

2020 - 2026

COLLECTIVE AGREEMENT



LOCAL 1258

between

**Labourers & Masonry Labourers
Contractors Trade Division**

and

**The Construction & Specialized Workers'
Union Local 1258**

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LABOURERS COLLECTIVE AGREEMENT

This Collective Agreement made this day: March 6, 2023

between

The Construction Labour Relations Association of Manitoba on behalf of the Member Firms of the Labourers and Masonry Labourers Trade Division of the Construction Labour Relations Association of Manitoba,

(each of which members are hereinafter included in the term "Employer")

OF THE FIRST PART

and

The Construction & Specialized Workers' Union, Local 1258, on behalf of the members of the said Local Union (each of which are hereinafter included in the term "Union")

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

ARTICLE 1 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

A. This Agreement shall be effective from the date of Union ratification to April 30th, 2026, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter year to year unless written notice to negotiate a new agreement is given by either party to the other party during the month of January prior to the expiry date of this Agreement or the expiry date of any extended term thereof.

B. Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employers and of the Union shall meet for the purpose of negotiating same. During the period of negotiations, this Agreement shall remain in full force and effect.

C. Both parties hereto agree to enforce and see that its members enforce all provisions of this Agreement and also any decision of an Arbitration Board under Article 4.

ARTICLE 2 - SCOPE AND RECOGNITION

SCOPE

A. The following Articles shall govern conditions and wage rates in the Building Construction Industry in the Province of Manitoba for members of the Construction and Specialized Workers' Union Local 1258.

B. Notwithstanding A above, this Agreement does not apply to any project covered by a collective agreement between the Manitoba Hydro and the Allied Hydro Council of Manitoba or to the Heavy Construction Industry as defined in the Construction Industry Wages Act, or to the Residential Shelter Industry as defined under the Construction Industry Wages Act.

C. Neither party shall sign any agreement within their trade for different than the monetary provisions and/or working conditions contained in this Agreement in the area designated in Sub-article A of this Article.

It is agreed that for the purposes of developing any "Project Specific Agreements" with the Manitoba Building and Construction Trades Council, that Local Union 1258 will ensure that the C.L.R.A.M. is advised/consulted as to the content and any and all specifics concerning the project agreement prior to the Local Union signing off on the "Project Specific Agreement".

D. Each Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or any dispute between the signatory Union and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union and each other Employer party to this Agreement.

RECOGNITION

E. The Union recognizes the Construction Labour Relations Association of Manitoba as the sole and exclusive bargaining representative for all of its member Employers bound hereunder and agrees that the Construction Labour Relations Association of Manitoba may represent the Employer in all contract observance disputes involving its members.

F. The Construction Labour Relations Association of Manitoba recognizes the Union as the bargaining representative for all Construction & Specialized Workers' Union Local 1258 members bound hereunder and agrees that the Union may represent the employees in all contract observance disputes.

G. The Employer recognizes the Union as the bargaining representative for all Construction & Specialized Workers' Union Local 1258 members as defined hereinafter. The following is not an exhaustive list of the duties performed by Construction Craft Worker (CCW, Labourers): Labourer Foreman and all Labourers when employed as General Labourers, Specialized Labourers, Swampers, Concrete Mixers, Motor Buggy Operators, Jackhammer Operator, Vibrator Operator, Water Pump Tenders, Heater Tenders, Bobcat Operators, Concrete Finishers, Concrete Placers, Labourers tending all crafts including the mixing, handling and conveying of all material used by the crafts that are employed by the Employer on the job site.

H. Status of Signatories to Agreement

The Employers who have agreed to be bound to this Agreement either through the Construction Labour Relations Association of Manitoba or as individual firms shall be parties to this Agreement as principals, however, their status shall be several and not joint, and they should be individually severable with regard to benefits hereunder or by separate agreement which are revokable for cause.

I. Special Projects

The parties agree that they may, by mutual consent, negotiate special conditions for special jobs during the life of the Agreement, which would amend the Agreement for that job by way of an Appendix or a Letter of Understanding.

ARTICLE 3 - OBJECTS

A. The object of this Agreement is to stabilize the industry and to prevent any lockout or strike, and to ensure a peaceable adjustment of any and all grievances, disputes, and differences that may arise between the parties hereto.

B. It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, and the employees and the Union, in order to allow the trade to ensure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions of employment and settling differences that may arise between the parties to this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto. It is therefore agreed that the parties, by written mutual agreement, may alter or amend any provision of this Collective Agreement or add new provisions as they deem appropriate during the term of this Agreement or any extended term as described in Article 1 A herein.

C. It is also the intent of the parties hereto to prevent unnecessary costs to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, spread work policies and other objectionable practices.

ARTICLE 4 - GRIEVANCE PROCEDURE

It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

A grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

Step One

The aggrieved party shall discuss his/her complaint with his/her Steward and the Foreman or immediate Supervisor, who shall endeavor to settle this complaint. Such grievance must be presented within ten (10) working days of the initial occurrence giving rise to the grievance, save and except grievances concerning wages and fringe benefits, which must be presented in writing within thirty (30) days of the initial occurrence giving rise to the grievance.

Step Two

If the complaint is not settled within three (3) working days excluding Saturday, Sunday, and recognized holidays, from the date there is evidence of a grievance having occurred, it shall be reduced to writing and referred to the Local Union's Business Representative and the Employer's Labour Relations Representative on site.

Step Three

If the grievance is not settled within thirteen (13) working days, excluding Saturday, Sunday, and recognized holidays, from the date of the occurrence giving rise to the grievance, either party may request that the grievance be referred to the Union's International Representative and the C.L.R.A.M. If the grievance is not settled within twenty (20) working days excluding Saturday, Sunday, and recognized holidays, from the date there is evidence of a grievance having occurred, the grievance shall proceed to arbitration at the request of either party.

Step Four

If the option in Step Three is not exercised, the grievance shall proceed to arbitration at the request of either party.

Step Five

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing.

Step Six

Any grievance between the Employer or the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with commencing with Step Two.

Step Seven

When a Union or an Employer requests that a grievance be submitted to arbitration, it shall make such a request in writing (Registered Mail or Fax) addressed to the other party.

Step Eight

A request to proceed arbitration shall be made within five (5) working days excluding Saturday, Sunday and recognized holidays immediately following the time limits set forth in Step Three.

Step Nine

At any time during the grievance procedure, either party may refer the grievance to Grievance Mediation as per the Manitoba Labour Relations Act.

ARTICLE 4 - ARBITRATION

A. Within ten (10) working days after receiving the final decision of Article 4 – Grievance Procedure and failing a satisfactory settlement, either party may refer the dispute to arbitration, within thirty (30) working days, by giving notice to the other party in writing.

B. Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

C. The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the board who shall be the Chairperson.

D. In the event of failure to agree upon a Chairperson, the Minister of Labour for the Province of Manitoba shall be requested to appoint a Chairperson.

E. The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Agreement.

F. The Board or Sole Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.

G. Clarification of Decision

Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

H. Expenses of the Board/Sole Arbitrator

Each party shall pay:

- (a) the fees and expenses of the Nominee it appoints.
- (b) One-half the fees and expenses of the Chairperson or Sole Arbitrator.

I. Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the parties, in any manner whatsoever.

J. The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 5 - STRIKES AND LOCKOUTS

A. It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.

B. It is agreed by the Employers that there shall be no lockout during the life of this Agreement or while negotiations for a renewal of the Agreement are in progress.

C. The above referenced parties agree to work in a collaborative fashion if an information picket line is established on any job site where C.L.R.A.M. Labourers Trade Division members are working. The parties agree to ensure that the Local's members, who are working on site, are fully informed of their rights and obligations concerning the information picket.

D. i) Notwithstanding A or B above, where negotiations for a new collective agreement have been requested and/or entered into in accordance with the relative provisions of Article 1, and a new collective agreement has not resulted, then either party may affect termination of the Collective Agreement on May 1st, 2020, by accordingly notifying the other party in writing no later than April 25th, 2020.

ii) In the event that the Agreement should be extended in accordance with the relative provisions of Article 1, then the dates specified in (i) above will be advanced correspondingly and no legal strike or legal lockout shall take place until five (5) days have elapsed following receipt of the notice referred to herein.

ARTICLE 6 - MANAGEMENT

A. The Employer retains full and exclusive authority for the management of its operation. The Employer shall direct his/her working forces at his/her sole prerogative including, but not limited to hiring, promoting, demoting, transferring to work directly related to the Project, suspending, laying off, disciplining, and discharging for cause, and classifying and judging the suitability of employees for various types of work. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of employees. The Employer shall have the right to utilize the most efficient methods of techniques of construction, tools or Labour-saving devices. There shall be no limitations upon the choice of materials or devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked. Nothing contained herein shall be exercised in a manner inconsistent with the provisions of this Agreement.

B. Subject to the provisions of the Agreement, the foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal and traditional rights not specifically covered by this Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

A. Nothing contained herein shall be construed as a guarantee by the Employer of the daily or weekly hours of work.

1. Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
2. Except as otherwise herein expressly provided:
 - (i) If more than the recognized daily hours are worked in any one shift, then such additional hours shall be paid for at the rate of time and one-half ($1 \frac{1}{2} \times$) the regular straight time hourly rate to a maximum of ten (10) hours, all hours worked after ten (10) hours shall be paid at double time ($2x$) the straight time hourly rate for all subsequent overtime hours on that shift. On Saturdays the rate of pay shall be at the rate of time and one-half ($1 \frac{1}{2} \times$) the regular straight time hourly rate, unless modified by Article 7 A, 4 or 5. If an employee works more than ten (10) hours on a Saturday, he/she shall receive double time ($2x$) the straight time rate for all subsequent overtime hours on that shift.
 - (ii) Work done Sunday or on the Holidays specified in Article 11 of this Agreement shall be paid for at double ($2x$) the regular straight time hourly rate.
 - (iii) All hours of work performed in excess of the regular work day shall be considered overtime until a break of at least eight (8) hours occurs. Notwithstanding the foregoing, all hours of work performed on Sundays and statutory holidays (or days observed in lieu thereof), shall be considered at the overtime rate.
3. The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, the hours during which a regular work day may be worked can be deviated from, by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.

4. To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.
5. Notwithstanding 2 above, if a complete day's work is lost Monday to Friday for reasons such as inclement weather, on Major Building Construction Projects then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided the Employer consults with the Local Union's Business Manager.

B. Conditions applicable to all work within the Winnipeg eighty-five (85) kilometer zone, Major Building Projects (as defined in the Construction Industry Wages Schedule), The Town of The Pas, the area north of the 54th degree of north latitude or as covered by the Greater Winnipeg and Major Building Construction Wage Schedule as promulgated under the Construction Industry Wages Act, plus The City of Brandon, including Shilo military base, and The City of Portage la Prairie.

C. Conditions applicable to work done on all projects not detailed as falling within the scope of B. above.

1. In rural areas where transportation, travel time and board and room are paid the daily hours of work shall be:

Monday to Thursday inclusive - nine (9) hours per day:

Friday - eight (8) hours per day.

2. Notwithstanding 1 above if a majority of the affected employees agree then up to ten (10) hours per day can be worked Monday to Friday at straight time provided that no employee shall work in excess of forty (40) hours in any one (1) week at straight time.
3. Notwithstanding 1 and 2 above and 4 below, if a complete day's work is lost Monday to Friday for reasons such as inclement weather then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided that no employee shall work in excess of forty (40) hours in any one (1) week at straight time rates. A make-up day will only be worked during the same week that the time is lost.

4. Except as otherwise herein expressly provided:
All overtime including Saturday, shall be paid at the rate of time and one-half (1 ½ x) the regular straight time hourly rate. All hours worked on Sundays and Holidays specified in Article 11 of this Agreement shall be paid for at double (2x) the regular straight time hourly rate. All Saturday overtime beyond eight (8) hours shall be paid at double (2x) the regular straight time hourly rate.
5. The regular work day shall normally be worked between the hours of 6:00 a.m. and 7:30 p.m. to accommodate a nine (9) hour shift, with an eight (8) hour shift on Friday, or as agreed to in 2 above. The Employer will notify the Union when the regular workday commences before 7:00 a.m. or continues past 6:00 p.m. All hours worked between 6:00 a.m. and 7:30 p.m. shall be free of shift premium.

D. Shift Premium:

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

1. Urban areas and Major Projects all as defined in B:

- (i) Regular Work Day Hours: Any hours worked between 6:00 a.m. and midnight shall be free of shift premium. The premium of fourteen point two percent (14.2%) shall apply on any remaining straight time hours on a shift which may extend past midnight.
- (ii) Notwithstanding (i) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m. shall be paid a premium of fourteen point two percent (14.2%) of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked between 12:00 midnight and 6:00 a.m. the premium of fourteen point two percent (14.2%) of the regular straight time rate shall be paid for fifty (50%) percent of all hours worked in that shift.

- (iii) Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate for all hours worked in that shift.
- (iv) Any regular work day shift which commences at or after 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.

2. Rural Areas as defined in C:

- (i) Regular Work Day Hours: Any hours which are worked between the hours of 6:00 a.m. and 12:00 midnight shall be free of shift premium. A premium of fourteen point two percent (14.2%) shall apply on any remaining straight time hours on a shift which may extend past midnight.
- (ii) Notwithstanding (i) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m. shall be paid a premium of fourteen point two percent (14.2%) of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked between 12:00 midnight and 6:00 a.m. the premium of fourteen point two percent (14.2%) of the regular straight time rate shall be paid for fifty (50%) percent of all hours worked in that shift.
- (iii) Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate for all straight time hours worked in that shift.
- (iv) Premium Hours: Any shift which commences at or after 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.

3. The Premium to be Paid on Premium Shift Hours Shall Be:
 - (i) Graveyard Premium Hours: fourteen point two percent (14.2%) times the regular straight time [i.e. a premium of fourteen point two percent (14.2%) of the regular straight time rate.]
4. Overtime payment for shift work shall be in accordance with the provisions set forth in Sub-article B or C of Article 7 as is applicable due to the location or classification of the work.
5. For the purposes of computing overtime premium applicable for Saturday, Sunday or Holiday work the following rules shall apply:
 - Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00 a.m. Sunday;
 - Sunday overtime premium is due from 6:00 a.m. Sunday until 6:00 a.m. Monday;
 - Holiday overtime premium is due from 6:00 a.m. on the Holiday until 6:00 a.m. the following day.
6. Should an employee not work the scheduled forty (40) straight time hours in a work week without a reason satisfactory to the Employer, the employee shall receive twenty cents (\$0.20) less on his/her base hourly rate for the entire work week in question. The following issues which result in an employee not working the forty (40) hour work week in question shall not be held against the employee:
 - (a) Minimum 24 hours prior notice of a scheduled medical appointment.
 - (b) Minimum 24 hours prior notice of a scheduled leave of absence (i.e. vacation, bereavement, funeral, parental commitment, etc.).
 - (c) If an employee calls in sick, a Doctor's note must be provided to the Employer.
 - (d) Inclement weather.
7. Except in the case of an emergency the Union will be notified when shift work is worked.

E. Alterations, Maintenance, Repair and Service Work:

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

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

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

F. Starting and Quitting Time:

Workers will be at the job site office or lunch trailer fifteen (15) minutes (without pay) prior to the regularly scheduled starting time and shall remain until regular quitting time. Starting and quitting times shall be conveyed by the Site Foreman or Supervisor.

The place of work shall be defined as “the location where the employee was instructed to report to on the previous day or night, or the place where the employee is instructed to report by his/her Supervisor, if different.”

G. Lunch Period:

A thirty (30) minute lunch period shall be allowed for all employees on each shift unless otherwise mutually agreed upon by the Employer and the employees. A reasonable amount of travel time from the job station to the lunch room will be identified to ensure that there is time fairness for this lunch break.

H. Overtime Lunch Provided by Employer:

Where an employee reports for his/her shift that he/she will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense or fifteen (\$15.00) dollars, at the Employer's discretion after the first two overtime hours provided it appears likely that more than an hour's work remains to be done and every four (4) overtime hours thereafter. All employees will be given at least one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

I. Coffee Breaks:

Notwithstanding Sub-article H above, (overtime lunch), a fifteen (15) minute paid break will be allowed for employees to partake of non-alcoholic drinks at their work stations, (or as directed by their Employer), twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If more than two (2) hours overtime are to be worked, a coffee break shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. During inclement weather the employees will be provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and /or volatile substances.

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

J. Scheduling of Overtime:

The parties agree that conditions under which construction work is carried out sometimes requires the working of overtime.

The parties also agree that the unilateral ordering of unreasonable amounts of overtime is unnecessary and undesirable.

Therefore it is agreed that Management can when necessary schedule the working of overtime but only under the following conditions:

- (i) When overtime schedules are accepted as a condition of assignment to a special job or project on which longer hours of work are required they shall be adhered to as a condition of employment.

- (ii) When overtime is reasonably necessary to meet delays in scheduling requirements or emergency situations including securing work against impending weather, the completion of continuous process operations, and all matters affecting the security of materials or the safety of property or persons.

The Employer agrees that, when an individual has valid personal reasons to refuse overtime, same will be respected.

The Union agrees that neither the Union nor its members will engage in any concerted refusal of overtime.

Whenever possible, the employee shall be notified at least two (2) hours prior to the commencement of overtime. The Employer shall make all reasonable efforts to notify the employees of the scheduling of overtime prior to lunch breaks.

ARTICLE 8 - REPORTING TIME

A. When a prospective employee is requested to report on a job for hiring, he/she shall report at the required time, suitably dressed, and prepared to work, he/she will be considered definitely hired. If then refused work for reasons, other than inclement weather, he/she shall receive not less than four (4) hours pay at the regular rate.

B. When an employee employed by an Employer arrives at his/her regular place of work, without due notification by the Foreman or Employer not to do so and is not placed in employment by the Foreman or Employer, he/she shall be reimbursed a minimum of three (3) hours pay (The Employer may require the employee to remain on site for those hours.) or if he/she is asked to remain on the job site for over three (3) hours and under four (4) hours and is not placed in employment by the Foreman or Employer, then he/she shall be reimbursed a minimum of four (4) hours pay. Unavailability of material or other than major electrical or mechanical equipment, is not considered a matter beyond the control of the Employer.

C. In the case of continued inclement weather, the shop Steward shall discuss the issue with the Foreman and/or Superintendent. The Foreman or Supervisor shall then be responsible for advising the employees, if and when they are not to report to work. The Employer will communicate with the employees on the job, when inclement weather is expected, to ensure that all employees understand who is to report to work and who is not (a projected wind chill factor of -35 degrees Celsius or +35 degrees Celsius will result in a meeting being called).

ARTICLE 9 - WAGES - HOW PAID

A. Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash, cheque or by electronic direct deposit once a week on the job site during working hours and not more than two (2) days' pay shall be held back.

B. The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.

C. The work week, for payroll purposes shall end on Saturday at midnight, and the employees shall be paid by the Thursday of the following week prior to the end of the shift for all work performed during the previous week.

ARTICLE 10 - IN CASE OF INJURY

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

B. The employee must report the accident on the day it occurs, or as soon as he/she becomes aware that he/she has been injured, to his/her Foreman or Employer and compensation forms are to be filled out correctly, as soon as possible, when necessary.

C. The Foreman or Employer's agent shall gather the injured employee's tools and belongings and place them in his/her tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the owner returns to work.

D. The Employer will have the full responsibility of managing all hearing tests for their employees. It is understood that the frequency of the hearing tests shall be as directed by the Employer and shall not be more than two (2) times per year. The time needed to take the test (which shall be arranged at a time and locations which will be convenient for the employee) shall not be compensated for, though the test itself will be paid for by the Employer.

ARTICLE 11 - LEGAL HOLIDAYS

A. The following shall be observed as legal, statutory or general holidays each year:

- i) New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day which is proclaimed by the Federal or the Provincial Government as a legal, general or statutory holiday.
- ii) In addition a properly proclaimed Civic Holiday will also be observed within the boundaries of the Municipal area where it is proclaimed.

B. When Christmas Day, New Year's Day or Canada Day falls on a Saturday or Sunday, the parties may, by mutual consent, agree to an alternate day off. In the event of two (2) consecutive holidays falling on a Saturday and Sunday, the following two (2) regular working days shall be observed as the holidays.

C. Whether or not an employee works on any of the above mentioned legal, statutory, general or civic holidays, he/she shall receive in lieu of paid holidays, four point five (4.5%) percent of his/her standard hourly rate for each hour worked.

D. The employee shall receive this allowance each regular pay period.

ARTICLE 12 - ANNUAL VACATION AND VACATION PAY

A. Annual vacation will be arranged as provided in the Manitoba Employment Standards Code.

B. Payment for the annual vacation will be as provided in the above noted Code or on the basis of six percent (6%) of the employee's standard hourly rate for each hour worked, whichever is more favorable to the employee.

C. Advance payment in lieu of pay at time of vacation in the amount set forth in B above shall be added to each employee's weekly wages and taxed on each pay period.

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

A. The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given sufficient time to put these tools and equipment in the designated storage place prior to the end of each shift. He/She must report the breakage or loss of any of these tools and equipment immediately to his/her Superior.

B. An employee found misusing company tools or equipment may be held responsible.

C. Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.

D. The Employer will be responsible for compensation for tools and equipment destroyed by fire or loss by breaking and entering from a storage place provided by the Employer.

E. Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.

F. If the Employer requires the employee to work in the rain, wet weather clothing shall be supplied at no cost to the employee.

G. In areas where acids, chemicals, excessive grease, oil or tar, or inside tanks which have contained chemicals, gases or oils, employees shall be supplied with protective clothing and safety equipment as required by product material safety data sheet (MSDS) at no cost to the employee.

ARTICLE 14 - SHELTER, SANITARY ARRANGEMENTS AND SAFETY

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

Should the duration or the size of the project make it impractical for a storage shelter to be provided the Employer will supply a securely locked "gang box" in which the employees may store their tools with due regard to the safety thereof.

B. The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of employees employed as laid down in Municipal, Provincial and Federal Government regulations. Where it is practical to do so a heat source will be supplied in sanitary facilities during the winter months.

- C.**
- i) The Safety Regulations as laid down by the Workplace Safety and Health Act shall be adhered to including W.H.M.I.S.;
 - ii) The employee must accept responsibility for the safety equipment issued by the Employer and must report the loss or damage of any of the items so issued to his/her Supervisor or Employer;
 - iii) Personal clothing including hard hats is to be supplied by the employee;

D. Clean drinking water in a closed sanitary/suitable container and individual paper cups, and toilet paper shall be provided daily on all jobs as well as a safety glass lens cleaning station.

E. Clean water and soap for the purpose of hand washing shall be provided daily on all jobs.

F. The Employer shall be responsible for the provision, maintenance, and cleanliness of sanitary facilities on the work site. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness. The Steward and/or Safety Committee Representative on jobs will monitor sanitary conditions and bring substandard conditions to the Employer's attention. The Employer will correct these conditions without undue delay.

ARTICLE 15 - STANDARD OF WORK AND LIMITATIONS

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

ARTICLE 16 - COMMUTING BEYOND THE BOUNDARIES OF THE OUTER PERIMETER HIGHWAY

A. An employee who has been authorized by the Employer to commute to a job site shall be compensated. A Free Zone (for travel time and vehicle allowance) of fifteen (15) kilometers from the Winnipeg Perimeter and/or the boundaries of The Pas, Portage la Prairie, Brandon, Flin Flon and Thompson shall exist. (**Note:** In addition, it is agreed that the Local Union and the Association can meet to create additional free zone enabling in order to assist the Employers in bidding future projects where travel time and vehicle allowance will be a bidding factor):

1. For all jobs inside an eighty-five (85) kilometer zone from the Winnipeg Perimeter Highway, or inside a one hundred (100) kilometer zone from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie , the employee shall receive the following:

- (i) Car Allowance – Effective date of Union ratification and each year thereafter (effective on May 1st), the parties agree to utilize the allowable in-year CRA Vehicle Allowance per kilometer guideline in order to ensure that this vehicle cost remains as a non-taxable allowance to the employee.

Effective **May 1, 2022**, the CRA guideline is sixty-one cents per kilometer (**61¢/km**) for the first five thousand (5,000) kilometers driven, fifty-five cents per kilometer (**55¢/km**) driven after that, starting from:

Effective **May 1, 2023**, the CRA guideline is sixty-eight cents per kilometer (**68¢/km**) for the first five thousand (5000) kilometers driven, sixty-two cents per kilometer (**62¢/km**) driven after that, starting from:

- (1) the Winnipeg Perimeter Highway point closest to the job site, or from the employee's place of residence (whichever is the lesser distance).

This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a “Job Site” Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).

- (2) Fifteen (15) km radius from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee’s place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a “Job Site” Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).
2. For all jobs outside an eighty-five (85) kilometer zone from the Winnipeg Perimeter Highway or outside a hundred (100) kilometer zone from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, the employee shall receive the following:
- (i) Car Allowance – Effective date of Union ratification and each year thereafter (effective on May 1st), the parties agree to utilize the allowable in-year CRA Vehicle Allowance per kilometer guideline in order to ensure that this vehicle cost remains as a non-taxable allowance to the employee.

Effective **May 1, 2022**, the CRA guideline is sixty-one cents per kilometer (**61¢/km**) for the first five thousand (5,000) kilometers driven, fifty-five cents per kilometer (**55¢/km**) driven after that, starting from:

Effective **May 1, 2023**, the CRA guideline is sixty-eight cents per kilometer (**68¢/km**) for the first five thousand (5000) kilometers driven, sixty-two cents per kilometer (**62¢/km**) driven after that, starting from:

- (1) the Winnipeg Perimeter Highway point closest to the job site, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a "Job Site" Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).
 - (2) Fifteen (15) kilometer radius from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a "Job Site" Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).
- (ii) Travel Time - An allowance of ten (10) cents per mile or six point two (6.2) cents per kilometer starting from:
- (1) beyond the Winnipeg eighty-five (85) kilometer zone, or from the employee's place of residence (whichever is the lesser distance).
 - (2) one hundred (100) kilometer radius from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance).
3. Effective **May 1, 2024**, and yearly thereafter, the mileage rates for Travel (car) Allowance will be adjusted by the changes recorded by the allowable in-year CRA Vehicle Allowance per kilometer guideline.

B. If transportation meeting all legal requirements is supplied by the Employer, no Commuting (car) allowance shall be paid to the employee.

C. The parties agree that they shall work together regarding transportation costs in order to ensure that the Contractor/Employer remains competitive.

D. Mid Day Job Site to Job Site Travel

When an employee is directed by his/her Employer to move to a different job site to continue working, he/she shall receive Article 16 A 1 (i) car allowance when he/she uses his/her own vehicle to transition to the new job site and he/she shall also continue to receive his/her base hourly rate of pay while traveling there.

ARTICLE 17 - TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

A. Employees sent by the Employer (not commuting) to job sites beyond the free zones stipulated in Article 16 A, shall receive the following:

- (i) Transportation Allowance as per Article 16 A 1;
- (ii) Travel Time Allowance as per Article 16 A 2 (ii);
- (iii) Room & Board Allowance as stipulated below:

1. To The Job Site

Transportation allowance to the job site plus travel time allowance at the individual's straight time rate for all hours traveled (including Saturdays, Sundays and Legal Holidays) up to a maximum of eight (8) hours pay for each twenty-four (24) hours of travel shall be paid, provided that the employee remains employed on the job site during the first thirty (30) calendar days of his/her current assignment to that project or is not of his/her own volition* unavailable for work during that time.

2. From The Job Site

Return transportation allowance to Winnipeg or to place of residence (whichever is the shorter distance) plus travelling time allowance shall be paid, provided that the employee completes his/her assignment to that project or is not of his/her own volition* unavailable for work during that time.

3. Turn About

- (i) A return fare (Transportation Allowance), Travel Time Allowance and authorized travel expenses will be paid to each employee after the first thirty (30) calendar days and after each consecutive thirty (30) calendar days period thereafter while working on the same project (i.e. one (1) day of travel to the site followed by twenty-eight (28) calendar days on site followed by one (1) day of travel out). The employee is not required to return to work for seven (7) calendar days following their travel day.
- (ii) If the employee returns on transportation provided by the Employer, travel time allowance at one-half (1/2) the regular hourly rate and authorized travel expenses by the Employer shall be provided.

When the transportation supplied by the Employer is by plane, then travel time shall include one-half (1/2) hour for boarding time. One-half (1/2) of the return fare will be paid to the employee upon leaving the job and the balance of the money due will be paid upon return to the job site.

When an employee, by prior arrangement with the Employer, travels by private vehicle, he/she shall be reimbursed equal to a fare by air, bus, rail, or water transportation at the Employer's option and the same amount of travelling time as he/she would be entitled to if he/she traveled by the mode of transportation chosen to determine the amount of reimbursement to which he/she is entitled in lieu of fare, unless other suitable arrangements are made with him/her before leaving for the job.

4. Room & Board Allowance

- (i) The Employer will supply suitable board and room (R&B) (suitable to both parties concerned) for seven (7) days per week, provided that the employee is available for work or has been excused for medical reasons, unless week-end absence or sick leave arrangements are agreed upon between the Employer and the employee or the week-end rebate system outlined in Sub-article 4 (iii) below is implemented. The Employer and the Union shall meet in advance of the project in question to determine what the suitable R&B amounts shall be.

Should the Union and the Employer be unable to achieve consensus on what the daily R&B amounts are in advance of the project, the Employer will supply suitable R&B for their employees (hotel + meal costs or just meal costs) and should those costs exceed what is being provided by the Employer (and the employee can substantiate by proof of receipts) the Employer shall reimburse the employee the difference.

- (ii) Board and room will not be paid to local residents (an individual who lives within eighty-five (85) kilometers of the jobsite). Transportation and travel time will be dealt with as per the same approach identified within Article 16 A from his/her place of residence.

- (iii) In those situations where the Employer is eligible to receive a rebate on board expenses for those employees who do not remain in the accommodation provided by the Employer over the weekend, then, provided that the employee(s) gives the correct notice required to the catering agent so that the Employer receives the rebate, the Employer will pay out the rebate so received to the employee.

The required notice time will be explained to the employee by the Employer before the employee leaves for the job site. The Construction Labour Relations Association of Manitoba will on request assist the Union in determining whether or not an Employer is eligible to receive a rebate.

- (iv) Board and room arrangements must be explained and mutually agreed to by the Employer and the Union before leaving for the job site. Failure by either party to comply with this clause is a breach of this Agreement. The employee shall be responsible for notifying the Union of any “special” arrangements made.
- (v) The Employer shall pay the room and board allowance on the Friday of the first week worked, provided the employee has worked a minimum of three (3) days.

*It is agreed by the parties that any employee certified unfit for work by a Medical Doctor or excused from work due to injury or ill health by the Employer shall not be considered to be “unavailable” for work of his/her own volition.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

A. When an employee terminates his/her employment, he/she shall give his/her Employer one (1) hours notice.

B. When an employee is laid off, the Employer shall give him one (1) hours notice with pay to allow him sufficient time to clean and pack his/her tools and leave the job site.

C. When an employee terminates his/her employment; is laid off; or is dismissed for cause, the Employer will mail to the employee, by registered/ electronic mail within five (5) working days or made available for employee pick-up within five (5) working days, the employee's:

1. Wages due.
2. Vacation Pay Allowance.
3. Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any)
4. Record of Employment Slip.
5. Statutory Holiday Pay Allowance.

D. If the employee prefers, he/she may arrange with the Employer or his/her representative when he/she leaves the job site, that he/she will pick up the above items at the Employer's office on a day mutually agreed upon by the employee and the Employer or his/her representative.

If the employee fails to pick up the above items on the agreed upon date, then the Employer will mail to the employee the above items, by registered mail, by no later than the next regular working day.

E. Employees shall have the right to have a Union Representative with them with respect to any disciplinary meetings.

ARTICLE 19 - UNION SECURITY

A. Stewards

1. Stewards will be appointed by the Union where Union workers are working provided that the Steward is a qualified worker performing work and has successfully completed the Local's Steward Training Course. The duly recognized Steward is to be among the last four (4) labourers to be laid off provided that said Steward's skill level is such that he/she is qualified to execute the duties required of him/her. If over one hundred (100) labourers are working on site, an Employer paid walking Steward shall be granted.
2. It is agreed that the Employer will be notified in writing by the Union when a Steward is appointed. The Employer will notify the Union in writing when a Steward is discharged.
3. The Employer shall recognize that the Steward is acting for the employees as a whole, and he/she shall not be discriminated against. He/She shall be called upon by the Employer to assist in the settlement of grievances at the Step One level of the Grievance Procedure. Stewards may sit on job-site Safety Committee meetings if requested.
4. On any job where employees are employed within a classification or classifications as described within Article 21 of this Agreement, the Business Agent or other duly authorized Representative of the Union will be allowed access to such job to conduct Union business providing this is done without interfering with the progress of the work on hand and that permission has first been obtained from the Employer Representative and the Superintendent of the project, and provided that the Union Representative is covered by Workers Compensation. Such permission will not be unduly withheld.

B. Maintenance of Membership

1. The Employers agree to give preference to members in good standing with the Union when employees are required and to this end they will contact the Union office to determine the availability of suitable workers.

The Employers may request and hire available persons known to them provided the persons have been members of the Union for the preceding six (6) months, or they have previously been in the employ of the Employer and have maintained their membership in the Union. All persons hired including Labourer Trainees will present a referral slip issued by the Union. For the following courses, preference of dispatch by the Local shall occur to those members who have completed these certificate courses at the Local's Training Centre within the stated time frames. The parties agree that all members of Local 1258 will dedicate sixteen (16) hours of their personal time each year (May 1 to April 30) for the purpose of taking these training courses, maintaining their certificate standing and any re-training required. The Employer's right respecting name hire is not diminished by this Article:

- 1) Fall Arrest Certificate Training (Completed by May 1, 2017)
- 2) Aerial Lift Certificate Training (Completed by May 1, 2018)
- 3) Confined Space Certificate Training
- 4) First Aid Certificate
- 5) WHMIS Certificate/ Silica Awareness Certificate
- 6) Asbestos Awareness Certificate Training
- 7) Zoom Boom Certificate Training

If the Union cannot supply suitable persons, the Employer may employ persons from other sources with appropriate consultation with the Union.

2. The Union agrees to give preference to the Employers who are members of the Construction Labour Relations Association of Manitoba, and who are parties to this Agreement in furnishing the Employer with qualified employees and to this end, when an Employer, party to this Agreement requires such people who are not immediately available, the Union will contact its qualified members who are working for companies not members of the Construction Labour Relations of Manitoba, and attempt to persuade such people to work for such Contractor signatory to this Agreement. A firm time arrangement will be made between the Union and the Employer when the Union is requested to take action under this clause.

3. Within the scope of this Agreement, all employees hired, shall as a condition of employment be required to obtain membership in the Union within thirty (30) days of the first day of employment and, as a condition of continued employment, maintain such membership in good standing. The Employer shall notify Local 1258 via fax or email within forty-eight (48) hours of hiring a new labourer who is not a member.
4. (a) During the lifetime of this Agreement the company shall deduct each month from the pay of each employee covered by this Agreement, whether or not the employee is a Union member, the Union dues as established by the Union and as notified by the Union to the company. Such deductions shall be remitted to the Local Union not later than the fifteenth (15th) day of the following month.

When the company remits the same to the Local Union, the company shall at the same time return to the Local Union a standard deduction form supplied by the Unions and acceptable to the Employer listing the names of the employees on whose behalf deductions were made as well as indicating the amounts applicable to each employee on the list. When deductions have been made from new employees for the first time, the company shall furnish the Local Union with the employee's name, birth date, social insurance number, address, and telephone number.

- (b) If an employee provides the Employer with a signed authorization recognized by the Union for the deduction of initiation fees, the Employer will accept the authorization as correct and will not be held responsible for any error therein and will make deductions to be applied against the initiation fees owing in accordance with the terms of the signed authorization and remit same to the Union.
- (c) In addition to all other provisions in the Agreement the terms and conditions of Article 19 shall be subject of the following conditions:

- i) The Union shall repudiate any strike or other concerted cessation of work whatsoever by any group or number of employees that has not been called by the Union in accordance with the Labour Relations Act of the Province of Manitoba and shall declare that any picket line set up in connection therewith is illegal and not binding on members of the Union. The repudiation and declaration shall be communicated to the company in writing within twenty-four (24) hours after the Union has been made aware of the cessation of work by the employees, or the forming of the picket lines respectively.
- ii) The deduction on the records of the company shall constitute the sums as deducted as money held by the company in trust for the Local.
- iii) This provision for the Union security shall be enforced by the company against each employee to whom the Agreement applies as a condition of his/her continuance in or entrance into the company's service.
- iv) Any qualified employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and by-laws of the Union.
- v) The company, the Union and the Local shall do all such acts and things as may be requisite or necessary to the observance and carrying out of this provision for the Union security according to the true intent thereof.
- vi) The Employer shall notify the Union on a standard form supplied by the Union and acceptable to the Employer, when requesting members or recalling members, outlining Job Site Qualifications, start time and Foreman.
- vii) The Employer will attempt to notify the Union by 11:00 a.m. for the Employer's required supply of members for the following day.

ARTICLE 20 - SAVINGS CLAUSE

A. In the event that any of the provisions of this Agreement are found to be in conflict with any Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law to the extent that it conflicts with the terms of the Collective Agreement shall nullify and replace the conflicting provisions of the Collective Agreement without in any way affecting the remainder of the Agreement. A determination that any provision of this Agreement is found null and void or in any way conflicts with Federal, Provincial or common law in no way affects the validity of all other provisions of this Agreement and such offending provisions shall be severable from the other provisions of the Agreement.

ARTICLE 21 – WAGES

A. See attached APPENDIX “B” for Classification Base Wage Rates.

Labour Foreman: Shall be paid fifteen percent (15%) over the highest Classification Base Wage Rate working under his/her direct supervision.

Lead Hand: Shall be paid seven percent (7%) over the individual’s Base Wage Rate.

B. The parties agree to use the General Labourer rate from the CIWA if required to secure work in Portage la Prairie, Shilo and The Pas, only if prior notice has been given to the Local.

TRAINEES: See attached APPENDIX “B” for Trainee Classification Base Wage Rates (See Attached APPENDIX “B” for Base Rates).

Trainee 1 (0 – 1200 Hours) at 60% of Gen. Labourer

Trainee 2 (1201 – 2400 Hours) at 77% of Gen. Labourer

Trainee 3 (2401 – 4000 Hours) at 96% of Gen. Labourer

Trainee Classifications Employer Pension Contributions:

Trainee 1 at 60% of General Labourer Pension contribution amount

Trainee 2 at 70% of General Labourer Pension contribution amount

Trainee 3 at 85% of General Labourer Pension contribution amount

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

ARTICLE 22 - TRUST FUNDS

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

A. The trusts shall be jointly trusteeed and equal voting rights for each of the parties hereto shall be maintained at every meeting of the trustees.

B. **The Health and Welfare Trust Fund** shall be financed by joint contributions, **per hour worked** for each person employed under the terms of this Agreement, on the following basis:

Health & Welfare	February 19, 2023	May 1, 2024	May 1, 2025
General Labourer			
Employer	\$0.60	\$0.65	\$0.70
Employee	\$0.70	\$0.70	\$0.70
Certified General Labourer			
Employer	\$0.60	\$0.65	\$0.70
Employee	\$0.70	\$0.70	\$0.70
Equipment Operator (Swamper/ Vibrator) Bricklayer/Helper			
Employer	\$0.60	\$0.65	\$0.70
Employee	\$0.70	\$0.70	\$0.70
Concrete Finisher			
Employer	\$0.60	\$0.65	\$0.70
Employee	\$0.70	\$0.70	\$0.70
Red Seal Cement Finisher			
Employer	\$0.60	\$0.65	\$0.70
Employee	\$0.70	\$0.70	\$0.70
General Labourer Trainees (I, II, III)			
Employer	\$0.60	\$0.65	\$0.70
Employee	\$0.70	\$0.70	\$0.70

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

Pension Trust Fund	February 19, 2023	May 1, 2024	May 1, 2025
General Labourer			
Employer	\$2.94	\$3.09	\$3.24
Employee	\$0.60	\$0.60	\$0.60
Certified General Labourer			
Employer	\$2.94	\$3.09	\$3.24
Employee	\$0.60	\$0.60	\$0.60
Equipment Operator (Swamper/ Vibrator) Bricklayer Helper			
Employer	\$2.94	\$3.09	\$3.24
Employee	\$0.60	\$0.60	\$0.60
Concrete Finisher			
Employer	\$2.94	\$3.09	\$3.24
Employee	\$0.60	\$0.60	\$0.60
Red Seal Cement Finisher			
Employer	\$2.94	\$3.09	\$3.24
Employee	\$0.60	\$0.60	\$0.60
General Labourer Trainees (I) 60%			
Employer	\$1.76	\$1.85	\$1.94
Employee	\$0.60	\$0.60	\$0.60
General Labourer Trainees (II) 70%			
Employer	\$2.06	\$2.16	\$2.27
Employee	\$0.60	\$0.60	\$0.60
General Labourer Trainees (III) 85%			
Employer	\$2.50	\$2.63	\$2.75
Employee	\$0.60	\$0.60	\$0.60

D. The Training Fund shall be financed by Employer contributions per hour worked under the terms of this Agreement at the amount of twenty-five cents (**\$0.25**) per hour. All previous contributions made by the Employers to the "Training Fund" shall be deposited into the New Training Trust Fund. These amounts shall be confirmed by Coughlins & Associates Ltd. The parties agree to establish a Training Trust Fund Board of Trustees comprised of eight (8) Trustees, half appointed by the C.L.R.A.M. and half appointed by Local 1258. From among the eight (8) Trustees, the Local 1258 appointed Trustees shall appoint a Labour Co-Chairperson and the C.L.R.A.M. appointed Trustees shall appoint a Management Co-Chairperson. The Co-Chairperson shall conduct the meetings of the Board of Trustees on a rotational basis. The C.L.R.A.M. will appoint one (1) Trustee from the Manitoba Unionized Road Building Contractor Industry or the Manitoba Unionized Masonry Contractor Industry. This Trust shall be jointly trusteeed and equal voting rights for each of the parties hereto shall be maintained at every meeting of the Trustees. The parties agree to immediately contact Coughlin and Associates Ltd. (upon signing of the new Collective Agreement) and instruct this firm to develop a Trust Agreement along similar construction as the parties current Pension and Health & Welfare Trust Funds. All administrative costs of this Trust Fund shall be borne by the Trust.

E. The Union, and every Employer party to this Agreement shall participate in the above noted employee benefit funds and participation of all employees employed within the Scope of this Agreement is agreed to as a condition of employment and continued employment.

F. Contributions to the Specialized Workers' Pension Trust Fund and to the Specialized Workers' Health And Welfare Trust Fund shall be submitted each month by the fifteenth (15th) of the month following the month for which the contributions are collected. Firms in default in excess of fifteen (15) days may be required at the discretion of the trustees to pay a penalty of interest in the amount of three percent (3%) over the current prime rate.

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

ARTICLE 23 – BEREAVEMENT LEAVE

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

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

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

ARTICLE 24 - ADMINISTRATION OF AGREEMENT

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

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

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

In administering this Collective Agreement, the parties agree that all gender references throughout the Collective Agreement shall mean either male or female.

ARTICLE 25 - JOINT CONFERENCE COMMITTEE

A. The parties hereto agree to joint meetings on an as required basis, but wherever possible, such meetings shall occur on not less than a quarterly basis. The Committee shall meet at the requests of either the Employer or the Union.

The Joint Conference Committee's terms of reference shall include all matters concerning the welfare of the trade, the markets of the industry, and the operation of the Collective Agreement. However, in order to promote a spirit of co-operative effort and problem solving at all meetings, no grievances will be handled by the Committee.

ARTICLE 26 – LABOURERS & MASONRY INDUSTRY PROMOTION FUND

A. In order that the terms and provisions of the Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree that all Employers who are not members of the Labourers & Masonry Trade Division of the Construction Labour Relations Association of Manitoba (C.L.R.A.M.) and Specialized Workers' Union, shall contribute fifteen cents (\$0.15) per hour for each hour worked by any employee classification as referenced in this Agreement.

Such contribution shall be directed to the Labourers & Masonry Industry Promotion Fund, which shall be administered by the parties benefit plan Administrator (Coughlin & Associates Ltd.) and the Local Union shall receive five cents (\$0.05) and the Association shall receive ten cents (\$0.10) of the proceeds of the contributions on a monthly basis. The Association shall be responsible for the Administrative costs associated with the management of this Fund.

SIGNATURE PAGE

SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of the Member Firms of the Labourers Trade Division (named below):

Per 
P. Wightman
Executive Director

Signed on behalf of the Construction & Specialized Workers' Union, Local 1258.

Per 
V. DaSilva
Business Manager

Dated this 6 day of March, 2023, at Winnipeg, Manitoba.

The Members of the Labourers Trade Division, Construction Labour Relations Association of Manitoba as of the date of signing of this Agreement are listed below:

Bantrel Constructors
Bird Construction Company
Calado Construction Ltd.
Canadian Stebbins Engineering & Mfg. Co., Limited
Stuart Olson Ltd.
Eastern Construction Co., Ltd.
E.K. Construction 2000 Ltd.
E.S. Fox Ltd.
Ellis Don Corporation
Jacobs Industrial Services Ltd.
Northwest (Thompson) Ltd.
PCL Constructors Canada Inc.
RHI Canada Inc.
Surespan

MASONRY LABOURERS APPENDIX

Terms and conditions applicable to the Masonry Labouring Trade as pertaining to the Master Agreement.

BETWEEN

The Masonry Labourers Trade Division of the Construction Labour Relations Association of Manitoba on behalf of the Members of the Trade Division (all of which Members are hereinafter referred to as "the Employer")

OF THE FIRST PART

AND

The Construction & Specialized Workers' Union, Local 1258, Winnipeg and its Members (hereinafter referred to as "the Union")

OF THE SECOND PART

REVISION TO MASTER AGREEMENT

ARTICLE 7 - HOURS OF WORK AND OVERTIME

1. Delete from application to workers subject to this addendum the provisions of Sub-article A and Sub-article B complete.
2. Substitute for Article 7, Sub-article A and B the following:
 - A. On all work carried out within the scope of this Agreement the following hours of work and overtime premiums shall apply to labourers assisting bricklayers and/or stone masons under the conditions set forth in this Agreement.
 1. Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth.
 2. Eight (8) hours shall constitute a regular shift Monday to Friday inclusive.

3. If more than the recognized daily hours are worked in any one (1) shift then such additional hours shall be paid for at the rate of time and one-half (1 1/2x) the regular straight time hourly rate.
 - (a) All work on Saturdays shall be paid for at the rate of time and one-half (1 ½ x) the regular straight time rate.
4. Forty (40) hours shall constitute a regular work week Monday to Friday inclusive. However, if less than forty (40) hours are worked, then by mutual agreement between the Employer and the employee, the hours the employee is short for that week can be worked in that week at straight time rates up to maximum of eight (8) hours.

This clause shall not apply to employees hired during any such calendar week or if one of the holidays specified in Article 11 of this Agreement falls on any such Saturday.

5. Except as provided above, all work done on Sunday or on the holidays specified in Article 11 of this Agreement shall be paid for at double (2x) the regular straight time hourly rate.
 6. The Work Week in which a Statutory Holiday is observed will revert to a thirty-two (32) hour Work Week.
- B.** On jobs outside the Winnipeg Free Zone (eighty-five (85) kilometers outside the Winnipeg Perimeter Highway), where the tradespeople elect to work four (4) tens in a work week , then the daily hours of straight time work for the labourers may be modified correspondingly provided that overtime rates are applicable after the weekly maximum of forty (40) hours.

ARTICLE 19 - UNION SECURITY

This Article will apply in its entirety except that current employees of Employers who have not been party to a Collective Agreement with the Union prior to March 22, 1974 will be exempt from the requirements to obtain membership in the Union, only for as long as they remain in the employ of their Employer of record as of the 22nd day of March, 1974. Such employees will, however, be required to submit to the dues check-off specified in Article 19.

The right of any such employee to join the Union if he so desires is recognized by the Employer.

SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of the Members of the Masonry Labourers Trade Division.

Construction Labour Relations
Association of Manitoba



P. Wightman
Executive Director

SIGNED on behalf of the Construction & Specialized Workers' Union, Local 1258, Winnipeg and its members.



V. DaSilva
Business Manager

This Appendix to Labourers Trade Collective Agreement made this 6 day of March, 2023.

The Members of the Masonry Labourers' Trade Division, Construction Labour Relations Association of Manitoba as of the date of signing this Agreement are listed below:

A.P. Green Refractories (Canada) Ltd.
Ernie Keller Contractors Ltd.
RHI Canada Inc. Plibrico Division

**APPENDIX "A" – LETTER OF UNDERSTANDING – SPECIAL
HIRING**

LETTER OF UNDERSTANDING

Between: The Construction & Specialized Workers' Union, Local 1258
and

The Labourers Trade Division of the Construction Labour
Relations Association of Manitoba.

Whereas, there is in effect, in the Province of Manitoba, a Collective Agreement between the above mentioned parties, (hereinafter referred to as the "Agreement") for the period set out in Article 1, Part A.

#1 Special Hiring


A. Where within the scope of the above mentioned Collective Agreement it is a mandatory requirement, for tendering and/or obtaining a Federal, Provincial or Municipal Government construction contract or contracts, that an Employer participate in a preference of hiring system which differs from the provisions of Article 19 B 1 of the Collective Agreement, then the Employer shall be entitled to comply with such differing hiring system as is mandatorily required subject only to the following conditions:

- i) Article 19 B 4 c i of the Collective Agreement shall not apply on the subject project only.
- ii) All other provisions of the Collective Agreement shall apply.
- iii) In order for this Letter of Intent to come into force and effect an Employer shall notify the Union prior to commencing work on any such project or projects within seven (7) calendar days of being awarded the work by delivering to the Union by registered mail a true and certified copy of the mandatory requirements imposed and which necessitates a "differing hiring system".


(B) The Union reserves the right to withdraw and/or cancel from any Employer or Employers who fail to comply with, violate, or abuse the privileges contained in this Letter of Understanding.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



LETTER OF UNDERSTANDING – DEMOLITION WORK


**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANTIOBA
AND
LOCAL UNION 1258
OF
THE CONSTRUCTION & SPECIALIZED WORKERS' UNION**

RE: DEMOLITION WORK


The parties agree that the Employer shall have the right to utilize up to three (3) Trainees for every one (1) Labourer on the work site.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



**LETTER OF UNDERSTANDING – UNION/CONTRACTOR
DIALOGUE**

**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANTIOBA
AND
LOCAL UNION 1258
OF
THE CONSTRUCTION & SPECIALIZED WORKERS’ UNION**

RE: UNION/CONTRACTOR DIALOGUE

It is agreed that the Employer will notify the Union when a non-union contractor is bidding the same work that the Union Employer would normally use its own labour force. The intention of this letter is to provide the Union with the opportunity to offer a superior competitive package to the Employer, so that the Union may have a reasonable opportunity to secure additional work.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



LETTER OF UNDERSTANDING – STANDARDIZATION OF AGREEMENT WORDING

**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANITOBA
AND
LOCAL UNION 1258
OF THE
CONSTRUCTION & SPECIALIZED WORKERS' UNION**

RE: STANDARDIZATION OF AGREEMENT WORDING

The above referenced parties agree to establish a balanced working group whose purpose is to review and attempt to standardize the language of the Collective Agreement with the language of other Manitoba Building Trades Collective Agreements.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



LETTER OF UNDERSTANDING – CLARIFICATION OF ARTICLE 21

**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANTIOBA
AND
LOCAL UNION 1258
OF
CONSTRUCTION & SPECIALIZED WORKERS' UNION**

RE: CLARIFICATION OF ARTICLE 21

The above referenced parties agree that for clarification purposes, the classification of “Equipment Operator” as detailed in Article 21 – Wages, is intended to address the following types of equipment:

Fork Lift, Zoom-Boom (with attachments), Bob Cat (with attachments)

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



LETTER OF UNDERSTANDING – ON-SITE SAFETY OFFICER

**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANITOBA
AND
LOCAL UNION 1258
OF THE
CONSTRUCTION & SPECIALIZED WORKERS' UNION**

RE: ON-SITE SAFETY OFFICER

The parties agree that those individuals who are assigned by their Employer to act as the “On-site Safety Officer” shall be respected and their safety directives shall be followed without delay by all employees on the job site.

In order to assist the Safety Officer, Foreman and/or Lead Hands may be given the responsibility of ensuring that the Safety Officer’s safety directives are followed by the workers on their crew. Further all employees, worker safety representatives and safety and health committees share an equal level of responsibility regarding safety practices on their respective job site as directed by their Employer as per the Manitoba Health and Safety Act, whichever is more stringent.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



LETTER OF UNDERSTANDING – HEARING

**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANTIOBA
AND
LOCAL UNION 1258
OF
CONSTRUCTION & SPECIALIZED WORKERS' UNION**


RE: HEARING TESTING

The Parties to this Collective Agreement recognize that the proper protection or our workers hearing is an essential wellness and safety consideration. To that end, the Local Union agrees to provide to its signatory Contractors the following hearing test services, effective date of signing of this Collective Agreement.

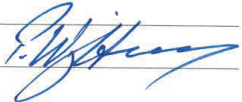
- (A) The Local will ensure that all members of the Local will have their hearing tested once per year and the Local will maintain these records. At the point of dispatch by the Union to a signatory Contractor, the Local will include the member's most current hearing percentage test result.
- (B) The Local will conduct on-site hearing testing by use of a mobile testing trailer that can be brought to Employers' job sites in order to ensure the most time efficient mode of testing of their employees takes place. Such testing will occur on company time.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



**LETTER OF UNDERSTANDING – RESOLVING PENSION
CONTRIBUTIONS FOR EMPLOYEES 71 YEARS OF AGE AND OLDER**

**LETTER OF UNDERSTANDING
BETWEEN
THE LABOURERS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANTIOBA
AND
LOCAL UNION 1258
OF
CONSTRUCTION & SPECIALIZED WORKERS' UNION**

**RE: RESOLVING PENSION CONTRIBUTIONS FOR
EMPLOYEES 71 YEARS OF AGE AND OLDER**

In order to comply with the CRA July 2021 Directive regarding Employer pension contributions for employees 71 years of age and older, this Letter of Understanding confirms that the parties are in agreement that said described workers will receive their hourly pension contributions from their respective Employer by separate pay cheque (with all statutory deductions) which will be titled as “Other Income”. These pension contributions will not be forwarded to the Pension Plan Administrator but will be provided to the employee each payroll period.

Dated this 6 day of March, 2023.

For the Union:



For the C.L.R.A.M.



APPENDIX "B" – TOTAL EMPLOYER LABOUR COSTS

TOTAL EMPLOYER LABOUR COSTS – FEBRUARY 19, 2023 – APRIL 30, 2024

CLASSIFICATION	Base Rate	Stat Pay	Vacation Pay	Health & Welfare	Pension	Training	Industry Promotion	Total Employer Costs
General Labourer	\$28.40	\$1.28	\$1.78	\$0.60	\$2.94	\$0.25	\$0.15	\$35.40
Certified General Labourer	\$30.82	\$1.39	\$1.93	\$0.60	\$2.94	\$0.25	\$0.15	\$38.08
Equipment Operator (Swamper/Vibrator/Bricklayer Helper)	\$29.80	\$1.34	\$1.87	\$0.60	\$2.94	\$0.25	\$0.15	\$36.95
Concrete Finisher	\$32.90	\$1.48	\$2.06	\$0.60	\$2.94	\$0.25	\$0.15	\$40.38
Red Seal Cement Finisher	\$37.25	\$1.68	\$2.34	\$0.60	\$2.94	\$0.25	\$0.15	\$45.21
Trainee 1 (0-1200 hours at 60% of General Labourer	\$17.04	\$0.77	\$1.07	\$0.60	\$1.76	\$0.25	\$0.15	\$21.64
Trainee 2 (1201-2400 hours at 77% General Labourer	\$21.87	\$0.98	\$1.37	\$0.60	\$2.06	\$0.25	\$0.15	\$27.28
Trainee 3 (2401-4000 hours at 96% of General Labourer	\$27.26	\$1.23	\$1.71	\$0.60	\$2.50	\$0.25	\$0.15	\$33.70

NOTE: Trainee 1 Pension at 60% of General Labourer
 Trainee 2 Pension at 70% of General Labourer
 Trainee 3 Pension at 85% of General Labourer

TOTAL EMPLOYER LABOUR COSTS – MAY 1, 2024 – APRIL 30, 2025

CLASSIFICATION	Base Rate	Stat Pay	Vacation Pay	Health & Welfare	Pension	Training	Industry Promotion	Total Employer Costs
General Labourer	\$29.19	\$1.31	\$1.83	\$0.65	\$3.09	\$0.25	\$0.15	\$36.47
Certified General Labourer	\$31.70	\$1.43	\$1.99	\$0.65	\$3.09	\$0.25	\$0.15	\$39.26
Equipment Operator (Swamper/Vibrator/Bricklayer Helper)	\$30.64	\$1.38	\$1.92	\$0.65	\$3.09	\$0.25	\$0.15	\$38.08
Concrete Finisher	\$33.85	\$1.52	\$2.12	\$0.65	\$3.09	\$0.25	\$0.15	\$41.63
Red Seal Cement Finisher	\$38.35	\$1.73	\$2.40	\$0.65	\$3.09	\$0.25	\$0.15	\$46.62
Trainee 1 (0-1200 hours at 60% of General Labourer	\$17.51	\$0.79	\$1.10	\$0.65	\$1.85	\$0.25	\$0.15	\$22.30
Trainee 2 (1201-2400 hours at 77% General Labourer	\$22.48	\$1.01	\$1.41	\$0.65	\$2.16	\$0.25	\$0.15	\$28.11
Trainee 3 (2401-4000 hours at 96% of General Labourer	\$28.02	\$1.26	\$1.76	\$0.65	\$2.63	\$0.25	\$0.15	\$34.72

NOTE: Trainee 1 Pension at 60% of General Labourer
 Trainee 2 Pension at 70% of General Labourer
 Trainee 3 Pension at 85% of General Labourer

TOTAL EMPLOYER LABOUR COSTS – MAY 1, 2025 – APRIL 30, 2026

CLASSIFICATION	Base Rate	Stat Pay	Vacation Pay	Health & Welfare	Pension	Training	Industry Promotion	Total Employer Costs
General Labourer	\$30.01	\$1.35	\$1.88	\$0.70	\$3.24	\$0.25	\$0.15	\$37.58
Certified General Labourer	\$32.60	\$1.47	\$2.04	\$0.70	\$3.24	\$0.25	\$0.15	\$40.45
Equipment Operator (Swamper/Vibrator/Bricklayer Helper)	\$31.51	\$1.42	\$1.98	\$0.70	\$3.24	\$0.25	\$0.15	\$39.25
Concrete Finisher	\$34.83	\$1.57	\$2.18	\$0.70	\$3.24	\$0.25	\$0.15	\$42.92
Red Seal Cement Finisher	\$39.49	\$1.78	\$2.48	\$0.70	\$3.24	\$0.25	\$0.15	\$48.09
Trainee 1 (0-1200 hours at 60% of General Labourer	\$18.01	\$0.81	\$1.13	\$0.70	\$1.94	\$0.25	\$0.15	\$22.99
Trainee 2 (1201-2400 hours at 77% General Labourer	\$23.11	\$1.04	\$1.45	\$0.70	\$2.27	\$0.25	\$0.15	\$28.96
Trainee 3 (2401-4000 hours at 96% of General Labourer	\$28.81	\$1.30	\$1.81	\$0.70	\$2.75	\$0.25	\$0.15	\$35.77

NOTE: Trainee 1 Pension at 60% of General Labourer
 Trainee 2 Pension at 70% of General Labourer
 Trainee 3 Pension at 85% of General Labourer

