## 2024 - 2028

## GENERAL CONTRACTORS HEAVY EQUIPMENT TRADE DIVISION COLLECTIVE AGREEMENT

## **BETWEEN**



# THE GENERAL CONTRACTORS HEAVY EQUIPMENT TRADE DIVISION

of the

Construction Labour Relations Association of Manitoba

**AND** 



## **LOCAL UNION 987**

of

The International Union of Operating Engineers

Hoisting and Portable

## **COLLECTIVE AGREEMENT**

#### **BETWEEN**

The Construction Labour Relations Association of Manitoba on behalf of and agents for the member firms of its General Contractors Heavy Equipment Trade Division (hereinafter referred to as the "Employer").

OF THE FIRST PART

#### **AND**

The International Union of Operating Engineers, Hoisting and Portable, Local 987 and its members (hereinafter referred to as the "Union").

OF THE SECOND PART

WHEREAS the undersigned Employer and employee representatives have bargained collectively with a view to reaching an agreement on standard terms and conditions of employment to be included in collective agreements in the construction industry:

AND WHEREAS the standard terms and conditions of employment agreed upon are set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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## SECTION 1 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

- A. This Collective Agreement shall be effective from May 12, 2024 to April 30, 2028, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from 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 Section 4.

## **SECTION 2 - SCOPE AND RECOGNITION**

A. It is agreed by the parties hereto that all of the terms and conditions of this Collective Agreement shall apply for the Province of Manitoba unless altered or amended by a separate agreement between the Association and the Union. The Union agrees that it will not sign any Agreement within their trade for any of the classes of employees covered by this Agreement for different working conditions or for different monetary provisions than those contained in this Collective Agreement within the Province of Manitoba, unless first mutually agreed to in writing with the Association.

Neither party shall enter into any "Project Specific Agreement" covering the work jurisdiction as described in this Collective Agreement for different hours of work, working conditions, monetary provisions or any other term and condition than those contained in this Agreement, unless mutually agreed-to in writing between the parties.

It is agreed that for the purposes of developing any "Project Labour Agreements" with a third party, that Local Union 987 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 987 signing off on the "Project Labour Agreement".

The parties to this Collective Agreement agree to make every reasonable effort to support the Manitoba Building Trades Council, the C.L.R.A.M. and Local 987 in the development of a Project Labour Agreement, provided the aforementioned agreement advances the opportunities for Unionized Contractors and Unionized employees to work on the project in question.

- **B.** All reference in this Collective Agreement to the masculine gender shall apply equally to the feminine gender.
- C. The Employers who have agreed to be bound by this Collective Agreement, either through the Construction Labour Relations Association of Manitoba or as individual firms, shall be parties to this Collective Agreement as principals; however, their status shall be several not joint.
- **D.** 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.
- **E.** The Construction Labour Relations Association of Manitoba recognizes the Union as the sole and exclusive bargaining representative for all employees bound hereunder and agrees that the Union may represent the employees in all contract observance disputes.

## **SECTION 3 - OBJECTS**

- **A.** The object of this Agreement is to stabilize the industry and to prevent any lock-out or strikes, 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, 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 and settling differences that may arise between the parties to this Agreement and to maintain industrial peace through collective bargaining between the parties hereto.
- **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 stand-by crews, spread work policies and other objectionable practices.
- **D.** Both parties agree that each employee has a responsibility to produce work of an acceptable quality efficiently and with due regard for the safety of himself and others, and the protection of company property and materials.

## **SECTION 4 - GRIEVANCE AND ARBITRATION PROCEDURE**

It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances so that there shall be no interruption of normal operations as a result of any grievance. Both parties shall make every reasonable effort to promptly resolve grievances in a fair and equitable manner and shall act in good faith when addressing grievances in accordance with the provisions of this section.

**A.** "Grievance" means any difference or dispute concerning the meaning, interpretation, application, administration, or alleged violation of this Collective Agreement.

## **GRIEVANCE PROCEDURE**

- **B.** Grievance properly arising under this Collective Agreement shall be processed as follows:
  - **Step 1:** Any employee having a grievance shall first discuss it with his Steward or other Union official who will then discuss it with the Employer or his designate within ten (10) working days from the time the grievance occurred.
  - **Step 2:** If the matter is not satisfactorily resolved at Step 1, the grievance shall be stated in writing and signed by the grieving employee. The employee or a Union official acting on behalf of the employee shall present the written grievance to the designated representative of the Employer within ten (10) working days of the completion of Step 1, The written grievance shall set forth the following particulars of the complaint: the nature of the grievance, the name of the person (or persons) involved, the date or approximate date of the alleged violation (or violations), the section (or sections) of the Collective Agreement which the employee alleges has been violated, and the remedy sought.

The Employer shall reply in writing within ten (10) working days of receiving the written grievance.

If the matter is not satisfactorily resolved at Step 2, the grievance shall be submitted to Step 3.

- **Step 3:** Within ten (10) working days of receipt of the Employer's written response in Step 2, the Union shall notify the Employer in writing of its desire to submit the grievance to Step 3. The representatives of the parties shall meet within ten (10) working days following receipt of such notice in order to discuss and endeavor to settle the grievance. Where the grievance concerns employees working in remote northern areas, the time limit for resolution at Step 3 will be increased to thirty (30) days.
- C. Where the Employer is a member of the Construction Labour Relations Association of Manitoba, the Association shall receive written notification of all contract observance disputes where the matter is not settled summarily on the job site in Step 1 of the grievance procedure. Copies of all Step 2 grievances against an Employer shall be delivered to the Construction Labour Relations Association of Manitoba at the same time the grievance is delivered to the Employer involved.

- D. Unless a request to process a grievance from one step to the next is made within the time limits specified above, the grievance shall be deemed to be settled on the basis of the reply at the previous step. If no decision has been given to the grieving party or their representative within the time limits specified or if the grievance is not satisfactorily resolved by the reply, the grieving party shall be entitled to submit the grievance to the next step, including arbitration, providing they do so within the time limits provided. The time limits stated above may be extended by mutual consent of the parties in writing.
- E. If an employee claims he has been unjustly discharged by the Employer, his complaint shall be treated as a grievance if a written statement of claim is given by the employee or by the Union to the Employer's superintendent or mailed to the Employer within ten (10) working days of notice of dismissal. In such cases, the grievance procedure shall commence with Step 3. Such grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which, in the opinion of the conferring parties, is just and equitable.
- **F.** Any agreement arrived at between the parties during or subsequent to the above steps shall be binding upon both parties and on the persons concerned.
- **G.** In the event of dispute over the completeness of the particulars of a grievance, the grieving party may proceed to arbitration to resolve the dispute.
- **H.** The parties to this Collective Agreement shall have the right to process a group grievance or a grievance against the other party by submitting the grievance in writing in the form set forth in Step 2 within ten (10) calendar days of the incident or occurrence giving rise to the grievance. For this type of grievance, the grievance procedure shall commence at Step 3.
- I. It is agreed by both parties to this Collective Agreement that no complaint or dispute under this Collective Agreement may be submitted to arbitration until the above grievance procedure has been exhausted.

#### **ARBITRATION PROCEDURE**

- **J.** After receiving the decision of the Employer, as explained in Section 4 B. Step 3, and failing a satisfactory settlement, either party, within ten (10) calendar days, may refer the dispute to Arbitration by giving notice to the other party in writing.
- **K.** 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.
- **L.** 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.

- **M.** In the event of failure to agree upon a Chairperson, the Manitoba Labour Board shall be requested to appoint a Chairperson.
- N. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Collective Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Collective Agreement.
- O. The procedure before the Arbitrator shall be in accordance with the *Labour Relations Act of Manitoba* and the findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

## P. Expenses of the Board/Sole Arbitrator

Each party shall pay:

the fees and expenses of the Nominee it appoints. one-half the fees and expenses of the Chairperson or Sole Arbitrator.

- **Q.** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the parties, in any manner whatsoever.
- **R.** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

## **SECTION 5 - STRIKES AND LOCKOUTS**

- A. It is agreed by the Union that there shall be no strike or slowdown either complete or partial by the Union or any member of the Union whose employment is subject to this Collective Agreement, which will stop or interfere with production during the life of this Collective 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. Notwithstanding A and/or B above, where, following the regular or nominal expiry date of this Agreement the parties have made every reasonable effort to conclude a Collective Agreement and no Collective Agreement has been concluded, either party may notify the other party in writing of termination of the Collective Agreement. A copy of such notice shall be filed with the Registrar of the Labour Relations Board.

## **SECTION 6 - MANAGEMENT RIGHTS**

**A.** The Union acknowledges that it is the exclusive and undisputed right of the Employer to manage his industrial enterprise in all respects, subject only to the limitations expressly stated in this Agreement.

## **SECTION 7 - TRADE IMPROVEMENT COURSES**

- A. Should any tradesman employee be found by the Employer to be performing work below an acceptable standard for his classification the Employer may warn the man and notify the Union that such a warning has been issued. Should the man then continue to produce unsatisfactory work his case will be reported to the Joint Conference Committee who may require the man to take a Trades Qualifications Up-Grading Course (approved by the Joint Conference Committee) and pass same or to re-qualify under the requirements of the *Tradesmen's Qualification Act*. Any man who refuses to take such a course when so ordered by the Joint Conference Committee or who fails to pass same shall have his wage rate reduced by ten (10%) percent until such time as he takes and passes the prescribed course.
- **B.** Any decision in reference to sub-standard work is the responsibility of the Joint Conference Committee. In the event of a deadlock decision no action will take place.

## **SECTION 8 - CALL IN AND REPORTING TIME**

- A. When a man is hired by a qualified representative of the Employer and reports as ordered to the job for the first time after being hired, and is then refused work, he shall receive not less than four (4) hours pay at the applicable straight time base wage rate of pay as stipulated in Section 37 of this Collective Agreement.
- **B.** Where an employee reports for work and is not given the opportunity to work because work is not available, the employee shall be paid not less than three (3) hours pay at the applicable straight time base wage rate of pay provided the employee remains on the job for the full three (3) hours or is granted permission to leave before the expiry of the three (3) hour period. Employees entitled to room and board shall receive the regular allowance for the day.
- C. Where an employee has been notified prior to leaving his place of residence not to report to work, the three (3) hours reporting time set out in (B) above shall not apply.
- **D.** An employee called out for work after he has completed his regular shift and has gone home shall be given not less than four (4) hours work at the applicable wage rate, or if sufficient work is not available the employee shall be paid a minimum of four (4) hours pay at the applicable wage rate.
- **E.** If on any project work cannot proceed due to shortage of material or any other reason, men living away from home will either be returned home or at the option of the Employer and with the consent of the employees, will be paid a minimum of three (3) hours per day for the days that the work is delayed.

## **SECTION 9 - WAGES - HOW PAID**

- **A.** Subject to the Employer's communicated payroll policy, the employee must submit their completed time card (for the previous week) and wages shall be paid weekly by cheque or by direct deposit.
- **B.** The Employer agrees to provide each pay period a complete dated statement (printed or electronic) for each employee showing separate totals of the following (including net pay):

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

The statement will show all deductions made by the Employer.

## **SECTION 10 - IN CASE OF INJURY**

- A. Employees requiring off site medical attention as a result of an injury sustained on the job and which results in no return to work on that day, or where a qualified First Aid Attendant recommends absence until the next day, then the injured employee shall be paid for the full shift of the day of the injury. The Employer may require that a doctor's medical certificate be furnished.
- **B.** The Foreman or Employer's agent shall gather the injured employee's tools and belongings and place them in his toolbox and in the place of storage. The Employer shall be responsible for such items until same are removed from the site by a person authorized by the employee or until the employee returns to work.
- C. It shall be the responsibility of the Employer to provide transportation cost and travelling expenses to all employees injured in the performance of their work who become Compensation Act cases and require recuperation time, to their point of hire and back to the job site after recovery. The Employer reserves the right to require a doctor's medical certificate be furnished.
- **D.** Where an employee sustains an injury or suffers a legitimate illness necessitating medical or first aid treatment, the Employer shall provide transportation or transportation costs and travelling expenses for the employee to a location where medical or first aid services are available. This shall apply where such services are not available at the job site. After the employee has recovered sufficiently to perform his duties the Employer will provide transportation or transportation costs and travelling expense for the employee back to the job site provided work is still available.
- E. Where an injured or legitimately ill employee remains at the job site during recovery the Employer shall continue to provide room and board expense or camp accommodation as the case may be. This shall only apply where the injury or illness is expected to be of short duration and where the Employer excuses the employee from work or where a medical certificate has been issued.
- **F.** If any of the costs or expenses set forth in this section are compensable under the *Worker's Compensation Act*, the employee shall have no claim against the Employer under this section. In the event of disagreement as to compensability the Employer shall provide the applicable conditions of A, B, C, D, E, or F, immediately.
- **G.** The employee if requested to do so by the Employer shall immediately file claim with the Worker's Compensation Board. Should the claim be honored the employee shall reimburse the Employer in the amount of the paid claim.
- **H.** Where an employee suffers a workplace injury/illness, the employee is required to advise the Employer of the injury/illness in a timely fashion and the Employer shall report the injury/illness to the Worker's Compensation Board, in accordance with the *Worker's Compensation Act*.

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

- **A.** A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- **B.** The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. He must report the breakage or loss of any of these tools immediately to his superior.
- **C.** An employee found misusing the Employer's tools may be held responsible.
- **D.** Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- **E.** The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer. In the case of theft of tools and/or equipment, both parties agree to the principle of Prosecution.
- F. Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss, satisfactory to the insurance company. Such list must be submitted within ten (10) days of loss unless reason satisfactory to the insurance company can be shown for not having done so.
- **G.** Journeyperson, and Apprentices when the same are provided for under the trade training programs under the Department of Labour, shall be required to supply the ordinary hand tools of the trade.
- **H.** Operators shall be required to supply ordinary hand tools, based on existing company practice. If mechanics are required to transport their tools to an out-of-town job site and/or return, other than by private vehicle, the Employer will be responsible for shipping costs.
- I. Mechanics shall be required to supply the ordinary hand tools of the trade in accordance with Electrical Crane and Hoist Mechanic's tool list as per Appendix "B".

## SECTION 12 - SAFETY, SAFETY EQUIPMENT AND SANITARY ARRANGEMENTS

## A. SAFETY AND SAFETY EQUIPMENT

- 1. The Employer will supply welding helmets, goggles, leather apron/jacket and welder's gloves and with the exception of hard hats and safety boots (unless an Employer as a condition of employment insists upon a particular type or color) all safety equipment shall be supplied by the Employer on a loan basis to the employee who shall sign a receipt for same. Any employee to whom safety clothing or equipment is supplied shall be responsible for loss of same or damage other than normal wear and tear; this shall include rainwear when necessary. An employee will be deducted from his outstanding wages for costs of above if he fails to return same to the Employer upon termination of his employment.
- 2. Where a Safety Committee is established under the provisions of the *Workplace Health & Safety Act* the Operating Engineers may have a representative on the Committee. Meetings of the Committee shall be scheduled so as not to interfere with the progress of the work. Copies of the Minutes of Safety Meetings shall be forwarded promptly to the Union Office by the Employer.
- 3. The Union, the Employer and all employees mutually desire to maintain high standards of safety. To that end an employee who observes a potentially unsafe work practice is expected to report same to his or her immediate supervisor. If satisfactory remedy is not forthcoming within two (2) working days of the complaint, the Union or the employee may file a complaint in writing with the Employer's senior representative at the project. This procedure may be invoked in the interests of safe working practices. Accordingly, an employee who implements this procedure will not be discriminated against.
- 4. The Employer, the employees and the Union agree to abide by the provisions of the *Workplace Health & Safety Act* and the regulations made thereunder.
- 5. Where an employee is of the opinion that it may be unsafe to operate equipment under certain conditions, he shall discuss the operating conditions with his Foreman before operating the equipment.
- 6. If after discussions with the Foreman, the employee is still of the opinion that it is unsafe to operate the equipment the matter shall be referred to the Employer's senior representative at the site.
- 7. The Employer agrees to have a permanent notation affixed on all cranes, derricks, hoists, and similar equipment showing the safe working loads.

8. The Employer will stock copies of the maintenance and instruction manuals for each piece of equipment. If requested to do so the Employer will make available to the operator of any crane, derrick, hoist or similar piece of equipment, a copy of the maintenance instructions and/or manuals for the proper care and use of the equipment, provided that the employee assumes the responsibility for their safe return at the time agreed.

#### **B.** SANITARY ARRANGEMENTS

- 1. A clean and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch, and which also provides a sufficiently secure place to keep their tools and clothing shall be provided. The shelter may be used for storage but sufficient room for the employees' needs shall be kept clear from building material and other construction paraphernalia.
- 2. On any jobsite, or the Employer's permanent place of business, where there is no running water available, fresh drinking water in approved insulated sanitary containers shall be provided. Paper cups will be supplied.
- 3. The Employer shall provide adequate sanitary facilities on the jobsite commensurate with the number of men employed as laid down in Municipal, Provincial and Federal Government regulations. Such facilities shall be adequately heated (when this is practical in view of the job situation), lighted, ventilated, and shall be inspected daily and cleaned, as necessary.
- 4. Where wash-up facilities are not provided on the job, hand cleaners and paper towels will be made available for the use of the employees.

## **SECTION 13 - COMMUTING BEYOND THE WINNIPEG ZONE**

**A.** When an employee, by arrangement with the Employer, commutes to a job beyond the outer Perimeter Highway he shall receive the following commuting allowance and travel time allowance from the outer Perimeter Highway to the job site and return.

#### 1. (i) Vehicle Allowance

Vehicle Allowance will be paid in accordance with the Canada Revenue Agency's Automobile Reasonable Allowance Rates (and will be adjusted yearly thereafter):

For 2024, the Canada Revenue Agency has set those rates as follows:

- \$0.70 per kilometre for the first 5.000 kilometres driven;
- \$0.64 per kilometre driven after that

## 2. (i) Travel Time Allowance

Effective May 1, 2024 - An allowance of sixty (60¢) cents per kilometer, will be paid in lieu of travel time for each road kilometer travelled.

- (ii) Effective **May 1, 2025,** and yearly thereafter, the travel time rate shall be increased by the percentage change in the Statistics Canada Index for the Cost of All Items Manitoba, from March to March, to be paid out from **May 1, 2025,** and yearly thereafter.
- 3. If the employee must leave the job during the regular working day due to legitimate illness or injury, he shall be paid the return travel expense.
- 4. Any employee reporting for work shall be paid his regular round trip commuting time if the employee is properly prepared and fit to work unless he has been previously notified not to report.

## B. EMPLOYER SUPPLIED TRANSPORTATION (Vehicle Allowance Does Not Apply)

1. For jobs lasting more than one (1) day:

## (i) Travel Time Allowance

The driver of the Employer supplied vehicle will be paid at the normal rate of pay, not to exceed time and one-half (1 ½) the regular rate of pay, while driving. If work is performed when the employee arrives at the site, then overtime rates as specified in Section 33 shall apply.

## **SECTION 14 - WORKING INSIDE THE WINNIPEG ZONE**

- **A.** All travelling within the area bounded by a fifteen (15) mile radius outside the Perimeter Highway around Winnipeg will be free of all travel time and travel expense, except as follows:
  - 1. When an employee ends his day's work at a point other than his starting point and has to return to his starting point in order to pick up his personal transportation, the Employer will provide transportation to his starting point and travel time at straight time rates of pay.
  - 2. When an employee is directed by the Employer to use the employee's personal vehicle for transportation between job sites inside the Winnipeg Perimeter Highway (i.e. the shortest route), the employee shall be required to maintain and submit to the Employer an itemized log along with the employee's current weekly time sheet for approval (i.e. Vehicle Allowance and Travel Time Allowance paid at the rates set out in Section 13 of this Agreement.

The Employer shall continue to provide parking for its employees at the Employer's yard including electrical plugs where practical.

**B.** The employee shall be entitled to park within proximity of the job site. If the employee is required to pay for his parking, the Employer will reimburse reasonable parking costs.

## SECTION 15 - TRAVELLING TIME AND TRAVELLING EXPENSE

When the employee is instructed by the Employer or by the Union at the request of the Employer, to travel to a project beyond the boundaries of the Perimeter Highway of Metropolitan Winnipeg where Section 13 does not apply he will be entitled to Board Expense Refund and to transportation expense and travelling time as follows:

- A. The Employer shall supply air, rail, or bus transportation (at the Employer's discretion) with the appropriate amount of travel time and applicable subsistence (as per C below). It is agreed that in remote areas, which are not accessible by rail or bus, the Employer shall supply air transportation, where available. Also, the employee shall be paid taxi fare from the Employer's Office or from the employee's residence (whichever is the lesser) to and from the airport, bus depot and/or train station unless the Employer provides transportation.
- **B.** Where an employee by arrangement with his Employer elects to travel by private vehicle he shall be compensated as per Section 13 of this Collective Agreement.
- C. Travelling time will be at the employee's straight time rate at the actual travel hours by the shortest route to the job beyond the outer Winnipeg Perimeter Highway, utilizing Google Maps (computed as per B above) up to a maximum eight (8) hours for any calendar day. Each eight (8) hours paid for continuous travel shall entitle the employee to one (1) day's board expense refund. This clause is applicable to all modes of travel including Employer supplied transportation.
- **D.** If overnight travel by train is required, the Employer shall furnish a berth and meals in lieu of the Board Expense Refund.
- **E.** If an employee, through no fault of his own, is unduly delayed in travelling to the job on Employer supplied transportation, he shall be paid transportation cost, meals in transit and travel time up to a maximum of eight (8) hours in any calendar day.
- **F.** When travelling during a normal shift and upon arrival at the project (jobsite), time remains on the shift (that the employee is to be assigned to) the employee shall be offered work for the remainder of such shift, unless the employees on that shift have ceased work due to inclement weather or other circumstances beyond the control of the Employer.
- G. An employee will be entitled to one way fare and travelling time (in accordance with 15 (C) above) when he has been employed at the site for twenty-one (21) calendar days or for the duration of the job whichever is the lesser and if he quits the job within that time period and has been paid his fare and travelling time the same shall be deducted from his outstanding wages.
- **H.** A travel free radius of six (6) kilometers will apply on all out-of-town jobs. Beyond this six (6) kilometer radius the rates as listed in Section 13 will apply. The center of the town, which the six (6) kilometer radius will be measured, is the city or town closest to the job site providing it has suitable available accommodation.

## **I.** From the Jobsite

Return transportation to the point from where the employee was dispatched shall be paid provided that the employee stays on the job site for the approved number of days per Section 15 J. or to termination of the job or lay-off whichever time is the shorter.

## J. Turn About

An employee shall be entitled to a return fare and travel time while employed at the site, on the following basis:

## 21 Calendar Days

Where an employee leaves the site one-half (1/2) of the return transportation costs as outlined in A and B above will be paid to the employee on his leaving the site and the balance of the money due to him will be paid upon his return to the job site. Where the Employer requires the employee to remain on the site, (or the employee elects to remain on the site with the Employers authorization) beyond the twenty-one (21) calendar days stated above, this employee will be compensated for transportation costs outlined in 15 A or 15 B as wages earned with all applicable statutory deductions.

The employee shall be rotated onto work within the Winnipeg Fifty (50) kilometer Zone.

OR

The employee shall be allowed seven (7) days' leave for his turnabouts (inclusive of travel days to and from the site) without being terminated unless special permission has been granted by the Employer for more time. If the employee has been employed at a job site from which he has not returned within the approved period such employee shall have the option of taking the seven (7) day leave or accepting work in the Winnipeg Fifty (50) Kilometer Zone.

Because of the circumstances involved in the Employer's operations, leave arrangements will be made by mutual agreement between the affected employee(s) and the Employer and said arrangements will be subject to a replacement(s) being available for the leave period.

## **SECTION 16 - BOARD EXPENSE REFUND**

- **A.** Where employees covered by this Collective Agreement are working on out-of-town projects and such employees must of necessity board in the vicinity of the project (where Section 13 does not apply) the Employer will reimburse them for their board and lodging in the following amounts:
  - (i) Out of town work within a ninety-six-point five (96.5) kilometer radius of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a subsistence allowance per day worked as follows:

May 1, 2024 - \$168.93 per day worked.

(ii) Out of town work beyond a ninety-six-point five (96.5)\_kilometer radius\_of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a subsistence allowance per seven (7) day week as follows:

May 1, 2024 - \$194.91 per day worked \$1364.37 per week.

B. Effective May 1, 2025, and yearly thereafter, the subsistence allowance in (i) and (ii) above shall be increased by the percentage change (to the nearest one cent  $(1\phi)$ ) in the Statistics Canada Index for the Cost of All Items Manitoba, from March to March, and to be paid out from May 1, 2025.

C.

- (i) If any employee is required to stay one (1) night or more for an out of town job and who leaves the Employer's yard prior to his regular start time, he shall receive the full subsistence daily allowance for that day (as per 16 A). If the room is supplied by the Employer, the employee shall receive the applicable meals as per Section 16 B (ii) below.
- (ii) If the employee leaves after the regular start time for an out of town job, he shall receive the out of town allowance based upon his departure time and additional meals shall be paid as per the following 2024 CRA meal per diems (inclusive of PST and GST) (updated each year on May 1<sup>st</sup> thereafter for the term of this Collective Agreement) for that day:

Effective May 1, 2024

Breakfast \$23.00 Lunch \$23.00 Dinner \$23.00

- **D.** If the economy of the area is such that room and board cannot be obtained for the above stated allowance, then the Employer will pay the additional expense upon presentation of authorized valid receipts on an individual basis, on approval of expenses incurred. Any abuse of this allowance by an employee will be cause for dismissal.
- E. An employee will not qualify for room and board expense refund for a Saturday, Sunday, or holiday unless he works his scheduled shift immediately before and immediately after the Saturday, Sunday, or holiday. Board expense refund, however, will be paid for the Saturday, Sunday, or holiday where the employee is absent from work with the permission of the Employer or where the work is delayed due to inclement weather or other emergency.
- F. No board expense refund will be paid to employees who are hired at the job if they have lived in the town or locality where the project is located for three (3) months or more prior to hiring. Where however, the project is so located that the employee cannot commute to the project daily, then the employee shall be offered either Camp facilities or Room and Board Expense Refund.
- G. This Room and Board Expense Refund will not apply when employees can be accommodated at accommodation arranged for by the Employer, (with an appropriate standard which has been agreed to between the Union and the Employer prior to the employee leaving for the job site), in which case, the Employer will pay the cost of the accommodation provided, or pay the employees an amount equal to the cost of the accommodation. Any unauthorized charges placed on accommodations arranged for by the Employer (examples of charges: long distance, movies, bar, theft charges etc.) may be deducted from the employee's wages.

## **SECTION 17 - SAVINGS CLAUSE**

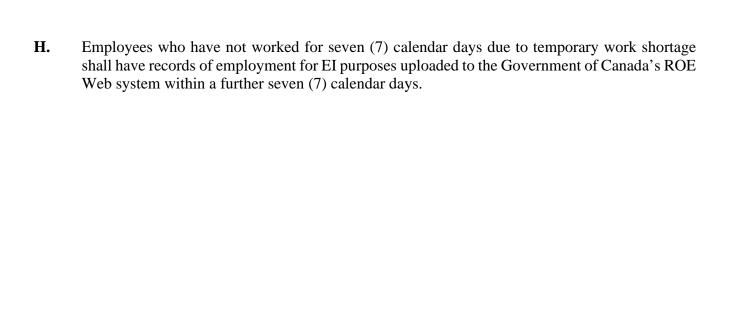
- A. It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Federal Government of Canada and the Province of Manitoba. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statutes to comply with any provision or provisions of this Agreement, the parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby.
- **B.** Should the parties fail to agree within forty-five (45) days (unless mutually extended) the provisions in question shall be submitted to binding arbitration in accordance with Section 4 of this Agreement.

## **SECTION 18 - TERMINATION OF EMPLOYMENT**

- **A.** When an employee quits, he shall give his Employer one (1) hours' notice and shall receive his pay at the next scheduled payroll period.
- B. When an employee is laid off, the Employer will give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. In the event that an employee does not return Employer supplied items (i.e. fuel charge card, shop keys, vehicle keys, electronic devices, etc.) the Employer shall charge the replacement cost of same to the employee and deduct this cost from any monies owing to the employee, so long as the Employer can provide forms (Sign-up forms, etc.) indicating the employee's signature acknowledging such items were in the employee's possession. Where no suitable transportation from the job site is available, the Employer will be responsible for Board Expense Refund as per existing accommodation until the first suitable transportation becomes available. The Employer will provide to the employee, by the next direct deposit payroll period date (and will comply with the applicable Service Canada requirements):
  - 1. Wages to time of lay-off.
  - 2. Vacation Pay Allowance.
  - 3. Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
  - 4. Legal, Statutory and/or General Holiday Pay Allowance.

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

- **C.** When an employee is terminated for cause, the Employer will provide to the employee by the next direct deposit date his pay, records, and allowance.
- **D.** If the employee provides a "logbook", the Employer will mark up the "logbook" stating the employee's length of service, equipment operated and his ability on that equipment as fair, good, or excellent, upon presentation of the "logbook" by the employee.
- **E.** The Employer shall make suitable financial arrangements to enable an employee whose employment has been terminated under this section to return to his point of hire. Arrangements shall not exceed the employee's net earnings.
- **F.** If requested to do so by the Union or the employee, the Employer will provide a termination slip to the Union setting forth the reason for the termination.
- G. Records of employment for EI purposes shall be uploaded to the Government of Canada's ROE Web system within seven (7) calendar days of final pay.



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

- A.
- 1. Each employee shall receive an amount equal to ten-point five (10.5%) percent of his gross wages paid, comprised of straight time, and overtime wages earned, of which four-point five (4.5%) percent shall be in lieu of pay for general and statutory holidays.
- 2. Advance payment in lieu of pay at time of vacation and payment in lieu of statutory holidays in the amount set forth in A 1 above shall be added to each employee's wages and paid and taxed on each pay period. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation with pay owing to the employee as provided by the Manitoba Employment Standards Code. And double payment, once under the Agreement, and once under the Code is not to occur. It is further agreed that the Union will indemnify the Employer and save him harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.
- **B.** The following shall be observed as legal, statutory, or general holidays each year.

New Year's Day	Thanksgiving Day	Louis Riel Day
Good Friday	Christmas Day	Truth and Reconciliation Day
Victoria Day	Boxing Day	
Canada Day	Remembrance Day	
Labour Day	August Civic Holiday	

Also, any other day which is proclaimed by the Federal or Provincial Government as a legal, general, or statutory holiday.

- **C.** If an aforementioned holiday, excluding Remembrance Day, falls on a Saturday or Sunday, the closest following workday(s) will be observed.
- **D.** Except in the case of emergency, all employees will be notified twenty-four (24) hours prior to the general holiday if they are required to work on that day.

## **SECTION 20 - UNION SECURITY**

- **A.** All employees who are members in good standing of the Union and all employees who become members of the Union shall as a condition of employment maintain their membership in good standing for the duration of their employment.
- B. It is agreed that only members in good standing with Local Number 987 shall be employed by the Employer on work coming within the scope of this Agreement. It shall be the responsibility of the Union to determine when a member is in good standing. The Employers shall notify the Union when employees are required, and he shall employ them through the business office of Local 987. The Union will make every effort to secure and supply satisfactory additional employees. If the Union does not dispatch such additional employees within forty-eight (48) hours the Employer shall have the right to employ any available employees at that time. The Employer will advise Local Union 987 of the names of such employees they hire and the location of the job on which they are employed unless the employee has obtained a work permit referral slip from the local Union office. All employees shall, as a condition of employment, make application to become members of the Union within thirty (30) days. Where practical the Employer shall refer the workman to the Union before commencement of employment.
- C. It is agreed that nothing contained in (A) and (B) above shall be deemed to limit the right of the C.L.R.A.M. Employer to name hire available Union members.
- **D.** Students employed by the Employer during the summer months and returning to school in the fall shall be employed within the terms of this Agreement. However, they will not be required to become members of the Union but shall be required to contribute a monthly service fee not in excess of the monthly Union dues.
- E. The Employer agrees to deduct and remit Union dues from all employees employed under the scope of this Agreement and to deduct back dues and/or assessments authorized by the Union in writing. Such deductions shall be forwarded to the Financial Secretary Treasurer of Local No. 987 on or before the 15th day of the month following the month in which such deductions were collected. The remittance shall be accompanied by a statement of the names of the employees from whom the sums have been deducted.
- **F.** The Union shall indemnify and save harmless the Employer from losses, damage, costs, liability, or expenses suffered or sustained by the Employer as a result of any such deductions from payroll

## **SECTION 21 - EMPLOYMENT (GENERAL)**

- **A.** In the event of a reduction in the work force, members of Local Union No. 987 shall be the last to be laid off, provided such members are competent and able to perform the work to be performed.
- **B.** Where members of Local Union No. 987 are available for work and non-members of the said Local Union are employed by the Employer, the Employer, within a reasonable time after being notified of the availability of members shall replace the non-members with members of the Union; provided the members available are competent, willing, and able to perform the work to be performed. A change of personnel pursuant to this Section shall be made at no extra cost to the Employer.
- **C.** It is agreed that the provisions of Section 20 and 21 shall not apply to any employee who the Union refuses to accept as a member.

## **SECTION 22 - UNION REPRESENTATIVE AND STEWARDS**

A. The Business Representative of the Union shall have access during working hours, to all areas of the Employer's operation, after first obtaining the approval of the Employer's representative on the job site and the approval of the person in charge or in control of the job site. Such permission shall not be unreasonably withheld. Attendance by the Business Representative at the site will in no way interfere with the normal operation of the job.

In remote areas, the Employer's Winnipeg representative will grant prior approval for the Business Representative of the Union to visit the job site.

**B.** Whenever security regulations prevent access to any job or project, the Employer, or its Representative, will give all possible assistance to the Business Representative in obtaining the necessary pass or permission to gain access to such job or project.

## C. STEWARDS

- 1. Stewards may be appointed or elected by the Union where Union men are working provided that the Steward is a qualified workman performing work. The use of non-working Stewards will not be allowed.
- 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 men as a whole, and he shall not be discriminated against. He may be called upon by the Employer to assist in the settlement of grievances.
- 4. Whenever possible, considering the nature of the work to be performed, the Steward will be one of the last two employees working under the terms of this Agreement to be laid off, provided he is qualified, competent, willing, and capable of performing the types of work required with that Employer. The Union shall be notified immediately if the Steward is terminated.
- 5. The Union acknowledges that Stewards have regular work to do as an employee of the Employer, and such a person shall not leave his job in connection with his duties as a Steward without first obtaining the permission of his Foreman or immediate Supervisor, and such permission shall not be unreasonably withheld.

## **SECTION 23 - FUNDS AND CONTRIBUTIONS**

#### **PRE-AMBLE**

Employer pension contributions for all Apprentices shall be pro-rated at the applicable Apprentice percent to Journeyperson rate, i.e. as a first year Apprentice will be paid at 60% of the Journeyperson rate of pay, the Employer will also therefore contribute a pension contribution for the Apprentice at 60% of the amount that a Journeyperson is to receive (the same rationale is applicable for each step on the Apprentice Wage Scale).

#### A.

- 1. All contributions will be submitted to Coughlin & Associates Ltd. by the fifteenth (15th) day of the month following the month in which the hours were worked, and at no time will any required Fund Contributions be paid directly to the employee.
- 2. The parties agree to separate Committees of Trustees, each composed of no less than two (2) and no more than three (3) representatives of the Union and no less than two (2) and no more than three (3) representatives of the contributing Employers, to administer the HEALTH AND WELFARE PLAN; the PENSION PLAN; and the TRADE IMPROVEMENT PLAN. The Employer representatives shall be elected at a meeting to which all contributing Employers shall be invited.
- 3. It is hereby agreed by the parties hereto that signature to this Agreement will be deemed to effect signature to the trust deeds governing the HEALTH AND WELFARE PLAN; the PENSION PLAN; and the TRADE IMPROVEMENT PLAN.
- 4. It is recognized by the parties hereto, that the Employer contributions to the Health and Welfare Trust Fund; Pension Trust Fund; Trade Improvement Trust Fund; Operating Engineers Recruitment and Retention Outreach Fund are part of the total monetary settlement negotiated with the Union and apportioned by the Union to these Funds.

#### B. HEALTH AND WELFARE TRUST FUND

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

Effective May 12, 2024 at the rate of \$2.10 per hour worked. Effective May 1, 2025 at the rate of \$2.15 per hour worked. Effective May 1, 2026 at the rate of \$2.20 per hour worked. Effective May 1, 2027 at the rate of \$2.25 per hour worked. (See Attached Wage Table)

#### C. PENSION TRUST FUND

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

Effective May 12, 2024 at the rate of \$7.05 per hour worked. Effective May 1, 2025 at the rate of \$7.30 per hour worked. Effective May 1, 2026 at the rate of \$7.55 per hour worked. Effective May 1, 2027 at the rate of \$8.80 per hour worked. (See Attached Wage Table)

#### D. TRADE IMPROVEMENT TRUST FUND

The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit same to the Operating Engineers, Local 987, Trade Improvement Trust Fund, on the following basis:

Effective May 12, 2024, at the rate of seventy cents  $(70\phi)$  per hour.

#### E. INDUSTRY PROMOTION TRUST FUND

All General Contractor Employers signatory with Local 987 shall distribute on a monthly basis to the General Contractors Heavy Equipment Industry Promotion Trust Fund an equivalent amount of **ten cents** (10e) per man hour worked under this Collective Agreement.

Payment and reporting forms are to be received by the Administrator not later than the tenth (10<sup>th</sup>) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the I.U.O.E. Local 987, a detailed listing of all contributing Employers and the total amount of hours worked for each Employer for the following remittances. Such remittance shall be post marked no later than the 20<sup>th</sup> day of each month following the month the hours were worked.

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

#### F. OPERATING ENGINEERS RECRUITMENT AND RETENTION OUTREACH FUND

The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit same to the Operating Engineers Recruitment and Retention Outreach Fund on the following basis:

Effective May 12, 2024, at the rate of twenty-five cents (25e) per hour.

## **SECTION 24 - LEAVE PROVISIONS**

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

For Illness: spouse, mother, father, sister, brother, son, daughter, mother-in-law,

father-in-law, son-in-law, daughter-in-law.

For Death: spouse, mother, father, sister, brother, son, daughter, mother-in-law,

father-in-law, son-in-law, daughter-in law, common-law spouse, aunt or

uncle, niece, or nephew.

**B.** As per the *Employment Standards Code of Manitoba*, the Employer acknowledges that all employees are entitled to any additional leave as laid out in the *Employment Standards Code of Manitoba*.

## **SECTION 25 - WORKING CONDITIONS**

- **A.** It is agreed that all employees of the Employer covered by this Collective Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours. It is, however, understood that where practical to do so such time shall be taken at the employees' workstations so as not to stop the normal operation of the job.
  - 1. If overtime is required, a coffee and/or meal break shall be allowed upon commencement of the overtime and every two (2) hours alternately with meal breaks thereafter.
  - 2. When an employee is required to work through his normal lunch period, he shall be paid at the applicable overtime rate for that period of time, provided the employee continues to work for the balance of his regular shift, or until his job assignment is completed, whichever is shorter.
  - 3. Employees shall have a one-half (1/2) hour lunch break between 11:00 a.m. and 1:00 p.m. each day and the Employer will make every reasonable attempt to provide a clean lunchroom, where practical, in which to eat lunch and a fifteen (15) minute paid coffee break in the morning and the afternoon. Where work equals or exceeds twelve (12) hours in any day, the Employer shall provide a hot meal and the employee will be entitled to a paid twenty (20) minute meal break, **OR**, the employee will receive a paid fifteen (15) minute break and an overtime meal allowance **equal to the current year's CRA maximum** (2024 = \$23.00)
- **B.** Where a request is made sufficiently in advance, the Employer will give favourable consideration to granting a leave of absence without pay to an employee who is an officer of this Union, where such employee is to attend official Union business. A leave granted under this portion shall not jeopardize an employee's employment and shall be at no cost to the Employer.
- C. Where an employee is temporarily assigned to a classification of work which commands a lower rate of wages than the employee's regular classification pays, the employee shall continue to receive this regular classification rate of wages during the temporary assignment.
- **D.** Adequate time will be allowed prior to quitting time for picking up tools and shutting down equipment in a safe manner.

#### **SECTION 26 - JOINT CONFERENCE COMMITTEE**

- **A.** In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Employer and the Union, a Joint Conference Committee shall be established.
- **B.** The Committee shall consist of not more than three (3) members from each side. This Committee shall meet at intervals deemed necessary by the parties to this Agreement and shall be authorized to investigate, assess, and recommend solutions to the various problems for the betterment of the industry. This Committee also has the responsibility for reviewing bathroom privacy concerns for Tower Crane Operators.

#### **SECTION 27 - CAMPS**

- **A.** In the event an Employer signatory to this Agreement elects to erect camp facilities at a project, before so doing the Employer will discuss the same with the Union.
- **B.** When a camp is provided for board and housing, a recognized Camp Committee may be appointed by Local Union 987, I.U.O.E. Any complaint referred to the Employer by the Camp Committee referred to above, with respect to food and lodging shall be dealt with immediately.
- **C.** Representatives of the Employers agree to participate in any joint discussion with the Union or any appropriate committee that may be established for the purpose of reviewing and developing acceptable camp standards for various segments of the Construction Industry.

#### <u>SECTION 28 - PROCEDURE - NEW CLASSIFICATIONS</u>

- A. In the event an Employer party to this Agreement, either by virtue of a certification order or by voluntary recognition institutes classifications of work not provided for in this Agreement applicable to that Employer, the Employer shall assign a wage rate to such work classifications and notify the Union of the assignment. If the Union feels the wage rate so assigned is inappropriate then, providing notice is received by the Employer of the claim of inappropriateness within seven (7) days of the assignment, the following procedure shall apply:
  - 1. The Union shall notify the Employer of its desire to negotiate a wage rate for such classification of work.
  - 2. The Employer and the Union shall meet and attempt to negotiate a wage rate for the new classification of work.
  - 3. If within seven (7) days a wage rate has not been mutually agreed by the parties, either party may refer the dispute to a Board of Arbitration pursuant to Section 4 of this Agreement.
  - 4. The wage rate that is determined by the parties or by a Board of Arbitration shall be made effective from the date the Union notified the Employer as set forth in 1. of this Section. Such rate shall remain in effect during the period of this Collective Agreement.

# **SECTION 29 - JOB NOTIFICATION**

- **A.** When the Employer obtains a project on which conditions will prevail for Operating Engineers which are out of the ordinary with regard to their normal conditions of employment or on which unusual manpower requirements are involved, the Employer shall notify the Union of the details of same.
- **B.** The parties further agree to meet and discuss said conditions if such meeting is requested by either party.

#### **SECTION 30 - JURISDICTIONAL DISPUTES**

- A. The Union agrees that it will not be involved in and will not directly or indirectly sanction or authorize any slowdown, work to rule, stoppage of work, refusal to perform work, or any activity designed to restrict, or limit output, in respect to any jurisdictional dispute, during the life of this Agreement, and that no employee who is their member shall be involved in such action. It is further agreed by the Union should any such action be taken; the Union shall instruct their members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.
- **B.** Any jurisdictional dispute between the Union and any other Building and Construction Trade Union that involves any work undertaken by the Employer shall be settled in accordance with the Plan established by the Building and Construction Trades Department (National Joint Board for the Settlement of Jurisdictional Disputes) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, A.F.L. C.I.O.
- C. The parties agree to accept and abide by the decisions of the National Joint Board, and it is further agreed that a Jurisdictional Dispute will in no way interfere with the progress and prosecution of the work.

#### **SECTION 31 - FOREMEN**

- **A.** When the Employer appoints a mechanic or equipment Foreman, the said employee shall receive, at the Employer's discretion, a premium between five and fifteen (5% and 15%) per cent above the employee's existing base wage rate.
- **B.** When the Employer is acting in the capacity of Prime Civil Contractor on a project and employs ten (10) or more Operating Engineers on said project, an Operating Engineer Foreman shall be employed at not less than fifteen percent (15%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.
- **C.** All such mechanic or equipment Foremen shall be, or shall become, members of Local 987, International Union of Operating Engineers.
- D. When a Foreman is assigned/appointed under this Collective Agreement, the Employer will ensure that the Foreman has sufficient time to perform his required "Foreman Duties" as well as his regular work duties.

# **SECTION 32 - CLASSIFICATION AND QUALIFICATIONS**

# A. TOWER AND CLIMBING CRANE APPRENTICE OPERATORS

The Rates for Indentured Tower Crane Apprentice Operators shall be based as follows:

1st year Tower Crane	0-750 hours	55% of Journeyperson Tower
Apprentice Operator		Crane Operator's Rate of Pay
1st year Tower Crane	751-1500 hours	60% of Journeyperson Tower
Apprentice Operator		Crane Operator's Rate of Pay
2 <sup>nd</sup> year Tower Crane	1501-2250 hours	70% of Journeyperson Tower
Apprentice Operator		Crane Operator's Rate of Pay'
2 <sup>nd</sup> year Tower Crane	2251-3000 hours	75% of Journeyperson Tower
Apprentice Operator		Crane Operator's Rate of Pay
New Journeyperson	0-900 hours	85% of Journeyperson Tower
		Crane Operator's Rate of Pay
New Journeyperson	901-1800 hours	95% of Journeyperson Tower
		Crane Operator's Rate of Pay

# B. PERSONNEL AND MATERIAL HOIST OPERATORS

Class 1	Personnel and Material Hoist Operator to have mechanical and hoisting ability and a general knowledge of the Z256 Canadian Construction Association Safety Code on Material Hoists. 25 H.P. and over plus Material Hoist accessories such as concrete handling equipment, (Chi Boom, etc.). (Plus, a certificate of qualification issued by the Manitoba Department of Labour when same becomes available).
Class 2	Personnel and Material Hoist Operator to have knowledge of Class No. 1 operator, 2,000 hours of operating experience, knowledge of Z185 Canadian Construction Association Safety Code on Personnel and Material Hoists. (Plus, certificate of qualification issued by the Manitoba Department of Labour when same becomes available).

# C. <u>SERVICE MECHANICS – ELECTRIC CRANE AND HOISTS</u>

Class 1	Must be qualified to take full responsibility of dismantling, erecting and all maintenance of Tower and Climbing Cranes. Must be qualified to take full responsibility of dismantling, erecting and all maintenance of personnel and material hoists.
Class 2	Must have same qualifications as Class 1, electric hammerhead and climbing crane operator, and be qualified to jack and service tower and climbing cranes. Must have the same qualifications as a Class 1, personnel, and material hoist operator, and be qualified to jack and service personnel and material hoists.

### D. MOBILE AND CRAWLER CRANE OPERATORS

Class 1 Crane Operator	An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes up to 50 ton capacity or boom trucks over 25 ton.
Class 2 Crane Operator	An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 51 ton to 99 ton capacity.
Class 3 Crane Operator	An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 100 ton to 199 ton capacity.
Class 4 Crane Operator	An operator who efficiently operates and maintains in a safe and proficient manner, complete with all related equipment, cranes 200 ton to 300 ton capacity

# E. SUPPLY OF REFERENCE MATERIAL

The Employer will supply Hoist and Crane Operators with copies of Z256 Canadian Construction Association Safety Code on Material Hoists and Z185 Canadian Construction Association Safety Code on Personnel Hoists, as well as maintenance instructions, and/or manuals on the proper care and use of the equipment.

**NOTE:** No operator currently operating hoist or cranes will be reduced in his present wage rate due to the insertion of these new rates and classification standards into this Collective Agreement.

New employees claiming previous experience but unable to satisfactorily substantiate same may be assigned by the Employer to a class 1 or 2 category for a testing period not to exceed two (2) weeks duration. At the expiry of this trial period, the employee will be assigned an appropriate regular classification and both the Union, and the employee shall be notified of the Classification assigned.

#### F. LOGBOOKS

All operators in charge of equipment requiring a logbook as per Manitoba Regulation 219/73 shall maintain same and record names of P. Engineer of testing firms performing any functions of the equipment described in Manitoba Regulations 219/73 as well as name of Workplace Health & Safety or Mechanical and Electrical Department Inspection authority performing load test or commissioning equipment for operation. A duplicate copy of any entry in the logbook will be made available to the Operator upon request for same.

#### G. EXPERIENCE RATING

- (i) The Employer will acknowledge and recognize a person's previous experience on the same or similar equipment if that experience can be substantiated by a logbook or letter (s) of reference and classify the person accordingly if that person is hired. Accordingly, the employee/member will be responsible for ensuring that they sufficiently complete their personal logbook on a weekly basis (for Apprentices and Operators).
- (ii) Notwithstanding (i) above a person may be employed on a trial basis and have his performance monitored for a maximum thirty (30) day period. The result of this trial period shall be made available by the Employer to the employee and/or the Union upon request. If the employee does not prove satisfactory at the class at which he was employed the Union and the employee shall be notified of same. If the employee does prove satisfactory, he will be confirmed in the class at which he was employed and the rate of pay for that class shall apply from date of hire.

#### **SECTION 33 - HOURS OF WORK AND OVERTIME**

- **A.** The hours of work as set down in this Agreement shall not be construed as a guarantee by the Employer of the hours of work per day or per week.
- **B.** For all work, hours of work and overtime conditions shall be:
  - 1. Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday inclusive. The regular work day shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. When reasonably practicable and by arrangement with the affected employee(s), with at least ten (10) hours' notice prior to the commencement of the work day, the hours during which a regular work day may be worked can be advanced up to a maximum of two (2) hours or can be delayed up to a maximum of one (1) hour.
  - 2. If, after the regular eight (8) hour working day, overtime is required the first two (2) hours of such overtime shall be paid at the rate of one and one-half (1 1/2x) times the regular straight time hourly rate. All additional hours worked after the first two (2) hours of overtime shall be paid at double (2x) the regular straight time hourly rate.
  - 3. Work performed on Saturday or Sunday, and/or Statutory Holiday shall be paid at double (2x) the regular straight time hourly rate.

# **SECTION 34 - SHIFT WORK**

- A. Shift work shall be defined as starting a new shift to work beyond the time during which a normal or regular shift may be worked as set forth elsewhere herein, by means of bringing in fresh work crews rather than continuing with the original work crew at overtime rates, provided the work assignments last for two (2) or more days. No more than eight (8) consecutive hours will be worked per shift at straight time rates.
- **B.** If a second shift (4:00 p.m. midnight) is worked, the employee shall receive a premium of 10% of the normal straight time rate of pay for each hour worked, provided the majority of hours worked fall within the stipulated time frame. (Note: All shifts worked between 4 p.m. Saturday and the regular starting time on Monday shall be paid at two times (2x) the employees straight time hourly rate).
- C. If a third shift (12:00 midnight 8:00 am) is worked, the employee shall receive a premium of 10% of the normal straight time rate of pay for each hour worked, provided the majority of hours worked fall within the stipulated time frame. (Note: All shifts worked between 4 p.m. Saturday and the regular starting time on Monday shall be paid at two times (2x) the employees straight time hourly rate).
  - Where any part of the shift is worked between midnight and six (6:00) a.m., the whole shift shall be paid in accordance with the third (3rd) shift provision.
- **D.** The starting and quitting time for shift work will be decided by the Employer. Except in the case of an emergency, the Union will be notified when shift work is worked. When working on a shift where shift premium is being paid, should the employee commence working overtime, the employee will be compensated as follows: (base rate x applicable overtime premium) + (base rate x shift premium).
- **E.** All time worked in excess of the normal hours for the shift on Monday to Friday inclusive and all time worked on Saturday and Sunday shall be paid for at the overtime rate.
- **F.** An employee shall continue to receive the overtime rate for each shift until a break of eight (8) consecutive hours occurs.
- **G.** No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period.
- **H.** When a project operates on a continuous shift basis, shifts may be rotated not less than once every two (2) weeks.

#### **SECTION 35 - APPRENTICE - TRAINEES**

- **A.** The parties hereto recognize the value to the industry of training a pool of competent operators, mechanics, welders, etc., to supply the needs of the industry. To this end, when it is practical and reasonable to do so, on-the-job training will be provided for Apprentices and trainees to enable them to progress in acquiring the skills of their chosen trade.
- **B.** The Employer agrees to employ, as a minimum, one apprentice-trainee for every two (2) cranes being operated by the Employer on each project. The apprentice-trainee may act as a signal man if required by the Employer.
- C. Where practical and at the Employer's discretion, on a project where less than two (2) cranes are being operated by the Employer, an apprentice-trainee may be employed.
- **D.** Apprentice-trainees, shall be or will become members of the Operating Engineers Union Local 987 in accordance with Section 20 of this Agreement.

#### SECTION 36 - EQUIPMENT SERVICING AND ASSEMBLY

- **A.** The Employer agrees that all operating, routine maintenance and on the job servicing and repairing of the Employer's hoisting equipment will normally be performed by members of the Operating Engineers Local 987.
- **B.** The Employer recognizes the necessity of the participation of Operating Engineers in the assembling and dismantling of the Employer's hoisting equipment and agrees to employ Operating Engineers on this work, but it is recognized by both Parties to this Agreement that certain portions of this work will require the use of a composite crew.
- C. Notwithstanding A or B above, it is recognized by the Union that from time to time the Employer may engage manufacturer representatives or other specialists to perform special work or may contract out such work as may be required.

# **SECTION 37 - CLASSIFICATION AND WAGE RATES (BASE RATES)**

May 12, 2024 May 1, 2025 May 1, 2026 May 1, 2027

Classification	Base	Base	Base	Base
	Rate	Rate	Rate	Rate
Tower & Climbing Crane Operators	\$51.25	\$52.34	\$53.30	\$54.29
Tower & Climbing Crane Apprentices				
1st year 0 - 750 hours - 55%	\$28.18	\$28.78	\$29.32	\$29.86
1st year 751 - 1500 hours - 60%	\$30.75	\$31.40	\$31.98	\$32.57
2nd year 1501 - 2250 hours - 70%	\$35.87	\$36.63	\$37.31	\$38.00
2nd year 2251 - 3000 hours - 75%	\$38.43	\$39.25	\$39.98	\$40.72
New Journeyperson 0 - 900 hours - 85%	\$43.56	\$44.48	\$45.31	\$46.15
New Journeyperson 901 - 1800 hours - 95%	\$48.68	\$49.72	\$50.64	\$51.58
Class 1 Material and Personnel Hoist				
Operators Class 2 Material and Personnel Hoist	\$35.57	\$36.30	\$36.94	\$37.60
Operators	\$36.98	\$37.74	\$38.41	\$39.10
Class 1 Service Mechanic Electric Cranes &				
Hoists Class 2 Service Mechanic Electric Cranes &	\$42.58	\$43.46	\$44.24	\$45.04
Hoists	\$44.92	\$45.86	\$46.69	\$47.54
Mobile Crane Operators				
Class 1 - Up to 50 ton & boom truck over 25				
ton	\$45.49	\$46.45	\$47.30	\$48.17
Class 2 - 51 ton to 99 ton	\$47.95	\$48.96	\$49.86	\$50.78
Class 3 - 100 ton to 199 ton	\$49.60	\$50.65	\$51.58	\$52.54
Class 4 - 200 ton to 300 ton	\$51.25	\$52.34	\$53.30	\$54.29
Mobile Crane Apprentices				
1st year 0 - 1700 hours - 60% of Class 1	\$27.29	\$27.87	\$28.38	\$28.90
2nd year 1701 - 3400 hours - 70% of Class 2	\$33.56	\$34.27	\$34.90	\$35.54
3rd year 3401 - 5100 hours - 80% of Class 3	\$39.68	\$40.52	\$41.26	\$42.03
Journeyperson 0-850 hours – 90% Class 1	\$40.94	\$41.81	\$42.57	\$43.35
Journeyperson 851-1700 hours 95% Class 1	\$43.22	\$44.13	\$44.93	\$45.76
Skilled Helper				
Class 1 – Start Rate	\$29.75	\$29.89	\$29.99	\$30.09
Class 2	\$31.63	\$31.78	\$31.90	\$32.02
Pre-Employment	TBD	TBD	TBD	TBD

- Premium #1 Crane Operators shall receive a premium of two point five (2.5¢) cents per ton over the Class 4 rate while operating cranes over 300-ton capacity.
- Premium #2 While operating a crane in Class 1 and 2, operators shall receive a \$2.50 per hour premium if the crane has a lattice boom, or tower attachment, over the Class 1 or 2 rate.
- Premium #3 While operating a crane in Class 3 or 4, operators shall receive a \$3.50 per hour premium if the crane has a lattice boom, or tower attachment, over the Class 3 or 4 rate.
- Premium #4 While operating a crane with a "super lift" attachment and/or a "luffing jib", operators shall receive a \$2.00 per hour premium over the base rate.
- NOTE #1: Crane Operators (Class 1, 2, 3 & 4) will receive no reduction in pay rate when operating cranes in a lower classification.
- No employee shall receive a reduction in wages or benefits as a result of this agreement being signed, unless agreed to by the Union, the Employer and the affected employee.

#### **SECTION 38 - MOBILE CRANE OPERATORS - APPRENTICES**

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

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

- 1. On work covered by this Collective Agreement, the Employer will endeavour to employ a minimum of one (1) Apprentice for every four (4) Journeyperson actively employed by the Employer as crane operators. The parties agree that when an Apprentice is employed, the Journeyperson to Apprentice ratio as stipulated within the *Manitoba Apprenticeship Act* shall be applied.
- 2. <u>Apprentice Scale:</u> Mobile Crane. The Rates for Indentured Apprentice Operators shall be based as follows:

1 <sup>st</sup>	year	Mobile	Crane	0-1700 hours	60% of Class 1 Mobile Crane
App	rentice				Operator Journeyperson Rate
2 <sup>nd</sup>	year	Mobile	Crane	1701-3400 hours	70% of Class 2 Mobile Crane
	rentice				Operator Journeyperson Rate
3 <sup>rd</sup>	year	Mobile	Crane	3401-5100 hours	80% of Class 3 Mobile Crane
App	rentice				Operator Journeyperson Rate

As required by the Contractor, the Contractor can employ a first year Crane Apprentice to work as a Material and Personal Hoist Operator at the rate of pay of a first year Mobile Crane Apprentice.

## 3. <u>Mobile Crane New Journeyperson</u>

A new Journeyperson shall be a crane operator who has successfully completed his apprenticeship (i.e., has his Mobile Crane Operator Red Seal certification) and shall then receive:

New Journeyperson	0-850 hours	90% of Class 1 Mobile Crane
		Operator Journeyperson Rate
New Journeyperson	851-1700 hours0	95% of Class 1 Mobile Crane
		Operator Journeyperson Rate

# **SIGNATURE PAGE**

SIGNED AND SEALED by the authorized officers of the Construction Labour Relations Association
of Manitoba on behalf of the General Contractors Heavy Equipment Trade Division at Winnipeg this
11) day of 11164 , 2024.
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA
Milholina
Per:
P. Wightman
Executive Director
SIGNED on behalf of the International Union of Operating Engineers, Hoisting and Portable, Local 987, Winnipeg and its members at Winnipeg, Manitoba this of
INTERNATIONAL UNION OF OPERATING ENGINEERS, HOISTING AND PORTABLE,
LOCAL 987.
EUCAL 707.
Per \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
M. Lafond
Business Manager

The members of the General Contractors Heavy Equipment Trade Division as of the date of signing this Agreement are:

Bird Construction Company
Ernie Keller Contractors Ltd.
PCL Constructors Canada Inc.
V.K. Mason Construction Ltd.
Kraft Construction Company Ltd.
Cana Construction Co. Ltd.
Commonwealth Construction Co. Limited
The Dominion Company Inc.
South East Construction LP
Stuart Olson Ltd.

#### LETTERS OF UNDERSTANDING #1 - #13 - GENERAL CONTRACTORS

BETWEEN: The International Union of Operating Engineers, Hoisting and Portable, Local 987

(hereinafter referred to as the "Union")

AND: The Member Firms of the General Contractors Heavy Equipment Trade Division of

the Construction Labour Relations Association of Manitoba (hereinafter referred to as

the "Employer(s)")

WHEREAS there is in effect in the Province of Manitoba a Collective Agreement between the

Union and the Employer(s) (hereinafter referred to as the "Agreement") for the period

specified as part of Section 1. - Terms of Agreement.

#### #1 Special Hiring Systems

It is hereby agreed, that where, within the scope of the Agreement, it is a requirement for tendering on a project that the Contractor or Sub-contractor as a condition of the contract participate in a preference of hiring system which varies from the preference provisions set forth in the Agreement then:

- 1) For the purpose of enabling the Employer to bid on and obtain such contracts there shall be no fault under the Agreement if the Employer complies with the tendering agency's hiring preference requirements.
- 2) All provisions of the Union Security Clause of this Agreement except as specifically exempted in 1) above shall apply.
- 3) However, notwithstanding the above the Employers agree to give first preference in hiring to available Union members who reside in the locality of the project, and further to make every reasonable effort to hire and employ the maximum number possible of Union members on said project.
- 4) All other provisions of the Agreement shall apply.
- In order for this Letter of Understanding 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 necessitate a "differing hiring system".

Notwithstanding the above, the Union upon ten (10) days' notice of its intent, 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.

#### #2 Unsafe Conditions

It is therefore agreed, between the parties that if the Agreement is terminated in accordance with Section 5 "Strikes and Lockouts" of the Agreement, and strike action on behalf of the Union is taken and any unsafe condition, in the opinion of the parties, exists on any of the Employer's job sites involving the parties, the Union shall take appropriate action to correct the unsafe condition as speedily as possible.

Where there is a difference of opinion between the parties in reference to unsafe conditions, the matter shall be referred to the Manitoba Labour Workplace Safety and Health Division, and the parties agree to abide by the decision of said Division.

#### #3 Overtime

It is hereby agreed, that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonably necessary to meet emergency situations, and any such other overtime as may be reasonably necessary to meet the requirements of the Employer and/or Customer/Client, provided that the applicable overtime premiums are paid.

#### #4 Apprentice-Trainees

It is hereby agreed that the parties signatory hereto will meet from time to time, as necessary, to establish an acceptable procedure for training a pool of competent Operating Engineers as per Section 35 of the Collective Agreement.

#### #5 Indemnity Coverage

It is hereby agreed that the parties signatory hereto will meet from time to time, during the life of this Collective Agreement, to discuss and establish a method to deal with the matter of lost wages, legal costs, etc. arising from any claims, suits, or judgements brought against any employee while acting within the scope of his employment with the Employer.

#### #6 Operating Engineers Retention and Recruitment Outreach Fund

It is hereby agreed by the parties signatory hereto that the non-union crane rental companies and owner-operators represent a threat to the continued viability of the Union Contractors. The Union hereby agrees to make special effort to recruit and retain skilled workers for Unionized Contractors. The Union further agrees to initiate an outreach program to communicate with groups who are under-represented in the unionized construction industry in an effort to communicate the benefits associated with the unionized construction industry.

#### #7 Trade Improvement Trust Fund

Due to the severe skill shortage in the Crane Industry the Union agrees to take a proactive approach by developing a pre-employment program for Mobile Crane Operators. This approach is intended to allow the Employer an opportunity to evaluate the employee(s) before they sign an apprenticeship agreement in accordance with Section 38. The Employer agrees that these employee(s) shall be assigned to a Crane or Boom Truck and work under the supervision of the Operator. At the end of the sixty (60) day period the employee(s) shall either

- 1) sign to an apprenticeship agreement under Section 35;
- 2) be laid off; or
- 3) be reclassified to a classification under Section 37 of this Agreement.

#### #8 Pension Trust Fund

The parties agree that the Section 23(c) Pension Trust Fund contributions (for all classifications) shall not exceed the allowable Canadian Revenue Agency (CRA) 18% maximum contribution limit (hourly base wage rate + hourly vacation pay). Where it is identified that a classification under this Collective Agreement is contributing in excess of the CRA maximum, the parties agree to reallocate the applicable excess pension contribution to the employee's base wage rate (ensuring also that classifications gross hourly rate is maintained) until the 18% CRA contribution limit is achieved.

#### #9 Sub-Contract Work

Subject to this Letter of Understanding, the Employer has the right to sub-contract out the work covered by the Collective Agreement. The Parties agree that with respect to the Tower Crane and Mobile Crane Classifications usage of one month or more ("Mobile Crane") of the Collective Agreement, the parties will fully discuss the potential rationale, which will lead the Employer to sub-contract out the Tower Crane and Mobile Crane work on a particular construction project. This discussion will take place prior to tenders being accepted for the construction project in question and the content of the discussion will be over the following issues:

- (1) Labour Costing specifics which emanate from the current or future Collective Agreement.
- (2) The availability of qualified Tower Crane or Mobile Crane Operators within the Local 987 membership which will also include:
  - (a) Productivity capabilities of the potential Tower Crane or Mobile Crane Operator for the construction project in question.
  - (b) Prior work experience of the potential Tower Crane or Mobile Crane Operator on the specific Tower Crane(s) or mobile cranes which will be erected on the construction project.
  - (c) The up-to-date safety record of the potential Tower Crane or Mobile Crane Operator.

It is the expressed intent of this Letter of Understanding that the Parties will, in light of the facts established in items (1) and (2) above, explore any and all viable / reasonable options to respond to the potential sub-contracting out that has been established for the Construction Project in question.

It is agreed that the removal of this letter of Understanding will not affect the Employers right to subcontract out work covered by this Collective Agreement or any future Collective Agreement between the Parties.

#### #10 Boom Truck

The parties agree that if a Boom Truck, as traditionally defined by the parties, is ever utilized by one of the members firms of the General Contractor Heavy Equipment Trade Division, it shall be compensated as per the hourly rates established in the Construction Labour Relations Associations Crane Rental Trade Division Collective Agreement. For further clarity, it is agreed that the Boom Truck will not be considered by the parties to cover the following pieces of equipment:

Zoom Boom Scissor Lift Fork-Lift Bob-Cat

#### #11 Progressive Discipline Guideline

The parties agree that the following "Progressive Discipline Guideline" will be implemented on all job sites where O & E members of Local 987 work for Contractors of the C.L.R.A.M. General Contractor Heavy Equipment Trade Division. This Guideline will become effective on the date of signing of the new Collective Agreement and will be posted at all effected job sites.

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

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

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

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

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

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

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

Examples of gross disciplinary conduct: fraud, severe health and safety policy violations, severe workplace disruptions, workplace violence and/or intimidation, etc.

5. Notwithstanding anything in this Progressive Discipline Guideline, if an employee feels that his or her suspension or dismissal is unjust, the employee may resort to the Section 4 grievance and arbitration procedure at Step 3 in order to determine whether he or she was unjustly suspended or dismissed and what remedial action, if any, should be taken. In such case the employee shall inform the Union in writing, within five (5) working days of receiving the Employer's written notice of suspension or dismissal, that the employee questions the Employer's action.

#### #12 Dry Rent

The Employer(s) agree to not "dry-rent" a mobile crane from the Crane Rental Industry should Local 987 choose to go on strike after the expiry of the 2004 to 2007 Construction Labour Relations Association of Manitoba Crane Rental Trade Division collective agreement.

## #13 Wages, Benefits, LOA - Drug and Alcohol Testing

It is agreed between the above referenced parties, that in the event of an inconclusive test on the initial Employer directed drug/alcohol test screening, wages and benefits and all standard LOA for the project in question (should the employee incur LOA expense), will be paid to the employee while awaiting the confirmatory test result (providing this test result proves to be negative).

# LETTERS OF UNDERSTANDING # 1 - #13 SIGNATURE PAGE

It Is agreed, that the Letters of Understanding will remain in full force and effect for the same period as the Agreement referred to herein and will be deemed to be renewed on the effective date and for the same period as successor Collective Agreements, unless cancelled by notice by either the Union or the Employer, given together with the notice to bargain collectively for the renewal of the Agreement referred to herein, or successor Collective Agreements as the case may be.

In acceptance of the foregoing Letters of Understanding #1 through #13, the parties hereto have affixed their signatures this /O day of \_\_\_\_\_\_\_ 2024.

For the Union: Local 987 I.U.O.E.

M. Lafond Business Manager For the Employer(s): Construction Labour Relations Association of Manitoba

P. Wightman

Executive Director

# <u>LETTER OF UNDERSTANDING – PENSION CONTRIBUTIONS ON BEHALF OF MEMBERS OVER 71 YEARS OF AGE</u>

BETWEEN: The International Union of Operating Engineers, Hoisting and Portable, Local 987

(hereinafter referred to as the "Union")

AND:

The Member Firms of the Heavy Equipment Rental Trade Division of the Construction

Labour Relations Association of Manitoba (hereinafter referred to as the

"Employer(s)")

WHEREAS, there is in effect in the Province of Manitoba a Collective Agreement between the Union and the Employer(s) for the period specified therein as part of Section 1. – Term of Agreement and Negotiation for Renewal.

AND WHEREAS, Section 23 D of the Collective Agreement states that The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit the amount to the Operating Engineers (987) Pension Trust Fund.

AND WHEREAS, the parties recognize that amendments to the *Income Tax Act* change the rules applicable to contributions to Specified Multi-Employer Plans ("SMEPs"), including the Operating Engineers (987) Pension Trust Fund (the "Pension"), by providing, *inter alia*, that no contributions shall be made to such a plan with respect to a member at any time after the end of the calendar year in which the member attains 71 years of age

Now Therefore the Parties Agree as Follows,

1. The hourly Employer pension contribution for any employee who is 71 years old (or older) shall receive said pension contribution in the form of "other income" by separate cheque (with all statutory deductions made) for each payroll period worked.

For the Employer(s): Construction
Labour Relations Association of Manitoba.

For the Union: Local 987 I.U.O.E.

P. Wightman

**Executive Director** 

Marc Latond
Business Manager

Effective May 12, 2024

Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Tower & Climbing Crane Operators	\$51.25	\$2.31	\$3.21	\$2.10	\$7.05	\$0.70	\$0.25	\$0.10	\$66.97
Tower & Climbing Crane Apprentices									
1st year 0 - 750 hours - 55%	\$28.18	\$1.27	\$1.77	\$2.10	\$3.88	\$0.70	\$0.25	\$0.10	\$38.25
1st year 751 - 1500 hours - 60%	\$30.75	\$1.38	\$1.93	\$2.10	\$4.23	\$0.70	\$0.25	\$0.10	\$41.44
2nd year 1501 - 2250 hours - 70%	\$35.87	\$1.61	\$2.25	\$2.10	\$4.94	\$0.70	\$0.25	\$0.10	\$47.82
2nd year 2251 - 3000 hours - 75%	\$38.43	\$1.73	\$2.41	\$2.10	\$5.29	\$0.70	\$0.25	\$0.10	\$51.01
New Journeyperson 0 - 900 hours - 85%	\$43.56	\$1.96	\$2.73	\$2.10	\$5.99	\$0.70	\$0.25	\$0.10	\$57.39
New Journeyperson 901 - 1800 hours - 95%	\$48.68	\$2.19	\$3.05	\$2.10	\$6.70	\$0.70	\$0.25	\$0.10	\$63.77
Class 1 Material and Personnel Hoist Operators	\$35.57	\$1.60	\$2.23	\$1.90	\$6.94	\$0.70	\$0.25	\$0.10	\$49.29
Class 2 Material and Personnel Hoist Operators	\$36.98	\$1.66	\$2.32	\$1.90	\$6.94	\$0.70	\$0.25	\$0.10	\$50.85
Class 1 Service Mechanic Electric Cranes & Hoists	\$42.58	\$1.92	\$2.67	\$1.90	\$6.94	\$0.70	\$0.25	\$0.10	\$57.06
Class 2 Service Mechanic Electric Cranes & Hoists	\$44.92	\$2.02	\$2.82	\$1.90	\$6.94	\$0.70	\$0.25	\$0.10	\$59.65
Mobile Crane Operators									
Class 1 - Up to 50 ton & boom truck over 25 ton	\$45.49	\$2.05	\$2.85	\$2.10	\$7.05	\$0.70	\$0.25	\$0.10	\$60.59
Class 2 - 51 ton to 99 ton	\$47.95	\$2.16	\$3.01	\$2.10	\$7.05	\$0.70	\$0.25	\$0.10	\$63.32
Class 3 - 100 ton to 199 ton	\$49.60	\$2.23	\$3.11	\$2.10	\$7.05	\$0.70	\$0.25	\$0.10	\$65.14
Class 4 - 200 ton to 300 ton	\$51.25	\$2.31	\$3.21	\$2.10	\$7.05	\$0.70	\$0.25	\$0.10	\$66.97

Effective May 12, 2024

Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Mobile Crane Apprentices	Huio	. uy	. uy				Roorditiioite	<u> </u>	1 donago
1st year 0 - 1700 hours - 60% of Class 1	\$27.29	\$1.23	\$1.71	\$2.10	\$4.23	\$0.70	\$0.25	\$0.10	\$37.61
2nd year 1701 - 3400 hours - 70% of Class 2	\$33.56	\$1.51	\$2.10	\$2.10	\$4.94	\$0.70	\$0.25	\$0.10	\$45.26
3rd year 3401 - 5100 hours - 80% of Class 3	\$39.68	\$1.79	\$2.49	\$2.10	\$5.64	\$0.70	\$0.25	\$0.10	\$52.75
New Journeyperson 0-850 hours – 90% Class 1	\$40.94	\$1.84	\$2.57	\$2.10	\$6.35	\$0.70	\$0.25	\$0.10	\$54.85
New Journeyperson 851-1700 hours – 95% Class 1	\$43.22	\$1.94	\$2.71	\$2.10	\$6.70	\$0.70	\$0.25	\$0.10	\$57.72
Skilled Helper									
Class 1 – Start Rate	\$29.75	\$1.34	\$1.87	\$2.10	\$4.33	\$0.70	\$0.25	\$0.10	\$40.44
Class 2	\$31.63	\$1.42	\$1.98	\$2.10	\$4.33	\$0.70	\$0.25	\$0.10	\$42.51
Pre-Employment	TBD								

May1, 2025

Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Tower & Climbing Crane Operators	\$52.34	\$2.36	\$3.28	\$2.15	\$7.30	\$0.70	\$0.25	\$0.10	\$68.48
Tower & Climbing Crane Apprentices									
1st year 0 - 750 hours - 55%	\$28.78	\$1.30	\$1.80	\$2.15	\$4.02	\$0.70	\$0.25	\$0.10	\$39.10
1st year 751 - 1500 hours - 60%	\$31.40	\$1.41	\$1.97	\$2.15	\$4.38	\$0.70	\$0.25	\$0.10	\$42.36
2nd year 1501 - 2250 hours - 70%	\$36.63	\$1.65	\$2.30	\$2.15	\$5.11	\$0.70	\$0.25	\$0.10	\$48.89
2nd year 2251 - 3000 hours - 75%	\$39.25	\$1.77	\$2.46	\$2.15	\$5.48	\$0.70	\$0.25	\$0.10	\$52.16
New Journeyperson 0 - 900 hours - 85%	\$44.48	\$2.00	\$2.79	\$2.15	\$6.21	\$0.70	\$0.25	\$0.10	\$58.68
New Journeyperson 901 - 1800 hours - 95%	\$49.72	\$2.24	\$3.12	\$2.15	\$6.94	\$0.70	\$0.25	\$0.10	\$65.22
Class 1 Material and Personnel Hoist Operators	\$36.30	\$1.63	\$2.28	\$1.95	\$7.19	\$0.70	\$0.25	\$0.10	\$50.40
Class 2 Material and Personnel Hoist Operators	\$37.74	\$1.70	\$2.37	\$1.95	\$7.19	\$0.70	\$0.25	\$0.10	\$52.00
Class 1 Service Mechanic Electric Cranes & Hoists Class 2 Service Mechanic Electric Cranes &	\$43.46	\$1.96	\$2.72	\$1.95	\$7.19	\$0.70	\$0.25	\$0.10	\$58.33
Hoists	\$45.86	\$2.06	\$2.88	\$1.95	\$7.19	\$0.70	\$0.25	\$0.10	\$60.99
Mobile Crane Operators									
Class 1 - Up to 50 ton & boom truck over 25 ton	\$46.45	\$2.09	\$2.91	\$2.15	\$7.30	\$0.70	\$0.25	\$0.10	\$61.95
Class 2 - 51 ton to 99 ton	\$48.96	\$2.20	\$3.07	\$2.15	\$7.30	\$0.70	\$0.25	\$0.10	\$64.73
Class 3 - 100 ton to 199 ton	\$50.65	\$2.28	\$3.18	\$2.15	\$7.30	\$0.70	\$0.25	\$0.10	\$66.61
Class 4 - 200 ton to 300 ton	\$52.34	\$2.36	\$3.28	\$2.15	\$7.30	\$0.70	\$0.25	\$0.10	\$68.48

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Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
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Mobile Crane Apprentices									
1st year 0 - 1700 hours - 60% of Class 1	\$27.87	\$1.25	\$1.75	\$2.15	\$4.38	\$0.70	\$0.25	\$0.10	\$38.45
2nd year 1701 - 3400 hours - 70% of Class 2	\$34.27	\$1.54	\$2.15	\$2.15	\$5.11	\$0.70	\$0.25	\$0.10	\$46.27
3rd year 3401 - 5100 hours - 80% of Class 3	\$40.52	\$1.82	\$2.54	\$2.15	\$5.84	\$0.70	\$0.25	\$0.10	\$53.92
New Journeyperson 0-850 hours – 90% Class 1	\$41.81	\$1.88	\$2.62	\$2.15	\$6.57	\$0.70	\$0.25	\$0.10	\$56.08
New Journeyperson 851-1700 hours – 95% Class 1	\$44.13	\$1.99	\$2.77	\$2.15	\$6.94	\$0.70	\$0.25	\$0.10	\$59.03
Skilled Helper									
Class 1 – Start Rate	\$29.89	\$1.35	\$1.87	\$2.15	\$4.58	\$0.70	\$0.25	\$0.10	\$40.89
Class 2	\$31.78	\$1.43	\$1.99	\$2.15	\$4.58	\$0.70	\$0.25	\$0.10	\$42.98
Pre-Employment	TBD								

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Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Tower & Climbing Crane Operators	\$53.30	\$2.40	\$3.34	\$2.20	\$7.55	\$0.70	\$0.25	\$0.10	\$69.84
Tower & Climbing Crane Apprentices									
1st year 0 - 750 hours - 55%	\$29.32	\$1.32	\$1.84	\$2.20	\$4.15	\$0.70	\$0.25	\$0.10	\$39.88
1st year 751 - 1500 hours - 60%	\$31.98	\$1.44	\$2.01	\$2.20	\$4.53	\$0.70	\$0.25	\$0.10	\$43.21
2nd year 1501 - 2250 hours - 70%	\$37.31	\$1.68	\$2.34	\$2.20	\$5.29	\$0.70	\$0.25	\$0.10	\$49.87
2nd year 2251 - 3000 hours - 75%	\$39.98	\$1.80	\$2.51	\$2.20	\$5.66	\$0.70	\$0.25	\$0.10	\$53.20
New Journeyperson 0 - 900 hours - 85%	\$45.31	\$2.04	\$2.84	\$2.20	\$6.42	\$0.70	\$0.25	\$0.10	\$59.86
New Journeyperson 901 - 1800 hours - 95%	\$50.64	\$2.28	\$3.17	\$2.20	\$7.17	\$0.70	\$0.25	\$0.10	\$66.51
Class 1 Material and Personnel Hoist Operators	\$36.94	\$1.66	\$2.32	\$2.00	\$7.44	\$0.70	\$0.25	\$0.10	\$51.41
Class 2 Material and Personnel Hoist Operators	\$38.41	\$1.73	\$2.41	\$2.00	\$7.44	\$0.70	\$0.25	\$0.10	\$53.04
Class 1 Service Mechanic Electric Cranes & Hoists	\$44.24	\$1.99	\$2.77	\$2.00	\$7.44	\$0.70	\$0.25	\$0.10	\$59.49
Class 2 Service Mechanic Electric Cranes & Hoists	\$46.69	\$2.10	\$2.93	\$2.00	\$7.44	\$0.70	\$0.25	\$0.10	\$62.21
Mobile Crane Operators									
Class 1 - Up to 50 ton & boom truck over 25 ton	\$47.30	\$2.13	\$2.97	\$2.20	\$7.55	\$0.70	\$0.25	\$0.10	\$63.20
Class 2 - 51 ton to 99 ton	\$49.86	\$2.24	\$3.13	\$2.20	\$7.55	\$0.70	\$0.25	\$0.10	\$66.03
Class 3 - 100 ton to 199 ton	\$51.58	\$2.32	\$3.23	\$2.20	\$7.55	\$0.70	\$0.25	\$0.10	\$67.93
Class 4 - 200 ton to 300 ton	\$53.30	\$2.40	\$3.34	\$2.20	\$7.55	\$0.70	\$0.25	\$0.10	\$69.84

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Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Mobile Crane Apprentices									
1st year 0 - 1700 hours - 60% of Class 1	\$28.38	\$1.28	\$1.78	\$2.20	\$4.53	\$0.70	\$0.25	\$0.10	\$39.22
2nd year 1701 - 3400 hours - 70% of Class 2	\$34.90	\$1.57	\$2.19	\$2.20	\$5.29	\$0.70	\$0.25	\$0.10	\$47.20
3rd year 3401 - 5100 hours - 80% of Class 3	\$41.26	\$1.86	\$2.59	\$2.20	\$6.04	\$0.70	\$0.25	\$0.10	\$55.00
New Journeyperson 0-850 hours - 90% Class 1	\$42.57	\$1.92	\$2.67	\$2.20	\$6.80	\$0.70	\$0.25	\$0.10	\$57.21
New Journeyperson 851-1700 hours – 95% Class 1	\$44.93	\$2.02	\$2.82	\$2.20	\$7.17	\$0.70	\$0.25	\$0.10	\$60.19
Skilled Helper									
Class 1 – Start Rate	\$29.99	\$1.35	\$1.88	\$2.20	\$4.83	\$0.70	\$0.25	\$0.10	\$41.30
Class 2	\$31.90	\$1.44	\$2.00	\$2.20	\$4.83	\$0.70	\$0.25	\$0.10	\$43.42
Pre-Employment	TBD								

May1, 2027

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Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Tower & Climbing Crane Operators	\$54.29	\$2.44	\$3.40	\$2.25	\$7.80	\$0.70	\$0.25	\$0.10	\$71.23
Tower & Climbing Crane Apprentices									
1st year 0 - 750 hours - 55%	\$29.86	\$1.34	\$1.87	\$2.25	\$4.29	\$0.70	\$0.25	\$0.10	\$40.66
1st year 751 - 1500 hours - 60%	\$32.57	\$1.47	\$2.04	\$2.25	\$4.68	\$0.70	\$0.25	\$0.10	\$44.06
2nd year 1501 - 2250 hours - 70%	\$38.00	\$1.71	\$2.38	\$2.25	\$5.46	\$0.70	\$0.25	\$0.10	\$50.85
2nd year 2251 - 3000 hours - 75%	\$40.72	\$1.83	\$2.55	\$2.25	\$5.85	\$0.70	\$0.25	\$0.10	\$54.25
New Journeyperson 0 - 900 hours - 85%	\$46.15	\$2.08	\$2.89	\$2.25	\$6.63	\$0.70	\$0.25	\$0.10	\$61.05
New Journeyperson 901 - 1800 hours - 95%	\$51.58	\$2.32	\$3.23	\$2.25	\$7.41	\$0.70	\$0.25	\$0.10	\$67.84
Class 1 Material and Personnel Hoist Operators	\$37.60	\$1.69	\$2.36	\$2.05	\$7.69	\$0.70	\$0.25	\$0.10	\$52.44
Class 2 Material and Personnel Hoist Operators	\$39.10	\$1.76	\$2.45	\$2.05	\$7.69	\$0.70	\$0.25	\$0.10	\$54.10
Class 1 Service Mechanic Electric Cranes & Hoists Class 2 Service Mechanic Electric Cranes &	\$45.04	\$2.03	\$2.82	\$2.05	\$7.69	\$0.70	\$0.25	\$0.10	\$60.68
Hoists	\$47.54	\$2.14	\$2.98	\$2.05	\$7.69	\$0.70	\$0.25	\$0.10	\$63.45
Mobile Crane Operators									
Class 1 - Up to 50 ton & boom truck over 25 ton	\$48.17	\$2.17	\$3.02	\$2.25	\$7.80	\$0.70	\$0.25	\$0.10	\$64.46
Class 2 - 51 ton to 99 ton	\$50.78	\$2.28	\$3.18	\$2.25	\$7.80	\$0.70	\$0.25	\$0.10	\$67.34
Class 3 - 100 ton to 199 ton	\$52.54	\$2.36	\$3.29	\$2.25	\$7.80	\$0.70	\$0.25	\$0.10	\$69.29
Class 4 - 200 ton to 300 ton	\$54.29	\$2.44	\$3.40	\$2.25	\$7.80	\$0.70	\$0.25	\$0.10	\$71.23

May 1, 2027

Classification	Base Rate	Stat.Hol. Pay	Vacation Pay	H&W	Pension	Training	Retention Recruitment	CLRAM Dues	Total Wage Package
Mobile Crane Apprentices									
1st year 0 - 1700 hours - 60% of Class 1	\$28.90	\$1.30	\$1.81	\$2.25	\$4.68	\$0.70	\$0.25	\$0.10	\$39.99
2nd year 1701 - 3400 hours - 70% of Class 2	\$35.54	\$1.60	\$2.23	\$2.25	\$5.46	\$0.70	\$0.25	\$0.10	\$48.13
3rd year 3401 - 5100 hours - 80% of Class 3	\$42.03	\$1.89	\$2.64	\$2.25	\$6.24	\$0.70	\$0.25	\$0.10	\$56.09
New Journeyperson 0-850 hours - 90% Class 1	\$43.35	\$1.95	\$2.72	\$2.25	\$7.02	\$0.70	\$0.25	\$0.10	\$58.34
New Journeyperson 851-1700 hours – 95% Class 1	\$45.76	\$2.06	\$2.87	\$2.25	\$7.41	\$0.70	\$0.25	\$0.10	\$61.39
Skilled Helper									
Class 1 – Start Rate	\$30.09	\$1.35	\$1.89	\$2.25	\$5.08	\$0.70	\$0.25	\$0.10	\$41.71
Class 2	\$32.02	\$1.44	\$2.01	\$2.25	\$5.08	\$0.70	\$0.25	\$0.10	\$43.85
Pre-Employment	TBD								

#### APPENDIX "B" – MECHANIC'S TOOL LIST

- 1 7 1/2" Heavy Duty Diagonal Pliers
- 1 Slip Joint Pliers
- 1 Interlocking Joint Pliers
- 1 10" Vise Grip Wrench
- 1 6" Needle Nose Pliers
- 1 Set of Blade Screw Drivers
- 1 Set of Philips Screw Drivers
- 1 Crowfoot Bar 16" Long
- 1 Set of Robertson Screw Drivers
- 1 2 lb. Ballpeen Hammer
- 1 12 oz. Ballpeen Hammer
- 1 2 lb. Plastic Hammer
- 1 Feeler Gauge
- 1 6" Long Center Punch
- 1 3/8" Edge, 5 1/2" Long Chisel
- 1 3/8" Point, 9 1/2" Long Punch
- 1 3/4" Edge 7" Long Chisel
- 1 5/32" Point 8" Long Punch
- 1 Snap Ring Pliers
- 1 Tool Box
- 1 Voltmeter All Ranges
- 1 Amp Meter
- 1 Fuse Tester

Combination Wrench Set U.S.S. - 7/16" - 1 1/4"

Small Fine Grain File

1 - Pair of Wire Strippers

Metric Combination Wrench Set – 8 mm – 34 mm

1/2" Drive Socket Set U.S.S. - 7/16" - 1 1/4"

- 1 Set U.S.S. Allen Wrenches
- 1 Set Metric Allen Wrenches #1 #8