

COLLECTIVE AGREEMENT

between

SNC-LAVALIN CONSTRUCTORS (PACIFIC) INC.

and

**ALLIED HYDRO COUNCIL
OF BRITISH COLUMBIA**

EFFECTIVE DATE:

June 26, 2014

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PROJECT LABOUR AGREEMENT

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

BY AND BETWEEN:

SNC-LAVALIN CONSTRUCTORS (PACIFIC) INC.____
(hereinafter called the "Prime Contractor ")

OF THE FIRST PART

AND:

ALLIED HYDRO COUNCIL OF BRITISH COLUMBIA
#209-88-10th St.
New Westminster, British Columbia

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

OF THE SECOND PART

P R E A M B L E

WHEREAS, SNC-Lavalin Constructors (Pacific) Inc. intends to participate in the the John Hart Project under contract with British Columbia Hydro and Power Authority (hereinafter called the Owner for the construction of the Project).

WHEREAS, the Affiliated Unions have in their membership, members competent and qualified to perform construction work on the Project.

WHEREAS, the Prime Contractor and the Council recognize the vital importance of the success of the Project to the people of British Columbia and confirm that in the paramount public interest the Project must be completed expeditiously, efficiently and economically, and with these ends in mind the Prime Contractor and the Council wish to negotiate a Project Labour Agreement applicable to the Employees of all Contractors and Sub-Contractors engaged on the Project and thereby to provide fair and reasonable working conditions; to prevent strikes and lockouts; to enable the skills of both the Prime Contractor, Contractors and their Employees to operate to the end that waste, faulty work performance and avoidable and unnecessary delays are prevented; to eliminate jurisdictional disputes and promote cooperation amongst the workforce; to provide a mutually agreed method of resolving differences and grievances; and to promote to the greatest extent possible harmonious employment relationships between the Prime Contractor, Contractors and their Employees so that industrial peace may be achieved throughout the whole of the period of construction of the Project;

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

WHEREAS, the Prime Contractor and the Council recognize their role in environmental stewardship

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

WHEREAS, by entering into this Project Labour Agreement with the Allied Hydro Council Prime Contractor wishes to ensure relative equity and uniform interpretation and application of the Agreement, and for these purposes the Affiliated Unions agree to maintain the Council and have empowered the Council to act as the exclusive and irrevocable agent of the Affiliated Unions and of each Employee for this Project.

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

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

AND WHEREAS, Prime Contractor and the Affiliated Unions, through the Council, have carried on collective bargaining and the Prime Contractor and the Council are prepared to enter into a Project Labour Agreement on the terms and conditions contained herein.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1.000 - PARTIES AND DEFINITIONS

1.100 Prime Contractor and Contractors

1.101 SNC-Lavalin Constructors (Pacific) Inc. as the Prime Contractor and the Contractors who are engaged to work on the Project recognize the Council for the purpose of collective bargaining and administering this Agreement for the members of the Affiliated Unions; and they agree to be governed by the terms of this Agreement and pursuant hereto.

1.200 Allied Hydro Council of British Columbia

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

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

1.300 Definitions

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

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

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

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

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

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

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

1.307 "Employee(s)" shall be those persons hired for hourly employment performing construction work on the Project including Owner Operators. The term "Employee(s)" shall not include:

- (a) Security Officers and fire prevention personnel;
 - (b) Professional Engineering, Geological and Architectural staff of the Contractor, Consultants or the Owner performing sporadic, occasional and non-repetitive recording, testing, or drafting (with or without tools);
 - (c) Instructors and Consultants doing needs analysis, training and instruction;
 - (d) Technical Specialist(s) from the equipment manufacturers brought in by the Owner to supervise specialized work to be performed on permanent equipment, at the discretion of the Owner. Where, to maintain a warranty on installed equipment, the supplier requires a technical specialist in their employ to do final adjustments, the Council or Appropriate Affiliate shall issue a clearance to such a technician(s) to work with tools for that specific requirement;
 - (e) Clerical staff whose duties include confidential and financial matters;
 - (f) Professional Engineers who are employed in a professional capacity;
 - (g) Persons performing commissioning and acceptance testing who are employees of the Owner;
 - (h) Employees of the Owner, the Prime Contractor or Contractors not engaged in the Project but are on the Site to do work outside the coverage of this Agreement.
- 1.308 "J.A.P." means the Jurisdictional Assignment Plan of British Columbia.
- 1.309 "Local Union Representatives" shall be the Local Affiliated Union Business Manager or designate.
- 1.310 "Local Resident(s)" see Article 6.212 for definition.
- 1.311 "Master Section" shall mean the section of this Agreement which sets out those items of the Agreement which apply to all Employees and all Affiliated Unions and establishes the items included in the Trade Sections. The Master Section also sets out those items that do not apply to specific employees (eg. Owner Operators, Culinary Workers) or Affiliated Unions.
- 1.312 "Owner" means British Columbia Hydro and Power Authority.
- 1.313 "Owner Operator" means persons engaged in work within the Project who own their own vehicles, machinery or equipment and who perform work or services for another person for compensation, and includes a Dependent Contractor as defined in the Labour Relations Code.
- 1.314 "Party(ies)" means the Allied Hydro Council of British Columbia and SNC-Lavalin Constructors (Pacific) Inc.
- 1.315 "Point of Hire" shall mean the place or community within British Columbia where the Employee resides.
- 1.316 "Prime Contractor": means SNC-Lavalin Constructors (Pacific) Inc.

- 1.317 "Project" means all construction work on Site required to:
- (a) Construct the John Hart Powerplant Project including without limitation:
 - (i) Powerhouse, Power Tunnel, Intake and Tailrace.
 - (ii) Powerhouse; switchgear;
 - (iii) Sub stations and switching facilities on Site.
 - (iv) Infrastructures constructed on Site such as camps and including sewer and water work (if provided) but not including the work of utility companies (eg. telephone, natural gas supply and cable TV companies, etc.).
 - (v) Clearing and Worksite development.

1.318 "Site(s)" or "Worksite(s)" shall be defined as the area within the boundaries described in a map which shall be attached to this Agreement as Schedule "A".

1.319 "Trade Section" shall mean the section of this Agreement which sets out those items of the Agreement which are specific to each Affiliated Union and not in conflict with the terms of the Master Section of this Agreement, namely:

- (a) Classifications, Wage Rates and Apprenticeship rates
- (b) Crew Leader
- (c) Union Dues
- (d) Health and Welfare, and Pension Plan Funds
- (e) Other Funds

It is understood that the only items or provisions which may be included in the Trade Sections of this Agreement are those items set out above and which are not in conflict with the terms of the master section of the Agreement. This Agreement shall supersede any conflict between the individual Trade Sections and this Agreement.

1.320 "Underground Work" means work performed during underground excavation that includes drilling, blasting, guniting and/or rock bolting.

1.321 "Union" means the Allied Hydro Council of British Columbia acting on its own behalf and on behalf of the following Affiliated Unions:

International Brotherhood of Boilermakers, Iron
Shipbuilders, Blacksmiths, Forgers and Helpers
Lodge 359
International Union of Bricklayers & Allied Craftworkers
Local Union No. 2
International Brotherhood of Electrical Workers

Local Union 213, Local Union 230, Local Union 993, Local Union 1003, Local 258
 Hotel Employees & Restaurant Employees International Union UNITE HERE
 Local 40
 International Association of Heat & Frost Insulators & Asbestos Workers
 Local Union 118
 International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers
 Local Union 97
 Labourers International Union of North America Construction and Specialized Workers Union
 Local 1611
 International Union of Operating Engineers
 Local Union 115
 International Union of Painters & Allied Trades District Council 38 Painters 138, Glaziers 1527, Drywall Finishers 2009
 Operative Plasterers' and Cement Masons' International Association of the United States and Canada
 Local Union 919
 United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada
 Local Union 170, Local Union 516
 Sheet Metal Workers International Association
 Local Union 280, Local Union 276
 International Union of Elevator Constructors
 Local Union 82
 International Brotherhood of Teamsters
 Local Union 213
 Canadian Office and Professional Employees Union
 Local Union 378
 Construction Maintenance and Allied Workers Local 2300
 United Brotherhood of Carpenters and Joiners of America Floorlayers Local Union 1541
 United Brotherhood of Carpenters and Joiners of America Piledrivers Local Union 2404
 United Brotherhood of Carpenters and Joiners of America Millwrights, Machine Erectors & Maintenance Union Local 2736

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

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

- 2.100 It is understood and agreed by the Parties that this Agreement is a special no-strike, no-lockout Agreement for the duration of the Project.
- 2.101 Neither the Council, nor any representative of the Council or any of the Affiliated Unions, nor any Affiliated Union, nor any member of the Affiliated Unions, or any Employee covered by this Agreement shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any Employee or group of Employees or refuse to perform any task during the term of this Agreement.
- 2.102 The Prime Contractor, representatives of the Prime Contractor, the Contractor or representatives of the Contractor shall not in any

way cause or direct any lockout of Employees during the term of this Agreement.

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

ARTICLE 3.000 - COVERAGE

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

4 ARTICLE 4.000 - RECOGNITION

- 4.100 Recognition of the Council and its Affiliated Unions pursuant to this Agreement applies only to the Project and upon completion of the Project this Agreement and recognition pursuant thereto shall terminate.
- 4.101 The employment of members of an Affiliated Union, or of Employees who become members of an Affiliated Union, by the Prime Contractor or a Contractor on the Project, shall not be considered in any application for certification of the trade union under the *Labour Relations Code* with respect to the Contractor.
- 4.102 Trade union membership evidence obtained for the purpose of employing any Employee on the Project shall not be considered in any application for certification of the Council or an Affiliated Union under the *Labour Relations Code* with respect to the Contractor.
- 4.103 Any agreement by the Prime Contractor or a Contractor to employ members of an Affiliated Union for work on the Project shall be deemed not to be an agreement voluntarily recognizing the

Council or an Affiliated Union as the bargaining agent for the employees of the Contractor.

ARTICLE 5.000 - JURISDICTIONAL PROCEDURES

5.100 It shall be the right and responsibility of any Contractor engaged on the Project under this Agreement to designate all work to be performed and to specify such assignment of such work on the following basis:

4.101 Both the Contractor and the Affiliated Union(s) shall recognize and strictly adhere to the Procedural Rules for the Umpire of the J.A.P. and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by the Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council.

Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreements shall re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

4.102 The Contractor shall make known the intended work assignments. It is agreed that such intended work assignments shall be determined by the standards contained in the Procedural Rules for the Umpire of the Jurisdictional Assignment Plan in B.C.

4.103 All cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided in the J.A.P. Plan for the Umpire. The Parties, affected Contractors, Affiliated Unions and Employees shall comply with the decisions and awards of the J.A.P. Umpire of Work Assignment established by the J.A.P.

4.200 All pre-job conferences, including equipment jurisdictional mark-up, shall be arranged by the Prime Contractor or Contractor and shall be held in Vancouver for each contract awarded. The location of the pre-job may be moved by mutual agreement.

4.300 Disputes over the jurisdiction of work shall not at any time cause a stoppage, slowdown of work or delay in starting work.

4.400 It is understood and agreed that all Affiliated Unions even if they are not a member of the British Columbia and Yukon Territory Building and Construction Trades Council or they do not have obligation or recourse to the Impartial Jurisdictional Disputes Board are covered by the J.A.P. and shall comply with the procedures and decisions of the J.A.P. for the resolution of jurisdictional disputes.

4.500 Once the jurisdiction has been decided there shall be no dispute on the Site or enforcement of strict jurisdictional demarcation lines to the end that Employees shall assist each other and co-operate with each other to use and develop the skills they have.

Each Affiliated Union shall promote co-operation between the Affiliated Unions and Employees.

SNC-Lavalin Constructors (Pacific) Inc. or the Council may arrange a meeting between the Affiliated Unions and Contractors involved where this co-operation is not being exhibited or if no assignment or a miss-assignment has been made in the work under question.

4.600 Jurisdictional Assignment Plan Fund:

- (a) The Contractors shall provide the funding necessary for the J.A.P. at the rate of one (\$0.01) cent per hour for each hour of work performed by each employee covered by this Agreement. These monies shall be paid to the Administrator of the Jurisdictional Assignment Plan.
- (b) These monies shall be remitted by the fifteenth (15th) day of the month following that which the contributions cover, to the Administrator of the J.A.P. Fund.
- (c) It is agreed that should the Board of Trustees of the J.A.P. decide to increase or decrease the contribution rate, such decision shall apply to this Agreement.

ARTICLE 5.000 - MANAGEMENT RIGHTS

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

ARTICLE 6.000 - UNION SECURITY

6.100 Union Membership

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

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

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

6.200 Employment Procedure

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

6.201 All Employees hired shall be cleared through the Appropriate Affiliate.

6.202 The Contractor shall co-operate with the Council and Affiliated Unions in giving employment preference to their members who are residents in British Columbia.

6.203 To provide economic benefits to the local communities in the Project areas, the Contractor, Council and Affiliated Unions agree to provide employment preference to qualified local community residents.

6.204 The Contractor, Council and Affiliated Unions agree to provide equity employment opportunities for First Nations People, women in non-traditional job classifications, visible minorities, disabled or other groups identified.

6.205 The Council and Affiliated Unions agree to give preference to certain members of the Contractor's existing Employees to assist the Contractor in start up and in effective execution of the work.

6.210 Hiring Process

6.210 The Prime Contractor, Contractors, Council and Affiliated Unions agree that workers shall be hired and clearances issued in accordance with the following:

(a) The Prime Contractor, Contractors, and Subcontractors shall each have the right to 'name hire' all supervisors and up to fifty percent (50%) of employees from the affiliated unions on a one-for-one basis.

(b) As part of the Contractors 'name hire' rights outlined in 6.210 (a), the Contractor may hire up to a maximum of ten (10) qualified employees who are not members of the affiliated Union(s). These employees must have been residents of British Columbia for a period of six (6) months prior to the commencement of construction on the site. These employees may or may not be members of the Affiliated Unions. To qualify for a 'name hire' under this clause, the individual

must have been employed by the Prime Contractor, Contractor or Subcontractor for at least six (6) months in the last two (2) years in an appropriate classification and must have the experience, training and required trade qualifications. Additional qualified regular employees may be name requested where there is mutual agreement. The Contractor shall notify the Affiliated Union(s) of these hires and the Affiliated Union(s) shall provide clearances.

- (c) The hiring process shall be to first dispatch qualified union members who are Local Residents from the affiliated union's dispatch.

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

- (e) The hiring process shall next be to dispatch qualified union members whose residences are located in British Columbia.

- (f) The Prime Contractor and/or Contractor shall next hire other qualified British Columbia residents. The Prime Contractor and/or Contractor shall notify the Affiliated Union of these hires and the Affiliated Union shall provide clearance.

- (g) When a crew of 3 or more from an affiliated Union are hired, the first employee hired to work on the tools by each contractor shall be dispatched as the job steward or as determined by each affiliate.

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

6.212 Local Resident(s) Definition

- (a) A bona-fide Local Resident shall be a person who resides within ninety (90) road kilometers of the Worksite for a period of six (6) months prior to the commencement of construction work on the Site; secondly, a person who had a bona-fide residence in a local community for one year prior to the date of hire after the commencement of construction, is also a Local Resident.
- (b) A bona-fide Local Resident status may require proof of actual residency such as documentation of ownership, rental or mortgage payments.

6.220 Equity Employment

Purpose

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

6.221 Employment Equity Initiatives

The Parties agree to:

- (a) Set out employment initiatives for employment of First Nations People who are residents in the Province of British Columbia. To meet these initiatives qualified First Nations People shall be name requested by the Prime Contractor or Contractor and the Affiliated Union(s) shall clear such Employees as per the provisions in clauses 6.210 and 6.211. The Council and Prime Contractor also agree to establish bridging and outreach programs to facilitate training of First Nations People to assist in qualifying for employment.
- (b) Set out employment initiatives for the employment of persons who are disabled as well as women in non-traditional job classifications, visible minorities or other identified initiative groups. To meet these initiatives qualified Local Residents in these groups shall be name requested by the Prime Contractor or Contractor and the Affiliated Union(s) shall clear such employees as per the provisions in clauses 6.210 and 6.211. The Council and Prime Contractor also agree to establish bridging and outreach programs to facilitate the training of these groups to assist in qualifying for employment.
- (c) Conduct ongoing revision(s) as the Parties gain experience as well as to provide appropriate remedies for failure to live up to both the letter and intent of this provision.

6.222 Employment Equity hiring shall, when all qualifications are considered, operate in priority over other preferential hiring processes as per the provisions in clauses 6.210 and 6.211.

6.300 The Contractor shall give preference of re-employment to an Employee on Worker's Compensation when such worker is able to return to work providing appropriate work is available which may involve the displacement of an existing Employee.

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

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

6.303 When a difference arises over the hiring of Employees, the Prime Contractor or Contractor and Council Representatives shall meet and make a final and binding decision. Failing a decision being made the question shall be referred to an Arbitrator selected pursuant to Article 7.210 (b) who shall decide the question within

five (5) days or such additional period as the arbitrator may require.

- 6.304 Employee termination shall conform with the implementation of the principle of "progressive discipline" and "just cause". It is recognized that there may be circumstances where immediate dismissal and/or suspension is warranted.
- 6.305 The Contractor shall provide Council and/or the Affiliated Union with a copy of all Employee termination notices giving the reason for termination and rehire status.
- 6.306 The Contractor shall provide the affiliates with a copy of all Notices of Employment for all new Employees at the time of hire. The Contractor shall provide copies to the Council upon request.
- 6.400 Dues Deduction
- 6.401 The Contractor shall comply with the dues deduction provision of the appropriate Trade Section attached hereto in respect of all Employees covered by this Agreement and remit same to the Affiliated Union within the time specified.
- 6.402 The Contractor shall honour an Employee's written assignment of wages to the Affiliated Union. Each Employee shall submit a written authorization as a condition of employment if required.
- 6.403 The Contractor shall be advised in writing of any changes in initiation fees or dues or of assessments by the Affiliated Union before being required to put them in effect.

ARTICLE 7.000 - GRIEVANCE PROCEDURE

- 7.100 Grievance means any difference or dispute concerning the interpretation, application, administration, meaning or alleged violation of this Collective Agreement, including any question of whether a matter is arbitrable.
- 7.101 Either the Employee or the Council or any Affiliated Union or the Prime Contractor or any Contractor shall have the right to initiate a grievance.
- 7.102 (a) The Council may proceed directly to Stage III Arbitration when claiming damages resulting from any lockout of any Employee.
- (b) The Prime Contractor or Contractor may proceed directly to Stage III Arbitration when claiming damages resulting from any strike, walkout, picketing, work stoppage or refusal to work on the part of any Employee of any Affiliated Union.
- 7.200 Initiation of Grievance
- 7.201 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, other than those pertaining to jurisdictional disputes, that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of knowledge or ought to have known of the incident by either the Employee in Stage I or by either the Council, the appropriate Affiliated Unions, the Prime Contractor or a Contractor (hereinafter called the grieving Party) in Stage II and shall be handled in the following manner:
- 7.202 Stage I:

(Employee/Steward & Crew Leader/Superintendent)

- 7.203 The Employee concerned shall first seek to settle the grievance by discussion with the Employee's Crew Leader. The Employee has the right to have a Steward present. The Employee and/or the Steward may also discuss the grievance with the General Crew Leader or Superintendent in an effort to resolve the grievance. These resolutions, however, are not to change the Agreement and are not to be used as past practice to interpret the Agreement by any Party.
- 7.204 If a resolution of the grievance is not reached within five(5) working days of the Stage I meetings, the particulars of the grievance shall, within a further five (5) working days, be reduced to writing by or on behalf of the grievor, on the appropriate council form, and delivered to the Council who shall give copies to the Contractor and the Prime Contractor and the grievance shall proceed to Stage II.

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

7.205 Stage II:

(Prime Contractor/Contractor and Council/Steward)

- 7.206 Following the issuance of the written grievance, the grieving Party may, at its option, request a Stage II meeting.
- 7.207 A meeting to resolve the grievance shall be convened by the Prime Contractor, and be attended by Representatives of the Council and the Contractor. The Affiliated Unions are urged to attend as well. The Parties have the right to call witnesses and gather the appropriate information.
- 7.208 If the grievance is not resolved within ten (10) working days of the meeting at Stage II, the grievance may proceed, at the option of the grieving Party to Stage III Arbitration.
- 7.209 The Parties may mutually agree to meet with a third party to help resolve the dispute (e.g. mediator, government appointed settlement officer). If the Parties agree to this process and are unable to resolve the grievance in meeting(s) with the third party, the Parties shall request the third party to provide non-binding written recommendations respecting the resolution of the grievance. Upon receipt of the non-binding written recommendations, and failing a resolution to the grievance, the Parties may proceed directly to arbitration. All costs associated with the aforementioned third party shall be shared by the Parties equally similarly as outlined in Article 7.210(i). The third party providing the non-binding opinion shall not be considered as the arbitrator if the grievance proceeds to Stage III Arbitration as per Article 7.210.

7.210 Stage III Arbitration

- (a) Either Party, within ten (10) working days of the Stage II decision, or within twenty (20) working days after the receipt of the non-binding written recommendations of the third party as per Article 7.209, may notify the other Party in writing of its desire to submit to arbitration an unsettled grievance.

- (b) The dispute shall be submitted to a mutually agreeable Arbitrator to be named at the time of requirement, sitting as a Single Arbitrator. The Parties shall agree on the selection of a particular Arbitrator to serve in each instance within ten (10) working days of receipt of the notice to arbitrate.
- (c) The Arbitrator chosen to hear the grievance at Stage III Arbitration shall not be the same person who provided the non-binding opinion as per Article 7.209, where a non-binding opinion was requested for the same grievance.
- (d) The Parties may agree in writing that an Arbitration Board consisting of three members may be substituted for the Single Arbitrator established in paragraph (b) above. Each Party shall nominate a person to sit with the single named Arbitrator (chair) which shall constitute the Arbitration Board.
- (e) The Parties shall each appoint a representative to submit evidence and present their respective positions to the Arbitrator or Arbitration Board. This appointment shall be made within forty-eight (48) hours of receipt of confirmation from the Arbitrator or Chair to serve in that capacity.
- (f) The Arbitrator or Arbitration Board shall proceed as soon as practical to examine the grievance and render a judgement. The Arbitrator or Arbitration Board may determine its own procedure in accordance with the Labour Relations Code of British Columbia.
- (g) The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Arbitration Board. The decision of the Arbitrator or Arbitration Board shall be final and binding on the Parties, and affected Contractors, Affiliated Unions and Employees.
- (h) The Arbitrator or Arbitration Board shall not have the power to change this Project Labour Agreement or to alter, modify or amend any of its provisions.
- (i) In the arbitration proceedings, each of the Parties shall pay the expenses of its representatives and its Nominee to the Arbitration Board. The fees and expenses of the single Arbitrator or the Chair of an Arbitration Board shall be shared equally by the Parties.
- (j) Only by mutual agreement of the Parties, the processing of any grievance may proceed directly to any stage or step in the grievance procedure, including arbitration.

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

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

ARTICLE 8.000 - REPRESENTATIVES

8.100 Prime Contractor's Representative

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

8.200 Council's Representative

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

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

- 8.400 It is agreed that neither Site Representative nor any representative of an Affiliate nor a Contractor have any power to alter or amend this Agreement in any way. This is not meant to discourage arrangements made on Site between the Site Representatives to resolve issues and disputes or institute mutually acceptable solutions. These arrangements, however, shall not have the effect of altering the Agreement and are not to be used as past practice to interpret the Agreement.

8.500 The Council and the Prime Contractor

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

8.600 Administration Meetings

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

ARTICLE 9.000 - STEWARDS

- 9.100 Each Affiliated Union is entitled to appoint and/or relieve of duties Stewards and/or Crew Stewards for each Contractor, to act as a representative of the Affiliated Union. Such Steward shall be appointed by the appropriate Affiliated Union and the Prime Contractor shall be notified in writing by the Council. The Representative of the appropriate Affiliate shall be advised in advance by the Contractor of the termination of the Steward.
- 9.200 There shall be no non-working Stewards.
- 9.300 It shall be the duty of Stewards and/or Crew Stewards to assist the Contractor and the Employees in carrying out the provisions of this Agreement and they shall be allowed reasonable time to perform their duties as agreed to by the Contractor's Representative on the job and such approval shall not be unreasonably denied. When the Contractor determines it is necessary to reduce the working forces on the job by layoff, the Steward(s) shall receive notice and a list of the Employees that shall leave the job. Such notice shall be at least two (2) hours prior to the end of the final shift of the Employees.
- 9.400 In the event that any Steward is dismissed for just cause, the Union will have the right to name another Steward from the remaining work crew. Crew Stewards shall be retained until the crew is abolished. If some of the crew is transferred to another crew within the scope of the Contractor that the Employee was assigned to and the Crew Steward is qualified, then the Crew Steward shall be among those transferred. The Council shall give written advice if the Crew Steward is to become Steward over the crew to which the Crew Steward was transferred. Otherwise the Crew Steward shall not be considered a Crew Steward in the new crew. There shall be no duplication of Crew Stewards.
- 9.500 When any part of a crew is required to perform work on overtime or on inclement days, and the Steward(s) is qualified for performing the type of work, the Steward(s) shall be included in such required overtime or inclement working time. The Steward has the right to allow others to work instead but not the right to choose a successor.
- 9.600 In the event of a layoff or reduction in the work force the Shop Steward shall be given preference of continued employment until completion of the contract for work that the employee is qualified unless otherwise agreed between the parties.
- 9.700 The Council and the appropriate Affiliated Union shall be notified in writing by the Contractor and/or Prime Contractor within forty-eight (48) hours if a Steward is discharged for cause, and such cause shall be stated in written form.

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

- 10.100 Wages and Classifications
- 10.101 Wages shall be paid in accordance with the schedules and classifications set out in the appropriate Trade Section referred to in Article 22.000.
- 10.102 Wage rates shall be as follows:

(a) **May 1, 2014 to April 30, 2015:** Industrial rates as provided for in the agreement(s) between Affiliated Unions and Construction Labour Relations Association of BC and, in the case of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge 359 ("Boilermakers"), the Boilermaker Contractors Association of BC for this period (subject to (f) below);

(b) **May 1, 2015 to April 30, 2016:** Industrial rates as provided for in the agreement(s) between Affiliated Unions and Construction Labour Relations Association of BC and, in the case of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge 359 ("Boilermakers"), the Boilermaker Contractors Association of BC for this period (subject to (f) below);

(c) **May 1, 2016 to April 30, 2017:** an increase of 1.75% on wages and benefits established under (b) above;

(d) **May 1, 2017 to April 30, 2018:** an increase of 1.50% on wages and benefits;

(e) **May 1, 2018 to April 30, 2019:** an increase of 1.50% on wages and benefits.

(f) If Construction Labour Relations Association negotiates a collective agreement with the Boilermakers that provides for wages and/or benefits lower than those in the Boilermaker Contractors Association of BC collective agreement, then the wage rates and benefits for members of the Boilermakers shall be adjusted for the period May 1, 2015 to April 30, 2016 so that the average of the wages and benefits paid to Boilermakers over the period May 1, 2014 to April 30, 2016 is equal to the wages and benefits provided in the Construction Labour Relations Association collective agreement with the Boilermakers over the same period.

10.103 10.102 The hourly wage rates may be adjusted downward or upward should the Affiliated Union elect in writing to adjust their pension, health and welfare, or other funds included in their Trade Sections. These adjustments are not to increase or decrease the total amount paid for hourly wage rates, vacation and statutory holiday pay, health and welfare, pension and other funds in the Agreement. New funds that are mutually agreeable to the Parties may be included in the above adjustments as long as the total amount paid is not increased.

10.104 Journeyperson Rates

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

10.200 Funds

10.201 Funds shall be paid in accordance with the amounts set out in the Master Section and/or appropriate Trade Section referred to in Article 22.000. Payment of funds shall be made by the 15th day of the following month except when the pay day is in the last week of the month which makes it difficult to make the target date of the 15th.

10.202 Contributions to Health and Welfare Funds, Pension Funds and other Funds shall be calculated on the basis of each hour of work actually performed (eg. not including shift differential and overtime premiums).

10.203 Rehabilitation Fund

An amount equal to two cents (\$.02) per hour shall be paid monthly into the B.C. Construction Industry Rehabilitation Fund.

10.204 Construction Industry Health and Safety Fund

An amount equal to two cents (\$.02) per hour shall be paid into the C.C. Construction Industry Health and Safety Fund.

10.205 Skill Plan

An amount equal to two cents (\$.02) per hour shall be paid into the B.C. Construction Industry Skills Improvement Council Skill Plan Fund providing the Skill Plan is in operation.

10.206 J.A.P. Fund

(see Article 4.700)

10.400 Payment of Wages

10.401 Pay Days

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

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

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

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

10.405 Payroll Advance

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

10.406 Pay Slips

The Contractor shall provide an itemized statement with each pay; this statement to show the Contractor's name, the number of hours

at straight time rate and at overtime rate, Statutory Holiday pay, vacation pay, wage rate, total deductions from the amount earned, check-out allowance and daily travel reimbursement.

ARTICLE 11.000 - HOURS OF WORK

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

11.100 Regular Work Day

Eight (8) hours per day shall constitute a regular work day between the hours of 8:00 a.m. and 4:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive. The unpaid lunch period shall be one-half (1/2) hour. The start of the regular work day may be varied by two (2) hours without penalty or premium payment, with at least twenty-four (24) hours notice provided.

Other regular shift hours may be adopted upon mutual agreement between the Contractor and the Affiliated Union(s).

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

11.111 An Employee not working Underground shall not be required to work during regular lunch break except in emergency or special circumstances. Where an Employee is required to work through lunch period, such Employee shall be paid the overtime rate and be given a minimum of one-quarter (1/4) hour to consume lunch, such time shall be paid for as part of the regular shift. It is understood that the lunch period can be taken within one (1 1/2) hour and a half of the start of the lunch period as set out in this Article. No penalty or premium shall be paid if the meal period is adjusted or staggered with others.

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

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

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

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

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

(a) All hours worked outside the established regular workday of eight (8) hours and outside the established shift hours, or the accepted variations therefrom, shall be

considered overtime until a break of eight (8) hours occurs and shall be paid for at time and one half for the first two hours and double time rates thereafter.

- (b) Time worked on Saturdays shall be paid for at time and a half rates for the first four (4) hours of work and double time thereafter except when an Employee's work week ends on Saturday [see 11.500 (a)].
- (c) Time worked on Sundays and on Statutory and/or Recognized Holidays as listed in Article 13.000 of this Agreement, shall be paid for at double time rates.
- (d) Shift differential shall be paid at straight time.
- (e) Overtime shall be computed and paid in units of not less than ten (10) minutes. For purposes of calculation any portion of ten (10) minutes shall be paid as ten (10) minutes.

In the event an Employee is required to work overtime past the hour of 12:00 o'clock midnight and the Contractor instructs the Employee to take an eight (8) hour break so that overtime rates would not apply the following day, the Employee's time shall start at the regular starting time. For example, an Employee works until 3:00 o'clock a.m., takes an eight (8) hour break, starts work at 11:00 o'clock a.m. and shall be paid from 8:00 o'clock a.m. at straight time rates.

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

- 11.201 No penalty or premiums shall be payable if the hours are varied to obey posted Fire Prevention Regulations made under the Forest Act.
- 11.202 Overtime hours worked after the completion of a scheduled day shift shall not attract the afternoon shift differential premium and overtime hours worked after the completion of an afternoon shift shall not attract the night shift differential premium as provided in this Article. Shift differential shall not be paid on overtime worked on Saturday, Sunday and Statutory Holidays.
- 11.203 Notice of Weekend Work

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

11.300 Provision of Meals on Overtime, Regular Workday or Shifts

- 11.301 Employees shall not work more than five (5) hours without receiving a meal, without charge to the Employee. The Contractor shall give the Employee one-half (1/2) hour without pay to eat the meal in the lunch room or the Contractor may request the Employee to eat the meal at the station of work and be paid through the meal period. The Contractor shall deliver the meal.
- 11.302 When an Employee is required to work in excess of ten (10) hours, the Contractor shall be required to either provide a hot meal without charge to that Employee or to pay \$30 to the Employee in lieu of the hot meal not being provided. When a meal is provided, the consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour and this break shall not occur more than five (5) hours after the end of the Employee's last meal period. The parties agree that, in extenuating circumstances, should the Contractor not be able to provide the meal in an overtime meal situation as defined herein, the Contractor will compensate the Employee in an amount equivalent to one (1) hour of journeyman net straight time rate of pay (excluding vacation, statutory holiday pay and benefits) as a meal allowance. When a hot meal can be provided, it shall be mandatory.
- 11.303 Should an Employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.
- 11.304 Scheduled overtime worked in advance of regular starting times shall not be computed in calculating the ten (10) hours in 11.302.
- 11.306 It is understood that an additional rest break, not to exceed ten (10) minutes duration, shall occur between each successive meal break.
- 11.400 Location of Starting and Stopping Time - Regular Workday or Shifts
- 11.401 Starting and stopping time shall commence at the lunch room or tool lockup except for hot seat operations or other continuous operations where starting and stopping time shall commence at the work station.
- Where Employees are required to put away tools and/or cleanup, they shall be given five (5) minutes prior to the end of the shift to do so. Where the Site Representatives mutually agree that in certain situations that five (5) minutes is inappropriate, then by mutual agreement of the Site Representatives, other arrangements may be agreed to.
- 11.402 Where the point of starting or stopping is within 2,500 feet of a marshalling point, Employees shall walk on their own time from the marshalling point to the starting point. Otherwise the Employees may be transported from the marshalling point to the Employee's designated starting point on the Employee's time up to a maximum of thirty (30) minutes. Any time beyond thirty (30) minutes shall be paid at the prevailing rates of pay.
- 11.403 Vehicles transporting Employees shall be designated non-smoking.
- 11.404 Vehicles used to transport workers shall be approved passenger vehicles conforming to public transportation standards and operated in compliance with Workers' Compensation Board regulations. Specially equipped and WSBC approved underground man

riders may be used by the Contractor during Underground excavation.

11.500 Surface and Underground Shifts - Other Than Regular Work Days

- (a) Shift Employees may be scheduled from 8:00 a.m. Monday to 8:00 a.m. Saturday. On time worked outside the established shift hours, on Saturday or Sunday and on Recognized Holidays, overtime rates shall apply. The start of the work day may be varied by two (2) hours without penalty or premium payment, with at least twenty-four (24) hours notice provided.
- (b) Where two or more shifts are worked such shifts may rotate every two (2) weeks where practical. However, it is not intended that rotation shall apply where there is no counterpart or cross shift because the type of work is different. It is also recognized that first (day) shift may be larger than the second (afternoon) and/or third (night shift) and that some Employees may not rotate because they have no cross shift with which to rotate. Shifts may also not rotate when mutual agreement is reached between the Parties.
- (c) On a three shift operation, the shifts shall rotate in the following manner:
 - night shift to afternoon shift,
 - afternoon shift to day shift,
 - day shift to night shift.
- (d) Unless already mutually agreed to by the parties, each shift Employee must be scheduled for three (3) consecutive work days and may be scheduled for five, six or seven days per week, except that when they work outside the regular shift hours, they shall be paid at applicable overtime rates.
- (e) Unless already mutually agreed to by the parties, should the shift be cancelled prior to completion of three (3) consecutive work days, affected Employees shall be paid at applicable overtime rates for time worked. Individual Employees may not work three (3) consecutive work days for various reasons but shall not be paid overtime rates if the shift has been established.
- (f) The Prime Contractor or Contractor may vary the start, finishing, meal times and rest periods of the following shifts by up to two hours with equivalent straight time pay being paid. Other shifts may be established by mutual agreement between the Prime Contractor or Contractor Representative and the Council Representative and shall not be unreasonably withheld.

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

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

Straight

Day ShiftTime

Commence @ 8:00 a.m. to 12:00 noon 4 hrs.
 Meal @ 12:00 noon to 12:30 p.m. 0 hrs.
 Commence @ 12:30 p.m. to 4:30 p.m. 4 hrs.

TOTAL 8 hours straight time pay.

Afternoon Shift

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

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

Night Shift

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

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

- (c) Where the afternoon shift hours are varied beyond two (2) hours such that an Employee works part of the shift within the night shift hours described above, then the shift differential for the varied afternoon shift shall be three-quarters (¾) of an hour.

11.502 Underground Shifts

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

Day Shift:

Commence at 8:00 a.m. to 12:00 noon 4 hours
 Meal at 12:00 noon to 12:30 p.m. ½ hour
 Commence at 12:30 p.m. to 4:30 p.m. 4 hours

TOTAL 8 hours + ½ hour overtime =
 8¾ hours Straight Time Pay.

Afternoon Shift:

Commence at 4:30 p.m. to 8:30 p.m. 4 hours
 Meal at 8:30 p.m. to 9:00 p.m. ½ hour
 Commence at 9:00 p.m. to 12:30 a.m. 3½ hours

TOTAL 7½ hours + ½ hour overtime + ½ hour Shift
 Differential = 8¾ hours Straight Time Pay.

Night Shift:

Commence at 12:30 a.m. to 4:00 a.m. 3½
 hours

Meal at 4:00 a.m. to 4:30 a.m. ½ hour
Commence at 4:30 a.m. to 8:00 a.m. 3½
hours

TOTAL 7 hours + ½ hour overtime + 1 hour Shift
Differential = 8¾ hours Straight Time Pay.

(c) Underground Shift Employees may be scheduled on a one or two or three shift basis and in any combination.

(d) A one-half (½) hour lunch period with pay shall be allowed during each shift worked as shown in the schedule above (Article 11.502 (b)) and on overtime days at the appropriate rates of pay. Hot coffee, soup shall be supplied to underground workers at meal times.

(e) Underground Premium

Except those persons employed under the Labourers' and Operating Engineer and Mechanics Trade Section which contains a schedule for underground rates, an Employee who works underground during excavation which includes drilling, blasting, guniting and/or rock bolting shall receive the regular rate of pay plus ten percent (10%). An Employee who works any part of a half shift underground shall be paid the ten percent (10%) premium for that half shift. If an Employee works underground in both half shifts, the Employee shall be paid the regular wage plus ten percent (10%) for all hours paid that shift including shift differential plus pay for the underground lunch period. Underground premium shall not apply to overtime worked outside the shift hours, unless the overtime is worked underground.

(f) Where the Afternoon Shift hours are varied beyond two (2) hours such that an Employee works part of the shift within the Night Shift hours described above, then the shift differential for the varied afternoon shift shall be three-quarters (¾) of an hour.

11.503 Compressed workweek schedules may be established by mutual agreement between the Prime Contractor or Contractor and the Council and provided it is agreed by a majority of the Affiliates affected.

ARTICLE 12.000 - MINIMUM PAY AND REPORTING TIME

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

12.100 Inclement Weather:

When an Employee reports to work and cannot work because of inclement weather, the Employee shall be paid two (2) hours reporting time.

12.200 Work Not Available:

12.201 When an Employee reports to work and is not given the opportunity to work because none is available or was not

advised before the completion of the previous day's work, the Employee shall be paid two (2) hours reporting time at the prevailing rate and allowed to leave the job immediately.

- 12.202 If an Employee has started to work on a scheduled shift, the Employee shall be paid not less than four (4) hours' pay. When the Employee works more than four (4) hours the Employee shall be paid a minimum of the full scheduled shift rate, including shift differential.
- 12.203 If the Contractor fails to provide work and requires an Employee to stand by for more than two (2) consecutive shifts, the Employee, at the Employee's option, shall be deemed to have been laid off. An Employee shall have the right to refuse a transfer from one Contractor to another. In the event the Employee does not choose to accept the transfer the Employee shall not be considered as having quit.
- 12.204 If no work is available in the Employee's classification and the Employee is given an alternative lower classification (other than Apprentice, Trainee and Improver classification) and the Employee does not want the demotion the Employee can claim a layoff.
- 12.205 Minimum report payments without work does not constitute work provided under 12.203.

12.300 Call-Ins

- 12.301 When an Employee is called in to work immediately outside an established shift or on Saturday, Sunday, or Statutory Holiday, the Employee shall be paid a minimum of three (3) hours pay at the applicable overtime rate except where it runs into the Employee's established shift.
- 12.302 "Call-in" pay shall be applicable to each call-in extended to an Employee, except that total call-in pay within a given eight (8) hour period shall not exceed normal overtime pay for that eight (8) hour period.
- 12.400 When an Employee is called-in to work on Saturday, Sunday or on a Holiday, the Employee shall be provided with a meal at the Employee's request, at what would be the Employee's regular meal period, provided the Employee has worked at least four (4) hours prior to the meal period, and the Employee is required to work after the meal period. However, it shall be the prerogative of the Contractor in conjunction with the Employee involved, to arrange meal breaks for efficiency and convenience of the job.
- 12.500 When an Employee is requested to be available for a call-in on Saturday, Sunday or a Holiday, the Employee shall receive two (2) hours straight time pay per twenty-four (24) hour period. When an Employee is requested to be available for a call-in outside of his/her established shift during week days (Monday to Friday) the Employee shall receive one (1) hour straight time pay per twenty-four (24) hour period.
 - 12.501 Standbys shall be arranged in writing and shall stipulate the period of time the Employee must remain available.
 - 12.502 Standby pay shall not be paid if the Employee is called and is unavailable, or does not report for work.

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

12.600 Pay on Day of Injury

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

12.700 Incomplete Shifts

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

ARTICLE 13.000 - VACATION AND HOLIDAYS

13.100 The Recognized Holidays are:

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

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

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

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

13.300 Christmas Recess

When a Contractor decides to shut down all or part of the work for a Christmas Recess and Employees are given Christmas leave, the Contractor shall pay eighteen dollar (\$18.00) accommodation checkout to Employees in lieu of Living Out Allowance under either Option in Article 14.100 for each weekend day or Statutory Holiday that occurs during the Christmas shut-down period. To qualify the Employee must work the complete shift on the last day before the Christmas Recess begins and report for the first scheduled shift after the Christmas Recess unless the Employee has reasonable cause for not doing so.

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

ARTICLE 14.000 - BOARD AND LODGING

- 14.100 Living Out Allowance shall be provided to all Employees who reside beyond ninety (90) road kilometres (as per Article 6.212) from the Worksite at no cost to such Employees and shall be paid in accordance with the following.

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

Option #1 Employees shall be provided a daily lump sum Living Out Allowance (LOA) of \$125.00.

Option #2 Employees shall be provided with a single room plus \$65.00 daily meal allowance. Employees selecting Option #2 will be entitled Daily Travel Reimbursement under the provisions of Article 18.000.

Room and board facilities may be provided to all Employees who reside beyond ninety (90) road kilometres (as per Article 6.212) from the worksite at no cost to such employee.

14.200 Weekend Checkout

- 14.201 Any Employee who is accommodated by the Contractor in accordance with Article 14.100 Option #2 may checkout of such accommodation and the Contractor shall pay eighteen dollars (\$18.00) per weekend day. To qualify the Employee must be available to work the Employee's scheduled shift prior to the weekend and/or Statutory Holiday and the Employee's scheduled shift after the weekend and/or Statutory Holiday unless the Employee has reasonable cause for not doing so.

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

- 14.202 Where the accommodation is a hotel/motel the Employee may be required to vacate the room and remove all belongs out of the room. If an Employee wishes to store belongings, a lockup shall be provided.

- 14.203 Where a motel or hotel is used, Employees shall be accommodated one (1) person to a room.

14.204 Periodic Leave

Scheduling of periodic leave for crews will be by mutual agreement and no less than every 6 weeks. The Contractor will provide the employee with an airline ticket for travel to the closest commercial airport to the Employee's residence and return to the Site. The Employee may elect to drive in which case the Contractor will pay the lesser of travel allowance of \$0.54 per

kilometre plus reimbursement of the cost of the ferry (return) or the Contractor's cost of the airline ticket.

ARTICLE 15.000 - TOOLS AND LOCKUP CONDITIONS

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

ARTICLE 16.000 - FIRST AID AND SAFETY

- 16.100 The Employees covered by the terms of this Agreement shall, at all times, while in the employ of the Contractor, be bound by the safety rules and regulations as established by the Prime Contractor, Contractor, and Owner. Upon commencing employment the Contractor shall fully acquaint Employees of these rules and regulations, and they are to be published at conspicuous places throughout the Worksite. The Contractor shall provide the Employee such items of safety equipment and apparel as required by these safety rules and regulations.
- 16.200 All equipment, tools, and materials must conform and be utilized in conformity with applicable Provincial and/or Federal Regulations, Acts, and Laws. The Contractor's safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.
- 16.300 It is understood and agreed that the Parties, Contractors, Affiliated Unions and Employees shall at all times comply with the accident prevention regulations of the Workers' Compensation Act. Any refusal on the part of the workers to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Any refusal of workers to abide by Workers' Compensation Board regulations after being duly warned shall be just cause for dismissal.
- 16.301 At no time shall a worker be allowed to work alone unless adequate measures are instituted to regularly monitor the Employee's circumstances.

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

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

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

16.600 Substance Abuse

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

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

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

Use of illegal drugs that adversely affects work performance is prohibited.

The Prime Contractor, Contractors, the Council and Affiliated Unions agree to apply and to adhere to the Construction Industry of British Columbia Substance Abuse Testing & Treatment Program Policy developed by Construction Labour Relations Association of BC and Bargaining Council of BC Building Trades Union.

ARTICLE 17.000 - INITIAL AND TERMINAL TRANSPORTATION

17.100 On initial hire, transportation to projects shall be provided for Employees, except local residents. Transportation shall include: ground transport to and from airports, airplane, airplane and bus, or bus (whichever is the quickest travel), from and return to the point of departure of the Employee, subject to the qualifying provisions of this Article. Employees who do not require Employer supplied transportation shall receive travel allowance of \$0.54 per kilometre plus reimbursement of the cost of the ferry (on presentation of a receipt), on their first pay cheque.

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

- 17.201 If an Employee quits or is discharged for cause when having been on the job thirty (30) calendar days or more, return transportation to point of hire shall be provided by the Prime Contractor or Contractor.
- 17.300 One (1) hour notice of termination with pay shall be given by the Contractor. The Employee shall use this time to gather personal belongings and tools together and attend to all matters dealing with the Employee's termination.
- 17.400 Where an Employee is transferred from one Contractor to another as per Article 5.500 or is rehired before returning to the point of hire, no transportation travel costs shall be paid at the time of transfer (rehire) and the new Contractor shall be responsible for paying the return transportation cost, if the Employee qualifies, at the time of termination.
- 17.500 Employees staying in supplied accommodation who are injured on the job and who require transportation costs not covered by the Workers' Compensation Board either to their point of hire or back to the job shall be paid such transportation cost.
- 17.501 When an Employee becomes ill or is injured in an accident not covered by W.C.B. while being lodged in supplied accommodation and the first aid attendant or a doctor recommends off-Site treatment or return to the Employee's point of hire, transportation costs shall be borne by the Contractor as shall transportation costs back to the job, provided work is available without terminating other Employees.
- 17.502 When an Employee is granted compassionate leave which has been verified in writing and/or approved by the Council, the Employee shall receive the cost of transportation back to the Site when returning to work.

ARTICLE 18.000 - DAILY TRAVEL REIMBURSEMENT

18.100

- (a) Daily travel reimbursement for Employees shall be calculated as per the current CRA Guidelines recommended reimbursement.

Daily travel reimbursement shall be paid for call out days, partial days worked and days when reporting pay is paid for all work related travel

- (b) An alternative Safety Travel Provision shall be accorded at the request of an employee who has worked excess unscheduled overtime or during inclement weather conditions. The employee shall be granted room and board as per Article 14.100 Option #2 on presentation of receipts.

ARTICLE 19.000 - TRAINING AND EMPLOYEE DEVELOPMENT

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

- 19.100 The Parties agree to employ the minimum number of Apprentices as set out in each Trade Section and additionally Apprentices shall be allowed in the following ratio: One (1) Apprentice for the

first Journeyperson assigned to a Contractor and one (1) additional Apprentice for every four (4) additional working Journeypersons assigned to that Contractor, or other greater ratios as mutually agreed to by the Parties; for example, in cases where senior Apprentices perform Journeyperson's work.

- 19.200 The Council and the Affiliated Unions agree to encourage and promote Employees to take training and to take courses. Training time and self study time that are outside Employees scheduled hours shall not be paid. Each Affiliate Union shall encourage training through their training plans on or near the Site for Employees in skill areas where the Parties agree shall be mutually beneficial.
- 19.300 Training rates and rates of pay for positions not requiring a Trades Qualification Certificate (excluding apprenticeship rates) shall be established by mutual agreement between the Prime Contractor or Contractor and each Affiliated Union.
- 19.400 The Council and the Affiliated Unions agree to cooperate with the Contractor in hiring as apprentices Local Residents and First Nations People who qualify to enter the apprenticeship and other training programs.
- 19.500 The Parties shall jointly maintain a liaison and cooperate with local training institutions and agencies.
- 19.600 The Parties also agree to take initiatives to assist Local Residents and equity target groups to achieve the qualifications necessary to compete for employment.
- 19.700 The Parties agree to jointly prepare and present an orientation to all Employees hired to work on the Site.

The orientation shall include safety, housekeeping, environmental stewardship, and key provisions of this Agreement (eg. jurisdiction, no-strike/no-lockout, Harassment, Substance Abuse, the roles of the Council and Prime Contractor and Contractor).

ARTICLE 20.000 - SPECIAL CONDITIONS

20.100 Lunch Rooms

A heated lunchroom and women's and men's change rooms shall be provided for Employees for drying clothes, and changing clothes. The lunch and change rooms shall have tables, and benches, and provision for drying clothes. Such lunch and change rooms shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Contractor shall be responsible for having the lunch and change rooms cleaned on each working shift and kept cleared of working materials and other construction paraphernalia. Lunch rooms shall provide enough room for all the workers to be seated at a table for lunch. It is understood that a heated lunchroom may not be practical at the heading of the Underground works and workers may be required to have lunch at the heading face.

20.200 Protective Clothing

20.201 Protective clothing and safety equipment including rubber gloves, hard hats, winter linings, new sweat bands as required by the Occupational Health and Safety Regulations of the Workers' Compensation Act to protect a worker shall be provided. Such protective clothing shall be supplied

by the Contractor, and shall be Union made whenever possible. Other provisions concerning protective clothing shall be as provided for by the appropriate Trade Section.

- 20.202 Steel toed rubber boots and rainproof clothing shall be supplied by the Contractor to the workers assigned to work in adverse conditions.
- 20.203 The Contractor shall supply protective clothing for welding and cutting as set out in the Trade Sections.
- 20.204 Employees making use of clothing, etc. shall be responsible for the return of such articles, subject to normal wear. Failure to return such articles shall subject the Employee to paying for same at cost. Reasonable explanation for failure to return articles shall be considered.
- 20.300 Sanitary Conditions:
- 20.301 The Contractor shall be responsible for the provision, maintenance and cleanliness of sanitary facilities on the Site and for keeping all areas free of hazards and debris. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness.
- 20.302 Chemical or flush toilets shall be provided by the Contractor for both women and men from the commencement of work on all jobs. Toilet paper shall be provided and facilities shall be cleaned on each working shift.
- 20.303 Employees, Stewards, Union Business Agents, and the Council and Prime Contractor Representatives agree to co-operate to prevent vandalism, defacement and destruction of toilets and other facilities.
- 20.304 Where clean-up facilities are not provided and in mechanical and trade shops, hand cleanser and paper towels shall be provided at no cost to the Employee.
- 20.305 Where there is no potable running tap water available, cool drinking water in approved sanitary containers shall be provided by the Contractor. Paper cups shall be supplied. Salt tablets shall be supplied.
- 20.400 With regard to welding tests, the Contractor shall comply with the provisions for the testing of welders, set out in the appropriate Trade Section, including payment for same.
- 20.401 When working in a Fabrication Shop, proper ventilation shall be provided. In the event of a dispute, the Workers' Compensation Board Regulations shall prevail.
- When working in confined spaces with fibreglass or toxic fumes or smoke, proper ventilation and/or proper respiratory equipment shall be provided by the Contractor.
- 20.500 No Employees shall be permitted to use vehicles in a manner that the Council considers unfair to other workers or against the best interests of the Council. Automobiles or pickups may be used for transportation by supervisory personnel, office staff and field engineering crews. Personnel and materials shall be transported as per International jurisdictional agreements and/or understandings.

20.600 Harassment

20.601 The Prime Contractor, Council, Affiliated Unions and Contractors agree that the workplace should be free from harassment.

20.602 Allegations of harassment shall be processed as per the provisions of the Workplace Discrimination and Harassment Policy and Procedures developed between the Prime Contractor and the Council.

Telephone service shall be made available to all Employees at all times for incoming or outgoing emergency purposes and incoming emergency messages shall be relayed immediately.

20.800 Employees covered by this Agreement are required to take orders only from their immediate bargaining unit Crew Leader or from the Contractor's representative. Other provisions concerning Crew Leaders and General Crew Leaders are contained in the appropriate Trade Sections.

20.900 If plug-ins are not provided for employee's vehicles during extreme cold weather then booster starts shall be provided by the Contractor.

ARTICLE 21.000 - COUNCIL ADMINISTRATION FUND

21.100 Effective July 1, 1999 the Contractors shall contribute monthly to the Allied Hydro Council Administration Fund an amount equivalent to thirty cents (\$0.30) per hour for all hours worked by each Employee. Contributions shall be remitted to the Secretary/Treasurer of the Council not later than the fifteenth (15th) day of the following month.

ARTICLE 22.000 - TRADE SECTIONS

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

<u>APPENDIX</u>	<u>TRADE SECTIONS</u>
	Boilermakers
BR	Bricklayers
CA	Carpenter/Lathers
CE	Cement Masons
CU	Culinary Workers
DR	Drywall
EL	Electrical Workers - Inside Wire
ELL	Electrical Workers - Line
EV	Elevator Construction
FL	Floorlayers
CA	Carpenter/Lathers
IN	Insulators
IR	Ironworkers
LA	Labourers - Heavy Construction
LAM	Labourers - Mason Tenders
LAP	Labourers - Plasterer's Helpers
LAR	Labourers - Road Builders
MW	Millwrights
OF	Office & Technical
OP	Operators - Heavy Construction

OPC	Operators - Piledriving, Dipper, Clamshell, Dredging
OPH	Operators - Hydraulic Dredging
OPR	Operators - Road Builders
OPS	Operators - Steel Erectors
PA	Painters
PI	Piledrivers - Divers
PLA	Plasterers
PL	Plumbers and Pipefitters
QU	Quality Control
RE	Refrigeration
SH	Sheet Metal - Standard
SHR	Sheet Metal - Roofers
TE	Teamsters - Heavy Construction
TER	Teamsters - Road Builders
TI	Tilesetters
TR	Terrazzo Workers

ARTICLE 24.000 - ENABLING CLAUSE

It is understood and agreed to by the Parties hereto that where a particular Article or Articles is or are found to work a hardship on the Prime Contractor or Contractors, said Article or Articles may be modified by mutual consent of the Parties in written form when they deem it to be prudent.

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

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

ARTICLE 25.000 - DURATION OF THE AGREEMENT

25.100 The term of this Agreement shall coincide with the duration of the Project and shall commence on the date of signing of this Agreement and shall terminate on completion of the Project. The Parties further agree that (50)2 and (50)3 of the Labour Relations Code is excluded from this Agreement.

25.200 Upon the termination of this Agreement neither the Council nor any Affiliated Union shall retain any ongoing contractual or other rights, including representational rights, with respect to the Prime Contractor or any Contractor.

Duly executed by the Parties hereto this day of May, 2014

For

SNC LAVALIN PACIFIC CONSTRUCTORS
LTD.

For

THE ALLIED HYDRO COUNCIL OF
BRITISH COLUMBIA

Chris Feller, President

Duly executed by the Parties hereto this 26 day of June ~~May~~, 2014

For

For

SNC LAVALIN PACIFIC CONSTRUCTORS LTD.

THE ALLIED HYDRO COUNCIL OF BRITISH COLUMBIA


Chris Feller, President


ALFRED HANNA, Director


Brad Bastien, Vice President


Jim Paquette, Financial Sec.

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

The undersigned Affiliated Unions hereby authorize the Allied Hydro Council of B.C. by its President and Secretary to execute this Collective Agreement and any other agreements on their behalf and for all Employees of the Prime Contractor and Contractors employed to work on the Project and to act as their agent to handle all matters with for and on behalf of the undersigned Affiliated Unions and to make or receive any other applications or notices under the *Labour Relations Code* and the undersigned agree that such authority shall subsist for the duration of the Project.

FOR:

- International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers
Lodge 359
- International Union of Bricklayers & Allied Craftworkers
Local Union No. 2
- International Brotherhood of Electrical Workers
Local Union 213, Local Union 230, Local Union 993, Local Union 1003, Local 258
- Hotel Employees & Restaurant Employees International Union UNITE HERE
Local 40
- International Association of Heat & Frost Insulators & Asbestos Workers
Local Union 118

Local Union 82
International Brotherhood of Teamsters
Local Union 213
Canadian Office and Professional Employees Union
Local Union 378
Construction Maintenance and Allied Workers Local 2300
United Brotherhood of Carpenters and Joiners of America
Floorlayers Local Union 1541
United Brotherhood of Carpenters and Joiners of America
Piledrivers Local Union 2404
United Brotherhood of Carpenters and Joiners of America
Millwrights, Machine Erectors & Maintenance Union Local 2736