.

The total benefit period under the Plan shall not exceed thirty (30) weeks.

In no event shall the amount of weekly benefits payable under this

coverage for any one week be less than the amount payable for that week under the Employment Insurance Act of Canada, 1971, and its Regulations as amended from time to time.

Long Term Disability	Benefit commences after 30 weeks of continuous disability, and is payable while disabled for a maximum period of 3 years, but not beyond age 65. Only non-occupational disabilities are covered. The monthly benefit is \$500.00.
Dental Plan	100% basic, 100% major and 50% orthodontic coverage for dependent children. Orthodontic coverage becomes effective after 3 months of continuous coverage with up to a maximum benefit of \$1,000 in any 24 month period; current fee schedule. There shall be a limit on the dental plan of \$2,000 per family member per year. This limit shall not increase the current limit of \$1,000 for orthodontics.

The Plan shall pay for only one dental consultation per year. Dependent children shall receive a second consultation per year to 13th birthday.

- (a) Full Plan A QCCC member who has earned 90 hours' pay in a month shall be included in the full plan for the month - coverage is provided for the month following the month worked. The provincial medical care plan premium, if any, must also be paid for any member who qualifies for the full benefit plan.

The plan shall continue the dental, vision care, and major medical benefits to the surviving spouse of any employee who has been enrolled on the full plan whose estate is entitled to a death benefit under the plan for one (1) year from the death.

- (b) Mini-Plan: Any Employee who is not included in the full plan for the month shall be covered under the Life Insurance and Accidental Death & Dismemberment benefits. Coverage is provided from the date of hire and the month following the month worked.

- (c) A more detailed description of the coverage and eligibility of the NDT Industry Health and Welfare Plan is available in the policy booklet supplied by the Administrator of the Plan (D.A. Townley & Associates).

#### QU.132 Pension

The Contractor shall contribute three dollars and sixty-three cents (\$3.63) per hour to the NDT Industry Pension Fund.

#### QU.140 Other Funds



QU.141 Industry Training, Upgrading and Rehabilitation Fund

Contributions of thirty cents (\$0.30) per hour shall be made to the Pacific Region NDT Industry Training and Upgrading Fund.

QU.142 Administration Fund

Contributions of one percent (1.03%) of the gross Employee earnings shall be made each month to the NDT Administration Fund.

**ARTICLE QU.200 - CREW LEADER** (See Article QU.114)

QU.201 No minimum or maximum number of technicians are required on a job site to necessitate the appointment.

QU.202 "Level II technicians" are responsible for technical performance on a job in the same manner as previously without being appointed as supervisors. The responsibility to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.

QU.203 If a General Crew Leader is appointed for an individual job by the Contractor to supervise other supervisors appointed per Article QU.114 that individual shall receive a premium of three dollars (\$3.00) per earned hour over the regular rate for the time spent on that job.

**ARTICLE QU.300 - DUES**

QU.301 The Contractor shall, deduct monthly from each Employee's pay the amount of regular dues in an amount established by the Quality Control Council. For the purpose of applying this clause, deductions shall be made from the first pay cheque issued each month.

QU.302 The Contractor shall, in addition to the regular dues mentioned in QU.301 above, deduct monthly from each Employee's pay working dues in the amount of one and one-half percent (1-1/2%) of the Employee's gross earnings.

QU.303 The dues remissions required by Articles QU.301 and QU.302 shall be remitted not later than the 20th of the month following the months in which the deductions are made.

**ARTICLE QU.400 - SPECIAL CONDITIONS**

QU.410 General

QU.411 The Contractor shall provide Employees with protective clothing such as coveralls and gloves on dirty and corrosive work, in which the Employee's clothes may be abnormally or permanently damaged, and rain gear when the Employee is required to work in wet, inclement weather. Such protective clothing and rainwear shall remain the property of the Contractor. Coveralls shall be cleaned as required.

QU.412 The Contractor shall provide at no cost to the Employee all safety equipment as required under the applicable government

accident prevention regulations, including a radiation warning device with an audible warning alarm; but shall not include safety shoes except for underground work. Such equipment shall remain the property of the Contractor.

QU.413 When safety conditions warrant, the Employee shall have proper assistance or vigilance from other persons.

In order to satisfy the requirements of confined space entry procedures, all safety watch persons shall be properly trained and familiar with the tools and equipment, and understand the hazards of the non-destructive testing industry.

QU.414 The Contractor shall comply with the safety conditions of the radioisotope licences issued by the Atomic Energy Control Board.

QU.420 Tools

The Contractor shall provide all tools and equipment as deemed necessary by the Contractor for the performance of work.

QU.430 Stress Relief Crew

QU.431 It is understood that some small and/or short duration jobs may only require a single person per shift. Such jobs must have a minimum of one (1) Technician II per job.

QU.432 Larger jobs requiring more than one person per shift shall have a minimum of one (1) Stress Relief Technician II for each shift.

QU.440 CGSB Test

(a) Where the Contractor requires the Employee to take a CGSB test the Contractor shall pay the Employee's reasonable expenses in connection therewith and shall reimburse the Employee for the straight time wages necessarily lost in order to write the test.

Where Employees are not requested to take a CGSB exam and travel on their own time and pay their own expenses and successfully complete the exam or exams they shall be paid for all time lost and out-of-pocket expenses providing the exams are in the Province of B.C.

(b) Lost wages to apply only if Employees were employed and lost time.

**APPENDIX "RE"**

ALLIED HYDRO COUNCIL

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY  
(REFRIGERATION WORKERS TRADE SECTION)

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- RE.100 WAGES AND FUNDS
  - RE.110 WAGE RATES AND CLASSIFICATIONS
  - RE.120 VACATION AND STATUTORY HOLIDAY PAY RATES
  - RE.130 HEALTH AND WELFARE, AND SAVINGS PLAN FUNDS
- RE.200 CREW LEADER
- RE.300 DUES
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  - RE.410 OLDER WORKERS
  - RE.420 EQUIPMENT
  - RE.430 WELDING
  - RE.440 TOOLS
  - RE.450 OWNER OPERATORS

**ARTICLE RE.100 - WAGES AND FUNDS**RE.110 Wage Rates and Classifications

		07/2008	07/2009	07/2010	
Journeyperson		\$34.07	35.09	35.79	
Helpers		24.88	25.63	26.14	
Crew Leader		37.48	38.60	39.37	
General Crew Leader		39.18	40.36	41.17	
Apprentices:					
	1st 6 months	50%	17.04	17.55	17.90
	2nd 6 months	55%	18.74	19.30	19.68
	3rd 6 months	60%	20.44	21.05	21.47
	4th 6 months	65%	22.15	22.81	23.26
	5th 6 months	70%	23.85	24.56	25.05
	6th 6 months	75%	25.55	26.32	26.84
	7th 6 months	80%	27.26	28.07	28.63
	8th 6 months	90%	30.66	31.58	31.21

On calculating earnings where the total works out to a fraction of a cent, the full cent is to be paid.

RE.111 Apprentices

- (a) Apprentice to Journeyperson ratio shall be one to one and one to three thereafter in the shop and on the job. In the event of a Journeyperson being called off the job for some emergency that Journeyperson shall be allowed an absence of three (3) hours before the senior apprentice on the job is elevated to Journeyperson's rate of pay.
- (b) If required, a first year apprentice shall be supplied with a full set of tools in accordance with the attached tool list following the probationary period. The cost of these tools shall be deducted from the apprentice's wages at the rate of ten percent (10%) of the total value per month. If the apprentice ceases to be an Employee the apprentice shall pay the difference between the amount paid and the amount owing. Tool allowance shall be paid in accordance with this Trade Section.
- (c) When a Refrigeration T.Q. holder is assigned to do work requiring an additional ticket or tickets the Employee shall be paid an additional eighty cents (\$0.80) per hour while performing work appropriate to that ticket (excluding welding ticket).

RE.112 Tool Allowance

Tool allowance to be paid on an Employee's regular pay day on the basis of eighteen cents (\$0.18) per day per one hundred dollar (\$100.00) value in hand or other tools that are useful to the Contractor. Each Employee shall provide a list of such tools, at time of hiring and once each calendar year thereafter. The price evaluation of tools

shall be based on the current cataloguing of Refrigeration Catalogue. Employees to re-evaluate tools on December 31st of each year.

RE.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

RE.130 Health and Welfare, and Savings Plan Funds

RE.131 Health and Welfare Plan

Contributions of one dollar and ninety-one cents (\$1.91) per hour shall be payable to the Health & Welfare Plan.

RE.132 Savings Plan

A Savings Plan Trust Fund shall be established into which contributions shall be paid. Contributions shall be four dollars and eighty-five cents (\$4.85) per hour.

**ARTICLE RE.200 - CREW LEADER**

When the Contractor employs five (5) or more members of Local 516 on a job, one (1) shall be designated a working Crew Leader and shall be paid a premium of ten percent (10%) above the regular wage rate for each hour worked as a Crew Leader. Any Journeyman designated as a General Crew Leader shall be paid a premium of fifteen percent (15%) above the regular wage rate for each hour worked as a General Crew Leader.

**ARTICLE RE.300 - DUES**

RE.301 It is agreed that the check off system for collection of Affiliated Union dues shall be used.

RE.302 Supplementary Dues

Deductions for a Dues Supplement in the amount of two percent (2%) of hourly gross wages, not to include fringe benefits (i.e. Holiday Pay, Health & Welfare, Pension) earned by all Employees while working under the terms of this Agreement shall be made and forwarded to the Financial Secretary of Refrigeration Local 516, no later than the fifteenth (15th) day of the calendar month following the month for which the deduction was made.

**ARTICLE RE.400 - SPECIAL CONDITIONS**

RE.410 Older Workers

It shall be the policy of the Contractor to endeavour where there are five (5) or more Journeymen employed by a Contractor, that every fifth Journeyman shall be fifty (50) years of age or over if available.

RE.420 Equipment

- RE.421 Employees working on ammonia equipment shall be provided with an ammonia gas mask in good working condition.
- RE.422 Gas masks shall be supplied on the basis of one freon mask per service vehicle.
- RE.423 Employees shall not be required to supply rigging material and equipment.

RE.430 Welding

- RE.431 Testing costs to renew welding tickets shall be borne by the Contractor.
- RE.432 All welders and Refrigeration Journeypersons welding on galvanized material shall be paid at the rate of time and one-half for actual hours worked. All welders and Refrigeration Journeypersons welding on Sulphur Dioxide equipment shall be paid at the rate of double time for actual hours worked, and shall be supplied milk.

RE.440 Tools

- RE.441 The minimum set of hand tools to be supplied by the Employee shall be as follows:

1. tool box
2. flaring tools 1/4" to 5/8"
3. 1 set gauges
4. 1 gauge manifold c/w hoses
5. 1 set combination box and open end wrenches to 1"
6. 1 - 1/4" socket set
7. 1 - 3/8" socket set
8. 3 sizes Robertson screw drivers (No.6-8-10)
9. 3 sizes Phillips screw drivers
10. 1 - 8' measuring tape
11. 1 pair diagonal cutting pliers
12. 1 - 8" adjustable wrench
13. 1 ratchet service valve wrench 1/4" & 3/8" sizes
14. 1 - 3/8" bend spring
15. 1 - 1/2" bend spring
16. 1 - 5/8" bend spring
17. 1 leak detector (halide or bernzometric)
18. 1 hack saw
19. 1 ball peen hammer
20. 1 tube cutter to 1 5/8"
21. 1 Pair needle nose pliers
22. 1 - 10" vice grip or pipe wrench
23. 3 flat blade screw drivers  
(1 control size - 2 assorted)
24. 1 straight cut tin snips
25. 1 jack knife

- RE.442 The following tools shall be supplied:

- all pipe wrenches, vices, taps and dies
- all electric tools
- all electric measuring instruments
- all machinist measuring instruments
- all air and gas measuring devices
- all gas containers
- all welding equipment including welders gloves
- specialty tools

- vacuum pumps
- power tools

RE.450 Owner Operators

- RE.451 The expression "Owner Operator" as shown herein, shall mean Rig Welder who performs work within the jurisdiction of the Affiliated Union for pay, remuneration, or compensation of any kind.
- RE.452 Rig Welders shall not under any circumstances be engaged to perform work unless and until the Rig Welder prior to commencement of such signs a written form of authorization which shall be irrevocable during the period in which the Owner Operator performs such work authorizing and directing deductions from the pay, remuneration, or compensation earned by the Owner Operator, the sum required to pay the total contributions for trust funds for each hour and the supplemental dues check off for each hour earned.
- RE.453 The rate established for Owner Operators shall include all benefits that are otherwise contained in the Collective Agreement.

**APPENDIX "SH"**

ALLIED HYDRO COUNCIL

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

SHEETMETAL WORKERS TRADE SECTION

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**ARTICLE SH.100 - WAGES AND FUNDS**SH.110 Wage Rates and Classifications

		07/2008	07/2009	07/2010
SH.111	Journey person Sheet Metal Worker	\$29.54	30.42	31.03
	Sheet Metal Worker Crew Leader "A"	33.06	34.05	34.73
	Sheet Metal Worker Crew Leader "B"	31.80	32.75	33.40
	Journey person Sheet Metal Welder (on jobsite)	29.43	30.31	30.91
	Sheet Metal Welder	24.62	25.36	25.87
	Material Person	21.87	22.52	22.97

SH.112 The Journey person Sheet Metal Work and Crew Leader rates include a ten cents (\$0.10) per hour tool and clothing allowance. Only Apprentice rates are calculated at the appropriate percentage of the Journey person rates exclusive of tool allowance.

SH.113 Apprentices

0 - 1600 hours	50%	14.72	15.16	15.47
1601 - 3200 hours	60%	17.66	18.19	18.56
3201 - 4800 hours	70%	20.61	21.22	21.65
4801 - 6400 hours	80%	23.55	24.26	24.74

SH.114 Apprenticeship

Any shop employing six (6) Sheet Metal Workers' must employ one (1) Apprentice.

SH.120 Vacations and Statutory Holiday Pay Rates

Statutory Holiday and Vacation Pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

SH.130 Health and Welfare, and Pension Plan FundsSH.131 Welfare Fund

Two dollars and ninety-two cents (\$2.92) per hour shall be paid to the Trustees of the Sheet Metal Workers Welfare Fund.

SH.132 Pension Fund

Three dollars and thirty-eight cents (\$3.38) per hour shall be paid to the Trustees of the Sheet Metal Workers Pension Fund.

SH.140 Other FundsSH.141 Apprenticeship and Training Fund

Nineteen cents (\$0.19) per hour shall be paid to the Trustees of the Sheet Metal Workers Apprenticeship and Training Fund.

SH.142 Centennial and Promotion

Three cents (\$0.03) per hour shall be paid to the Trustees of the Sheet Metal Workers Local 280.

SH.143 Sheet Metal Industry Fund

Eighteen cents (\$0.18) per hour shall be paid to the Sheet Metal Industry Fund.

**ARTICLE SH.200 - CREW LEADER**

- SH.201 It is the intent of both parties to this Agreement that the term "Crew Leader" shall mean any Journey person Employee who is designated to supervise the activities of other Employees.
- SH.202 A Journey person Sheet Metal Worker is a "B" Crew Leader when three (3) to seven (7) workers (inclusive of Crew Leader) are employed on any job. A Journey person Sheet Metal Worker as "A" Crew Leader when over seven (7) workers are employed on any job.
- SH.203 In shops, a Journey person Sheet Metal Worker is a "B" Crew Leader when up to five (5) workers (inclusive of Crew Leader) are employed in the shop. When over five (5) workers are employed in the shop on a regular or semi-regular basis, a Journey person Sheet Metal Worker is "A" Crew Leader. Shop Crew Leader rates shall not have cause to fluctuate up and down by temporary changes in the workforce. All workers working in the shop shall be under the supervision of the Shop Crew Leader.
- SH.204 An "A" Crew Leader shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any one (1) job.

**ARTICLE SH.300 - DUES**

- SH.301 Deduction of dues shall be made from any earnings accrued in each month, from each and every Employee covered by this Agreement, an amount established by the Affiliated Union.
- SH.302 The total amount deducted with an itemized statement of same shall be forwarded to the Affiliated Union by the fifteenth (15th) day of the following month.
- SH.303 Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Affiliated Union shall inform the Employer in writing sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

**ARTICLE SH.400 - SPECIAL CONDITIONS**

SH.410 Material Persons

- SH.411 In the shop, Material Persons shall not work on the fabrication of material coming within the jurisdiction of this Agreement.
- SH.412 Material Persons shall be permitted to clean, paint and crate.
- SH.413 On job sites Material Persons shall be allowed to caulk existing duct systems and can be the fourth person on an architectural sheet metal crew providing that person only moves material and also material handling to the storage area

provided on each floor and the handling for removal of oil, excess and waste materials from the job.

SH.414 Rate of pay to be based on seventy-five (75%) of the Journeyperson's rate.

SH.420 Welders

SH.421 Welders shall be classed as Journeypersons, and shall receive Journeyperson wages except those welders who, in the shop, weld on assembly work and/or weld for a Journeyperson who does the fitting in preparation for the weld or who completes the weld. Such welders shall receive as wages not less than eighty-five percent (85%) of the Journeyperson's rate of pay.

SH.422 All costs incurred in the Certification of Welders as required shall be paid except that the individual Welder shall pay for any required registration or Welder's fees. If the Welder fails to pass the test, pay for testing time shall not be required.

SH.423 Applicants for membership in the Sheet Metal Workers Local 280 as Journeyperson Welders must prove their capabilities. A valid C.W.B. or D.P.W. certification shall be accepted as proof.

SH.424 All welding performed in the field shall be done at the Journeyperson's rate of pay.

SH.430 Older Workers

It shall be the policy of the Contractor to endeavour, where there are six (6) or more Journeypersons employed to have every sixth (6th) Journeyperson of the age of fifty (50) years or over, if available.

SH.440 Tools

SH.441 Journeyperson Sheet Metal Workers shall possess for use, in good condition, a standard set of hand tools as follows:

- 1 pair hand shears (bulldog and stripping)
- 2 pair aircraft snips (right and left)
- 1 pair pliers (with side cutter)
- 1 cold chisel
- 1 set dividers
- 1 adjustable wrench (8" or better)
- 1 medium drift pin
- 1 pair folders (vise-grip type)
- 1 level (12" - 18")
- 1 tri square
- 3 assorted screwdrivers
- 1 measuring tape
- 1 hacksaw frame
- 1 scratch awl
- 2 hammers (one tinners)
- 1 centre punch
- 1 standard vice-grip pliers
- 1 set Trammel Points
- 1 plumb-bob chalk line
- 1 tool box
- 1 safety hat (on construction)

SH.442 Journeypersons shall not supply power tools, extension cords, pop-riveters, non-expendable items of any description, i.e.

drill bits, saw blades, etc. Nor shall they supply any other pieces of equipment not normally considered as hand tools, i.e. no. 1 punches, chute or rope falls, come-a-longs, etc.

- SH.443 Apprentice Sheet Metal Workers and Cladders shall, after the second full pay period from the start of their indenture, supply themselves with a minimum set of hand tools as follows:

- 1 pair hand shears (bulldog)
- 2 pair aircraft snips (right and left)
- 1 pair pliers
- 1 pair folders (vise-grip type)
- 1 tri square
- 1 screwdriver (8")
- 1 measuring tape
- 1 scratch awl
- 1 hammer (tinners)
- 1 tool box
- 1 safety hat (on construction)

This list shall be added to as their Apprenticeship progresses so that by the time the Apprentice enters the fourth (4th) year, tools shall be in line with the above list.

- SH.444 Employees hired specifically as Welders under the terms of this Agreement shall supply only helmet, gloves and chipping hammer.

**APPENDIX "SHR"**

ALLIED HYDRO COUNCIL

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

ROOFERS TRADE SECTION

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**ARTICLE SHR.100 - WAGES AND FUNDS**SHR.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

Journeyman Roofer		\$26.45	27.24	27.78
Roofer Crew Leader "A"		29.58	30.47	31.08
Roofer Crew Leader "B"		28.83	29.69	30.28
Inexperienced Workers 50%		13.23	13.62	13.89
Roofer Apprentices:				
1 <sup>st</sup> period 300 hours	50%	13.23	13.62	13.89
2 <sup>nd</sup> period 300 hours	55%	14.55	14.98	15.28
3 <sup>rd</sup> period 700 hours	65%	17.19	17.71	18.06
4 <sup>th</sup> period 700 hours	75%	19.84	20.43	20.84
5 <sup>th</sup> period 700 hours	80%	21.16	21.79	22.22
6 <sup>th</sup> period 700 hours	90%	23.81	24.52	25.00

(for Shingle Workers see Article SHR.460)

SHR.111 An indentured apprentice shall not proceed to the 4th period rate of pay (80%) or 75% for an apprentice indentured after August 1, 1988 until successful completion of the apprentice's first year school session. An indentured apprentice shall not proceed to the 6th period rate of pay (90%) or 5th period rate of pay (80%) for an apprentice indentured after August 1, 1988 until successful completion of the apprentice's second year school session.

SHR.112 Classifications

- (a) The term Journeyman Roofer shall be inclusive of the terms: Built-up Roofer; Tiler; Slater; Shingler; Dampproofers; Waterproofers; Caulker; Applicator (of fluid plastic decking, roofing and batting, etc.) and any other term commonly used in the industry.
- (b) Inexperienced workers shall mean those employed solely to do work in a labouring capacity ie. (manual tasks involved in tear-offs, shovelling, gravel and moving materials).

## SHR.113 Apprenticeship

- (a) Where four (4) or more Journeymen are employed, the Contractor shall be required to employ at least one (1) Apprentice.
- (b) Apprentices shall be expected to obtain an appropriate tool kit.
- (c) After completion of six hundred (600) hours, an Inexperienced Worker may make application for a Roofing Apprenticeship with the Joint Apprenticeship Committee of the Roofing Industry. Inexperienced Workers shall not be required to enter the Apprenticeship Program.

SHR.120 Vacation and Statutory Holiday Pay Rates

Statutory Holiday and Vacation pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

SHR.130 Health and Welfare, and Pension Plan Funds

SHR.131 Welfare Fund

Three dollars and twenty-nine cents (\$3.29) per hour shall be paid to the Trustees of the Sheet Metal Workers Welfare Fund. Contributions remitted on behalf of Inexperienced Workers who do not qualify for Health and Welfare benefits shall be refunded.

(For Shingle Workers see SHR.460)

SHR.132 Pension Fund

Three dollars and thirty-nine cents (\$3.39) per hour with the exception of Inexperienced Workers, shall be paid to the Trustees of the Sheet Metal Workers Pension Fund.

(For Shingle Workers see SHR.460)

SHR.140 Other Funds

SHR.141 Roofers Apprenticeship and Training Fund

(a) Seventy-six cents (\$0.76) per hour shall be deducted from Apprentice wages and remitted to the Trustees of the Roofers Apprenticeship and Training Fund. Such moneys shall be administered for the purpose of subsidizing lost wages while apprentices are attending Apprenticeship School.

(b) Thirteen cents (\$0.13) per hour in any job classification, with the exception of Inexperienced Workers, shall be paid to the Trustees of the Roofers Apprenticeship and Training Fund.

SHR.142 Roofing Contractors Association Fund

Ten cents (\$0.10) per hour shall be paid by the Contractor to the Roofing Contractors Association Fund.

SHR.143 Sheetmetal Occupational Health Institute

One cent (\$0.01) per hour shall be paid to the Sheetmetal Occupational Health Institute Fund.

(For Shingle Workers see SHR.460)

**ARTICLE SHR.200 - CREW LEADER**

SHR.201 Crew Leader shall mean any Journeyperson Employee designated to supervise the activities of other Employees.

SHR.202 The Contractor shall designate a Journeyperson Roofer as a "B" Crew Leader when three (3) to seven (7) workers (inclusive of Crew Leader) are employed on a job site. The Contractor shall designate a Journeyperson Roofer as "A" Crew Leader when over seven (7) workers are employed on any job site.

SHR.203 An "A" Crew Leader shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any one job site.

**ARTICLE SHR.300 - DUES**

SHR.301 Dues deductions shall be made from earnings accrued in each month, from each and every Employee covered by this Agreement in an amount established by the Affiliated Union.

SHR.302 The total amount deducted, with an itemized statement of same, shall be forwarded to the Affiliated Union by the 15th day of the following month.

SHR.303 Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Affiliated Union shall inform the Contractor in writing sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

SHR.304 Permit fees for inexperienced workers shall be deducted at the same rate as roofing apprentice dues.

**ARTICLE SHR.400 - SPECIAL CONDITIONS**

SHR.410 Safety

SHR.411 Safe ladders, properly maintained and guarded kettles and other appurtenances of the Trade shall be provided on all jobs.

SHR.412 Whenever a heating kettle is used, there shall be not less than two (2) workers on the job at all times except for preliminary heating where other Employees are expected to arrive shortly.

SHR.413 Employees shall provide themselves with Safety Hats and shall wear at all times on B.U.R. jobs, such clothing that shall at all times completely cover the arms and legs.

SHR.414 Employees should not and shall not work with workers who are incapacitated through consumption of alcohol.

SHR.415 Where necessary safety equipment is supplied and the worker has been instructed in writing on the use of same, the Employee's failure to use safety equipment or practices shall be cause for dismissal.

SHR.420 Tools

SHR.421 A Journeyperson Roofer shall possess in good condition, at the Employee's own expense, a minimum standard set of hand tools and accessories to enable the Employee to carry out work efficiently as follows:

- 1 screwdriver
- 1 crescent wrench (8")
- 1 pair combination snips
- 1 hammer (straight claw)
- 1 measuring rule
- 1 pair of gloves
- 1 set of roofing knives
- 1 roofer's hatchet



- 1 pointing trowel
- 1 safety hat
- 1 tool box or bag

SHR.422 By mutual agreement, the above list may be modified for certain branches of the Trade such as Tilers, Plastic Deck Applicators, etc.

SHR.423 Inexperienced Workers shall provide safety hats and gloves.

SHR.424 Coveralls shall be supplied to all classifications in Roofing, restricted as follows:

1. Forty-five (45) days employment
2. Replacement cost be paid by Employees for abnormal wear and tear
3. Provided at the shop where available
4. Must be requested by Employee
5. Must be turned in on Fridays to receive clean pair on Mondays.
6. Employees pay deposit prior to receiving coveralls.

SHR.430 Older Workers

It shall be the policy to endeavour, where there are five (5) or more Journeypersons employed to have every fifth Journeyperson of the age of fifty (50) years or over, if available.

SHR.440 Moonlighting

SHR.441 No regularly employed member of the Affiliated Union shall engage in the practice of "Moonlighting".

SHR.442 No Contractor shall employ or continue to employ anyone known to be "Moonlighting".

SHR.443 "Moonlighting" shall only be considered as such when it is in excess of the regular work-day or work-week of the regular job.

SHR.444 The Affiliated Union shall also take disciplinary measures against "Moonlighting" members or members who "contract" in competition to their regular Contractors.

SHR.450 Duties of Employees

It shall be the duty of each Employee to:

- (a) Perform a fair day's work for the wages enumerated in this Agreement;
- (b) Obey all lawful instructions of the Contractor that are not contrary to the meaning or intent of this Agreement;
- (c) Constantly improve their qualifications and ability;
- (d) Show up for work on time in a fit and responsible condition;
- (e) Have the tools at all times that are called for in this Agreement;
- (f) Work safely for the protection of self and others;

- (g) Take no part in, "Moonlighting" or other improper practices;
- (h) Inform the Contractor as quickly as possible when unavailable due to sickness, etc.; and to
- (i) Work generally in accordance with the spirit of this Agreement governing the Roofing Industry.

SHR.460 Shingle Work

Shingle work shall be defined as the covering of steep and similar roof frames with unitized materials such as wood, metal, tile, slate and asphalt shingles.

(a) Wages

Employees shall be required to negotiate a "per square" price for their services on each job. This price shall be the method of wage payment for all work performed under this Addendum.

The "per square" price shall be an all inclusive sum (i.e. regular wages, overtime, vacations and holiday pay) for the hours of work involved in the installation of a roof section. Premiums paid for Unemployment Insurance, Canada Pension Plan, and Workers' Compensation coverage shall not be included in the "per square" price.

(b) Health and Welfare, and Pension Plan Funds

Contributions of a flat amount each month (equivalent to one hundred and twenty (120) hours times the applicable rate) shall be made to the Trustees of the Sheet Metal Workers Health and Welfare and Pension Funds, for each person employed.

(c) Other Funds

Contributions of a flat amount each month (equivalent to one hundred and twenty (120) hours times the applicable rate) shall be made to the Affiliated Union for all other funds contained in the Trade Sector, for each person employed

**APPENDIX "TE"**

ALLIED HYDRO COUNCIL

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TEAMSTERS TRADE SECTION

INDEX

- TE.100 WAGES AND FUNDS
  - TE.110 WAGE RATES AND CLASSIFICATIONS
  - TE.120 VACATION AND STATUTORY HOLIDAY PAY RATES
  - TE.130 HEALTH AND WELFARE, AND PENSION PLAN FUNDS
  - TE.140 OTHER FUNDS
  
- TE.200 CREW LEADER
  
- TE.300 DUES
  
- TE.400 SPECIAL CONDITIONS
  - TE.410 GENERAL
  - TE.420 UNDERGROUND
  - TE.430 BUS WARMUP
  - TE.440 DEPENDENT CONTRACTORS AND OWNER OPERATORS

**ARTICLE TE.100 - WAGES AND FUNDS**TE.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

TE.111 Group #1

- |     |  |       |       |       |
|-----|--|-------|-------|-------|
| (a) | Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps-65 yards to 85 yards (add \$0.22 for each additional 20 yards)                               |       |       |       |
| (b) | End Dump Trucks (measured capacity of dump, but including side boards if used) -60 yards - less than 72 yards (add (\$0.10 for each additional 12 yards) |       |       |       |
| (c) | Lowbeds - over 150 tons  |       |       |       |
| (d) | Warehouseperson - Class 1  | 29.31 | 30.19 | 30.79 |

Group #2

- |     |  |       |       |       |
|-----|--|-------|-------|-------|
| (a) | Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps - 45 yards to 65 yards                             |       |       |       |
| (b) | Concrete Buggies, scootcrete or converted equipment, whichever is greater - 16 yards and over                  |       |       |       |
| (c) | End Dump Trucks (measured capacity of dump, but including side boards if used) - 36 yards - less than 60 yards | 28.90 | 29.77 | 30.37 |

Group #3

- |     |  |       |       |       |
|-----|--|-------|-------|-------|
| (a) | End Dump Trucks (measured capacity of dump, but including side boards if used) - 24 yards - less than 36 yards |       |       |       |
| (b) | Logging Trucks   |       |       |       |
| (c) | Transit Mixers, agitators, mobile mix and all other similar vehicles over 13 yards                             | 28.57 | 29.43 | 30.02 |

Group #4

- |     |   |  |  |  |
|-----|---|--|--|--|
| (a) | Concrete Buggies, scootcrete or converted equipment, whichever is greater - 10 yards up to 16 yards           |  |  |  |
| (b) | End Dump Trucks (measured capacity of dump but including side boards if used) - 12 yards - less than 24 yards |  |  |  |

- (c) Lowbeds - 100 tons and up to 150 tons
- (d) Straddle Carriers, if equipped with crane
- (e) Transit Mixers, agitators, mobile mix and all other similar vehicles - 9 and up to 13 yards
- (f) Turnarockers and similar equipment - over 30 yards
- (g) Warehouseperson - Class II

07/2008	07/2009	07/2009
28.42	29.27	29.86

Group #5

- (a) Bottom Dumps, all makes, Trailers and Semi-Trailers Dumps less than 45 yards
- (b) Load Luger and similar equipment 3 tons and over
- (c) Lowbeds up to 100 tons
- (d) Straddle Carriers
- (e) Turnarockers and similar equipment all makes up to 30 yards
- (f) Large Tile Trailers

28.24	29.09	29.67
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Group #6

- (a) "A" Frame; Swedish Type Truck Crane; Pitman; Hiab and Stinger; Boom Trucks; Semi-Trailer with Hiab, etc. (excluding pup trailer units) over 5 tons lifting capacity
- (b) Concrete Buggies, scootcrete or converted equipment, whichever is greater up to 10 yards
- (c) End Dump Trucks (measured capacity of dump, but including side boards if used) - 8 yards - less than 12 yards
- (d) Load Luger and similar equipment under 3 tons
- (e) Nodwells, Bombardiers and similar equipment
- (f) Service Truck Driver
- (g) Transit Mixers, agitators, mobile

mix and all other similar vehicles  
up to 9 yards

07/2008	07/2009	07/2010
28.13	28.97	29.55

Group #7

- (a) "A" Frame; Swedish Type Truck Crane; Pitman; Hiab and Stinger; Boom Trucks, Semi-Trailer with Hiab, etc. (excluding pup trailer units) up to and including 5 tons lifting capacity
- (b) Asphalt Spray Trucks - Semi-Trailers
- (c) Dispatcher
- (d) Dumpsters (Mules)
- (e) End Dump Trucks (measured capacity of dump, but including side boards if used) - less than 8 yards
- (f) Flat Deck Trucks 10 tons and over
- (g) Forklifts, Lumber stackers, cranemobiles, etc. over 4 tons lifting capacity
- (h) Fuel trucks-4,000 gallons and over (does not include semis or trailers)
- (i) Semi-Trailers, Pole Trailers
- (j) Water Trucks 4,000 gallons and over (does not include semis or trailers)

27.86	28.70	29.27
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Group #8

- (a) Asphalt Spray Trucks
- (b) Farm type Tractors
- (c) Flat Deck Trucks up to 10 tons
- (d) Forklifts, Lumber stackers, cranemobiles, etc. up to and including 4 tons lifting capacity
- (e) Fuel trucks up to 4,000 gallons
- (f) Personhaul, Crummie, Bus and all equipment transporting personnel (requires "Class 2" License)
- (g) Power Wagons (with and without winch)
- (h) Water Trucks up to 4,000 gallons

(h)	Warehouseperson - Class III	07/2008	07/2009	07/2010
		27.64	28.47	29.04

Group #9

(Eighty percent (80%) of Group 8 Rates)

(a)	Pickup and Panel Trucks and Pilot cars and similar equipment			
(b)	Warehouse Trainee Class IV	22.08	22.74	23.19

\* NOTE:

- End Dump Trucks equipped with side winders - add \$0.10 per hour
- End Dump Trucks with Small Tilt Trailer - add \$0.10 per hour
- End Dump Trucks with Pup Trailer - add \$0.30 per hour

TE.112 Warehouse Personnel - Classifications and Duties1. Warehouse Crew Leader

Where there are four (4) or more Warehousepersons under the Teamsters' jurisdiction, a Working Crew Leader shall be appointed by the Contractor and shall receive the Warehouse Crew Leader rate.

The Warehouse Crew Leader's rate shall be ten percent (10%) per hour above the Class 1 Warehouseperson's rate. The Warehouse Crew Leader shall not be selected from other than a Class I Warehouseperson.

2. Warehouseperson - Class I

Fully experienced in all warehouse procedures (office included) such as purchasing, kardex operation, stock control, invoices, specialized in ONE or more of the following: H.D. parts, materials and/or fittings for mechanical installations. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior specialized Warehouseperson in charge of the stock and warehouse personnel under the direction of warehouse management.

3. Warehouseperson - Class II

Qualified Warehousepersons able to receive, ship, identify, bin any and all general warehouse material and specialized parts or material for which they are classified and all paper work pertaining thereto; able to order material through parts books and to have sound knowledge of purchasing procedure and of the operation of the "Kardex" for the parts and/or material for which they are specialized.

4. Warehouseperson - Class III

Qualified to receive and ship material and handle paper work required; to check packing slips against

material received, the requisitions and purchase orders; to identify and requisition general warehouse material.

5. Warehouse Trainee - Class IV

Assigned to assist Warehousepersons; to learn the basic fundamentals of warehousing; to assist in the unloading of warehouse material which they shall check and to keep the warehouse and yard area in a clean and proper condition as directed by the Warehouseperson.

6. Warehouse Trainee

The Contractor agrees where three (3) or more Warehousepersons are employed on a job site one (1) shall be a Warehouse Trainee Class IV. Thereafter for each additional five (5) Warehousepersons another Class IV Trainee shall be employed.

7. Where more than one (1) Warehouseperson is hired for the Site for a particular Contractor, the first Warehouseperson shall be a Class 1 Warehouseperson.

TE.113 Higher & Lesser Wage Rates

- (a) Employees working in a higher hourly wage classification for four (4) hours or less, shall be paid the higher rate for a minimum of four (4) hours. If they work more than four (4) hours at the higher hourly wage classification, they shall be paid the higher rate for the entire shift.
- (b) At no time shall an Employee receive a lesser rate of pay than that for which the Employee has been hired, unless the Employee agrees to the lesser rate in writing which shall require the Employee's signature and the approval of the Affiliated Union Representative.

TE.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve percent (12%) of gross earnings.

TE.130 Health and Welfare, and Pension Plan Funds

TE.131 Health and Welfare Plan

Contributions shall be made of two dollars and thirty-eight (\$2.38) per hour to Teamsters, (Local 213) Health and Welfare Plan.

TE.132 Teamsters (Local Union No. 213) Pension Plan

Contributions shall be made of two dollars and ninety-four cents (\$2.94) per hour to the Teamsters (Local 213) Pension Plan.



**TE.140 Other Funds****TE.141 Teamsters Local Union No. 213 Training Trust Fund**

Contributions shall be made at the rate of twenty-four cents (\$0.24) per hour to the Teamsters Local Union No. 213 Training Trust Fund.

**TE.142 Teamsters Local Union No. 213 Building, Recreational and Legal Fund**

Contributions shall be made at the rate of eleven cents (\$0.11) per hour to the Teamsters Local Union No. 213 Building, Recreational and Legal Fund.

**ARTICLE TE.200 - CREW LEADER**

TE.201 If the Contractor works four (4) or more Employees on the same shift on any job or in a permanent area under the jurisdiction of Local No. 213 of the Teamsters Union, a Teamsters Crew Leader shall be employed at not less than ten percent (10%) per hour over the hourly rate of the highest Teamster classification supervised.

TE.202 When four (4) or more pieces of equipment are worked on the same shift, the Crew Leader shall not be called upon to operate equipment.

TE.203 When four (4) or more pieces of equipment are worked on the same shift on a job as provided for above, it is understood that all equipment within the jurisdiction of the Teamsters Union shall be under the supervision of the Teamsters Crew Leader.

TE.204 In addition to the above provisions, when the Contractor works twelve (12) or more pieces of equipment on the same shift on a job, the Contractor shall also employ a Working Crew Leader at ten percent (10%) per hour over the highest classification under the Working Crew Leader's supervision. When twenty (20) or more pieces of equipment are operated on the same shift on a job, the Working Crew Leader shall become or be replaced by a Crew Leader who shall not be called upon to operate equipment.

**ARTICLE TE.300 - DUES**

A dues supplement of sixty cents (\$0.60) per hour for each hour worked by all Employees shall be deducted and forwarded to the Affiliated Union's Dues Supplement Fund by the fifteenth (15th) day of the month following that to which they refer.

**ARTICLE TE.400 - SPECIAL CONDITIONS****TE.410 General**

TE.411 Protective clothing essential to the protection of Employees and their regular work clothes from unusual circumstances such as caustic chemicals, oil spills, etc., (i.e. slickers, gloves, hip boots, coveralls, etc.) shall be supplied by the Contractor at no cost to the Employee. However, should the foregoing items not be returned to the Contractor, the cost

of these items shall be deducted from any monies owing to the Employee.

TE.420 Underground

TE.421 Smoke time shall be determined by the conditions which exist at the particular time of blasting - weather, wind, ventilation, etc. After blasting operations, work shall be resumed at the discretion of the Shift Boss, however, a minimum of ten (10) minutes smoke time shall be allowed. Any grievance arising from smoke clearing time shall be referred to a Grievance Committee equally representative of labour and management. If necessary, consultation shall be held with the person or committee responsible for safety.

TE.422 Rubber boots, rubber clothing and rubber gloves, and safety hats (complete with suspension) shall be issued by the Contractor on a charge out basis and the cost of same shall be deducted from the Employee's wages. When returned to the Contractor's stores in reasonable condition on termination, the Employee shall be refunded the amount of the original deduction.

TE.423 When replacement of rubber clothing, rubber boots or rubber gloves is required due to excessive wear or accident, the Contractor shall supply same to Employees at no additional cost.

TE.424 Dry Room

On underground work, heated dry rooms complete with shower shall be provided.

TE.430 Bus Warmup

Employees assigned to drive buses or passenger vehicles shall report a minimum of fifteen (15) minutes prior to their regular starting time to start, warm up and carry out a safety check of the vehicle. This period is to be paid for at straight time rates of pay.

TE.440 Dependent Contractors and Owner Operators

TE.441 The terms and conditions set out hereunder are applicable only to Dependent Contractors and Owner Operators and constitute the entire agreement for monetary payment and benefits for Dependent Contractors and Owner Operators. The following Articles are applicable to Dependent Contractors and Owner Operators: Articles 1.000; 2.000; 3.000; 4.000; 5.000; 6.000; 7.000; 8.000; 10.100; 10.200; 10.300; 14.000; 15.000; 16.000; 18.000; 20.000; 21.000; 22.000; 23.000; 24.000; 25.000; TE.130; TE.140 and TE.440.

TE.442 In the Lower Mainland and Fraser Valley (described as Hope on the East, Vancouver on the West, the U.S. Border on the South, to Squamish on the North inclusive). Owner Operators/Dependent Contractors who are residents of the said city, town or village shall be paid as follows:

(a) RATES BASED ON LEGAL LOAD (GVW - TARE = LEGAL LOAD)

i) SINGLE AXLE - LEGAL LOAD

- \$3.67 Ton Hour Per Hour  
8 tons and under

\$29.36

	9 tons not including 10 tons	33.03
	10 tons not including 11 tons	36.70
ii)	TANDEM	
	- \$3.67 Ton Hour	
	Per Hour	
	15 tons and under	55.05
	16 tons not including 17 tons	58.72
	17 tons not including 18 tons	62.39
	Any tonnage over shall be at one (1) ton increments based on \$3.67 per ton hour.	
iii)	LOW PRODUCTION	
	Where loading and/or unloading time exceeds twenty (20) minutes per load, on asphalt patching, curb and gutter, sidewalk, sewer excavation and clean up work, the rates for tandem and single axle trucks shall be reduced by 10%. The low production rate shall apply only when the above condition is met for the major portion of the shift. Dependent Contractors must be advised and agree on this rate for work under this provision.	
iv)	COMBINATION UNITS	
	- Semi, Slider, Pup Transfer, etc.	
	- Legal Load of Combined Unit (Truck & Trailers)	
	- \$2.60 Ton Hour Per Hour	
	27 tons up to and not including 28 tons	\$70.20
	28 tons up to and not including 29 tons	72.80
	29 tons up to and not including 30 tons	75.40
	30 tons up to and not including 31 tons	78.00
	31 tons up to and not including 32 tons	80.60
	32 tons up to and not including 33 tons	83.20
	33 tons up to and not including 34 tons	85.80
	34 tons up to and not including 35 tons	88.40
	35 tons up to and not including 36 tons	91.00
	Any tonnage over shall be at one (1) ton increments based on \$2.60 per ton hour.	
v)	TRACTOR RATE	
	Up to and including 80,000 lbs.	\$53.00
	Over 80,000 lbs.	59.00
vi)	TANDEM DUMPS PULLING COMPANY OWNED TRAILERS	
	When pulling a Contractor owned trailer the legal load rate of the combination unit shall be reduced by fifteen percent (15%), i.e. 30 tons up to but not including 31 tons - \$78.00 less 15% = \$66.30.	
b)	Owner Operators/Dependents Contractor rates for all other areas of the province shall be settled at a local level for that area with the parties taking into consideration any competitive market rates that have been negotiated by the Teamsters Local Union No. 213.	

Out of Town Jobs

Where an Owner Operator/Dependent Contractor is requested by the Contractor to travel to jobs more than eighty (80) km (fifty [50] road miles) from the centre of any city, town or village in which the owner Operator/Dependent Contractor resides, or travels from a previous job location, the following shall apply:

Travel Allowance

The owner Operator/Dependent Contractor shall be paid thirty-one cents (\$0.31) per km (fifty cents (\$0.50) per mile) for each km or mile travelled to the job only. In order to qualify for the above, the Owner Operator/Dependent Contractor must remain on the job for fifteen (15) calendar days. However, in the event the Owner Operator/Dependent Contractor is laid off for lack of work when having been on the job less than fifteen (15) days, the Travel Allowance to the job shall be paid. If the Contractor fails to provide work and requires a Dependent Contractor to stand-by for more than two (2) consecutive days, the Owner Operator/Dependent Contractor, at the Owner Operator's/Dependent Contractor's option, shall be deemed to have been laid off.

(c) Flat Rate and Ton Mile Rate

The right is reserved to negotiate a rock haul rate, ton mile rate, or a load rate where no scales are available, providing the rate is not less than the legal load rate.

An Affiliated Union Representative shall be present at these negotiations. However, if a Representative is not available the rates established shall be submitted to the Affiliated Union within five (5) working days.

(d) Overtime

An additional eight dollars (\$8.00) per hour shall be paid for each hour worked in excess of eight (8) hours per shift, and each hour worked on Saturdays, Sundays and Statutory Holidays.

(e) Call-Out/Standby

When an Owner Operator/Dependent Contractor reports for work as instructed and no work is provided one (1) hour's pay shall be paid.

When an Owner Operator/Dependent Contractors is required to stand-by in excess of the call-out time, payment shall be made at the rate of hire for the first hour and at one-half (1/2) the rate of hire for each hour or portion thereafter.

Dependent Contractors shall be allowed two (2) breaks per shift of ten (10) minutes each in the same manner as Employees with no deductions taken for such time.

TE.444 Job Steward

Where there is no Teamster Job Steward on a job in the employ of the Contractor, an Owner Operator/Dependent Contractor may be appointed as Job Steward.

TE.445 Crew Leader

Where it is agreed between the Contractor and the Business Agent of the Local Affiliated Union because of specific conditions existing on a job that no Teamster Crew Leader is required under the provisions of Article TE.200, a Working Crew Leader may be required. When an Owner Operator/Dependent Contractor is designated as a Working Crew Leader, the all found rate shall be increased by the appropriate Crew Leader's increase.

TE.446 Safety

Each Dependent Contractor shall as a condition of employment be registered with the Workers' Compensation Board of B.C., either as an employer or as an independent operator and shall furnish proof of good standing with the Board with respect to current assessments. Dependent Contractors shall be responsible for the safe operating condition of their equipment.

TE.447 Hold Back

The Contractor/Employer may hold back an amount not to exceed five percent (5%) of the gross amount earned by the Dependent Contractor in the first sixty (60) days of employment. Upon completion of employment, satisfactory proof must be furnished to the Contractor that all indebtedness and/or obligations incurred by the Dependent Contractor in connection with the job on which they are engaged have been discharged. Such hold back shall be paid within twenty (20) days of the required proof being given.

TE.448 Method of Payment

Payment for work carried out each month shall be made by the last day of the following month.

Upon request, the Owner Operator/Dependent Contractor shall be entitled to an advance payable by the end of the first month of hire. This advance shall be to a maximum of seventy percent (70%) of the value of work carried out between the 1st and 15th of the month.

Thereafter, the Owner Operator/Dependent Contractor shall be entitled to, upon request, a mid-month advance. This advance shall be to a maximum of seventy percent (70%) of the value of work carried out between the 16th and the end of the previous month.

These advances shall be deducted from the month end payments.

In the event that the Owner Operator/Dependent Contractor has not received payment for the previous month's billing as

described above, interest of one and one-half percent (1-1/2%) per month shall be applied to the overdue amounts.

TE.449 Dues Supplement, Health, Welfare and Pension and Payroll Funds

Dues Supplement shall be deducted in accordance with Article TE.300 of this Trade Section. The Contractor/Employer agrees to deduct Health and Welfare, and Pension in the amounts provided for in this Trade Section.

TE.450 Teamsters Advancement Fund (Owner Operator/Dependent Contractor)

Contributions shall be made at the rate of ten cents (\$0.10) per hour.

TE.451 Daily Time Reports

These reports shall be submitted to the Contractor on the Standard Teamster Report Form or on a comparable form supplied by the Contractor or Employer.

**APPENDIX "TER"**

ALLIED HYDRO COUNCIL

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

ROADBUILDING TRADE SECTION

This Trade Section shall apply when Employees are performing the following construction work: Federal, Provincial, or Municipal roads and highways, access roads to Projects, all asphalt paving of roads and parking lots, and railway construction.

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**ARTICLE TER.100 - WAGES AND FUNDS**TER.110 Wage Rates and Classifications

	07/2008	07/2009	07/2010
TER.111 Dispatcher	25.40	26.16	26.68
Turnarockers and similar equipment all makes up to 30 yards	25.84	26.62	27.15
Over 30 yards	25.96	26.74	27.27
Bottom Dumps all makes. Trailers and semi-trailers dumps - less than 45 yards	25.90	26.68	27.21
Add 20 cents (\$0.20) for each additional 20 yards			
Logging Trucks	26.09	26.87	27.41
Lumber Stackers, Carriers, Forklifts, Cranemobiles and similar equipment	25.61	26.38	26.91
Straddle Carriers	25.81	26.58	27.11
Straddle Carriers if equipped with Crane	25.99	26.77	27.31
Load Luger and similar equipment under 3 Tons	25.68	26.45	26.98
3 Tons and over	25.81	26.58	27.11
Transit Mixers up to 5 yards and all other vehicles when hauling concrete shall be paid a minimum of this rate, or the rate of the equipment used if higher than this.	25.03	25.78	26.30
Transit Mixer over 5 yards	25.77	26.54	27.07
Mobile Mix Trucks up to 5 yards	25.89	26.67	27.20
Mobile Mix Trucks 5 yards and over	26.09	26.87	27.41
Dumptors (Mules)	25.52	26.29	26.82
End Dump Trucks (measured capacity of dump but including side boards, if less than 8 yards)	25.36	26.12	26.64
8 yards - less than 12 yards	25.69	26.46	26.99
12 yards - less than 24 yards	25.89	26.67	27.20
Add ten cents (\$0.10) for each additional 12 yards capacity			
End Dump Trucks equipped with side winders - add ten cents (\$0.10) per hour.			
All Semi-Trailer, Pole Trailers	25.52	26.29	26.82
When equipped with Hiab or Swedish Type Crane	25.65	26.42	26.95
Tilt Trailer - Small - twenty cents (\$0.20) per hour. Pup, Transfer or Slider Trailer - sixty cents (\$0.60) per hour			
Lowbeds	26.32	27.11	27.65
Asphalt Spray Trucks	25.54	26.31	26.84
Asphalt Spray Trucks, Semi-Trailers	25.78	26.55	27.08
Personhaul, Crummie, Bus and all equipment transporting personnel (requires Class 2 License with air endorsement)	25.24	26.00	26.52
Small forklifts and similar equipment used in the warehouse	25.16	25.91	26.43
Fuel Trucks up to 2,000 gallons	25.19	25.95	26.47
2,000 gallons up to 4,000 gallons	25.31	26.07	26.59
4,000 gallons and over (does not include semis or trailers)	25.44	26.20	26.72
Water Trucks up to 2,000 gallons	25.13	25.88	26.40



	07/2008	07/2009	07/2010
2,000 gallons up to 4,000 gallons	25.24	26.00	26.52
4,000 gallons and over (does not include semis and trailers)	25.38	26.14	26.66
Converted equipment shall be paid at the equipment rate or the converted unit rate whichever is the greater.			
Flat Deck Trucks under 4 tons	25.13	25.88	26.40
4 tons up to 10 tons	25.24	26.00	26.52
10 tons and over	25.38	26.14	26.66
Equipped with winch add ten cents (\$0.10)			
"A" Frame and Swedish type Crane, Trucks, Hiab, etc.	25.50	26.27	26.80
Pick-up and Panel Trucks and Pilot Cars and similar equipment	24.73	25.47	25.98
Power Wagon	25.19	25.95	26.47
Power Wagons with winch	25.31	26.07	26.59
Service Truck Driver	25.67	26.44	26.97
Nodwell, Bombardiers and similar equipment	25.73	26.50	27.03
Farm type tractor	25.07	25.82	26.34
Scotcrete and similar equipment	25.69	26.46	26.99
Warehouseperson Class 1	26.12	26.90	27.44
Warehouseperson Class 2	25.86	26.64	27.17
Warehouseperson Class 3	25.40	26.16	26.68
Warehouseperson Class 4	24.57	25.31	25.82
Field Warehouse Pick-Up Person	25.40	26.16	26.68
When required to do Class 2 warehouse duties	25.86	26.64	27.17

TER.112 Warehouse Classifications

(a) Warehouse Crew Leader

Where there are four (4) or more Warehousepersons under the Teamsters' jurisdiction, a Working Crew Leader shall be appointed by the Contractor and shall receive the Warehouse Crew Leader rate.

The Warehouse Crew Leader's rate shall be ten percent (10%) per hour above the Class 1 Warehouseperson's rate. The Warehouse Crew Leader shall not be selected from other than a Class 1 Warehouseperson.

(b) Warehouseperson - Class 1

Fully experienced in all warehouse procedures (office included) such as purchasing, kardex operation, stock control, invoices, specialized in ONE or more of the following: H.D. parts, materials and/or fittings for mechanical installations. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior specialized Warehouseperson in charge of the stock and warehouse personnel under the direction of warehouse management.

(c) Warehouseperson - Class 2

Qualified Warehousepersons able to receive, ship, identify, bin any and all general warehouse material

and specialized parts or material for which they are classified and all paper work pertaining thereto; able to order material through parts books and to have sound knowledge of purchasing procedure and of the operation of the "Kardex" for the parts and/or material for which they are specialized.

(d) Warehouseperson - Class 3

Qualified to receive and ship material and handle paper work required; to check packing slips against material received, the requisitions and purchase orders; to identify and requisition general warehouse material.

(f) Warehouse Trainee - Class 4 (Helper)

Assigned to assist Warehousepersons; to learn the basic fundamentals of warehousing; to assist in the unloading of warehouse material which they shall check and to keep the warehouse and yard area in a clean and proper condition as directed by the Warehouseperson.

TER.113 Higher & Lesser Wage Rates

(a) Employees working in a higher hourly wage classification shall be paid the higher rate for the entire shift. (Clause not applicable to Dependent Contractors.)

(b) At no time shall an Employee receive a lesser rate of pay than that for which they have been hired, unless the Employee agrees to the lesser rate in writing which shall require the Employee's signature. (Clause not applicable to Dependent Contractors.)

TER.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at the rate of twelve and one half percent (12.5%) of gross earnings.

TER.130 Health and Welfare, and Pension Plan Funds

TER.131 Health and Welfare Plan

Contributions shall be made of two dollars and thirty-eight cents (\$2.38) per hour to Teamsters, (Local 213) Health and Welfare Plan. (Not applicable to Dependent Contractors.)

TER.132 Teamsters (Local Union No. 213) Pension Plan

Contributions shall be made of two dollars and forty-four cents (\$2.44) per hour to the Teamsters (Local 213) Pension Plan. (Not applicable to Dependent Contractors.)

TER.140 Other Funds

TER.141 Training and Upgrading Fund

Contributions shall be made at the rate of twenty-six cents (\$0.26) per hour to the Teamsters Local Union No. 213 Training and Upgrading Programme.

Contributions at the rate of two dollars and forty cents (\$2.40) per day shall be paid for Owner Operators working on a Flat Rate or Ton Mile Rate. (Clause applicable only to Dependent Contractors.)

TER.142 Teamsters Advancement Fund

Contributions at the rate of fourteen cents (\$0.14) per hour shall be made to the Teamsters Advancement Fund. (Clause not applicable to Dependent Contractors.)

TER.143 Advancement Fund (Owner Operator/Dependent Contractor)

Contributions at the rate of seven cents (\$0.07) per ton hour shall be made for each Owner Operator/Dependent Contractor covered by this Agreement.

e.g.

15 tons = thirty cents (\$0.30) per ton hour  
 16 tons = thirty-two cents (\$0.32) per ton hour  
 34 tons = sixty-eight cents (\$0.68) per ton hour  
 35 tons = seventy cents (\$0.70) per ton hour

When Owner Operators/Dependent Contractors are working on a Flat Rate or Ton Mile Rate, the Employer shall make contributions at the rate of their net load.

e.g.

15 tons = three dollars (\$3.00) per day  
 16 tons = three dollars and twenty cents (\$3.20) per day  
 34 tons = six dollars and eighty cents (\$6.80) per day  
 35 tons = seven dollars (\$7.00) per day.

(Clause applicable to Owner Operators/Dependent Contractors.)

TER.144 Teamsters Owner Operator Building, Recreational and Legal Fund

Deductions shall be made at the rate of seven cents (\$0.07) per hour and remitted to the Teamsters Local Union No. 213 Owner Operator Building, Recreational and Legal Fund.

**ARTICLE TER.200 - CREW LEADER**

TER.201 If the Contractor works four (4) or more Employees on the same shift on any job or in a permanent area under the jurisdiction of Local No. 213 of the Teamsters Union, a Teamsters Crew Leader shall be employed at not less than ten percent (10%) per hour over the hourly rate of the highest Teamster classification supervised.

TER.202 Crew Leader - Predominate Trade

The crew with the most members shall have the Crew Leader. On some crews the Crew Leader shall be Labourers, some Operating Engineers and on some Teamsters.

TER.203 When the Employer works six (6) or more Employees on any one (1) shift on any one job (number shall include owner operated and/or rented equipment) under the jurisdiction of Teamsters

Local Union No. 213. A Non-Operating Crew Leader position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Teamster classification supervised.

#### **ARTICLE TER.300 - DUES**

A dues supplement of forty-five cents (\$0.45) per hour for each hour shall be deducted and forwarded to the Affiliated Union by the fifteenth (15th) day of the month following the month to which they refer. Owner Operators/Dependent Contractors shall be deducted four dollars and fifty cents (\$4.50) per day when working on a Flat Rate or Ton Mile Rate.

#### **ARTICLE TER.400 - SPECIAL CONDITIONS**

##### TER.410 General

TER.411 Essential protective clothing and rainwear shall be supplied at no charge to the Employee. In the event that an Employee does not return the foregoing items supplied by the Employer, the Employer shall charge the cost of same to the Employee and deduct this cost from any money owing to the Employee. (Not applicable to Dependent Contractors.)

##### TER.420 Bus Warmup

Employees assigned to drive buses or passenger vehicles shall report a minimum of fifteen (15) minutes prior to their regular starting time to start, warm up and carry out a safety check of the vehicle. This period is to be paid for at straight time rates of pay.

##### TER.430 Dependent Contractors and Owner Operators

TER.431 The terms and conditions set out hereunder are applicable only to Dependent Contractors and Owner Operators and constitute the entire agreement for monetary payment and benefits for Dependent Contractors and Owner Operators. The following Articles are applicable to Dependent Contractors and Owner Operators: Articles 1.000; 2.000; 3.000; 4.000; 5.000; 6.000; 7.000; 8.000; 10.100; 10.200; 10.300; 14.000; 15.000; 16.000; 18.000; 20.000; 21.000; 22.000; 23.000; 24.000; 25.000; TER.140 and TER.440.

TER.432 (a) RATES BASED ON LEGAL LOAD (GVW - TARE = LEGAL LOAD)  
All additional tonnage to be paid at the appropriate rate.

For cities, towns and villages. On all jobs situated within eighty (80) KM (fifty (50) road miles) of the centre of any city, town or village such Owner Operator/Dependent Contractors who are residents of said city, town, or village shall have their rates settled at a local level for that area with the parties taking into consideration any competitive market rate that have been negotiated by the Teamsters Local Union No. 213.

For the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Border on the South, to Squamish on the North, inclusive) the established area rates are as follows:

i) TANDEM

\$3.31 per ton hour

Per Ton Hour

14 tons and under	\$49.65
15 tons not including 16 tons	52.96
16 tons not including 17 tons	56.27
17 tons not including 18 tons	59.63

ii) LOW PRODUCTION

Where loading and/or unloading time exceeds twenty (20) minutes per load, on asphalt patching, curb and gutter, sidewalk, sewer excavation and clean up work, the rates for tandem and single axle trucks shall be reduced by ten percent (10%). The low production rate shall apply only when the above condition is met for the major portion of the shift. Dependent Contractors and Teamsters Local Union No. 213 must be advised and agree on this rate for work under this provision.

iii) COMBINATION UNITS

- Semi, Slider, Pup Transfer, etc.
- Legal Load of Combined Unit (Truck & Trailers)
- \$2.50 Ton Hour

Per Ton Hour

27 tons up to and not including 28 tons	\$67.50
28 tons up to and not including 29 tons	70.00
29 tons up to and not including 30 tons	72.50
30 tons up to and not including 31 tons	75.00
31 tons up to and not including 32 tons	77.50
32 tons up to and not including 33 tons	80.00
33 tons up to and not including 34 tons	82.50
34 tons up to and not including 35 tons	85.00
35 tons up to and not including 36 tons	87.50

iv) TRACTOR RATE

Up to and including 80,000 lbs.	\$51.00
Over 80,000 lbs.	55.00

v) TANDEM DUMPS PULLING COMPANY OWNED TRAILERS

When pulling a Contractor owned trailer the legal load rate of the combination unit shall be reduced by fifteen percent (15%), i.e. 30 tons up to but not including 31 tons - \$75.00 less 15% = \$63.75.

- b) In the event a Contractor does not have a piece of equipment available which is suitable to do the work, and providing a Company Employee does not lose work as a result, an Owner Operator/Dependent Contractor may be employed to pull company owned tilt trailer.

Out of Town Jobs

Where an Owner Operator/Dependent Contractor is requested by the Contractor to travel to jobs more than eighty (80) km (fifty [50] road miles) from the centre of any city, town or village in which the owner Operator/Dependent Contractor resides, or travels from a previous job location, the following shall apply:

Travel Allowance

The owner Operator/Dependent Contractor shall be paid thirty-one cents (\$0.31) per km (fifty cents (\$0.50) per mile) for each km or mile travelled to the job only. In order to qualify for the above, the Owner Operator/Dependent Contractor must remain on the job for fifteen (15) calendar days. However, in the event the Owner Operator/Dependent Contractor is laid off for lack of work when having been on the job less than fifteen (15) days, the Travel Allowance to the job shall be paid. If the Contractor fails to provide work and requires a Dependent Contractor to stand-by for more than two (2) consecutive days, the Owner Operator/Dependent Contractor, at the Owner Operator's/Dependent Contractor's option, shall be deemed to have been laid off.

(c) Flat Rate and Ton Mile Rate

The right is reserved to negotiate a rock haul rate, ton mile rate, or a load rate where no scales are available, providing the rate is not less than the legal load rate.

When an Owner Operator/Dependent Contractor works on a job the average haul rate shall not be less than the hourly rate as contained in the Agreement and based on the following formula. On jobs less than 45 days the average shall be taken for the duration of the job. On jobs more than 45 days duration, an averaging shall be done in each calendar month, at no cost to the Owner Operator/Dependent Contractor or the Union. If there is a shortage, it is to be adjusted by the fifteenth (15th) day following the month worked, this adjustment shall be paid on a separate cheque. A Union representative shall be present at these negotiations. However, if a representative is not available, the rates established shall be submitted to the Union within five (5) working days.

(d) Overtime

An additional eight dollars (\$8.00) per hour shall be paid for each hour worked in excess of eight (8) hours per shift, and each hour worked on Saturdays, Sundays and Statutory Holidays.

(e) Call-Out/Standby

When an Owner Operator/Dependent Contractor reports for work as instructed and no work is provided one (1) hour's pay shall be paid.

When an Owner Operator/Dependent Contractor is required to stand-by in excess of the call-out time, payment shall be made at the rate of hire for the first hour and at one-half (1/2) the rate of hire for each hour or portion thereafter.

TER.433 Working Conditions

Dependent Contractors shall be allowed two (2) breaks per shift of ten (10) minutes each in the same manner as Employees with no deductions taken for such time.

TER.434 Job Steward

Where there is no Teamster Job Steward on a job, an Owner Operator/Dependent Contractor may be appointed as Job Steward.

TER.435 Crew Leader

When an Owner Operator/Dependent Contractor is designated as a Working Crew Leader, the all found rate shall be increased by the appropriate Crew Leader's increase.

TER.436 Safety

Each Dependent Contractor shall as a condition of employment be registered with the Workers' Compensation Board of B.C., either as an employer or as an independent operator and shall furnish proof of good standing with the Board with respect to current assessments. Dependent Contractors shall be responsible for the safe operating condition of their equipment.

TER.437 Hold Back

The Contractor/Employer may hold back an amount not to exceed five percent (5%) of the gross amount earned by the Dependent Contractor in the first sixty (60) days of employment. Upon completion of employment, satisfactory proof must be furnished to the Contractor that all indebtedness and/or obligations incurred by the Dependent Contractor in connection with the job on which they are engaged have been discharged. Such hold back shall be paid within twenty (20) days of the required proof being given.

TER.438 Method of Payment

Payment for work carried out each month shall be made by the last day of the following month.

Upon request, the Owner Operator/Dependent Contractor shall be entitled to an advance payable by the end of the first month of hire. This advance shall be to a maximum of seventy percent (70%) of the value of work carried out between the date of hire and the thirtieth (30th) of the month.

These advances shall be deducted from the month end payments.

In the event that the Owner Operator/Dependent Contractor has not received payment for the previous month's billing as described above, interest of one and one-half percent (1-1/2%) per month shall be applied to the overdue amounts.

TER.439 Dues Supplement

Dues Supplement shall be deducted in accordance with Article TER.300 of this Trade Section.

TER.440 Funds

See Articles TER.141; TER.143; TER.144.

TER.441 Daily Time Reports

These reports shall be submitted to the Contractor on the Standard Teamster Report Form or on a comparable form supplied by the Contractor or Employer.



**APPENDIX "TI"**

ALLIED HYDRO COUNCIL

TILESETTERS INTERNATIONAL UNION

TILESETTERS TRADE SECTION

INDEX

- TI.100 WAGES AND FUNDS
  - TI.110 WAGE RATES AND CLASSIFICATIONS
  - TI.120 VACATION AND STATUTORY HOLIDAY PAY RATES
  - TI.130 HEALTH AND WELFARE, AND PENSION PLAN FUNDS
  - TI.140 OTHER FUNDS
  
- TI.200 CREW LEADER
  
- TI.300 DUES
  
- TI.400 SPECIAL CONDITIONS
  - TI.410 SAFETY
  - TI.420 TOOLS

**ARTICLE TI.100 - WAGES AND FUNDS**

TI.110 Wage Rates and Classifications

07/2008 07/2009 07/2010

Journeyperson \$29.73 30.62 31.23

Improver Helper (85%)  
 Helper (% of the Journeyperson rate):

For the 1<sup>st</sup> 1,200 hours worked, 50% of Journeyperson's rate.  
 For the next 1,050 hours worked, 60% of Journeyperson's rate.  
 For the next 1,050 hours worked, 70% of Journeyperson's rate.  
 For the next 1,050 hours worked, 80% of Journeyperson's rate.

TI.111 Effective May 1, 1991, the new Helper's rate shall be as follows:

For the 1st 1,200 hours worked, 50% of Journeyperson's rate.  
 For the next 1,050 hours worked, 60% of Journeyperson's rate.  
 For the next 1,050 hours worked, 70% of Journeyperson's rate.  
 For the next 1,050 hours worked, 80% of Journeyperson's rate.  
 After these steps, 85% of Journeyperson's rate.

Note: If a Helper who has completed the first four (4) steps, fifty percent (50%) through eighty percent (80%), and is accepted into the Apprenticeship Program, the rate shall remain at eighty percent (80%) of the Journeyperson's rate for the first year (1,800 hours), increased to eighty-five (85%) in the second year and to ninety percent (90%) in the third year. The Apprentice shall not be eligible for the Journeyperson's rate until receiving the Trades Qualification.

TI.112 Improver Helper

Eighty-five percent (85%) of the Journeyperson's rate. It is the intention to establish the Helper's rate at a ceiling of eighty-five percent (85%) of the Journeyperson's rate.

TI.113 Apprenticeship

- (a) Apprentices wherever possible shall be drawn from the Improver Helpers' Ranks.
- (b) If a successful apprentice applicant is already a bonafide Improver Helper, the person shall be given six (6) months credit in time towards the completion of the Apprenticeship Program and shall be paid commencing at the second six (6) month level in the apprenticeship program. Such persons shall be allowed to work with the tools of the trade immediately upon their acceptance into the Apprenticeship Program.
- (c) Pre-apprentices who have not completed one year of service as an Improver Helper shall be paid in accordance with the following schedule:
  - 1st 6 months - 50% of the Journeyperson's wage
  - 2nd 6 months - 55% of the Journeyperson's wage
  - 3rd 6 months - 65% of the Journeyperson's wage
  - 4th 6 months - 70% of the Journeyperson's wage
  - 5th 6 months - 80% of the Journeyperson's wage
  - 6th 6 months - 90% of the Journeyperson's wage

Upon completion of the formal Apprenticeship Program noted above, the apprentice shall be required to obtain the approval of a company representative and two (2) Journeypersons, from the company where the Apprentice is employed, as to competency (both quality and quantity). Where such approval is given, the Apprentice shall move to the full Journeyperson's rate. Where such approval is not given, the Apprentice shall remain at ninety percent (90%) rate, and the matter shall be reviewed at six (6) month intervals thereafter. Repeated failures to obtain the necessary approval to advance to the full Journeyperson's rate may result in the termination of the Apprenticeship.

- (d) The ratio of apprentices to journeyperson shall be one apprentice for each Contractor that employs two or more journeypersons. Each Contractor shall be entitled to have one further apprentice for each three further journeypersons employed by such Contractor.

TI.114 Height Money

When Employees are required to work any portion of a shift on hanging scaffolds at a height of more than fifty feet from the ground on the exterior or more than fifty feet from the floor or bottom in the interior of a structure or vessel, those Employees shall be paid twenty-five cents (\$0.25) per hour above the prevailing rate for the entire shift. This Clause is not meant to include full width suspended scaffolds with proper guard rails.

TI.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of gross earnings.

TI.130 Health and Welfare, and Pension Plan Funds

TI.131 Health and Welfare

- (a) A contribution of two dollars and one cent (\$2.01) per hour shall be paid into the Construction Industry Standard Welfare Trust Fund.
- (b) When an individual Contractor is working with the tools of the trade, such Contractor must make remittances for funds as an Employee.

TI.132 Pension

A contribution of one dollar sixty cents (\$1.60) per hour shall be paid on behalf of every Employee employed in any job classification covered by this Collective Agreement. An equal contribution shall be deducted from each Employee's wages. The total shall be paid to the Trustees of the Tile Setters and Improver Helpers Pension Plan.

**TI.140 Other Funds****TI.141 Ceramic Tile Promotion and Contract Administration Funds**

- (a) In each calendar month whichever is the greater of the sum of Twenty-two Dollars (\$22.00) or a sum of thirty-one cents (\$0.31) per hour by all Employees covered by this Agreement shall be paid by each Contractor as follows:
- (b) Members of the Ceramic Tile Contractors Association, the Vancouver Island Ceramic Tile Contractors Association, and the Mainland Ceramic Tile Contractors Association shall make contributions to a central Administration for distribution to the Association of which they are members. Contractors who are not members of either Association shall pay the above contributions to the Ceramic Tile Association of B.C., Promotional Fund.

**ARTICLE TI.200 - CREW LEADERS**

When three (3) or more Tilesetters, apprentices or permit holders are employed, one (1) shall be appointed to act as Crew Leader. This Crew Leader shall receive a premium of one dollar (\$1.00) per hour over the Journeyperson's rate. If the Tilesetters crew reaches the total of six (6) workers comprised of a mixed crew, including the Crew Leader, the Crew Leader's rate shall be one (1) hours pay per day over the Journeyperson's rate.

**ARTICLE TI.300 - DUES**

- TI.301 Deductions from the Employees' wages of a dues supplement in an amount of seventy-six cents (\$0.76) per hour for each hour earned by all Employees in any job classification covered by this Trade Section.
- TI.302 Deduction from the Employees' wages of a dues supplement in the amount of ten cents (\$0.10) per hour for each hour earned by all Employees in any job classification covered by this Trade Section. These funds to be remitted for the Building Fund.
- TI.303 Deductions from the Employees' wages of a dues supplement in an amount of fifteen cents (\$0.15) per hour for each hour earned by all Employees in any job classification covered by this Trade Section. These funds to be remitted for the Special Fund.
- TI.304 The above listed dues supplements shall increase in accordance with the new remittance schedule. The payment of these monies shall be made to the Affiliated Union; payment shall be made on forms provided by the Affiliated Union for this purpose.

**ARTICLE TI.400 - SPECIAL CONDITIONS****TI.410 Safety**

TI.411 Proper protective gear to be supplied when working with toxic and dangerous materials and tools.

TI.412 Protective gloves shall be provided on all epoxy and ferne type work.

TI.420 Tools

Journeyperson Tilesetters shall be required to supply the ordinary tools of the trade. The following tools shall be the minimum requirement:

- |                        |                  |
|------------------------|------------------|
| Chalk line             | Patching chisels |
| Measuring tape         | Tin snips        |
| Steel square           | Rubbing stone    |
| Compass scribe         | Pointing trowel  |
| Dividers               | Flat trowel      |
| Spirit level           | Gauging trowel   |
| One person water level | Rubber trowel    |
| Plumb bob              | Hawk             |
| Tile cutter #2A 10"    | Wood float       |
| Chipping hammer        | Scribe           |
| Hand saw               | Beating block    |
| Hack saw               | Scratcher        |
| Nippers                | Rubber mallet    |
| Scrub brush            | Water brush      |
| 3 Notched trowels      | Claw Hammer      |

**APPENDIX "TR"**

ALLIED HYDRO COUNCIL

INTERNATIONAL UNION OF BRICKLAYERS &  
ALLIED CRAFTWORKERS

TERRAZZO TRADE SECTION

INDEX

TR.100 WAGES AND FUNDS

TR.110 WAGE RATES AND CLASSIFICATIONS

TR.120 VACATION AND STATUTORY HOLIDAY PAY RATES

TR.130 HEALTH AND WELFARE, AND PENSION PLAN FUNDS

TR.140 OTHER FUNDS

TR.200 CREW LEADER

TR.300 DUES

**ARTICLE TR.100 - WAGES AND FUNDS**TR.110 Wage Rates and Classifications

	07/2008	07/2009	07/2010
Journey person	\$28.48	29.33	29.92
Helper	27.17	27.99	28.55
Helper while operating wetgrinding equipment	27.39	28.21	28.77

Helper Trainee

(1st Period: 0-1,500 hours worked - 80% of Helper rate)  
 (2nd Period: 1,501-2,000 hours worked - 90% of Helper rate)

An Employee who has had less than two (2) years proven experience in the last five (5) years as a Helper in Institutional, Commercial or Industrial Construction shall start at the 1st Period Helper Trainee rate.

TR.111 Classification of Terrazzo Workers

For the purpose of this Article, Terrazzo workers shall be defined as:

- (a) Terrazzo Mechanic and Base Grinder (Journey person)
- (b) Helpers.

TR.112 The classification of Terrazzo Mechanic means any Employee covered by the Agreement who does the work normally done by Terrazzo Journey persons. The classification of Helper means any Employee covered by the Agreement who does the following work:

- (a) Wet Grinding
- (b) Grouting
- (c) Cutting metal or wooden screeds or strips.

TR.113 While recognizing the necessity of Helpers in the Terrazzo Industry, or Mechanics' Assistants, it is understood that they shall receive an additional twenty cents (\$0.20) per hour for each hour or portion thereof while operating wet grinding equipment.

TR.120 Vacation and Statutory Holiday Pay Rates

Vacation and Statutory Holiday pay shall be calculated at twelve percent (12%) of gross earnings.

TR.130 Health and Welfare, and Pension Plan FundsTR.131 Health and Welfare

A contribution of two dollars and nineteen cents (\$2.19) per hour shall be paid to the Trustees of the Bricklayer & Masons Welfare Plan.

TR.132 Pension Plan

A contribution of two dollars and one cent (\$2.01) per hour shall be made to the Trustees of the Bricklayers and Masons Pension Plan.

After written authorization has been received, an equal contribution shall be deducted from each Employee's wages.

If during the life of this Agreement the rate of contributions to the Bricklayers Pension Fund increases, the amount of the increase shall be deducted from the Employee's hourly wage rate.

TR.140 Other Funds

TR.141 Promotion Fund

Contributions of six cents (\$0.06) per hour shall be made to the Terrazzo Workers Promotion Fund.

TR.142 Terrazzo Workers Advancement and Training Fund

Contributions at the rate of twelve cents (\$0.12) per hour shall be made to the Terrazzo Workers Advancement and Training Fund.

**ARTICLE TR.200 - CREW LEADER**

When three (3) or more Terrazzo workers are employed, one (1) shall be appointed to act as Crew Leader. This Crew Leader shall receive one (1) hours pay per shift over the Journey person's rate.

**ARTICLE TR.300 - DUES**

Deductions shall be made for a dues supplement in an amount of fifty-three cents (\$0.53) per hour for each hour earned by all Employees in any job classification by this Agreement. The payment of these monies shall be made to the Affiliated Union. Payment shall be made on forms provided by the Affiliated Union for this purpose.