

# **LABOURERS' ROAD BUILDING AGREEMENT**

**TRANSPORTATION  
INFRASTRUCTURE  
GROUP OF COMPANIES  
(LOWER MAINLAND)**

**March 1, 2019 to  
February 28, 2022**

THIS AGREEMENT IS

BY AND BETWEEN:

(Hereinafter referred to as the "**Employer**")

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'  
UNION LOCAL 1611**

(Hereinafter referred to as the "**Union**")

**CLAUSE 1:            OBJECTS**

The objects of this Agreement are to: stabilize the Construction Industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes, lock-outs and work stoppages; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

**CLAUSE 2:            DURATION**

This Agreement shall be in full force and effect from and including March 1st, 2006 to and including February 28th, 2011 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date of February 28, 2011, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company give notice of lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

**CLAUSE 3:            EXTENT**

**(a)    Application:**

This Agreement shall apply to all Employees of the Employer engaged in the classifications listed in the attached Schedules on the following types of construction work in the Province of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns.

Federal, Provincial or Municipal road and highways, logging roads, mining roads, mine stripping, railway grades, dikes, access road to projects or industrial sites, all asphalt paving and concrete paving of highways and roads, asphalt parking lots and driveways, airport runways and taxi strips and gravel crushing for the foregoing types of work. The Employer shall be allowed to perform residential and municipal utility work and mine tailing dams under the terms and conditions of this Agreement.

When working on construction projects other than those described above, the Employer agrees that he/she shall abide by the Agreements covering such work between the Union and the Construction Labour Relations Association of B.C. and the Pipe Line Contractors Association of Canada, with the exception of the Jurisdictional Assignment Plan.

**(b)    Sub-Contractors:**

The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer shall engage only those Sub-Contractors having an Agreement with the Construction and Specialized Workers' Union, Local 1611, prior to commencing work. The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the Sub-Contractor.

In the event a Sub-Contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement the prime contractor shall upon written notice, by the Union, of such payroll failure, be required to make the necessary payments.

**(c)    Owner-Operators:**

Where an Owner-Operator performs work for which he/she has been hired, or which he/she has sub-contracted, he/she shall, prior to commencing such work, have a temporary identification card or be a member of and obtain a clearance from the Union within whose jurisdiction the work is to be performed. The worker shall abide by all the provisions of this Agreement and shall, when he/she works beyond five (5) working days, be accorded all the rights, benefits and privileges of this Agreement.

When he/she works beyond five (5) working days, he/she shall thereafter become an Employee and be paid wages in accordance with the hours of work and wage rates of this Agreement. (Such payment shall **NOT** include time spent in the repair, servicing or maintaining of his/her own equipment.)

Payment of wages shall be made separate from any other payments to which, for any reason, he/she is, or may become, entitled.

When the Employer rents equipment, the operators of such rented equipment shall be members of the Union.

It is agreed that the intent of this Clause is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any Employee of employment.

**CLAUSE 4:            WAGES**

**(a)    Hourly Wage Rates:**

The Employer shall pay wages to every Employee covered by this Agreement at the rates set forth in the attached Schedules and Addendums, hereunto annexed, in respect of the various classifications therein contained. Schedules "A" and "B" shall be deemed to be contained in and form a part of this Agreement.

**(b)    Health, Welfare and Pension Plan:**

The Employer will make contributions for a Health, Welfare and Pension Plan in such amounts and under such conditions as are set forth in the Schedules and Addendums forming part of this Agreement.

**(c)    Vacation and Statutory Holidays:**

Vacation and Statutory Holiday pay shall be accrued at the rate of twelve and one-half (12.5%) of gross earnings (six percent (6%) for annual vacation and six and one-half (6.5%) for Statutory Holidays) and shall be paid to the Employee at least once each month and upon termination of employment.

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff), upon request, shall be entitled to a minimum of three (3) consecutive weeks' vacation. Vacation periods will be arranged by mutual agreement between the Employee and the Employer, it being understood no fare and travel time is payable.

The recognized holidays are: New Year's Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B. C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on Statutory Holidays shall be paid for at double time (2X) rates. In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the Statutory Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day. The additional percentage to become effective as of the date of the holiday.

When a Statutory Holiday falls on a Saturday or Sunday, the following Monday will be observed.

When Christmas Day and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday will be observed.

When a Statutory Holiday falls on a Tuesday, Wednesday or a Thursday, exclusive of Remembrance Day, Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the nearest Monday and the actual day of the holiday shall be worked and paid for at the appropriate straight time rate. Work performed on the day upon which it has been agreed that the holiday will be observed will be paid for at double time (2X) rates. When working in a location where the Employer is prevented by the owner from working on a Statutory Holiday, then the actual Statutory Holiday shall be observed.

**(d) Payment of Wages:**

The Employer shall, at least every second Friday, pay to each Employee covered by this Agreement, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day. Second shift to be paid at least every second Thursday.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the Employees to cease work until payment of wages, or other arrangements, are made between the Employer and the Union.

In the event that an Employee covered by this Agreement ceases, for any reason, to be an Employee of the Employer, the Employer shall pay such Employee not later than the next working day after he/she ceases to be an Employee of the Employer, all wages, salary and holiday pay earned by such Employee.

As directed by the Employee, a cheque mailed to the address of the Employee, or to the Union Office within the time as specified above, shall constitute payment in accordance with the provisions of the Agreement.

Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his/her usual wages and all other conditions of the Agreement until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned.

Where subsistence allowance and retro pay is payable under the terms of this Agreement, such payment shall be paid by separate cheque.

Exchange charges within B.C. will be added to the cheque or otherwise provided for by the Employer.

**(e) Bonding Payroll Failures and Out of Province firms:**

A. Before members are dispatched to any Employer, such Employer shall, if demanded by the Union, post a bond or an irrevocable letter of credit, in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each Employee who will be placed on the Employer's payroll for use in default of payment of wages, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or irrevocable letter of credit shall, by mutual consent of the Union and the Employer concerned, be terminated.

B. Where there has been a payroll failure by an Employer or where an Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:

- i. make available at the Employer's premises all payroll records to the Union for examination; and/or
- ii. post a bond in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each Employee who was on the Employer's payroll during the immediately preceding six (6) months. In lieu of the Bond, the Employer shall submit an irrevocable Letter of Credit upon request to the Union.

C. Out-of-Province firms must establish a local pay office.

**(f) New Classifications:**

As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedules, the Employer shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day notice in writing, is given by either Party to commence negotiations.

In the event of disagreement, the question of a rate to be paid shall be referred to arbitration per the provisions of Clause 14 (b) ii.

**(g) Higher Wage Rates:**

Where an Employee works in a higher hourly wage classification he/she shall be paid the higher rate for the entire shift.

**(h) Lesser Rate of Pay:**

At no time will an Employee be required to work in a lesser wage classification than that for which he/she was dispatched unless the Employee agrees to the lesser wage classification in writing, which will require the Employee's signature.

**CLAUSE 5: HOURS OF LABOUR, SHIFT AND CALL-OUT TIME**

**(a) Regular Hours:**

Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:30 P.M.; five (5) days shall constitute a week's work, i.e. Monday 8:00 A.M. to Friday 4:30 P.M. The start of the work week shall be Monday 8:00 A.M. except as provided below.

**(b) Shifts:**

When a second shift is required and continued for three (3) consecutive days or more, seven and one-half (7.5) hours of work shall constitute the second shift for which eight and one-half (8.5) hours' pay will be paid.

When a third shift is required and continued for three (3) consecutive days or more, seven and one-half (7.5) hours of work shall constitute the third shift for which nine and one-half (9.5) hours' pay will be paid.

Shift differential on straight time days shall be paid at straight time and, on overtime days, at the prevailing overtime rate. All hours worked in excess of seven and one-half (7.5) hours on additional shifts shall be paid for at overtime rates. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided.

When the Employer wishes to operate a project, or any part or parts thereof on a three (3) shift basis and provided the shifts are continued for three (3) or more consecutive days, then the starting time of the work week shall be 12:01 A.M., Monday (in which case the work week will end at 12:00 Midnight, Friday). Any subsequent change in the start of the work week shall be made only after agreement has been reached with the Union.

**(c) Shift Rotation:**

When two (2) or more shifts are required, they shall rotate every two (2) weeks where practical: i.e. it is not intended that rotation would apply where there is no counterpart or cross shift.

When a second shift is to be worked it shall commence not later than two (2) hours after completion of the first shift.

**(d) Variations:**

All work done outside of the hours mentioned in Clause 5 (a) and Clause 5 (b) above shall be considered overtime EXCEPT:

- i. When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
- ii. In accordance with Clause 5 (a), the starting time may be varied up to two (2) hours. Where it is agreed between the Employer and the Union to vary the starting times; then, a majority of the Employees on the job shall decide the issue. A ballot vote shall be taken on the job under the supervision of the Employer Representative and a person designated by the Union.
- iii. Where for the purpose of utilizing daylight hours, it is agreed between the Employer and the Local Union to vary the starting time from 8:00 A.M. each shift shall consist of seven and one-half (7.5) hours work for which eight and one-half (8.5) hours shall be paid.
- iv. On paving projects where a single shift is established which encompasses part of the second shift and part of the third shift, the shift differential shall be two (2) hours.
- v. Employees shall decide on such variations per the provision in ii above.

**(e) Call-Out Time:**

Where an Employee is called out for work and no work is performed, he/she shall be paid two (2) hours at the Employee's applicable hourly rate.

It is understood that an employee starting work shall receive not less than four (4) hours' pay whether or not the job is suspended due to inclement weather:

- i. On regular shifts at straight time;
- ii. On Saturdays, Sundays and Statutory Holidays at the prevailing overtime rates;
- iii. Where an employee is called out for work at any time and work is performed, he/she shall be paid a minimum of:



- (A) On regular shifts, four (4) hours at straight time;
- (B) On overtime days, four (4) hours at the prevailing overtime rates.
- (C) After the regular shift, Employees called to work shall receive a minimum of four (4) hours pay at the prevailing overtime rate;

provided, however, that the worker has reported to the job site in person in a competent condition to carry out his/her duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows: where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each Employee shall provide the Employer with his/her telephone number where he/she may be reached and the Employer shall fulfill the obligations of the above by contacting that telephone number.

The Employer shall pay to every Employee covered by this Agreement who works in excess of four (4) hours and less than eight (8) hours in any one (1) shift, at least eight (8) hours' wages for each such shift, provided the Employee is available for work.

If the Employee works more than four (4) hours on Saturday, Sunday or a Statutory Holiday, he/she shall receive a minimum of eight (8) hours' pay at the prevailing overtime rate.

- iv. Where an employee reports at the request of his/her Employer and performs work at overtime rates prior to his/her regular starting time, such time will be considered as overtime only and not considered in calculating his/her daily minimum under this Clause.

**CLAUSE 6:            OVERTIME**

(a) All hours worked outside the regular hours, or the accepted variations therefrom and outside the established shift hours, shall be considered overtime, until a break of eight (8) hours occurs and shall be paid for at the following rates:

Monday through Friday: over eight (8) hours and up to and including eleven (11) hours, time and one-half (1.5X); over eleven (11) hours, double time (2X).

Saturday: time and one-half (1.5X) for all hours worked up to and including eleven (11) hours; over eleven (11) hours, double time (2X).

Sunday and Statutory Holidays: double time (2X) for all hours worked.

**(b) Provision of Meals on Overtime**

When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required to provide a meal at no cost to the Employees, for those involved. The time required for the consumption of the meal shall be considered as time worked and shall not be less than one-half (1/2) hour and this break shall occur not more than six (6) hours after the last meal time. Should an Employee be requested to continue work then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

**(c)** Where an Employee is required to work through the regular established lunch period, such Employee shall be paid the applicable overtime rate and shall be given one-half (1/2) hour to consume his/her lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

**(d)** It is agreed that no Employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

**CLAUSE 7: TRANSPORTATION**

**(a)** When upon commencing employment on a job, employee(s) are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the Employee's domicile, including meals, travelling time and a sleeper if night travel is necessary.

**(b)** If an Employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.

**(c)** If an Employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.

**(d)** If an Employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with (e) below.

**(e)** Subject to the same conditions as govern transportation, eight (8) hours' pay at straight time will be paid each calendar day or portion thereof travelling or waiting for transportation. When the time required to travel to the job, check in and receive accommodation is less than eight (8) hours the Employee may be required to work until eight (8) hours have elapsed since his/her departure from his/her place of domicile.

In the event of delayed transportation, accommodation and meals (receipts required) shall be paid by the Employer where such is not provided by the transportation company.

**(f)** If the Employer fails to provide work and requires an Employee to stand by for more than two (2) consecutive shifts, the Employee, at his/her option, shall be deemed to have been laid off and the cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer. Call-out time without work does not constitute work provided.

**(g)** Employee(s) dispatched to jobs before jobs are ready, will be paid waiting time at the regular rate until the job starts, or have their transportation paid return.

Where subsistence allowance and retro pay is payable under the terms of this Agreement, such payment shall be paid by separate cheque.

**(h)** On projects over fifty (50) calendar days duration, Employees who are receiving room and board or a living-out allowance shall be eligible for leave after being on the project for thirty (30) calendar days. A maximum of four (4) days leave shall be granted at least once every forty-five (45) calendar days.

The scheduling and duration of these periodic leaves will be established by agreement with the Employees, however the Employer shall have the right to vary the schedule within the above time periods due to inclement weather. Where the Employer schedules periodic leave due to inclement weather all Employees on the payroll shall be paid fare and expenses both ways regardless of length of time on the job.

When leave is desired in accordance with the above terms, the Employer shall provide transportation and expenses to the point of departure and back to the job. In no event will an Employee receive leave unless he/she actually returns to his/her place of domicile and unless he/she returns to the project for the next shift following leave.

No cash settlement in lieu of leave will be allowed. Living out allowances shall not be paid during leave period. Employees who take leave from camp accommodations will not be required to vacate their rooms during leave.

**(i)** If an Employee takes sick, is injured or leaves the job for authentic compassionate grounds he/she shall be granted leave of absence. The Employer shall pay the cost of transportation to and from the Employee's place of residence.

**(j)** In case of death in the immediate family, the Employee affected shall be granted compassionate leave of absence with pay for eight (8) hours at straight time. Immediate family means: wife, mother, father, brother, sister, children, mother- and father-in-law and grandparents.

**(k) Local Transportation:**

**i. Cities, Towns or Villages**

On all jobs situated within eight (8) kilometres (five (5) road miles) of the center of any city, town or village in which an Employee is residing or accommodated, such Employee will travel daily to and from such jobs at no cost to the Employer. A Local Resident shall be defined as in Clause 12 (b).

On all jobs situated beyond eight (8) kilometres (five (5) road miles) from such centers, such Employees will receive thirty-seven and one half cents (\$.375) per kilometre (sixty cents (\$.60) per road miles) each way as a daily travel allowance up to a distance of thirty-two (32) kilometres (twenty (20) road miles), or a total of forty (40) kilometres (twenty-five (25) road miles) from such centers. All additional mileage to jobs beyond forty (40) kilometers (twenty-five (25) road miles) from such centers, will be paid at a rate of forty-four cents (\$.44) per kilometer (seventy cents (\$.70) per road miles), each way for such additional mileage to reimburse the Employee for daily travel allowance and traveling time.

Where more than one (1) city, town or village is located within a forty (40) kilometer (twenty-five (25) road miles) radius of the job site, the first eight (8) kilometers (five (5) road miles) each way from the city center shall be traveled at no cost to the Employer, but the allowance will be calculated from the city, town or village in or nearest to which the member is residing. (Note: This does not apply to the metropolitan areas of Vancouver - New Westminster or Victoria and Nanaimo.)

For those Employees using their own vehicles on all new grading and reconstruction projects where traveling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Business Representatives. The Employer shall provide transportation to and from the Employee's work station.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to Public Transit Standards with full insurance coverage and operated in compliance with Workers' Compensation Board Regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union, (prior to commencement of the project) with the eight (8) kilometers, (five (5) road miles) distance called for above and that the time spent in traveling to and from such marshalling point or points to the job site will be done during regular hours and while the Employee is on the payroll.

As a further alternative to the foregoing, the Union and the Employer may meet and agree upon a standard lump sum payment to cover the costs of transportation and travel time. This sum in the form of a daily allowance, shall be payable to all Employees employed on this project irrespective of where the Employee is residing or accommodated. It is the intent of both parties to provide a standard travel allowance which may be determined upon the commencement of the project for the mutual advantage of both the Employer and the Employees.

**ON PAVING JOBS ONLY** where a majority of Employees desire to use **THEIR PERSONAL** transportation from the Hotel/Motel to the project, a travel allowance may be mutually agreed to between the **BUSINESS REPRESENTATIVE** and the Employer.

**ii. Camps**

Where camps are maintained, transportation to and from the job site shall be provided.

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

Fifteen (15) minutes free travel time each way outside the regular shift hours will be allowed, all time beyond the fifteen (15) minutes that are outside the regular shift hours will be considered as time worked and paid for at the applicable overtime rates.

**iii. Metropolitan Areas**

In lieu of payment for local transportation cost regardless of the Employee's place of residence, each Employer shall pay to each Employee employed within the Metropolitan Area as defined below, seventy-five cents (\$.75) per hour for each hour for which wages are payable hereunder.

Such amounts shall be paid in the pay period and shall be part of gross earnings.

**Lower Mainland/Fraser Valley Metropolitan Area**

The area extending to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, Surrey, Port Coquitlam and Coquitlam and continuing in a direct line from the northern boundary of Coquitlam westward to Indian Arm and all Municipalities in the Fraser Valley up to the Eastern City Limits of Chilliwack.

## **Victoria Metropolitan Area**

The area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula.

## **Nanaimo Metropolitan Area**

The area in general is from Vancouver Island's East Coast inland to include the built up area which at its greatest is eleven (11) kilometers and between the Qualicum River on the north and the northern boundary of Chemainus on the south. Ladysmith, Nanaimo, Parksville and Qualicum are included.

### **iv. During Working Hours:**

On paving projects in Metropolitan Areas where Employees are required to use their own vehicles to move from one (1) job location to another during working hours, an allowance shall be negotiated between the Union and Company involved.

## **CLAUSE 8: TRAINING AND UPGRADING PROGRAMS**

The Employer shall make contributions in the amounts set forth in Schedule "B" or in the appropriate area Addendum, per hour, for each hour of work performed by each Employee covered by this Agreement to the Construction and Specialized Workers' Training Society and payable by the fifteenth (15th) day of the month following that to which they refer.

The Construction and Specialized Workers' Training Society shall be used to provide workers with the opportunity to acquire and improve their skills in accordance with the Society's Trust Document.

The Construction and Specialized Workers' Training Society shall be administered by the Joint Board of Directors established under the Construction and Specialized Workers' Training Society.

## **CLAUSE 9: WORKING CONDITIONS**

(a) Lunch periods shall be at mid shift.

(b) The Employer shall allow each Employee two (2) breaks of ten (10) minutes each but not more in a work shift. Time of breaks shall be mutually agreed upon.

(c) Essential protective clothing and rain wear shall be supplied at no charge to the Employee. In the event that an Employee does not return the foregoing items supplied to him/her by the Employer, the Employer shall charge the cost of same to the Employee and deduct this cost from any money owing to the Employee.

(d) The Employer will supply all safety hats and liners at no cost to the Employee provided the Employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.

**(e)** Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside and cleaned out daily. Toilet paper will be provided.

**(f)** Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.

**(g)** If requested by the Union or Employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the Employee's termination and whether or not he/she is eligible for rehire.

**(h)** Adequate time will be allowed prior to quitting time for picking up tools.

**(i)** A lock-up shall be provided for Employees for drying clothes and dressing room, as well as lunch room. The lock-up shall have tables and benches with provisions for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia and will provide hand cleaner and paper towels. Additional shelters shall be provided for Employees to eat their lunch as may be required.

**(j)** No Employee will be permitted to use his/her own motor vehicle in a manner which is unfair to other members or against the best interests of the Union.

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

The intent of this Clause is that when an Employee is terminated, said Employee will be allowed to leave his/her work station one (1) hour before the end of the shift with pay for the full shift.

It is further agreed and understood the Employee, when working at a location that is not in close proximity to the camp or hotel/motel accommodation, he/she will be transported from the work station to the appropriate accommodation within this hour.

**(l)** Where an Employee is involved in an accident while on the job and as a result is unable to perform his/her work, he/she shall receive a full day's pay for the day of the accident.

**(m)** Special Conditions, Underground: refers to the Collective Agreement between the Union and the Construction Labour Relations Association of B.C.

**(n)** In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an Employee's work clothes up to a total of three hundred and fifty dollars (\$350.00). The Employer shall also provide fire and burglary insurance for the Employee's required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer.

The Employer shall supply the required forms and obtain the inventory from each Employee. The Employee shall receive a signed copy of the inventory from the Employer. Coverage shall commence at the date of filing of the inventory with the Employer. Where an Employee fails to file an inventory his/her rights to submit a claim shall be waived.

(o) The Employer shall allow time off work without pay for any employee who is serving on a Union committee, or for the purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer.

Any Employee who acts within the scope of the above paragraph shall not lose his/her job, or be discriminated against for so acting.

**CLAUSE 10:**        **UNION SHOP**

**(a) Dispatch Offices:**

The Union shall maintain a Dispatch Office, or offices, from which the Employer shall hire all Employees.

The Union recognizes where the Employer wishes to name request a former Employee, this request will be acknowledged by the Union, provided, however, the Union is FIRST notified of the Employer's intention to name request the former Employee and provided the former Employee is registered with the Dispatch Office of the Local Union as being available for employment. A member quitting the Employer will not be eligible for rehire on the same project under the name request provision. Such name requests to originate with the Superintendent or Company Headquarters, at the time of the pre-job conference or after consultation with the Local Union.

**(b) Hiring**

When Employees, including foremen, are required, only Union members having confirmation from the Union shall be hired.

Owner-Operators shall be hired in accordance with Clause 3 (c) of this Agreement.

The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 A.M. and Friday 5:00 P.M., to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.

When Union members are not available in B. C., then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and Tradesmen's qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership in the Union, or be replaced by a Union member when available.



Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first to be laid off providing there is a Union member on the project who is qualified and willing to do the job being done by the employee not yet a member of the Union.

When an Employee suffers a compensable injury, he/she shall be entitled to re-employment with the Employer when he/she receives a clearance to return to work from his/her doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in his/her classification, however, should the Employer refuse employment, the Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

(c) Should an Employee at any time cease to be a member in good standing of the Union under whose jurisdiction he/she is employed, the Employer shall, upon notification from said Union, discharge him/her forthwith.

The Union shall have the exclusive right to determine who is a member in good standing.

(d) The Local Union reserves the right to render assistance to other Labour Organizations. Refusal on the part of the Union members to work with non-Union employees shall not be deemed to be a breach of this Agreement.

(e) The Union reserves the right to refuse to work with employees who are not members of the signatory Local Union and who are performing work coming under the jurisdiction of the Labourers' International Union of North America.

(f) Refusal on the part of Union members to work with employees whose Organization is not affiliated to the Building Trades Council shall not be deemed to be a breach of this Agreement.

(g) It shall not be a violation of this Agreement or cause for dismissal for an Employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Council or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Council.

**CLAUSE 11:        JOB STEWARDS**

(a) Job Stewards shall be recognized on all jobs and shall not be discriminated against.

The Business Manager of the Local Union reserves the right to appoint and dispatch all Job Stewards and shall notify the Employer, in writing, of the appointment. The Job Superintendent or Foreman shall be notified by the Union of the name or names of such Job Stewards and in the event of layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his/her duties.

(b) The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the notification.

(c) Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foremen; however, in no way will they interfere with the employee(s) during working hours, unless permission is granted.

(d) The Employer's representative on site shall provide the Union Business Representative, upon request, with the names of his/her Employees and sub-contractors on the project.

**CLAUSE 12: ROOM AND BOARD**

(a) On jobs where camps are provided, room and board will be supplied in camp at no cost to the Employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations.

Any Employee may refuse to live in accommodation which does not meet the above standard.

(b) On jobs where camps are not provided, Employees who are not local residents where the work is being performed shall receive first class room and board supplied and paid for by the Employer. An acceptable standard of room and board shall be agreed upon by the Union and the Employer. The standard agreed upon shall be equivalent to the B.C.Y.T. Regulations.

A local resident shall be defined as an Employee who has resided at a permanent address, within twenty-five (25) road miles (40 kilometers) by the shortest road route, of the job for a period of sixty (60) days prior to the commencement of the project.

On utility, paving and crushing jobs only, an amount of subsistence allowance may be mutually agreed to between the Employer and a Business Representative of the Union at a pre-job meeting and shall include the cost of first class room and board and any daily travel allowances involved.

Failure of the Employer and the Business Representative of the Union to agree upon an amount of subsistence allowance, the Employer shall supply first class room and board at no cost to the Employee. Accommodations when supplied shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations.

(c) Board shall consist of three (3) meals per day with a hot meal to be served at least two (2) hours or less immediately preceding the starting time of any one (1) shift and not more than one (1) hour immediately after completion of a shift.

(d) Where an Employee has moved into an area to work on a job or project and his/her employment has been terminated and the said Employee does not remain in the area sixty (60) days after termination, to qualify as a local resident and the said Employee is hired by the aforementioned Employer or new Employer, the said Employee will be treated as a non-resident for all purposes and conditions of this Agreement.

(e) Any Employee who is living in accommodations provided by the Employer may on any weekend vacate or check out of such accommodation and the Employer shall pay him/her thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

Any Employee checking out of a hotel or motel shall receive from the Employer thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

To qualify the Employee must be available to work his/her scheduled shift prior to and after the weekend and/or Statutory Holiday and must check out and sign the appropriate check out form prior to leaving.

It is agreed and understood that an Employee will not be required to vacate his/her room during weekend check out.

### **CLAUSE 13: ACCIDENT PREVENTION**

(a) It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act and any refusal on the part of a member to work in contravention of such Regulations shall not be deemed to be a breach of this Agreement. Further, no member shall be discharged because he/she fails to work under unsafe conditions as set out in the Regulations. Any refusal of a member to abide by known Workers' Compensation Board Regulations or posted Company safety regulations, after being duly warned, will be sufficient cause for dismissal.

(b) Any Employee may refuse to work where, in his/her opinion, adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in his/her opinion, there is any reasonable doubt as to the safety of the unit or if he/she feels it is improperly loaded. He/she may not be ordered to operate said vehicle or equipment until he/she has been satisfied any defects have been corrected.

(c) The Head Job Steward, or where there is a Safety Committee, a Union Representative of this Committee, shall accompany the Compensation Board Inspector on all project inspections.

(d) Copies of the Minutes of Safety Meetings shall be forwarded promptly each month to the respective Union Offices.

**CLAUSE 14:        DISPUTES**

**(a)    Jurisdiction**

In the case of a jurisdictional dispute over the allocation of work, it is agreed that there shall be no stoppage of work. Where both Unions party to the dispute have Collective Agreements with the Employer then he/she shall assign the work in accordance with past practice in the British Columbia Road Building Industry. In instances where the Employer does not have a Collective Agreement the Union contesting the Labourers' jurisdictional claim, the work shall be assigned to the Labourers.

If the dispute is not settled locally, then it shall be referred to the General President of the Labourers' International Union of North America and the General President of the disputing Union.

**(b)    Grievances:**

It is the spirit and intent of this Agreement, as contained in Clause I: OBJECTS, to resolve all Employee or Employer grievances promptly and, wherever possible, within the Industry.

If, during the term of this Agreement, there should arise any difference between the Parties to or the persons bound by this Agreement concerning the interpretation, application, operation, or any alleged violation hereof, or concerning discharge of an Employee which may be alleged to be unjust and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- i.     The Job Steward or Business Representative of the Union shall first discuss the differences with the Foreman or Superintendent of the Employer in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence, or in every case the matter shall be deemed to be waived.

However, the foregoing time limits will not apply in respect to any Employer contributions to the Health and Welfare Fund to be made on behalf of the Employees as provided for in this Agreement.

It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the Employees as provided elsewhere in this Agreement may be claimed by the Employees at any time.

The Employer shall only remain liable for Health and Welfare and similar funds as provided for in this Agreement on behalf of the Sub-Contractor for a period of forty (40) days after completion of the Sub-Contract.

- ii. In the event that any grievance involving a question other than discharge is not resolved between the Employer and the Union within twenty (20) days, it may, if mutually agreed, be referred in writing and heard by an Industry Grievance Panel as provided herein or if the Parties fail to agree that the grievance is to be referred to an Industry Grievance Panel, then each Party shall within five (5) days appoint a member to a Board of Arbitration. The two appointees shall within five (5) days of appointment agree upon a person to act as Chairman but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman. The Board of Arbitration shall, within ten (10) days, or such extended period as may be mutually agreed by The Parties, hear the Parties and render a decision which shall be final and binding. The fees and expenses of the Chairman of the Board of Arbitration shall be borne equally by the Parties to the grievance.
- iii. In the event that any grievance involving discharge is not resolved between the Employer and the Union within ten (10) days of receipt of written notice from the aggrieved party, such grievance shall, within that time, at the request of either party, be referred in writing to an Industry Grievance Panel as provided herein or the matter shall be deemed to be waived.

**(c) Industry Grievance Panel:**

An Industry Grievance Panel shall be drawn from representatives of the Construction Unions Resolution Board as set out in Clause 15 of this Agreement and shall be composed of at least four (4) members and not more than six (6) members. Appointment of Panel members shall be made from among those persons who are appointed representatives to the Resolutions Board or from among those persons who are officers of the participating Unions and those persons who are directors of the participating Employers. In no case and at no time shall representatives of the Union or the Employer involved in the dispute be appointed to a Panel. In all proceedings of the Panel, the Union and the Employer shall have equal representation and voting rights.

The Industry Grievance Panel shall meet and endeavour to render a decision within five (5) days of receipt of the grievance in writing. In the event that the Panel cannot arrive at a decision as to the disposition of the grievance within such time, or either Party to the grievance is unwilling to accept the decision, the Panel shall add to its numbers by the selection of a Chairman, with voting rights, from a predetermined list of persons mutually agreed upon by the Parties hereto to act as such.

Should one of these persons fail to be appointed or none be able to act, the Minister of Labour of British Columbia shall be requested to appoint a Chairman. The Panel, with the Chairman added, shall meet and hear evidence and shall have all rights, powers, duties and authorities given to a Board of Arbitration by virtue of the Arbitration Act R.S.B.C., 1960, Chapter 14 and shall render its decision within ten (10) days of receipt of the grievance in writing and its decision shall be final and binding on the Parties to the grievance.

Any and all grievances referred to an Industry Grievance Panel as provided herein shall be resolved by a majority decision of the Panel. A decision of the Panel in matters concerning discharge may include an award of damages or compensation or an order of reinstatement of employment, or any or all the foregoing as it deems just and equitable. The fees and expenses of the Grievance Panel Chairman, where one (1) is required, shall be borne equally by the Parties to the Grievance.

The services of an Industry's Grievance Panel as constituted herein, shall be available to any Employer bound by this Agreement in the Construction Industry within the Province of B. C. with the prior approval of the Construction Unions Resolution Board. Unions participating in the Resolutions Board and the Employer shall each be required to pay a registration fee with the referral of each grievance to an Industry Grievance Panel.

Written notices of all grievances to be referred to a Grievance Panel and payment of all registration fees shall be made to the Construction Unions Resolution Board, which shall allocate disbursement of registration fees to assist in the defrayal of expenses of Grievance Panels as that body shall decide.

**(d) Time Limits:**

The time limits specified in this Clause shall be strictly construed and may be extended only with the mutual consent of the Parties to the grievance. The time limits shall be exclusive of Saturdays, Sundays and Statutory Holidays.

**(e) Failure to Act:**

If for any reason the Industry Grievance Panel ceases to exist or refuses to act in any grievance referred to it by a party or person bound by this Agreement, such grievance shall instead be dealt with by a Board of Arbitration as provided for herein.

**CLAUSE 15: CONSTRUCTION UNIONS RESOLUTION BOARD**

The Construction Unions Resolution Board (hereinafter referred to as the "Resolutions Board") shall be maintained throughout the term of this Agreement for the purpose of reviewing any and all matters covered by this Agreement, in the furtherance of its objects and appointing Industry Grievance Panels to deal with Grievances which may be referred to the Resolutions Board from time to time by mutual agreement of the Parties.

The Resolutions Board shall be comprised of representatives from any Trade Union, as defined in the Labour Relations Code and accepted and recognized by the Building Trades Councils of B.C., which signs a Collective Agreement containing a provision for participation on the Resolutions Board and recognition of the Industry Grievance Panel procedure provided herein, together with Employer representation from the B.C. Road Builders Contractors. The total Employer Representatives to equal the number appointed by the Union.

The Resolutions Board shall establish its own rules of conduct and shall determine, from time to time, its own numbers, subject always to equal representation from the participating Unions and the participating Contractors and shall establish rules of procedure for Industry Grievance Panels.

**CLAUSE 16:**            **PUBLIC RELATIONS**

The Parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public, every effort will be made toward the end that tactful associations are established and maintained particularly where temporary inconvenience may be caused due to construction in progress. Each Party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

**CLAUSE 17:**            **SAVINGS CLAUSE**

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

In the event that any clause or sub clause thereof shall be declared invalid, it is further agreed that the Parties hereto shall meet within the period of sixty (60) days to redraft a new clause or sub clause thereof, which shall be valid and which shall replace the clause or sub clause thereof declared invalid.

If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**CLAUSE 18:**            **WORKING DUES CHECK-OFF**

Contributions at the rates set forth in Schedule "B" or the appropriate area Addendums, shall be deducted per hour for working dues from each Employee covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made in accordance with Clause 22.

Remittances shall be made in accordance with the forms provided by the Union.

**CLAUSE 19:**            **LABOURERS ADVANCEMENT FUND**

The Employer shall make contributions at the rates set forth in Schedule "B" or the appropriate area Addendums, per hour for each hour of work performed by each Employee covered by this Agreement to the Labourers' Advancement Fund in accordance with Clause 22.

**CLAUSE 20:           REHABILITATION FUND**

The Employer shall make a contribution at the rates set forth in Schedule "B" or the appropriate area Addendums, per hour for each hour of work performed by each Employee covered by this Agreement to the Rehabilitation Fund in accordance with Clause 22.

**CLAUSE 21:           HEALTH AND SAFETY FUND**

(a) It is agreed that a Health and Safety Fund as agreed shall be appended hereto and shall be deemed to be contained in and form part of the Collective Agreement.

(b) The employer shall make contributions at the rates set forth in Schedule "B" or the appropriate area Addendums to this fund.

(c) The Local Union shall determine the distribution and allocation of these funds.

**CLAUSE 22:           METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

(a) The Contributions and Deductions referred to in Clause 8, 18, 19, 20 and 21 and Schedule "A" (1) shall be remitted monthly by cheque, together with a form supplied to the Employer by the Union, to the Construction and Specialized Workers' Medical & Benefit Plan of B.C. The said Construction and Specialized Workers' Medical & Benefit Plan of B.C. shall remit monthly all such monies received to the appropriate funds and the Union. The said Construction and Specialized Workers' Medical & Benefit Plan of B.C. may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan and approved by the Trustees of the recipient Funds.

(b) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

(c) The Union may reapportion the contribution rates for the Health, Welfare and Pension plans referred to in Schedule "A" (1) as it deems appropriate.

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of the failure to report and pay contributions/deductions as provided.



**CLAUSE 23:            ENABLING CLAUSE**

The Local Union, in conjunction with the Employer's Representative or the Employer bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, and in writing, amend or delete any terms or conditions of the Agreement for the duration of the job.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

**CONSTRUCTION AND SPECIALIZED  
WORKERS' UNION LOCAL NO. 1611**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Postal Code                      Telephone Number

\_\_\_\_\_  
Signature                              Signing Authority

\_\_\_\_\_  
Signature                              Signing Authority

\_\_\_\_\_  
Signature                              Signing Authority

\_\_\_\_\_  
Signature                              Signing Authority

**Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.**

## **SCHEDULE "A"**

### **A. SPECIAL PROVISIONS**

#### **1. HEALTH, WELFARE AND PENSION PLAN:**

The Employer shall make a contribution for the joint benefit of the Construction and Specialized Workers' Medical and Benefit Plan of B.C. and the B.C. Labourers' Pension Plan in the amount referred to in Schedule "B" of this Agreement or the amount referred to in the appropriate schedule in the attached area Addendums. This amount shall be remitted per hour for each hour for which wages are worked. The Union shall allocate the said contribution to the two (2) Plans as it deems appropriate from time to time.

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending closest to the last days of the preceding calendar month. Such contributions shall be made by cheque payable to the Construction and Specialized Workers' Medical & Benefit Plan of B.C. at par in Vancouver, B.C.

The Employer and the Union hereby agree to be bound by the terms of the Trust Agreement of the Construction and Specialized Workers' Medical & Benefit Plan of B.C. and the Trust Agreement of the B.C. Labourers' Pension Plan of B.C.

The Construction and Specialized Workers' Medical & Benefit Plan of B.C. shall be administered by a Board of Trustees appointed in accordance with the terms of the said Trust Agreement.

Contributions and deductions must be mailed or delivered by the Employer to the Administrator of the Construction and Specialized Workers' Medical & Benefit Plan of B.C. at his/her office no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions in accordance as stipulated herein:

- (i) The Union is free to take the following economic action:
  - (a) Demand payment of the ten percent (10%) per month delinquency charge as provided for in Clause 22 of this Agreement; and/or
  - (b) Demand the posting of a bond or an irrevocable letter of credit as provided for elsewhere in this Agreement; and/or

Where the Employer has failed to comply with (a) and (b) above, then;

- (c) Forty-eight (48) hours after the Union has delivered the demand for the bond or irrevocable letter of credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the irrevocable letter has been furnished and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Clause may only include the withholding and the withdrawals of dispatches to the Employer.

- (ii) The Employer agrees that he/she shall:
  - (a) pay the delinquency charges referred to in (i) (a) above; and/or
  - (b) post the bond or irrevocable letter of credit referred to in (i) (b) above, whenever they are demanded in accordance with the provisions set out in this Agreement.

## **2. FOREMAN**

If the Employer works four (4) or more Employees under the jurisdiction of the Labourers' International Union of North America, a working Labour Foreman or Shifter shall be employed; where six (6) or more such Employees are worked, a non-working Labour Foreman or Shifter shall be employed.

Foremen, members of the Labourers International Union of North America shall be employed at ten percent (10%) over the highest classification under his/her jurisdiction.

When non-working Foremen are required in accordance with the provisions of this Agreement, they shall be selected from the predominate trade on the project.

Employees covered by this Agreement shall be required to take orders only from their immediate foreman. Employees may be assigned by their foreman to work under the direction of another person. When the Employees' foreman is not available, the Employees shall take orders from General Management.

## **3. PROTECTIVE RUBBER SLICKERS**

Protective rubber slickers, rubber boots and rubber gloves, will be issued to air trac, powdermen, drillers and their helpers by the Employer on a charge out basis and the cost of same will be deducted from the Employee's wages. When returned to the Employer's stores in reasonable condition on termination, the Employee will be refunded the amount of the original deduction.

**4. COVERALLS**

Upon request coveralls will be issued to drillers and drillers' helpers by the Employer on a charge out basis and the cost of same will be deducted from the Employee's wages. When returned to the Employer's stores in reasonable condition on termination, the Employee will be refunded the amount of the original deduction.

**5. DRILLERS HELPERS**

There shall be a helper assigned to every air trac and tank drill working alone or one (1) helper for every two (2) machines where the two (2) machines are working together. At no time will the driller be required to perform work normally done by the helper, ie.: changing rods, greasing couplings, changing bits, etc.

**6. AUDIT CLAUSE**

The Union Auditor shall be permitted to inspect and audit the Employer's record of time worked by Employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his/her intentions to audit and to make the necessary arrangements for the time and place.

**7. EQUIPMENT**

Power Saw Rental (Dry Rate) -- two dollars and fifty cents (\$2.50) per operated hour.

In instances when the power saw is fired up a minimum of four (4) hours rental shall be paid.

**8. FIRST AID ATTENDANT**

When First Aid attendants are required the Employer shall designate a member of the Labourers Union as the first aid attendant and such Employee shall have his/her regular hourly rate increased by the following amounts:

- Level II Certificate -- Fifty-two Cents (\$.52) per hour.
- Level II Certificate (with transportation) -- Seventy-two Cents (\$.72) per hour.
- Level III Certificate -- Eighty-two Cents (\$.82) per hour.

9. **MULTIPLATE & BINWALL ASSEMBLER CLASSIFICATION**

It is agreed and understood that the classification of "Multiplate and Binwall Assembler" is to apply to the Employee who installs and tightens the bolts during installation. This classification does not apply to the labourers in installation crews who carry out the functions of moving and handling the materials or handling and levelling the "backfill".

It is not the intent of this Clause to require the Employer to employ a labourer unless there is work on the project coming under the jurisdiction of the Labourers Union.

It is further agreed that those management Employees presently acting as first-aid attendants shall be allowed to carry on such duties for the duration of their life time.

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611**

It is agreed and understood that the signatory Employer shall apply all of the terms of the Standard Road Building Agreement to all work performed in the Yukon Territory.

It is further understood that the wage rate payable shall be the greater of those set out in the Collective Agreement or the applicable Fair Wage Legislation in the Yukon.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the city of \_\_\_\_\_.

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

**SIGNED ON BEHALF OF THE UNION:**

**CONSTRUCTION AND SPECIALIZED  
WORKERS UNION, LOCAL 1611**

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

COPE 378

SCHEDULE "A"

**NOTE:**

**For wage rates, employer contributions and Union dues deduction, please refer to the Addendums attached hereto.**

# **ADDENDUM #3 (a)**

## **TRANSPORTATION INFRASTRUCTURE GROUP OF COMPANIES (LOWER MAINLAND)**

**March 1, 2019 to  
February 28, 2022**



# **MEMORANDUM OF AGREEMENT**

***BETWEEN***

**TRANSPORTATION INFRASTRUCTURE GROUP OF COMPANIES (“TIG”)  
B.A. BLACKTOP LTD.  
JACK CEWE CONSTRUCTION LTD.  
GRANDVIEW BLACKTOP LTD.  
LAFARGE GVA CONSTRUCTION A DIVISION OF LAFARGE CANADA INC.  
MAINLAND CONSTRUCTION MATERIALS ULC dba WINIVAN PAVING**

**(hereinafter referred to as the “Employer”)**

***AND***

***Teamsters Local Union No. 213  
Operative Plasterers’ & Cement Masons’ International Association of the United States and  
Canada, Local 919  
CONSTRUCTION AND SPECIALIZED WORKERS’  
UNION, LOCAL 1611***

**(hereinafter referred to as the “Union”)**

**(collectively referred to as the “Parties”)**

## **RE: NEW PAVING ADDENDUM TO ROAD BUILDING AGREEMENT**

The membership of the Construction and Specialized Workers’ Union, Local 1611, having ratified the new Memorandum of Agreement July 26, 2019, it is agreed that the following shall amend the Collective Agreement dated March 1, 2018.

Further, these terms and conditions shall apply to the following geographical area only, the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Border on the South to Pemberton on the North, inclusive). Should work be performed in other areas of the Province or the Yukon, the applicable Collective Agreements shall apply.

**1. Clause 2: Duration**

3 year agreement commencing March 1, 2019 and ending February 28, 2022.

**2. Letters of Understanding/Sunset Provisions**

The parties agree to the continuation of all other existing clauses, sunset provisions or Letters of Understanding for the duration of the Collective Agreement.

**3. Collective Agreement Structure**

The parties agree to amend the Collective Agreement by replacing all masculine references with masculine/feminine references to comply with applicable Human Rights legislation.

**4. Clause 4 – Vacation and Statutory Holidays**

- The recognized holidays are: New Year's Day, second Monday in February (Family Day), Good Friday, Easter Monday, Victoria Day, Canada Day, first Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates. In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the General Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day.
- When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.
- July 1<sup>st</sup> (Canada Day), shall be observed on the actual day of the holiday except Saturday or Sunday where the following Monday will be observed.
- When Christmas Day and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday will be observed.
- When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Remembrance Day, Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the nearest Monday and the actual day of the holiday shall be worked and paid for at the appropriate straight time rate. Work performed on the day upon which it has been agreed that the holiday will be observed will be paid for at double time rates.

#### 4. Clause 4 – Vacation and Statutory Holidays (cont'd)

▪ Employees shall be provided the option on the method which they wish to be paid earned vacation. They may request on the following basis and the payment will be made by direct deposit:

- each payday
- annually
- upon layoff and/or termination
- or upon request (no reasonable request will be denied)

If requested, Vacation pay shall be paid by separate cheque deposit. Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff) upon request shall be entitled to a minimum of three (3) week's vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer.

Employees will make their request upon hiring or for those who are not new hires, may at any time make their choice. Once a choice is made, the employee may only once during the term of employment request a change.

#### 5. Clause 5 and Clause 6: Hours of Work and Overtime Provisions

The parties agree to amend Clauses 5 and 6 of the Collective Agreement to incorporate the following changes:

It is understood that an employee starting work and no work is performed they shall be paid for two (2) full hours at the Employee's applicable rate.

It is understood that an employee starting work shall receive not less than four (4) hours pay whether or not the job is suspended due to inclement weather:

- (a) On regular shifts straight time;
- (b) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (c) **Regular Season:** The following call-out guarantee provisions will apply Monday through Friday and on Sundays and shall only apply to field operations and shall specifically not apply to fixed plant operations such as plants, shops, mechanics, or pits. For all other employees:
  - Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
  - Four (4) hours pay at applicable rate of pay in the event an employee commences work and works for less than four (4) hours;
  - Eight (8) hours pay at the applicable rate of pay in the event an employee works more than four (4) hours pay but less than eight (8) hours

## **5. Clause 5 and Clause 6: Hours of Work and Overtime Provisions** (cont'd)

(d) **Winter Hours:** the following call out guarantee provisions will apply on Monday through Friday and on Sundays, *November 15<sup>th</sup> through April 30<sup>th</sup>* and shall only apply to field operations and shall specifically not apply to fixed operations such as plants, shops, mechanics, or pits. For all other employees:

- Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than four (4) hours;
- Six (6) hours pay at the applicable rate of pay in the event an employee commences work and work for less than six (6) hours;
- Eight (8) hours pay at the applicable rate of pay in the event an employee works more than six (6) hours pay but less than eight (8) hours

(e) **Call-Out Guarantee – Saturdays:** The following call-out guarantee will apply on Saturdays on a year-round basis:

- Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than 4 hours;
- Actual hours worked to be paid at the applicable rate of pay after four (4) hours has been worked.

(f) **Shift Work**

- Where the majority of hours worked fall between 6AM and 6PM, then no shift premium applies;
- Where the majority of hours worked fall between 6PM and 6AM, then a shift premium of 1.25 times the applicable rate of pay shall apply for all hours worked on that shift;
- This provision shall only apply to field operations, and shall specifically not apply to fixed plant operations.

**6. Clause 4: Wages (and Benefits)**

(A) The parties agree to the following monetary increases;

*Wage Rate Benefits*

March 1, 2018 – 2.2% - wage increase

March 1, 2019 – 2% - wage increase

March 1, 2020 – 2% - wage increase

March 1, 2021 – 2% - wage increase

The percentages as outlined shall be applied to individual classifications. The Union may distribute/allocate amounts to various plans and/or programs from such calculation.

The Employer shall at least every second Friday, pay to each employee covered by this Agreement all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

Payment of wages will be made prior to or during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages or other arrangements are made between the Employer and the Union.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee forthwith after they cease to be an employee of the Employer, all wages, salary and holiday pay earned by such employee.

The Employer may utilize electronic means to pay employee wages, reimburse expenses and will utilize electronic means or Canada Post to provide and itemized statement with each pay, showing the number of hours at straight time rate and at overtime rates, the wage rate, total wages paid and itemized deductions from the amount earned, in addition to expenses reimbursed as appropriate. Where subsistence allowance is payable under the terms of this Agreement, such subsistence allowance shall be paid by separate deposit.

**6. Clause 4: Wages (and Benefits) (cont'd)**

**(B) Flagperson Classification**

▪ The parties agree that the existing Flagperson employees who are employed by the Companies signatory to this Agreement shall be red-circled at their current rate of pay and that the monetary adjustments in Section 6 above shall apply over the duration of the Collective Agreement.

▪ The parties agree that the existing Flagperson classifications and corresponding rates of pay, except for red-circled employees, shall be replaced as follows and that these new rates will apply in the use of sub-contractors as prescribed by the Collective Agreement.

|                        |                 | <b>2.2%</b>     | <b>2%</b>       | <b>2%</b>       | <b>2%</b>       |
|------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Classification</b>  | <b>03/01/17</b> | <b>03/01/18</b> | <b>03/01/19</b> | <b>03/01/20</b> | <b>03/01/21</b> |
| Low Volume Flagperson  | \$21.77         | \$22.25         | \$22.70         | \$23.15         | \$23.61         |
| High Volume Flagperson | \$23.85         | \$24.37         | \$24.86         | \$25.36         | \$25.87         |

The parties agree to establish a subcommittee made up equally of Union and Employer representatives from the Paving Industry, to review the list of high volume roadways and intersections as established July 28, 2000, and to make any mutually agreed changes to the list. The subcommittee will endeavor to complete its task by February 28, 2006.

- The Multi-Employer Group has provided a Letter of Commitment to the Union dated October 10, 2002, concerning the existing Flagperson employees. This Letter of Commitment shall not form part of the Collective Agreement but the parties agree that the Grievance Procedure shall apply to its interpretation and application.

The Letter of Commitment specifies the names of existing, red-circled employees; agreement that these employees shall receive the red-circled rate for work with any of the Companies signatory to this Agreement; and agreement that these employees shall be given preference of employment over new hires and/or at time of recall.

**(C) First Aid Premiums**

Increase premiums to the following;

- Level II Certificate – seventy cents (\$0.70) per hour
- Level II Certificate – ninety cents (\$0.90) per hour (with Transportation)
- Level III Certificate – one dollar (\$1.00) per hour

## **6. Clause 4: Wages (and Benefits) (cont'd)**

At any time throughout the duration of Proficiency Level 2 (801-1600 hours) and prior to advancing to Level 3, the employee must successfully complete one training module provided by the Construction and Specialized Workers Training Society. If the training is not completed prior to achieving the required hours, it must be completed as soon as feasibly possible. Both the hours and training conditions must be met prior to the employee being granted the next Proficiency Level and the associated pay scale. This condition is applicable to each subsequent Proficiency Level and is effective only after the satisfaction of both requirements. In addition to Proficiency Level increases all trainees shall receive any/all increases contained in the Collective Agreement i.e. one and one half percent (1 ½%) date of ratification 2016, and one and one half percent (1 ½%) March 1, 2017.

Note: Increases based on basic labourers rate upon completion. Full rate shall be based on actual classification i.e. Rakerman, Gradesman.

In addition to those funds as amended above, all other fund contributions and conditions in the Collective Agreement shall apply to training classification employees.

### **Ratio:**

The following ratio will be established on a company wide basis. The ratio of training classification employees to existing members/employees shall be on the basis of a maximum of one (1) training classification to every three (3) journeymen classification (1:4). Regardless of Local Union dispatch rules, all training classification employees must be properly logged and dispatched prior to commencing employment.

### **(D) Training – Joint Committee**

The parties agree to the establishment of a Joint Committee to explore appropriate steps for the utilization of trainees and apprentices who have taken the various courses offered by the joint apprenticeship and training programs administered by the trades. The Committee shall meet within 30 calendar days of the date of ratification of the Collective Agreement. The Committee will be composed of equal participants of management and labour who shall have the duty to recommend the establishment of training positions or requisites. The recommendations of the Committee shall be final and binding upon the parties.

### **(E) “Training Society” to “Training Plan”**

The parties agree that the “Training Society” shall now read “Training Plan”. The Union commits to continue to direct the training remittance to the Training Society.

However, in the event that the Union, in consultation with the Paving Contractors, determines that the training needs of the Paving Contractors are not being met, the Union may redirect the training remittance from that date forward to a Training Plan.

This alternative Training Plan shall include equal representatives of the Union and the Roadbuilding Contractors.

**7. Clause 7: Transportation**

(A) Cities, Towns, or Villages: Update mileage reimbursement from “fifty-three cents (\$0.53)” to “the applicable Canada Revenue Agency rate” per km.

(B) Metro Travel Allowance – increase to one dollar (\$1.00) per hour.

**8. Clause 8: Training and Upgrading**

(A) Trainee Provisions

A joint committee shall be established to investigate and recommend the establishment of a formal training program leading to an improvership or apprentice program(s). The committee shall establish a training curriculum of training modules to facilitate the entry and education of members of the Union. As an interim measure, the following wages and conditions shall be applicable to all new entrants. Existing members of the four Locals shall not be affected by this program, but may, on application, be entitled to the training or retraining established by the Training Plan, with the approval of the respective Local Union.

The committee shall be given the authority to monitor and modify the following terms and conditions. Members who do not complete the training programs established for each level of training, shall not advance to the next category. Effective June 1st 1996, a training classification shall be established based on the following graduated program:

| <b>Proposed Hourly Wage Rates</b> |                       |                      |                      |                      |                      |                      |
|-----------------------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|                                   |                       |                      | <b>2.2%</b>          | <b>2%</b>            | <b>2%</b>            | <b>2%</b>            |
| <b>Proficiency Level</b>          | <b>Proposed Hours</b> | <b>March 1, 2017</b> | <b>March 1, 2018</b> | <b>March 1, 2019</b> | <b>March 1, 2020</b> | <b>March 1, 2021</b> |
| Level 1                           | 0 to 800              | \$19.36              | \$19.79              | \$20.19              | \$20.59              | \$21.00              |
| Level 2                           | 801 to 1600           | \$22.25              | \$22.74              | \$23.19              | \$23.65              | \$24.12              |
| Level 3                           | 1601 to 2400          | \$25.16              | \$25.71              | \$26.22              | \$26.74              | \$27.27              |
| Level 4                           | 2401 to 3200          | \$28.05              | \$28.67              | \$29.24              | \$29.82              | \$30.42              |
| Level 5                           | 3201 to 4200          | \$30.95              | \$31.63              | \$32.26              | \$32.91              | \$33.57              |

**9. Clause 22: Method of Payment of Contributions and Deductions**

(A) Health, Welfare, and Pension Plan

The Employer shall make a contribution for the joint benefit of the Construction and Specialized Workers’ Medical and Benefit Plan of B.C., and the Labourers Pension Plan in the amount as specified in Schedule “A” of this Addendum for each hour for which wages are payable hereunder. The Union shall allocate the said contribution to the two Plans as it deems appropriate, from time to time.

The Employer shall make contributions for each hour wages are payable. For clarification: on overtime, hourly contributions shall be at straight time.

The parties agree that the Union may receive payments electronically for monthly remittances.



## 10. Miscellaneous Items

### (A) Arbitration Award Provision

I, \_\_\_\_\_, agree that in consideration of the acceptance by the Construction and Specialized Workers' Union, Local 1611 of myself as an Arbitrator, I will render a decision within thirty (30) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

### (B) Industry Promotion Fund

The parties agree to the establishment of a Joint Committee to promote the Road Building Industry. The Joint Committee will establish governing rules for the purpose of dealing with industry issues or matters as determined by the committee. The funding formula will be \$0.01 per hr. paid by each party.

On behalf of the following Companies:

B.A. BLACKTOP LTD.

GRANDVIEW BLACKTOP LTD.

JACK CEWE CONSTRUCTION LTD.

LAFARGE GVA CONSTRUCTION A DIVISION OF LAFARGE CANADA INC.

MAINLAND CONSTRUCTION MATERIALS ULC dba WINVAN PAVING

On behalf of the Union:

CONSTRUCTION AND SPECIALIZED  
WORKERS' UNION, LOCAL 1611

**ORIGINAL SIGNED DOCUMENT ON FILE**

BB/tp



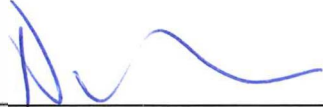
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Signed this 23 day of March, 2021.

On behalf of the Transportation  
Infrastructure Group of Companies:



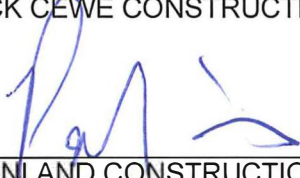
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B.A BLACKTOP LTD.



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GRANDVIEW BLACKTOP LTD.



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JACK CEWE CONSTRUCTION LTD.



\_\_\_\_\_  
MAINLAND CONSTRUCTION MATERIALS  
ULC dba WINVAN PAVING



\_\_\_\_\_  
LAFARGE GVA CONSTRUCTION  
A DIVISION OF LAFARGE CANADA INC.

On behalf of the Union:



\_\_\_\_\_  
Construction and Specialized Workers'  
Union, Local 1611

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**SCHEDULE "A"**  
**"TIG" - WAGE SCHEDULE**

(For the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the US Border on the South to Pemberton on the North, inclusive))

| Dates<br>MM/DD/YY | Health,<br>Welfare &<br>Pension | Train. &<br>Upgrade | LAF    | Union<br>Rehab. | Dues<br>Check-<br>off | Heath &<br>Safety | Total<br>Employer<br>Remittance |
|-------------------|---------------------------------|---------------------|--------|-----------------|-----------------------|-------------------|---------------------------------|
| 03/01/17          | \$5.60                          | \$0.60              | \$0.40 | \$0.03          | \$0.70                | \$0.06            | \$7.39                          |
| 03/01/18          | \$5.60                          | \$0.60              | \$0.40 | \$0.03          | \$0.70                | \$0.06            | \$7.39                          |
| 03/01/19          | \$5.60                          | \$0.60              | \$0.40 | \$0.03          | \$0.70                | \$0.06            | \$7.39                          |
| 03/01/20          | \$5.60                          | \$0.60              | \$0.40 | \$0.03          | \$0.70                | \$0.06            | \$7.39                          |
| 03/01/21          | \$5.60                          | \$0.60              | \$0.40 | \$0.03          | \$0.70                | \$0.06            | \$7.39                          |

| CLASSIFICATION  | MM/DD/Y  | 2.2%     | 2%       | 2%       | 2%       |
|---|----------|----------|----------|----------|----------|
|   | Y        | MM/DD/Y  | MM/DD/YY | MM/DD/Y  | MM/DD/Y  |
|   | 03/01/17 | 03/01/18 | 03/01/19 | 03/01/20 | 03/01/21 |
| Flagperson  | \$29.65  | \$30.30  | \$30.91  | \$31.53  | \$32.16  |
| Labourer: Signalperson,<br>Watchperson, Stakeperson,<br>Chainperson, Rodperson,<br>Dumpperson, Swamper and Weight<br>Scales (Scaleperson) | \$34.59  | \$35.35  | \$36.06  | \$36.78  | \$37.52  |
| Drill Helper  | \$34.67  | \$35.43  | \$36.14  | \$36.86  | \$37.52  |
| Grinder, Mixerperson under 1 yard<br>Gradeperson  | \$34.83  | \$35.60  | \$36.31  | \$37.04  | \$37.78  |
| Instrument Person – Power and<br>Electric Tool Operator (i.e. Power<br>Saw Chipper, Tamper) Multiplate &<br>Binwall Assembler             | \$37.84  | \$38.67  | \$39.44  | \$40.23  | \$41.03  |
| Pipelaye and Manholer   | \$34.91  | \$35.68  | \$36.39  | \$37.12  | \$37.86  |
| Rakerperson   | \$35.29  | \$36.07  | \$36.79  | \$37.53  | \$38.28  |
| Driller, Pneumatic, Airleg<br>Jackhammer Type Wagon Types   | \$35.40  | \$36.18  | \$36.90  | \$37.64  | \$38.39  |
| Driller Rates: when working from a<br>basket platform or using safety ropes,<br>as follows:   |          |          |          |          |          |
| -up to 25 feet  | \$35.74  | \$36.53  | \$37.26  | \$38.01  | \$38.77  |
| -over 25 feet   | \$36.12  | \$36.91  | \$37.65  | \$38.40  | \$39.17  |
| -over 100 feet  | \$36.46  | \$37.26  | \$38.01  | \$38.77  | \$39.55  |
| Air Trac (all Models)   | \$35.71  | \$36.50  | \$37.23  | \$37.97  | \$38.73  |
| Tank Drill, Hydraulic Drill   | \$35.79  | \$36.58  | \$37.32  | \$38.07  | \$38.83  |
| High Scaler:<br>-up to 25 feet  | \$35.21  | \$35.98  | \$36.70  | \$37.43  | \$38.18  |
| -over 25 feet   | \$35.60  | \$36.38  | \$37.11  | \$37.85  | \$38.61  |
| -over 100 feet  | \$35.89  | \$36.68  | \$37.41  | \$38.16  | \$38.92  |
| Powderperson  | \$35.79  | \$36.58  | \$37.31  | \$38.06  | \$38.82  |
| Powderperson 2 <sup>nd</sup> Class with<br>certificate (assisting in loading holes)   | \$35.01  | \$35.78  | \$36.50  | \$37.23  | \$37.97  |
| Fallers on Clearing   | \$35.21  | \$35.98  | \$36.70  | \$37.43  | \$38.18  |
| Air Place Operator  | \$35.50  | \$36.28  | \$37.01  | \$37.75  | \$38.51  |
| Gunite & Grout: Gunite Nozzleperson   | \$35.30  | \$36.08  | \$36.80  | \$37.54  | \$38.29  |
| Gunite Potperson  | \$35.12  | \$35.89  | \$36.61  | \$37.34  | \$38.09  |
| Groutperson (Headerperson)  | \$35.01  | \$35.78  | \$36.50  | \$37.23  | \$37.97  |