

2013 - 2018 RAILWAY AGREEMENT

BY AND BETWEEN:

PNR RAILWORKS INC.
A & B RAIL SERVICES LTD.

(Hereinafter referred to as the "Employer")

AND:

CONSTRUCTION AND SPECIALIZED WORKERS' UNION
LOCAL 1611

(Hereinafter referred to as the "Union")

TERM OF AGREEMENT

NOVEMBER 1, 2013 - OCTOBER 31, 2018

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This Agreement made and entered into this 1st day of November, 2013.

BY AND BETWEEN:

PNR RAILWORKS INC.
A & B RAIL SERVICES LTD.

(Hereinafter referred to as the "Employer")

AND:

CONSTRUCTION AND SPECIALIZED WORKERS' UNION
LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7

(Hereinafter referred to as the "Union")

CLAUSE 1: **OBJECTS**

The objects of this Agreement are to stabilize the Rail 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 and lock-outs; enable the skills of both Employers and employees to operate to the end that waste and avoidable and unnecessary expenses and delays are prevented; promote good public relations.

CLAUSE 2: **DURATION**

This Agreement shall be in full force and effect from and including November 1, 2013 to and including October 31, 2018 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 October 31, 2018 or immediately preceding the anniversary date in any year thereafter, by written notice to 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.

CLAUSE 2: DURATION (Cont'd.)

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 Employer give notice of lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

The operation of Section 50, sub-sections (2) and (3) of the Labour Relations Code is hereby excluded.

CLAUSE 3: EXTENT

3.01 APPLICATION

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in the attached schedule on the following types of work: railway and transit track construction, rehabilitation and maintenance in the Province of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns. Further, the individual Employer and Local 1611 hereby agree that in areas not organized or under agreement to Local(s) of the Labourers' International Union, work will be performed under the terms, wages and conditions of this Agreement.

3.02

Deleted CLRA Agreement.

3.03 SUB-CONTRACTORS

The terms of this Agreement shall apply to all sub-contractors or sub-contracts let by the Employer. The Employer will make the best efforts to 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.

3.04 OWNER-OPERATORS

Where an owner-operator performs work for which he has been hired or which he has sub-contracted he 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. He shall, when he works beyond five (5) working days, be accorded all the rights, benefits and privileges of this Agreement.

CLAUSE 3: **EXTENT** (Cont'd.)

3.05

When he works beyond five (5) working days he 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.)

3.06

Separate payments – Deleted CLRA Agreement.

3.07

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

3.08

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.

3.09

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.

3.10 SENIORITY

Seniority, if and when the occasion arises, then this item will be subject to and open for negotiations.

CLAUSE 4: **WAGES**

4.01 HOURLY WAGE RATES

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "B", therein contained. Schedule "B" shall be deemed to be contained in and form a part of this Agreement.

CLAUSE 4: WAGES (Cont'd.)

4.02 VACATION AND GENERAL HOLIDAYS

Vacation and general holiday pay shall be accrued at the rate of ten percent (10%) to be paid at straight time on all hours worked, six percent (6%) for annual vacation and four percent (4%) for general holidays. Employees who have completed twelve (12) months of continuous employment from their date of hire, vacation and general holiday pay shall be accrued at the rate of twelve percent (12%) to be paid at straight time on all hours worked, six percent (6%) for annual vacation and six percent (6%) for general holidays and shall be paid to the employee upon termination of employment or when an employee takes his annual vacation. Employees will receive their vacation and holiday pay with each cheque.

4.03

Employees who have completed twelve (12) months of continuous employment from their date of hire, 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.

4.04 THE RECOGNIZED HOLIDAYS ARE:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B. C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any day declared a public holiday by the Federal and/or Provincial Government. All work performed on general holidays shall be paid for at double time rates.

4.05

When a general holiday falls on a Saturday or Sunday, the following Monday will be observed.

4.06

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

4.07

When a general holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Canada Day, 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.

CLAUSE 4: WAGES (Cont'd.)

4.08 HEALTH AND WELFARE PLAN

The Employer shall make contributions to the Health, Welfare and Pension Plans in such amounts and under such conditions as set forth in Clause 19 and Schedule "A" forming part of this agreement.

4.09 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.

4.10

Deleted CLRA Agreement.

4.11

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 day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by such employee. If a pay office is not established at the project concerned, then arrangements shall be made with the employee. These arrangements shall include suitable financial arrangements to enable him to reach his point of hire and in the event that such arrangements include an advance of cash, this shall be deducted from his final pay cheque which shall be mailed to him not later than two (2) working days, from date of termination, to an address designated by the employee.

4.12

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 usual wages and conditions until there is compliance with the conditions.

4.13

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

4.14

Discrepancies arising out of any alleged violations of rates of pay must be filed within fourteen (14) days after receiving the pay in dispute.

CLAUSE 4: WAGES (Cont'd.)

4.15 BONDING PAYROLL FAILURES AND OUT-OF-PROVINCE FIRMS

Before members are dispatched to any Employer who is not signatory to a Construction and Specialized Workers' Agreement, such Employer may be required to deposit a bond suitable to the Union, up to twenty thousand dollars (\$20,000.00) for pay, general holiday pay or any other contributions or payments provided by this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

4.16

Where there have been instances of payroll failures by the Employer, principals or directors to meet payroll requirements, the Union shall have the right to:

1. inspect the Employer's payroll; and/or
2. require the posting of a suitable bond; and/or
3. require the payment of wages and other payroll requirements be made by cash or certified cheque.

4.17 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 Schedule, the Contractor shall promptly negotiate with the Union a wage rate for such equipment or work method.

4.18

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.

4.19

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per provisions of Clause 8.

4.20 HIGH WAGE RATES

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

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

5.01 **REGULAR HOURS**

Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work. The start of the work week shall be Monday, except as provided below.

5.02 **SHIFTS**

1. When a second shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute a second shift for which eight (8) hours' pay will be paid.
2. When a third shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the third shift for which nine (9) hours' pay will be paid.
3. 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 (7) 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.
4. When the Employer wishes to operate a project or any part or parts thereof on a three 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 12:00 midnight, Friday). Any subsequent changes in the start of the work week shall be made only after agreement has been reached with the Union.

5.03 **SHIFT ROTATION**

Where 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.

CLAUSE 5: **HOURS OF LABOUR, SHIFTS AND**
CALL-OUT TIME (Cont'd.)

5.04 **VARIATIONS**

All work done outside the hours mentioned in Clause 5.01 above shall be considered overtime EXCEPT:

1. When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
2. Where it is agreed between the Employer and the Union to vary the starting times and/or duration of shifts, which shall be mutually agreed by employees and the Employer.
3. Under special circumstances the lunch period may be varied up to plus or minus one (1) hour.

5.05 **CALL-OUT TIME**

Where an employee is called out for work and no work is performed, he shall be paid four (4) hours, except in the case of inclement weather, then he shall be paid only two (2) hours.

5.06

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:

- on regular shifts at straight time;
- on Saturday, Sundays and statutory holidays at the prevailing overtime rates.

5.07

Where an employee is called out for work at any time and work is performed, he shall be paid a minimum of:

- on regular shifts, four (4) hours at straight time;
- on overtime days, four (4) hours at the prevailing overtime rates.

CLAUSE 5:

**HOURS OF LABOUR, SHIFTS AND
CALL-OUT TIME** (Cont'd.)

5.08

After the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rates provided, however, that the employee has reported to the job site, in person, in a competent condition to carry out his duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows: Where accommodations are maintained, one (1) hour's notice prior to starting time shall be given.

5.09

Each employee shall provide the Employer with his telephone number where he may be reached and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

5.10

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, then only actual hours worked shall be paid for each such shift, provided the employee is available for work except where, in case of inclement weather, the work is suspended by the owner's engineer then only actual hours worked shall be paid for.

5.11

If the employee works more than four (4) hours on Saturday, Sunday or Statutory Holidays, he/she shall receive actual hours worked at the prevailing overtime rates.

5.12

Where an employee reports at the request of his 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 daily minimum under this Clause.

CLAUSE 6: OVERTIME

6.01

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 twelve (12) hours: time and one-half (1+1/2X); over twelve (12) hours: double time (2X).

Saturday:

Time and one-half (1+1/2X) for all hours worked up to and including twelve (12) hours; over twelve (12) hours: double time (2X).

Sunday and Statutory Holidays:

Double time (2X) for all hours worked.

6.02 PROVISIONS FOR MEALS ON OVERTIME

When employees are required to work extended daily hours in excess of twelve (12) 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 overtime worked and shall be thirty (30) minutes and this break shall occur not more than five (5) hours after commencement of the last break. 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.

6.03

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 lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

6.04

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

7.01 HIRING AND TERMINATION

When upon commencing employment on a job, employees 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 point of hire, including meals, travelling time and accommodations if overnight travel is necessary.

7.02

If an employee voluntarily quits when having been on the job less than thirty (30) calendar days, the cost of transportation to the job shall be deducted by the Employer.

7.03

If an employee is injured or leaves the job for authentic compassionate grounds, cost of return transportation, meals, accommodations, if overnight travel is necessary, and travel time may be paid by the Employer and will be determined on a case by case basis.

7.04

If an employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and accommodation, if overnight travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with 7.05.

7.05

Subject to the same conditions as govern transportation, actual time spent travelling shall be paid. For drivers include overtime if applicable, while passengers paid at straight time rates. 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 departure.

7.06

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, accommodation, if overnight travel is necessary, and travel time shall be paid by the Employer. Call-out time, without work, does not constitute work provided.

CLAUSE 7: **TRANSPORTATION** (Cont'd.)

7.07

Employees 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.

7.08

On all jobs situated outside of the metropolitan areas, as hereinafter defined, each employee shall be paid for all time spent travelling at the individual's appropriate rate of pay as defined in Schedule "B", regardless of the method of transportation. It is understood the driver is to be paid the appropriate rate for all hours spent driving to and from the job, while passengers paid at straight time rates.

7.09

Excluding emergency and extenuating circumstances, at no time will the total work and travel time exceed sixteen (16) hours in a twenty-four (24) hour period.

7.10 **VANCOUVER, NEW WESTMINSTER METROPOLITAN AREA**

Vancouver, New Westminister Area, is the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, Surrey, Port Coquitlam, Coquitlam, Mission, Chilliwack and continuing in a direct line from the northern boundary of Coquitlam West to Indian Arm. Prince George Metropolitan Area shall be defined as the municipal boundaries of Prince George proper.

7.11 **OUT OF TOWN ACCOMMODATION**

When accommodations are maintained by Employer, transportation to and from the job site shall be provided.

Vehicles used to transport employees shall be approved passenger vehicles conforming to public transit standards and operated in compliance with WorkSafe BC Regulations.

Forty-five (45) minutes free travel time each way, outside the regular shift hours will be allowed. All time beyond the forty-five (45) minutes that are outside the regular shift hours, will be paid for at the applicable straight time rates.

7.12 **PERIODIC LEAVE/TURNAROUND**

On all out of town projects the Employer shall provide leave every forty (40) days at no expense to the employee. This shall include the cost of transportation all meals while travelling and a room if overnight travel is required.

- (a) The extent of the leave shall be for a maximum of five (5) days including travel.

CLAUSE 8:

WORKING CONDITIONS

8.01

Lunch periods shall be at mid shift.

8.02

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.

8.03

Essential protective clothing including gloves and rain wear shall be supplied, at no charge to the employee. Items requiring replacement, due to normal wear and tear, must be returned before replacements are provided. In the event that an employee does not return the foregoing items supplied to him 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. If the employee chooses to supply his/her own rain gear the Employer will reimburse the employee the cost up to one hundred twenty-five dollars (\$125.00) per year, upon presentation of the proper receipts by the employee. On each subsequent anniversary after 2013 of the Collective Agreement the allowance will increase by five dollars (\$5.00)

8.04

Employer to make all attempts possible and feasible to provide both washrooms and lunchrooms for longer term jobs.

8.05

Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied.

8.06

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 is eligible for rehire.

8.07

Adequate time will be allowed prior to quitting time for picking up tools.

8.08

No employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interests of the Union.

CLAUSE 8: WORKING CONDITIONS (Cont'd)

8.09

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

8.10

Where an employee is involved in an accident while on the job and, as a result, is unable to perform his work, he shall receive a full day's pay for the day of the accident.

8.11

In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employees' work clothes up to a total of two hundred dollars (\$200.00). The Employer shall also provide fire and burglary insurance for the employees' 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 a signed inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.

8.12

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, with adequate advance notice.

8.13

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

8.14

Employees shall be allowed three (3) days off, without pay, for Bereavement Leave.

8.15

For operators and first aid attendants, employees shall be paid for actual time spent each day for pre and post checks of equipment and the checking of supplies.

8.16

After six (6) months of employment all employees shall be reimbursed up to two hundred dollars (\$200.00) for safety footwear and coveralls. Employees shall be reimbursed upon production of receipts. This entitlement shall be on an annual basis.

CLAUSE 9:

UNION SHOP

9.01 DISPATCH OFFICES

The Union shall maintain a Dispatch Office or offices from which the Employer shall hire all employees, foremen excepted. The Union recognizes where the individual 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 individual Employer's intention to "name request" the former employee and the said employee has been employed, not less than thirty (30) days, by the said Employer within twelve (12) months immediately preceding date of the request.

9.02 HIRING

When employees, excluding foremen, are required only qualified Union members having confirmation from the Union shall be hired. The parties to this Agreement acknowledge that because of safety requirements of railroad and transit work and the specialized nature of the work covered by this Agreement, both parties shall co-operate to the end that all employees hired will be capable of performing such work in an efficient and safe manner.

9.03 FOREMAN

A foreman, when hired, will become a member of the Union as a condition of employment.

9.04 RENDER ASSISTANCE

The Union reserves the right to render assistance to other labour organizations. Refusal on the part of the Union members to work with non-union workmen shall not be deemed to be in breach of this Agreement.

9.05 RESERVES THE RIGHT

The Union reserves the right to refuse to work with workmen who are not members of the signatory Local Union and who are performing work coming under the jurisdiction of the Laborers' International Union of North America.

9.06

Owner-Operators shall be hired in accordance with Clause 3, paragraph 3.04 of this Agreement.

9.07

The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 4:30 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.

CLAUSE 9: **UNION SHOP** (Cont'd.)

9.08

When Union members are not available in the job areas, the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union and tradesmen's qualifications and that the Employer immediately notify the Union of the employee(s) hired.

9.09

New employees shall have thirty days (30) days from the first (1st) date of hire, to become members of the Union and pay their initiation fee. The fee shall be deducted by the Employer and remitted to the Union. Wages and all benefit contributions shall apply from the first (1st) date of hire.

9.10

When an employee suffers a compensable injury, he shall be entitled to re-employment with the Employer when he receives a clearance to return to work from his doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in his 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.

9.11

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

9.12

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

9.13

The Employer's representative on site shall provide the Union Business Representative, upon request, with the names of his employees and sub-contractors on the project.

9.14 **PERMITS**

In recognition of other craft unions' jurisdiction on Building Trades construction sites, permits may be issued to Local 1611 members on a temporary "this job only" basis.

CLAUSE 9: **UNION SHOP** (Cont'd.)

9.15

Permitting shall be done through the Construction and Specialized Workers' Union Local 1611, Vancouver, B.C. office and requesting office.

9.16

All benefits and fringes will be forwarded to the Construction and Specialized Workers' Union Local 1611, for the member on temporary permit.

9.17

The cost of any permit acquired, shall be at no cost to the employees or the Construction and Specialized Workers' Union Local 1611.

CLAUSE 10: **JOB STEWARDS**

10.01

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

10.02

All Job Stewards shall be appointed by the Business Manager or by the Service Representative of the Local Union and the Employer shall be notified in writing. The Job Superintendent or Foreman shall be notified by the Union of the name or names of such Job Stewards. In the event of a lay-off or reduction in 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 duties.

10.03

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.

10.04

Service 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 Foreman; however, in no way will they interfere with the men during working hours unless permission is granted.

CLAUSE 11: ROOM AND BOARD

11.01

On jobs where accommodations are provided by the Employer, room and board will be supplied at no cost to the employee. Accommodations, when supplied, shall meet all applicable fire code and health and safety regulations. Any employee may refuse to live in accommodation which does not meet the above standards. The Employer shall ensure that rooms have daily towel exchange available. Employees will use due care and respect for rooms and facilities.

11.02

Employers shall provide accommodation to employees at no cost to the employees. Employers to make best efforts to provide suitable rooms for employees, and there shall not be more than two (2) employees per room.

11.03

Effective November 1, 2013, each employee shall also receive board allowance from the Employer of fifty-two (\$52.00) per calendar day. The rates will increase by one dollar (\$1.00) on each anniversary of the Collective Agreement. The Employer shall make the best efforts to provide kitchen facilities.

11.04

Employees shall be paid actual time spent for each of checking into and out of out-of-town accommodations at the applicable rate.

CLAUSE 12: ACCIDENT PREVENTION

12.01

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 fails to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known WorkSafe BC regulations or posted Employer safety regulations, after being duly warned, will be sufficient cause for dismissal.

12.02

Any employee may refuse to work where, in his 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 opinion, there is any reasonable doubt as to the safety of the unit or if he 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.

CLAUSE 12: ACCIDENT PREVENTION (Cont'd.)

12.03

The Employer will supply all safety hats and liners on a charge-out basis at cost; such cost to be deducted from the employee's earnings and refunded at such time as the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear. Adequate eye and ear protection will be supplied in accordance with WorkSafe BC standards.

12.04

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

12.05

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

12.06

No personal entertainment devices such as phones, iPods and/or similar devices shall be used during working hours, nor shall they be turned on, except during lunch breaks, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor. The Steward has right to use the cell phone.

12.07

Employees must report for their shift at appropriate time in competent condition to carry out his/her duties for entire shift.

CLAUSE 13: DISPUTES

13.01 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 a decision of record applies to the disputed work or where an agreement of record between the disputing trade applies to the work, the Employer shall assign the work in accordance with such agreement or decision of record. In other instances, the dispute shall be referred to the International President of the Laborers' Union of North America and the International President of the disputing Union.

CLAUSE 13: DISPUTES (Cont'd.)

13.02

If, during the life of this Agreement, there should arise any grievance, dispute or other matter of controversy as to the carrying out of the terms of this Agreement, its interpretation, application, operation or violation, the Shop Steward or Service Representative of the Local Union shall first discuss the difference with the Plant 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 fifteen (15) 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.

CLAUSE 14: 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 part hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

CLAUSE 15: 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 section or portion 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 section or portion thereof which shall be valid and which shall replace the section or portion thereof declared invalid. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**CLAUSE 16: WORKING DUES AND MONTHLY DUES
CHECK OFF**

The Employers agree to deduct and remit the Union monthly dues and the initiation fee, (2013 - \$300.00, 2014 to 2015 \$350.00 and for 2016 - \$400.00), in addition to the per hour working dues. These amounts shall be sent in monthly to the Union. This only applies while the employee is so employed.

CLAUSE 16: **WORKING DUES AND MONTHLY DUES**
CHECK OFF (Cont'd.)

Effective November 1, 2013 seventy-five cents (\$0.75) per hour working dues shall be deducted 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.

Effective November 1, 2014 the rate shall increase to seventy-five cents (\$0.75) per hour, November 1, 2015 to seventy-five cents (\$0.75), November 1, 2016 to seventy-five cents (\$0.75), and November 1, 2017 to eighty cents (\$0.80).

Union to advise of any other increase thirty (30) days written notice shall be provided by the Union to the Employer.

This shall apply to all past and present employees.

CLAUSE 17: **ENABLING CLAUSE**

When the Employer wishes to introduce a modified work week or otherwise alter shift schedules or hours of work and premium rates, in circumstances of new work or special projects, the Employer may approach the Union to seek an enablement or amendment of the Collective Agreement.

CLAUSE 18: **LABOURERS' ADVANCEMENT FUND**

18.01

Effective November 1, 2013, the Employer shall forward fifteen cents (\$0.15) for each hour for which wages are payable to the Labourers' Medical and Benefit Plan of B.C. Such contributions shall be paid prior to the 15th day of the month following the month in which such hours were accumulated. This amount shall be remitted to the B.C. Labourers' Advancement Fund and shall include organizing efforts. Effective November 1, 2016 the rate shall increase to seventeen cents (\$0.17), November 1, 2017 shall be twenty cents (\$0.20).

CLAUSE 19: **MEDICAL AND PENSION PLAN**

19.01

The Employer shall make contributions to the Construction and Specialized Workers Medical and Benefit Plan of B.C. and to the B.C. Labourers Pension Plan as itemized in Schedule "A" hereto.

CLAUSE 20: **CSW TRAINING SOCIETY**

20.01

The Employer shall make contributions to the CSWU Local 1611 Training Plan as itemized in Schedule "A" hereto.

SCHEDULE "A"

PAYMENT OF CONTRIBUTIONS

(a) The contributions referred to in Clauses 16, 18 and 19 shall be remitted by the Employer, monthly, prior to the 15th day of the month following the month in which such hours were accumulated.

Such contributions shall be remitted by cheque together with a form supplied to the Employer by the Union, to the Construction and Specialized Workers = Benefit Plan of B.C., in trust, as agent for the various funds referred to in those clauses.

(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 are 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.

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

HOURLY EMPLOYER CONTRIBUTIONS

DATES	MEDICAL	PENSION	L.A.F.	TRAINING PLAN	HOURLY WORKING DUES DEDUCTION	MONTHLY MEMBERSHIP DUES AND INITIATION FEES
November 1, 2012	\$2.17	\$1.80	\$0.15		\$0.75	\$29.00
November 1, 2013	\$2.35	\$1.80	\$0.15	\$0.02	\$0.75	\$29.00
November 1, 2014	\$2.40	\$1.80	\$0.15	\$0.02	\$0.75	\$31.00
November 1, 2015	\$2.45	\$1.80	\$0.15	\$0.02	\$0.75	\$33.00
November 1, 2016	\$2.50	\$1.90	\$0.17	\$0.02	\$0.75	\$34.00
November 1, 2017	\$2.55	\$2.00	\$0.20	\$0.02	\$0.80	\$34.00

Note: Monthly membership dues and initiation fee – Union to advise the Employer of the amounts as necessary.

SCHEDULE "B"

CLASSIFICATION AND WAGE RATES

Classification	MM/DD/YY 11/01/12	11/01/13	11/01/14	11/01/15	11/01/16	11/01/17
Trackman	\$27.20	\$27.56	\$27.96	\$28.37	\$28.67	\$28.98
Class "A" Operator Senior Tamper Operator, Rail Crane, etc.	\$29.39	\$30.50	\$31.11	\$31.73	\$32.37	\$33.01
Class "B" Operator Trackliner, Spike Master, Regulator, Pettibone Speed Swing, High Rail Dump Truck attachments, etc.	\$28.41	\$28.80	\$29.18	\$29.57	\$29.97	\$30.39
Equipment Maintainer	\$28.31	\$28.80	\$29.18	\$29.57	\$29.97	\$30.39
Lead Hand Rail Flagging	\$27.61	\$28.80	\$29.18	\$29.57	\$29.97	\$30.39
Foreman	\$31.51	\$32.50	\$33.15	\$33.81	\$34.49	\$35.18
General Foreman	\$32.18	\$33.50	\$34.17	\$34.85	\$35.55	\$36.26

Note: Effective November 1, 2013 – COLA based on the B.C. Consumer Price Index shall apply. Should the inflation rate be higher than three percent (3%) than the hourly wage rates shall be increased by the amount of the inflation rate over three percent (3%) to a maximum of an additional two and one-half percent (2.5%).

Note: Effective November 1, 2013, designated first aid attendant hourly premium shall be paid as follows;

Level 3	\$1.15
Level 2	\$0.60

*When additional track equipment is added to the contractors' fleet not covered above, the parties hereby agree to negotiate and insert said equipment in the appropriate operator classes.

APPRENTICESHIP/TRAINEE RATES – BASED UPON ACCUMULATED HOURS.
 (See note)

	MM/DD/YY 11/01/12	11/01/13	11/01/14	11/01/15	11/01/16	11/01/17
Probationary Labourer/Swamper to 1000 hours	\$19.31	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
Labourer 1001 to 2000 hours	\$20.56	\$21.50	\$21.93	\$22.37	\$22.82	\$23.27
Junior Trackman 2001-4000 hours	\$22.73	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90
Trackman over 4000 hours	FULL APPLICABLE RATE					

Dated this 29th day of OCTOBER, 2013.

Signed on behalf of the Employers:

Signed on behalf of the Union:

Debra Wilson
Signature

M. Alvernaz
Signature

Debra WILSON DIRECTOR HR
Print Name Title

MANUEL ALVERNAZ ASS. BUS. MANAGER
Print Name Title

[Signature]
Signature

[Signature]
Signature

Al Schroeder
Print Name Title
Manager, Pacific Region

Nor Malhotra Service Rep
Print Name Title