

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LONG HARBOUR EMPLOYERS ASSOCIATION INC.**

**and**

**RESOURCE DEVELOPMENT TRADES COUNCIL  
OF NEWFOUNDLAND AND LABRADOR**

**FOR**

**THE CONSTRUCTION PHASE OF THE  
VALE INCO LONG HARBOUR PROCESSING PLANT  
SPECIAL PROJECT  
AT  
LONG HARBOUR, PLACENTIA BAY,  
NEWFOUNDLAND AND LABRADOR**

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**ARTICLE 1 – PURPOSE/INTENTION**

- 1.01 It is the intention of all the Parties that this Major Project Collective Agreement ("Agreement") will support and facilitate a safe, healthy, respectful and productive work environment.
- 1.02 It is the desire of all the Parties that the construction phase of the Nickel Processing Plant will be the construction site of choice in Canada for unionized construction workers from Newfoundland and Labrador.
- 1.03 The purpose of this Agreement is to establish certain terms and conditions of employment of construction workers employed by Contractors on the Nickel Processing Plant. The Agreement shall apply to, among other things, rates of pay, benefits, hours of work and other working conditions so as to promote orderly and productive relations and achieve uninterrupted completion of the project, on time, within budget while maintaining an exemplary safety record.
- 1.04 This Agreement and its constituent Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement shall constitute a Collective Agreement for the purpose of the *Labour Relations Act* when executed by the Parties and shall be administered as such.
- 1.05 The terms of this Agreement shall apply to all employees performing work on the Nickel Processing Plant within the scope of this Agreement as described in Article 3.
- 1.06 The terms of this Agreement, including all Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement, shall take precedence over any existing or future union contracts or agreements entered into by any Union. In the event that a conflict exists between Article 1 to Article 36 of this Agreement and the Trade Appendices to this Agreement, the applicable Article in the Agreement shall prevail.

**ARTICLE 2 – PARTIES**

- 2.01 The Parties to this Agreement shall be as follows:
  - a) Long Harbour Employers Association Inc.
  - b) Resource Development Trades Council of Newfoundland and Labrador on behalf of the following signatory departments and unions:
    - i. The Canadian Office of the Building and Construction Trades Department, AFL-CIO

- ii. International Association of Heat and Frost Insulators and Asbestos Workers and Local Union 137
- iii. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and Local Union 203
- iv. International Union of Bricklayers and Allied Craftworkers and Local Union 1
- v. United Brotherhood of Carpenters and Joiners of America and Carpenters Local Union 579
- vi. United Brotherhood of Carpenters and Joiners of America and Millwrights Local Union 1009
- vii. International Brotherhood of Electrical Workers and Local Union 2330 and Local Union 1620
- viii. International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
- ix. Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
- x. International Union of Operating Engineers and Local Union 904
- xi. International Union of Painters and Allied Trades and Local Union 1984
- xii. The International Brotherhood of Teamsters and Local Union 855
- xiii. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada, and Local Union 740
- xiv. Sheet Metal Workers' International Association and Local Union 512
- xv. Hotel Employees and Restaurant Employees International Union and Local Union 779

xvi. International Union of Elevator Constructors and Local Union 125 A

2.02 Any other unions who become members of the Council shall be bound by the terms of and be a signatory to this Agreement.

### **ARTICLE 3 – SCOPE AND RECOGNITION**

3.01 The Association hereby recognizes the Council as the sole and exclusive bargaining agent for the Union employees of the Contractors as described in the classifications set out in the Trade Appendices attached hereto as Schedule "D" engaged in all construction work at the project. The Council shall represent its member Unions and all employees within the scope of this Agreement in all matters relative to this Agreement.

3.02 The Council hereby recognizes the Association as the sole and exclusive bargaining agent for all Contractors engaged in the construction of the Nickel Processing Plant at the Site. All Contractors engaged in construction of the Nickel Processing Plant at the Site and having employees working within the scope of this Agreement shall be required, as a condition of contract award, to become members of the Association and to observe the terms and conditions of this Agreement. Such a commitment in no way creates bargaining rights or obligations for Contractor employees not on the Site, nor shall such commitment be the basis of support for creation of rights or obligations off the Site.

3.03 This Agreement does not apply to construction trades supervisors above the rank of general foreman, office staff employed in a confidential capacity in matters relating to labour relations, engineering, technical and drafting personnel, quality control and visual inspectors excepting that normally performed by the Quality Control Council of Canada.

3.04 This Agreement does not apply to any employee of the Owner's Engineering Procurement Construction Management ("EPCM") agent engaged at the Site except as provided in the International Union of Operating Engineers Local 904 Trade Appendix Article 8. This Agreement does not apply to any employees of the Owner.

3.05 The Association, the Contractor(s), the Council and employee(s) shall not seek to agree, or agree on any matter within the scope of this Agreement in a manner inconsistent with the terms of this Agreement. No individual agreements, whether in writing or oral are permitted. The Association and the Council may, by written mutual agreement, amend the terms of this Agreement.



- 3.06 The Association shall designate a representative with full authority to administer the terms of this Agreement. The Council agrees to recognize said representative and his authority. The Association representative shall be an ex officio member of all joint committees. Should the Association change its designated site representative, it shall inform the Council of such change in writing.
- 3.07 The Council shall appoint a site representative whose duties shall include representing the Council in all matters and administering the terms and conditions of this Agreement. This representative shall be empowered by the Council to deal directly with the Contractors/Association representative on all matters relative to this Agreement and co-operate in the implementation and administration of employee-related programs. The Association and its Contractors agree to recognize the Council's site representative and his authority to carry out those duties. The Council site representative shall be an ex officio member of all joint committees. Should the Council change its designated site representative, it shall inform the Association of such change in writing. The Council's site representative shall be provided an appropriate office at the Site.
- 3.08 The Unions who are members of the Council jointly and severally agree with the Association and with each other to maintain the Council, composed of their accredited representatives, and they hereby delegate to the Council their rights as bargaining agents for members of their respective Unions who come within the scope of this Agreement, and they agree during the term thereof, not to seek to bargain individually with the Association or any Contractor and to be governed exclusively by the terms of this Agreement and by all lawful settlements of disputes, grievances and differences made pursuant to the terms of this Agreement.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01 The following definitions apply to this Agreement:
- a) "Association" means the Long Harbour Employers Association Inc. representing Contractors and subcontractors performing construction work at the Site.
  - b) "Commissioning" includes work required to calibrate and test equipment, processes, systems and/or facilities prior to turning a piece of equipment or a portion of the plant over to the operations team responsible for start up and operating the plant.
  - c) "Contractor" means any contractor or subcontractor engaged by the Owner to carry out construction work at the Site, but does not

include the Owner's agent carrying out engineering, purchasing and construction management work.

- d) "Council" means the Resource Development Trades Council of Newfoundland and Labrador comprised of trade unions as listed in Article 2.01 b) of this Agreement.
- e) "Nickel Processing Plant" means the construction work performed for Contractors by employees represented by the Council at the Site for the purpose of constructing a nickel processing plant together with infrastructure and services located at the Site by the Owner.
- f) "Owner" means Vale Inco Newfoundland & Labrador Limited.
- g) "Party" or "Parties" means the party or parties to this Agreement namely the Association and the Council.
- h) "Permanent Resident" means a person who, as of May 1, 2009 or earlier, has his/her regular domicile in the province of Newfoundland and Labrador and currently lives in the province. Factors and/or documents to be examined when determining who is a Permanent Resident may include property tax or rent receipts; telephone or utility receipts; driver's license; vehicle license; income tax returns; voter's list registration; and employee benefit fund administration.
- i) "Site" means the area outlined in red and described in Schedule "A" annexed hereto.
- j) "Union" or "Unions" shall mean member unions of the Resource Development Trades Council of Newfoundland and Labrador and their respective members as specified herein.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Contractor retains full and exclusive authority for the management of its operations. The rights of management shall be exercised in accordance with this Agreement.

**ARTICLE 6 – UNION SECURITY**

- 6.01 The Contractor shall not discriminate against any employee by reason of membership in the Union.
- 6.02 The Contractor agrees to deduct monthly union dues from all employees covered by this Agreement as a condition of employment in an amount equal to full membership dues. Union dues as defined herein shall include field dues if applicable. When remitting union dues, the Contractor shall provide the names and classification of the employees from whose pay such deductions have been made.
- 6.03 The Contractor further agrees to deduct from all employees such union dues, all back dues, and/or all initiation fees as evidenced by a signed authorization from employees and to forward such monies to the appropriate Unions, as provided for in Article 6.04.
- 6.04 The Contractor shall deduct, as notified by the Union, such union dues or back dues from the employee's first pay cheque of each month, and/or if applicable, from the employee's final cheque upon termination, and forward such monies on or before the fifteenth (15<sup>th</sup>) day of the following month to the appropriate Union. Initiation fees for new members will be deducted from an employee's pay in equal amounts over a period of three pay periods or as directed by the Union.
- 6.05 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization or who resigns membership in the Union, shall be deemed to have voluntarily separated and his employment at the Site shall be terminated by the Contractor.

**ARTICLE 7 – HIRING**

- 7.01 All Contractors may name hire all foremen and general foremen which shall be from the Union's out of work list.
- 7.02 a) Subject to Article 7.01 and Article 7.02 b), the hiring of the first sixteen (16) employees per Contractor by trade will be on a 50/50 basis with hiring thereafter from the Union's out of work list. When hiring on a 50/50 basis, the Union shall select the first employee from the Union's out of work list and the Contractor shall select the second employee from the Union's out of work list and so on thereafter until the first sixteen (16) employees are hired.
- b) The hiring procedures for:
- i. welding inspectors, which are represented by the United Association of Journeymen and Apprentices of the Plumbing

and Pipefitting Industry of the U.S. and Canada, and Local Union 740;

- ii. owner/operators, medical attendants, and nurses, which are represented by the International Brotherhood of Teamsters and Local Union 855; and
- iii. the EPCM employees included in the bargaining unit under Article 3.04, which are represented by the International Union of Operating Engineers and Local Union 904

are set out in the Trade Appendices for each of those trades, and the hiring procedure for those employees shall be governed by those Trade Appendices, save and except where the Trade Appendices direct that Article 7 apply.

- 7.03 Subject to Article 7.04, all hiring will be done through the Union office and no one will be employed unless they are in possession of a clearance card from the Union office, which must be presented and approved by the Council site representative and/or shop steward prior to commencement of work.
- 7.04 If the Union is unable to supply the workers required within three (3) consecutive days from the date requested, exclusive of Saturdays, Sundays and holidays, the Contractor may hire from other sources and each worker hired from other sources must comply with all rules and regulations with the applicable Union.
- 7.05 The Council recognizes the Contractor's right to determine the competence, qualifications and medical fitness to perform the required work. All new employees shall be required to undergo a pre-employment medical examination by a physician named by the Association, which examination shall be paid for by the Association or Contractor.
- 7.06 The average foremen to journeymen ratio per trade will not exceed ten (10) journeymen to one (1) foreman unless modified by mutual agreement. The ratio of foremen to general foremen shall be three (3) foremen to one (1) general foreman unless otherwise mutually agreed.
- 7.07 Once employed upon the Site, an employee shall be permitted mobility from job to job within the Site as long as they continue on the payroll of the same Contractor without interruption of earnings at or about the time of change.
- 7.08 Once an employee working on Site resigns his or her employment with a Contractor, such employee will not be permitted to work on Site for thirty (30) days from the date such employee ceased to be employed unless such thirty (30) day period is waived by the Owner and the Council.

- 7.09 The Council and its members agree that Union membership shall be made available to qualified Permanent Residents. The Council and Association will work together and co-operate to provide reasonable employment opportunities to qualified Permanent Residents.

#### **ARTICLE 8 – ACCESS TO SITE**

- 8.01 International representatives, Union managers or agents, designated in writing by the Council, shall have access to the Site, but in no case shall such visits interfere with the progress of the work. Prior arrangements for access to the Site will be made with the Council site representative through the Association representative. The Association shall be given twelve (12) hours notice of a Site visit.
- 8.02 Except as otherwise provided herein, vehicles transporting or delivering materials, modules, goods and supplies to and from the Site, which are not operated by members of the Unions, shall be permitted to make one drop or pick-up on the Site at or near the point of their installation (use) or otherwise as directed. Any module transported to the Site requiring specialized delivery equipment may be delivered from its point of disembarkation to its point of installation (use) by personnel who may not be members of the Unions. A batch plant and crusher operation will be established on Site as soon as practical. If concrete and aggregate are required prior to this, deliveries will be made to the points of installation by personnel who may not be members of the Union. After the establishment of a batch plant or crusher operation on Site, concrete and aggregate deliveries by non-union employees may be made to points of installation on an as needed basis only when the capacity of the batch plant or crusher operation on Site cannot sufficiently supply the required aggregate or concrete in a timely fashion or in the case of break down of the plants. Except as provided in this Agreement, employees of suppliers and vendors who deliver materials, modules and/or supplies to the Site shall not do bargaining unit work.

#### **ARTICLE 9 – SECURITY AND SITE REGULATIONS**

- 9.01 It is understood that the Association has the right and obligation to institute appropriate measures including the establishment of rules and regulations to safeguard the Site and to govern the behaviour and conduct of all persons thereon.
- 9.02 The Council hereby agrees that their members employed on the project shall observe security procedures instituted by the Association including but not limited to identification and time recording of any persons entering

or leaving the Site and the search of any vehicles and packages entering or leaving the Site.

- 9.03 Any person refusing to comply with security procedures including the establishment of personal identity when requested by a Security Officer or who fails to observe site regulations shall be subject to expulsion from or denial of access to the Site.

## **ARTICLE 10 – SAFETY AND HEALTH**

- 10.01 All work shall be performed and equipment operated according to accepted safety conditions, which must conform to the applicable Provincial or Federal Regulations, Acts and Laws, and to site regulations. A Nickel Processing Plant Occupational Health and Safety Manual shall be established, which shall conform to the applicable Occupational Health and Safety Act and Regulations and other applicable legislative requirements, as well as any Federal Regulations, Acts and Laws. The Occupational Health and Safety Manual will be accessible to employees and committees who request same.
- 10.02 The Occupational Health and Safety Manual shall be followed in all matters related to occupational health and safety. The Parties recognize that it is the responsibility of the Association to make necessary provisions for the health and safety of its employees at the Site. The Parties will cooperate in the reduction of risk and exposure with the objective of eliminating accidents and health hazards and in advocating observance of all safety rules, procedures and policies.
- 10.03 Where the nature of the work or working conditions so require, employees shall be supplied, at the Contractor's expense, all necessary safety equipment and/or devices to enable the employee to safely perform his/her duties.
- 10.04 A Joint Health and Safety Committee shall be established at the Site in accordance with the Occupational Health and Safety Act and Regulations. The meetings shall occur a minimum of monthly or more frequently if required and shall be held during normal working hours.
- 10.05 Both the Association and the Council recognize the mutual value of improving, by all proper and reasonable means, the safety of the employees and will co-operate to promote safety.
- 10.06 The Parties agree that employees will, without any loss of earnings, participate in any and all aspects of activities prescribed in the manual referred to above and shall be encouraged to serve on the Site Joint Health and Safety Committee, or as a workers' representative. Employee

representatives on committees shall receive, without loss of earnings, all training necessary to carry out their duties.

10.07 Medical aid shall be provided at no cost to employees for occupational injuries and diseases, in accordance with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.

10.08 The Contractor agrees to provide to each employee, upon commencement of his/her employment, the following specific articles for use by the employee during the course of his/her employment at the Site:

- a) one (1) safety hat, colour coded for identification together with a winter liner;
- b) one (1) pair of non-prescription safety glasses;
- c) one (1) safety vest (orange);
- d) appropriate work gloves; and
- e) rain gear (jacket and pants) and protective clothing (including rubber boots) when the nature of the job requires such clothing.

It shall be the responsibility of the employee to care for the articles listed in a) through e) hereof. Should the articles be rendered unsafe for use due to normal wear and tear during employment, the Contractor shall replace the articles by exchange upon return by the employee. The employee shall be responsible to return these articles to the Contractor upon termination of his/her employment. Failure to return these articles shall result in their cost being charged to the employee(s), which the Contractor may deduct from their employee's wages.

The employee shall be responsible to provide his/her prescription eyeglasses and personal safety footwear required for normal working conditions.

10.09 All employees shall be subject to safety and security regulations. Any search of the employees personal belongings shall only be conducted in response to a legitimate incident on the Site and, where possible, in the presence of the affected person. Personal baggage is subject to search on each arrival and departure.

10.10 a) In the interests of the safety of all employees, the Parties hereby agree to and fully support a policy of zero tolerance for theft, drugs and alcohol. Employees found to be in possession of stolen property, in possession of or under the influence of alcohol or illegal

drugs, or committing any other illegal act will be immediately dismissed and removed from Site. The Association/Contactor will make and publish rules and regulations dealing with theft, drugs and alcohol. Such rules will not be inconsistent with the Agreement.

- b) An employee, who is denied access to the Site because of alcohol or drug abuse, who successfully completes an addiction program may regain access to the Site with the approval of the liaison committee.

10.11 Employees will each receive a copy of the Site employee safety handbook, which will be revised as circumstances warrant.

10.12 All personal protective equipment, whether employee or Contractor supplied, shall be Canadian Standards Association approved.

#### **ARTICLE 11 – HUMAN RIGHTS**

11.01 There shall be no discrimination in any matter whatsoever by the Parties to this Agreement or by a Union, Contractor, employee or person bound by this Agreement contrary to the Newfoundland and Labrador *Human Rights Code*.

11.02 Both the Association and the Council consider harassment to be reprehensible and are committed to maintaining a work environment in which harassment does not exist.

11.03 The Association and Council agree to co-operate in the investigation of any harassment incident, which involves an employee under the terms of the Agreement.

11.04 All employees are directed to the existing Owner, Association and Council policies related to harassment. The policy shall be posted on notice boards at various locations at the Site.

11.05 The Association and Council will promote and support initiatives and plans for employment diversity. The Parties to this Agreement recognize and support the principle of diversity in the workplace. A workplace that supports diversity is one that recognizes and respects individual differences and creates equal opportunity for everyone. As such, all Parties to this Agreement will support initiatives that are designed and implemented to further the principles of a diverse workplace.

11.06 There shall be a fund known as the Diversity Fund funded from the gross hourly package by a sum of twenty cents (\$0.20) per employee by all



members of the bargaining unit covered by this Agreement for each person hour earned, which shall be included in each Trade Appendix. The Diversity Fund shall support initiatives as per Article 11.05 to further the principles of a diverse workforce on the Site.

The fund will be jointly administered and managed by a committee with equal representation from the Association and Council. This committee will develop terms of reference for the utilization and administration of this fund. All payments from the fund must be approved by the committee. At the end of the project any amounts remaining in the fund shall be used by the Council to support initiatives designed and implemented to further the principles of diversity among construction workers in Newfoundland and Labrador.

## **ARTICLE 12 – STRIKE AND LOCKOUT**

12.01 During the life of this Agreement there shall be no lockout by the Association and there shall be no strike on the part of the Council and any employee employed at the Nickel Processing Plant. Strikes and lockouts shall have that meaning defined in the Newfoundland and Labrador *Labour Relations Act*.

12.02 No Union or employee shall refuse to handle or install any material, equipment or components or to honour hot cargo edicts, or otherwise during the life of this Agreement.

12.03 In the event of a strike or lockout:

- a) the Council, the Unions, stewards, executive members, business managers and business agents will use their best efforts to end the strike including immediately directing employees to end their strike;
- b) the Association and the Contractor may take such actions as they deem appropriate, including such actions as may be available at law; and
- c) the Council may take such actions as they deem appropriate, including such actions as may be available at law.

## **ARTICLE 13 – LUNCH ROOM AND SANITARY FACILITIES**

13.01 The Contractor shall provide and maintain heated, sanitary facilities which shall include modern flush toilets, urinals and wash basins. Where this is not possible or practical, chemical toilets and pump tank facilities will be provided.

13.02 Fresh, safe drinking water and sanitary cups shall be furnished to the employees.

13.03 When lunch rooms are used, they shall be kept heated and clean, with adequate size and seating capacity to accommodate the number of people using the facility.

#### **ARTICLE 14 – JOINT COUNCIL/ASSOCIATION COMMITTEES**

14.01 Both the Association and Council agree to form a liaison committee to work collectively to achieve the following:

- a) promote and maintain a safe and healthy work environment;
- b) promote and maintain open and respectful communication in regard to all matters pertaining to the project or the Agreement;
- c) maximize productivity to ensure completion on or ahead of schedule;
- d) foster and maintain proactive and positive industrial relations;
- e) speedy resolution of disputes or issues arising under the Agreement; and
- f) address matters of mutual interest pertaining to the project or Agreement.

14.02 The liaison committee shall maintain a minimum of five (5) representatives of the Association and a minimum of five (5) representatives of the Council. At any meeting of the liaison committee, each of the Association and the Council shall be entitled to cumulative representation equal to the number of representatives present from the other Party. The committee may have an independent member to act as a facilitator/mediator who will be chosen by mutual agreement of the Parties. The liaison committee shall include the following:

Council:

- President of the Council
- Executive Director of the Council
- Director of Canadian Affairs of the Building Construction Trades Department

- Secretary of Council
- Site representative

Association:

- Construction Manager or his/her designate
- Representative of the EPCM
- Site representative
- Project Director or his/her designate
- Representatives of the bargaining committee
- Representatives of the Association

14.03 A meeting of the full liaison committee shall occur once every three (3) months or more often, if necessary. A meeting of a sub-committee of the liaison committee shall occur monthly or more often if necessary and shall include the following members: Executive Director of the Council, Construction Manager or his/her designate, site representatives, representative of the EPCM, affected Contractors and affected Unions.

14.04 The full liaison committee shall have discussions to determine if an Employee Assistance Program is appropriate for the Site and what the content of an Employee Assistance Program should be if one is appropriate.

**ARTICLE 15 – WORK ASSIGNMENT AND TRADE JURISDICTION**

15.01 Each Union maintains claims to jurisdiction pursuant to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (commonly called the "Green Book" and referred to hereinafter as the "Plan"). In making work assignments, the Association and/or the Contractor shall assign work according to the Plan unless modified by this Agreement.

15.02 Having regard for special requirements for construction of a project of this type, together with safety, efficiency, cost or continuity and good management, the Parties have agreed to an intended assignment plan by a jurisdictional umpire they have selected. The jurisdictional umpire shall be bound by the criteria set out in the Plan unless modified by this Agreement.

15.03 The Association and/or the Contractor shall give notice to the Council of all contracts awarded which come within the scope of this Agreement. Wherever possible, a markup conference will be conducted prior to the commencement of work.

15.04 In order to minimize and resolve work jurisdiction disputes, all work to be performed at the project, shall be marked up. The markup will be in accordance with the following timetable:

**Day 1** – The Association or the Contractor will give written notice of a markup meeting and issue initial assignments to the Council and all Unions. A copy of drawings and specifications will be placed in the Council's St. John's office. If a composite crew is included in the initial assignments, the composite crew committee shall meet as per Article 17.04 prior to Day 4. When a composite crew is requested, the Association will endeavor to provide notice of such request prior to Day 1.

**Day 4** – The Association and/or the applicable Contractor will convene a markup meeting to outline the scope of work and record claims of Unions on initial assignments. All claims for work shall be finalized at the markup meeting or by prior written notice from the Union except in the case of composite crews.

**Day 6** – The Association and/or the applicable Contractor will distribute a record of all claims made at the markup meeting.

**Day 8** – Last day for claiming or defending Unions to file evidence in support of their claim or assignment.

**Day 11** – The Association or Contractor will notify all Unions of final assignment(s).

**Day 13** – Last day for claiming Union to request jurisdictional umpire or relinquish the right to call for an umpire for that particular assignment only.

**Day 17** – Last day for the jurisdictional umpire to hold a hearing.

**Day 20** – Last day for the jurisdictional umpire to render a decision.

The foregoing timetable may be relaxed by mutual consent from the RDC and the Association.

15.05 Days are calendar days excluding Saturdays, Sundays and recognized holidays as listed in Article 22.02. Each day shall end at 5:00 p.m. local (location of the markup meeting) time.

15.06 The Association and the Council will retain the services of a jurisdictional umpire acceptable to both Parties. The Contractor/Association, whichever

is the case, and the Unions involved in the dispute shall pay a share of the fees and expenses of the jurisdictional umpire in accordance with the Green Book.

- 15.07 The procedural rules of the jurisdictional umpire, jurisdiction and operational restrictions shall be set forth in Schedule "B" annexed to this Agreement. The jurisdictional umpire cannot award costs or damages.
- 15.08 If the Association and/or the Contractor and the Unions involved cannot agree to accept the jurisdictional umpire's decision, any one of them can refer the dispute to the Plan and the Parties to this Agreement hereby stipulate to be bound by the Plan.
- 15.09 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow down and the Contractor's final assignment shall be respected. The work will continue unless otherwise directed by the jurisdictional umpire under the intended assignment plan and that intended assignment shall continue in force and effect unless varied by an arbitrator under the Plan, or there is an agreement between the Unions involved to do so.
- 15.10 All markup meetings and jurisdictional umpire hearings will take place in St. John's unless otherwise mutually agreed for another location.
- 15.11 The Contractor(s) shall be responsible for performing the work involved in accordance with the markup, decisions of the umpire, decisions of the Plan or this Agreement.
- 15.12 This procedure is available to and binding upon all Unions, the Contractor(s) and the Association. The Association will ensure that its Contractor(s) shall comply with the provisions of this Article and the procedures therein. Such Contractor(s) shall abide by the outcomes of the process.

## **ARTICLE 16 – COMPOSITE CREWS**

- 16.01 The Council and Association are committed to:
- a) maintaining a healthy, respectful and trusting work environment;
  - b) fostering open and positive relations; and
  - c) working cooperatively to maximize productivity.
- 16.02 The Council and Association acknowledge that the use of composite crews as provided in this Agreement will enhance productivity and

promote a team approach to executing work. There shall be a composite crew committee consisting of the following:

- a) the Council site representative and any persons designated by the Council;
- b) the Association site representative and any persons designated by the Association;
- c) a representative of each affected Union for each specific composite crew request; and
- d) a representative of the Association or affected Contractor(s), if any, for each specific composite crew requested.

16.03 Composite crews may be utilized for commissioning work as per Article 36.04.

16.04 Composite crews for other specific scopes of work may be utilized subject to the following:

- a) The composite crew committee, prior to the markup, if practical, or prior to the start up of the work for which the composite crew is requested shall be provided by the Association with the following:
  - i. scope of work for which the composite crew is requested;
  - ii. trades to be utilized for the composite crew;
  - iii. the number of hours estimated to complete the scope of work for each trade on the basis of normal jurisdictional trade assignments; and
  - iv. the estimated number of members per trade to create the composite crew requested. Each trade, subject to availability, shall provide members to work on the composite crew on a pro-rata basis as per the estimated hours of work per trade.
- b) The creation of composite crew(s) for a specific scope of work shall be subject to the consent of each Union providing members to the composite crew no later than Day 11 in the markup process or such later date as agreed to by the affected parties. Where mutually agreed by the Association or Contractor(s) and the affected Unions to be necessary, assignment of work may be to composite crews.

The request for composite crews by the Association or Contractor(s) will not be unreasonably denied.

16.05 Upon achieving agreement for the utilization of a composite crew for a specific scope of work, the following procedure or guidelines shall be followed:

- a) Each Union, subject to availability, shall provide members to work on the composite crew on a pro-rated basis as per the estimated hours of work per trade. The Union that provides the greatest number of employees to the composite crew shall provide the first required foreman/general foreman subject to availability. If more supervision is required, such supervision shall be provided on a pro-rated basis if practical.
- b) Unions dispatching members to composite crews shall, where possible, advise members they will be working on a composite crew.
- c) Each member of the composite crew, where practical, shall predominately be assigned work in such member's primary trade; however, to complete the scope of work as efficiently as possible, from time to time, such member will be given other assignments based on the member's skill and ability.
- d) Composite crew work assignments shall be on a without prejudice basis.
- e) In the event of a material change in any of the circumstances that led to the creation of the composite crew under Article 16.04, either party may request the composite crew committee to review its decision and make necessary adjustments.

## **ARTICLE 17 – GRIEVANCES AND ARBITRATION**

17.01 A disciplinary measure for other than just and reasonable cause or a dispute arising out of the interpretation, application or alleged violation of this Agreement, including a dispute as to whether a matter is arbitrable and including the quantum of discipline, but excluding disputes involving trade jurisdiction, shall be adjusted in accordance with the following procedures:

**STEP 1:** An employee, assisted by his steward if he so desires, shall present a grievance to his immediate superintendent within four (4) days after the circumstances giving rise to the grievance have occurred or originated or within four (4) days of the employee becoming aware of such

circumstances. The superintendent shall render his decision within two (2) days of his receiving the grievance. Decisions rendered at this Step are solely for the purpose of resolving the grievance and shall not be considered precedential or binding in any other grievance dispute.

**STEP 2:** Should the decision rendered in Step 1 be unsatisfactory to the employee, or should no decision be rendered, the employee assisted by his steward, shall submit the grievance within a further two (2) days to the Association and the Contractor's designated representative on the Site.

Such complaint shall be made in writing, stating the alleged violation, referencing the Article or Articles of this Agreement alleged to have been violated, and the remedy sought. The Association representative, the Council representative, the Contractor's representative and the employee, assisted by the steward, shall meet within two (2) days to discuss the matter. The Contractor shall render a decision in writing within one (1) day. If such a meeting is not held the matter shall be referred to Step 3.

**STEP 3:** Should the decision rendered at Step 2 be unsatisfactory, within two (2) days of the decision, the Contractor, the Association representative and the Council representative shall meet to discuss the matter. If no resolution can be achieved within two (2) days either of the Parties may, within seven (7) days of the meeting, refer the matter to arbitration in accordance with the procedure contained herein. If such meeting is not held, the matter shall be referred to the next step, arbitration.

- 17.02 The Association/Contractor may file a grievance in writing with the Council. The Council may file a grievance with a Contractor and/or the Association. If such grievances are not resolved within two (2) days, the grievance may be treated as a grievance commencing at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.
- 17.03 The appointment of an arbitrator will be made within two (2) days of Step 3 referral to arbitration. The arbitrator shall be selected in rotation from a list (Schedule "C") of five (5) arbitrators acceptable to the Parties attached to and forming part of this Agreement. The list shall be updated by the Parties once every year during the term of this Agreement. Should the arbitrator whose turn it is be unable to act within the time requirements delineated in 17.04 and 17.05, he shall be passed over to the next person on the list.
- 17.04 The arbitrator shall, within five (5) days of his appointment, convene a meeting to hear the relevant evidence. (The decision of the arbitrator shall be final and binding on the Parties.)



- 17.05 Arbitration hearings shall be conducted at a mutually acceptable location with the Association representative and the Council representative or their designated respective legal counsel(s) acting as presenters. Unless the Parties otherwise agree, all rulings will be given by the arbitrator within forty eight (48) hours and shall not be considered precedential or binding in any other grievance.
- 17.06 The arbitrator shall not have any power to alter, change, add to, or detract from the Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement. An arbitrator shall not dismiss any grievance on a technicality or error on the grievance form.
- 17.07 The time limits specified in this procedure are mandatory. Failure by the grieving party to advance a grievance to the next step within the time limited shall constitute abandonment. Fridays, Saturdays, Sundays and recognized holidays as listed in Article 22.02 shall be excluded from any time limits.
- 17.08 The Parties may, by mutual consent (in writing) extend the time limits of this grievance and arbitration procedure.
- 17.09 Each of the Parties shall pay an equal share of the fees and expenses of the arbitrator.

## **ARTICLE 18 – STEWARDS**

- 18.01 Stewards shall be appointed by the business manager or his/her representative. When a scheduled second and/or third shift occurs, stewards for such shift(s) may be appointed. Such appointments shall be confirmed in writing to the Contractor and the Association. Stewards working on shift will not retain their status when the shifts are cancelled.
- 18.02 The steward will notify and obtain permission from his/her immediate foreman when leaving his/her work location to deal with matters relating to this Agreement. Permission will not be arbitrarily denied.
- 18.03 The steward shall not be discriminated against and shall be the last member employed provided he/she is qualified for the classification of the work being performed.
- 18.04 There shall be no non-working stewards. However, stewards subject to Article 18.02 above, shall be granted sufficient time to conduct their legitimate duties during working hours.
- 18.05 Where overtime is worked by a crew, the steward shall be one of the overtime crew or shall be given the opportunity to designate a

replacement steward in the event he/she does not possess the necessary qualifications to do the work.

18.06 The Contractor shall notify the Council or the appropriate business manager and the Association prior to the dismissal of a steward.

**ARTICLE 19 – HOURS OF WORK, OVERTIME AND TERMS OF PAYMENT**

19.01 a) The normal hours of work shall consist of forty (40) hours per week divided into five (5) consecutive eight (8) hour work days from Monday to Friday or four (4) consecutive ten (10) hour work days from Monday to Thursday, or such hours as shall be prescribed by regulations of the Lieutenant Governor in Council, if required, upon a submission of the Parties to extend normal work hours beyond forty (40) hours per week.

b) The hours of work and overtime triggers for workers represented by Hotel Employees and Restaurant Employees International Union and Local Union 779 and The International Brotherhood of Teamsters and Local Union 855 are set out in the Trade Appendices for each of those trades, and the hours of work for the workers they represent shall be governed by those Trade Appendices, save and except where those Trade Appendices direct that the provisions of Article 19.00 apply.

19.02 Normal hours of work, including shift work, shall be paid for at straight time rate of pay.

19.03 Employees shall commence work at their work location. Employees shall have sufficient time for clean up and to store their tools before leaving their work location.

19.04 The hours set forth in this Agreement do not constitute a guarantee of hours of work per day or work per week.

19.05 Subject to the passage of regulations as described above, overtime shall be paid as follows for the five (5) consecutive eight (8) hour work day option:

a) all hours worked in excess of eight (8) hours per day at the rate of double the straight time of pay; and

b) all hours worked on the Saturday and Sunday at double the straight time rate of pay.

- 19.06 Subject to the passage of regulations as described above, overtime shall be paid for any schedule utilizing the four (4) consecutive ten (10) hour work day option as follows:
- a) for all hours worked in excess of ten (10) hours per day at the rate of double the straight time rate of pay;
  - b) for all hours worked up to ten (10) hours on every Friday of any schedule of ten (10) consecutive days or more, at one and one half times the straight time rate of pay; and
  - c) all hours worked on Saturday and Sunday of any schedule, or on the Friday of any schedule not requiring work on ten (10) or more consecutive days, at double the straight time rate of pay.
- 19.07 There shall be no pyramiding of overtime premiums, nor shall such overtime premiums be in addition to pay for working a Holiday under Article 22.
- 19.08 Unpaid lunch breaks will normally be at mid-shift but may be staggered within a two (2) hour period and shall be one half (1/2) hour. An employee who is required to work through the two (2) hour period by the Contractor, shall be paid at the applicable overtime rate for one half (1/2) hour and shall be as soon as possible afterwards be given sufficient time, for which he/she will be paid, to consume his/her meal.
- 19.09 One paid rest break of ten (10) minutes will be allowed during each half shift in an eight (8) hour shift; and of fifteen (15) minutes in a ten (10) hour shift.
- 19.10 When an employee is required to work in excess of ten (10) hours, he/she shall be provided with a meal including a hot beverage and soup at the end of the ten (10) hour shift and after each four (4) hours thereafter. The employee shall be allowed thirty (30) minutes (paid) to consume his/her meal.

## **ARTICLE 20 – SHIFTS**

- 20.01 The scheduling of the number of days of work in a week, the number of shifts in a day and the number of hours in a shift shall be at the sole discretion of the Contractor.
- 20.02 The Contractor shall advise the Council in respect to the matters referred to in Article 20.01.

- 20.03 A shift premium of \$3.00 per hour shall be paid for all hours worked on other than the day shift.
- 20.04 Day shift shall be defined as any shift commencing between the hours of 6:00 a.m. and 9:00 a.m.
- 20.05 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. However, if an employee continues to work he shall receive the overtime rate for each additional shift until a break of eight (8) consecutive hours occurs.
- 20.06 An employee whose shift schedule is changed shall receive twenty-four (24) hours notice of shift change. No employee shall suffer loss of regular weekly earnings due to his/her shift schedule change.

#### **ARTICLE 21 – CALL OUT AND REPORTING TIME**

- 21.01 If the employee reports to work as requested at the regular starting time and (i) is not put to work, or (ii) commences work but is unable to complete the scheduled shift, then he/she shall be paid to mid-shift, or If he/she works beyond the middle of his/her scheduled shift he/she is entitled to receive pay for the actual hours worked.
- 21.02 In order to qualify for reporting time the employee must remain on the job until otherwise directed by the Contractor.
- 21.03 When an employee reports to work and starts to work and is requested to standby, either at the workplace or another area designated by the Contractor, he/she will be paid to mid-shift or the actual hours he/she stands by at the request of the Contractor, whichever is the greater.
- 21.04 Employees who are given two (2) hours notice not to report to work shall not be entitled to reporting time.
- 21.05 When the conditions set forth in this Article occur on other than day shift, the shift premium as set out in Article 20.03 shall be paid.
- 21.06 Employees who have completed the day's scheduled hours of work and who are called out and return to work additional hours shall receive a minimum of four (4) hours pay at the overtime rate. The foregoing shall not apply to camp maintenance personnel, medical technicians or nurses. Camp maintenance personnel, medical technicians or nurses who have completed the day's scheduled hours of work and who are called out and return to work additional hours shall receive a minimum of one (1) hour pay at the overtime rate.

**ARTICLE 22 – VACATION AND RECOGNIZED HOLIDAYS**

22.01 Vacation pay and recognized holiday pay shall be paid weekly in accordance with the Trade Appendices, attached as Schedule "D".

22.02 The following recognized holidays will be observed:

New Year's Day  
St. Patrick's Day  
Good Friday  
St. George's Day  
Canada Day  
Civic Holiday  
Labour Day  
Remembrance Day  
Christmas Eve  
Christmas Day  
Boxing Day  
Victoria Day

22.03 All work performed on a recognized holiday shall be paid at the rate of double the regular rate.

22.04 The date of observation of recognized holidays shall be as gazetted by the Provincial Government or as mutually agreed between the Association and the Council.

22.05 An employee who is entitled to take vacation shall notify his/her Contractor in writing and such request shall not be arbitrarily denied. The date of same shall be mutually agreed between employee and the Contractor before the vacation is taken.

**ARTICLE 23 – CAMP ACCOMMODATIONS**

23.01 Camp facilities, when required, will be constructed, maintained and operated in full compliance with all applicable laws, camp rules and regulations.

23.02 The Owner or his/her designate shall have the sole right to manage the camp including the assignment of accommodation.

23.03 a) A camp committee will be established for the purpose of administering camp rules and regulations.

- b) The camp committee shall include equal representation from Contractors and the Council and shall include representation from the Owner and the camp operator.
  - c) The camp committee shall communicate its recommendations with regard to accommodations and food to the Owner or his/her designate and the camp operator.
- 23.04 Employees living in camp who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absence, when they are physically able to do so, will be charged at the full room and board rate for each day not worked.
- Employees living in camp who have not signed out and who fail to report for their regular work day or shift prior to or following a weekend or recognized holiday due to causes other than legitimate illness and/or legitimate absence will be charged the room and board rate for the Saturday and Sunday and/or recognized holiday, as the case may be.
- 23.05 Employees living in camp who fail to make use of camp accommodations on a repeated basis will be charged at the full room and board rate for each day not used, and shall forfeit their right to such accommodation.
- 23.06 For all employees, including those living in camp, an employee shall have commenced a shift only when at their assigned work location.

#### **ARTICLE 24 – TRAVEL AND BOARD**

- 24.01 a) There shall be a free zone of thirty-four (34) road kilometers from the Site parking lot to the town hall in the community of the employee's permanent residence. Employees living within that zone shall travel to work at their own expense.
- Communities without a town hall shall have a public building selected by the liaison committee as the demarcation.
- b) Employees permanently residing at a distance greater than thirty-four (34) road kilometers but less than one-hundred (100) road kilometers from the Site parking lot to the town hall, or such other public building as may be agreed under Article 24.01 a), in the community of the employee's permanent residence shall be paid at a rate of \$0.68 per road kilometer between the above noted two points by the most direct route to be paid for each day worked with the normal pay day.

- 24.02 a) Free camp accommodations shall, to the extent of the camp capacity, be made available to employees maintaining their permanent residences at a location outside the travel zone specified in 24.01 b).
- b) If an employee, permanently residing within the travel zone, applies for camp accommodation the request shall be presented to the camp committee for consideration.
- c) For the purpose of this Article the definition of "permanent residence" is as follows:

"An employee's permanent residence is the place where he/she maintains a self-contained domestic establishment where he/she ordinarily resides such as a dwelling, house or similar place of residence where a person generally eats and sleeps."

- 24.03 a) Any employee permanently residing outside the travel zone of 24.01 b) shall, upon hiring, and if space available, exercise his option to reside in the camp and shall have the right to exercise this option after each twelve (12) month period.

This regulation shall be subject to review by the camp committee to accommodate special cases or extenuating circumstances.

- b) Upon hiring an employee he/she shall be paid a transportation allowance equal to the actual road kilometers traveled from his/her permanent residence times the applicable road kilometer rate of travel allowance and pay at his regular rate on the basis of one hour for each seventy (70) road kilometers traveled to a combined maximum of four-hundred dollars (\$400).
- c) Subject to sub-paragraph d) hereof, if an employee, permanently residing outside the travel zone of Article 24.01 b) chooses not to, or is unable by reason of lack of space, to reside in the camp, he/she shall be compensated with a board allowance of \$68.00 per day payable for seven (7) days per week in which the employee is scheduled to work.
- d) In the event that an employee is scheduled to work in a week but he/she fails to work any day or days scheduled, except where bereavement leave applies, where weather conditions have led to the closure of a principal, relevant portion of roadway by the appropriate authorities, or where the employee has the prior written consent of his/her superintendent (or his/her designate), his/her board allowance for that week shall be paid in the proportion that

the days worked in that week are to the days scheduled in the same week. However, should the employee, at the time of failing to work as scheduled, be working on a scheduled rotation that exceeds one week, the amount paid shall be in proportion to the days worked to the days scheduled over the full schedule cycle of the rotation. (For example, when an employee is scheduled to work five (5) consecutive days and the employee is absent from work for a reason other than specified above, that employee shall lose twenty percent (20%) of his/her board entitlement for that one (1) week period. In the event that an employee is scheduled to work ten (10) consecutive days and the employee is absent from work for a reason other than specified above, that employee shall lose ten percent (10%) of his/her board entitlement for that two (2) week period.)

- e) When laying off an employee, the employee shall be paid a transportation allowance equal to the actual road kilometers traveled to his/her permanent residence times the applicable road kilometer rate of travel allowance and pay at his/her regular rate on the basis of one (1) hour for each seventy (70) road kilometers traveled to a combined maximum of four-hundred dollars (\$400).
- 24.04 a) The travel allowance in accordance with Article 24.01 b) shall change as follows:
- i. to \$0.70 per road kilometer on May 1, 2011
  - ii. to \$0.72 per road kilometer on May 1, 2013
- b) Board allowance in accordance with Article 24.03 c) shall change as follows:
- i. to \$70.00 per day on May 1, 2011
  - ii. to \$72.00 per day on May 1, 2013

#### **ARTICLE 25 – WAGES AND BENEFITS LANGUAGE**

25.01 Wages and benefits effective May 1, 2009, or the commencement of construction, whichever occurs first, shall be in accordance with the applicable Trade Appendices attached as Schedule "D".



- 25.02 Payday shall be Thursday and the method of payment may be by electronic deposit. A weekly statement of earnings and deductions shall be issued to each employee.
- 25.03 The Contractor shall remit contributions in an amount and manner as required by the applicable Trade Appendix, attached as Schedule "D". The remittance of such funds shall in no way require the Contractor to become or remain a member of any Council group or association as a condition for making such contributions. Changes to benefit contributions may be made at the request of a Union, subject to the gross hourly package remaining unchanged.
- 25.04 The work week for payroll purposes shall end on Saturday midnight. Employees shall be paid on the Thursday of the following week.
- 25.05 The Contractor shall remit the amounts for all funds as specified in the Trade Appendices for each hour earned.
- 25.06 The payment of wages will be accompanied by a statement showing:
- a) wage rate;
  - b) amount of hours paid for at straight time;
  - c) amount of hours paid for at overtime;
  - d) amount of premiums and allowances;
  - e) vacation pay;
  - f) holiday pay;
  - g) the amount and purpose of each deduction;
  - h) the name of the Contractor issuing the payment;
  - i) the employee's name and payroll number;
  - j) the pay period; and
  - k) gross and net earnings.
- 25.07 The Diversity Fund, the Canadian Building Trades Fund, the Newfoundland and Labrador Health Care Fund and the Resource Development Council Industry Fund shall be paid by the Contractor directly to the business office of the Council no later than the 15th of the month following in which the hours were earned. Where applicable, the

Council shall either disburse the money, or, where this Agreement requires, bank the money into a fully-insured interest bearing account pending the direction of the joint committees referred to in the applicable Article.

#### **ARTICLE 26 – LEAVE OF ABSENCE**

- 26.01 Employees shall be granted three (3) regularly scheduled work days leave with pay (the employee's regular rate times the number of hours the employee is scheduled to work on those days plus any applicable premium) commencing on the day after the date of death of the spouse, or common-law spouse, child, parent, legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law or other relative or dependent living in the permanent residence (as defined in Article 24) of the employee.
- 26.02 Bereavement leave shall not be granted for time that would not normally have been worked and under no circumstances shall pay be granted for overtime missed as a result of an employee's absence.
- 26.03 The Contractor may grant a leave of absence without pay to an employee for personal reasons. Request for such leave shall be made in writing at least one (1) week in advance; such leave shall not be arbitrarily denied.
- 26.04 Employees shall be entitled to maternity, parental and adoption leave in accordance with the provisions of the Newfoundland and Labrador *Labour Standards Act* in effect on the date this Agreement commences. In the event that the *Labour Standards Act* is amended during the term of this Agreement and such changes to the legislation provide for less favourable maternity, parental and adoption leave terms and conditions than the rights, benefits or privileges conferred by this Agreement existing at the time this Agreement commences, the Parties agree to be bound by and comply with the provisions of the *Labour Standards Act* existing at the time this Agreement commences.
- 26.05 Employees summoned to attend upon a court of inquiry in accordance with the Newfoundland and Labrador *Jury Act* shall be paid the same regular wages as they would if they had been at work.

#### **ARTICLE 27 – TERMINATION OF EMPLOYMENT**

- 27.01 When an employee has been terminated while away from the Site, any personal belongings shall be shipped to his/her last known address unless previous arrangements have been made.

- 27.02 Contractors shall provide four (4) hours of notice of layoff or four (4) hours pay in lieu of notice to employees who are laid off.
- 27.03 The Contractors shall retain their employees based upon the competence and qualifications necessary to complete the remaining work. Subject to the foregoing, the first sixteen (16) employees hired as per Article 7.02 a) on a 50/50 basis by a contractor shall be laid off so as to maintain that ratio. The last employees to be laid off will be members of the Unions, subject to the herein Article 27.03.
- 27.04 Laid off employees and employees terminated for just cause shall receive all monies owing no later than the next ensuing pay day. EI record of employment shall be mailed within three (3) working days of layoff or termination to an address provided by the employee.

## **ARTICLE 28 – TOOLS**

- 28.01 Employees are to supply appropriate hand tools in accordance with the schedules listed in the Trade Appendices attached and made part of this Agreement.
- Such tools are subject to verification by the Contractor upon hiring. If the Contractor deems other tools necessary, such tools shall be supplied by the Contractor.
- 28.02 The Contractors will provide appropriate lock-fast facilities for storage of personal tools used by employees in the process of their work when such tools are not used.
- 28.03 The Contractor shall replace an employee's personal tools when:
- a) such tools are destroyed by fire, lost through theft by forced entry of a designated storage place on the Contractor's premises, and provided that the loss or damage is reported by the employee in writing immediately to the Contractor; or
  - b) in the course of this employee's work assignment such tools are damaged beyond repairs, provided the employee satisfies his Contractor the damage was not intentional or caused by the employee's failure to exercise due care and attention.
- 28.04 Employees will be reimbursed if an additional reasonable cost is incurred in transporting tools to and/or from the Site.

**ARTICLE 29 – APPRENTICESHIP**

- 29.01 The Association and the Council of Unions agree to maximize the training and development of Permanent Residents through a plan of apprenticeship training as part of their joint responsibility to maintain a supply of skilled tradesmen.
- 29.02 The Association and the Council agree to the extent permitted by project conditions to maximize placement and utilization of apprentices at ratios set forth in the Trade Appendices.

**ARTICLE 30 – WELDERS**

- 30.01 When welders are hired on the project, the Contractor hiring the welder shall compensate the Union supplying the welder, five-hundred dollars (\$500) for each welding ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay for each ticket to compensate for time involved in completing each test. In the event a Union member is laid off and re-hired by the Contractor or another Contractor working on Site, the Contractor or the other Contractor shall not be required to pay the five-hundred dollars (\$500) for each ticket if the same welding tickets are required. The Contractor is responsible for the cost of Canadian Welding Bureau re-certifications if such certification expires more than one (1) year after the welder commences to work on Site. Such re-certifications shall be without loss of pay to a maximum of one (1) regularly scheduled work day at straight time.

**ARTICLE 31 – PROJECT AGREEMENT ADMINISTRATION**

- 31.01 The Contractor shall remit to the Council a sum of thirty cents (\$0.30) per person hour earned for all hours earned by all members of the bargaining unit covered by this Agreement from the gross hourly package to the Resource Development Council Industry Fund, which shall be included in each Trade Appendix.

**ARTICLE 32 – NL HEALTH CARE FUND**

- 32.01 The Owner or Association shall contribute five cents (\$0.05) per person hour earned to the Newfoundland and Labrador Health Care Fund. The Contractors shall remit five cents (\$0.05) per person hour earned from the gross hourly package to the Newfoundland and Labrador Health Care Fund, which shall be included in each Trade Appendix. Disbursements from this fund shall only be made upon the agreement of a joint

Association and Council committee, with equal representation from each Party.

**ARTICLE 33 – CANADIAN BUILDING TRADES**

33.01 The Owner or Association shall contribute one cent (\$0.01) per person hour earned to the Canadian Building Trades Fund. The Contractors shall remit one cent (\$0.01) per person hour earned from the gross hourly package to the Canadian Building Trades Fund, which shall be included in each Trade Appendix.

**ARTICLE 34 – PROJECT ENHANCEMENT PROGRAMS**

34.01 The Owner may, at its discretion, implement project enhancement program(s) for the Site after meaningful consultation with the Council.

**ARTICLE 35 – SAVING**

35.01 Should any provision of this Agreement be found by a court of competent jurisdiction to be in conflict with any law or regulation of Canada or Newfoundland and Labrador, such provision shall be superseded by such law or regulation. Notwithstanding such invalidation, the remaining provisions shall remain in full force and effect.

35.02 Unless prohibited from doing so by such law or regulation, or court ruling, the Parties shall commence negotiations within fourteen (14) days to provide a valid replacement of such provision.

35.03 In the event that negotiations do not result in agreement on a legal replacement for such provision within fourteen (14) days of commencement of negotiations, or such longer period as may be mutually agreed, the matter shall be resolved in accordance with the arbitration process in this Agreement.

**ARTICLE 36 – DURATION**

36.01 This Agreement shall be for a term commencing on the date the Association and the Council set out as the effective date in the Memorandum of Agreement and continuing until construction has been completed (including mobilization and demobilization).

36.02 Without restricting the generality of the foregoing, when Contractors turn over a system, a portion of the Site or all of the Site to the Owner on

completion of or substantial completion of construction work, this Agreement shall cease to apply to such system, portion of the Site, or all of the Site turned over to the Owner except in the case of work conducted by Council members as per Article 36.04 below.

- 36.03 Construction will be deemed complete when the Site, portion of the Site or a system has been accepted by the Owner from the Contractor. All work in the Site, portion of the Site or system after acceptance by the Owner will be deemed to be outside the scope of this Agreement.

Acceptance by the Owner involves the determination that the construction of the Site/portion/system has been completed or substantially completed in accordance with the Owner's plans and specifications.

- 36.04 Commissioning activities are important to the success of the project. During the Commissioning process the Owner shall utilize Union members, Owner employees and vendor representatives. Union members required for Commissioning work will be selected by the Owner from the Council's bargaining unit and may be required to work in composite crews. Commissioning work executed by Union members shall fall within the scope of this Agreement. Commissioning work executed by Owner employees and vendor representatives shall fall outside the scope of this Agreement.

Signed at St. John's, Newfoundland this \_\_\_\_\_ day of March, 2009.

**RESOURCE DEVELOPMENT TRADES COUNCIL OF  
NEWFOUNDLAND AND LABRADOR**

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Cal Jones  
President

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David Wade  
Executive Director

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Robert Blakely  
Director of Canadian Affairs

**LONG HARBOUR EMPLOYERS ASSOCIATION INC.**

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Mark Sheppard  
Director

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Dan Donnelly  
Director

**SIGNED AT ST. JOHN'S, NEWFOUNDLAND THIS \_\_\_\_\_ DAY OF MARCH,  
2009 BY THE INDIVIDUAL MEMBERS OF THE RESOURCE DEVELOPMENT  
TRADES COUNCIL OF NEWFOUNDLAND AND LABRADOR**

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International Brotherhood of  
Boilermakers, Iron Ship Builders  
Blacksmiths, Forgers and Helpers

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International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers,  
Local 203

---

International Union of Bricklayers and  
Allied Craftsmen

---

International Union of Bricklayers and  
Allied Craftsmen, Local 1

---

United Brotherhood of Carpenters and  
Joiners of America and Carpenters

---

United Brotherhood of Carpenters and  
Joiners of America and Carpenters  
Local 579

---

International Brotherhood of Electrical  
Workers

---

International Brotherhood of Electrical  
Workers Local 2330

---

Hotel Employees and Restaurant  
Employees International

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Hotel Employees and Restaurant  
Employees International, Local 779

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International Association of Heat and  
Frost Insulators and Asbestos Workers

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International Association of Heat and  
Frost Insulators and Asbestos Workers,  
Local 137

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International Association of Bridge,  
Structural, Ornamental and Reinforcing  
Ironworkers

---

International Association of Bridge,  
Structural, Ornamental and Reinforcing  
Ironworkers, Local 764



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Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers

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Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers, Local 1208

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International Brotherhood of Electrical Workers

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International Brotherhood of Electrical Workers, Local 1620

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Newfoundland and Labrador Regional Council of Carpenters, Millwrights and Allied Workers

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Newfoundland and Labrador Regional Council of Carpenters, Millwrights and Allied Workers, Local 1009

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International Union of Operating Engineers

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International Union of Operating Engineers, Local 904

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International Union of Painters and Allied Trades

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International Union of Painters and Allied Trades, Local 1984

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United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada

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United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 740

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Sheet Metal Workers' International Association

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Sheet Metal Workers' International Association, Local 512

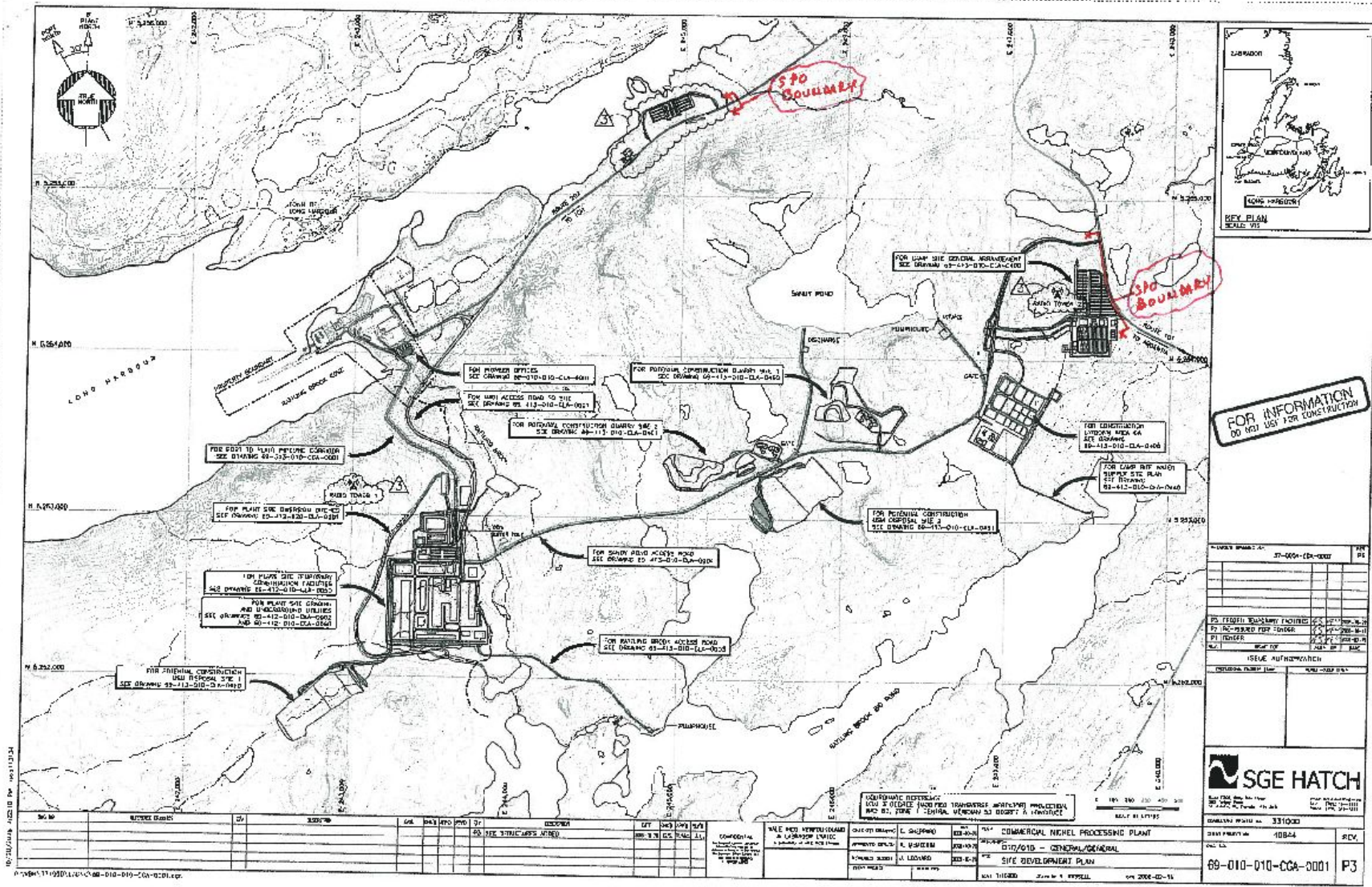
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International Brotherhood of Teamsters

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International Brotherhood of Teamsters, Local 855

**SCHEDULE A**  
**SITE PLAN**



FOR INFORMATION  
DO NOT USE FOR CONSTRUCTION

PROJECT NAME:	37-001-CA-001	REV
DATE:		
DESIGNED BY:		
CHECKED BY:		
DATE:		
ISSUE APPROVAL:		
DATE:		

**SGE HATCH**

37-001-CA-001

331000

69-010-010-CCA-0001 P3

NO.	REVISION	DATE	BY	CHKD	APP'D	REV

<p>LEGEND</p> <p>1. SITE BOUNDARY</p> <p>2. EXISTING ROADS</p> <p>3. PROPOSED ROADS</p> <p>4. EXISTING UTILITIES</p> <p>5. PROPOSED UTILITIES</p> <p>6. EXISTING BUILDINGS</p> <p>7. PROPOSED BUILDINGS</p> <p>8. EXISTING FENCES</p> <p>9. PROPOSED FENCES</p> <p>10. EXISTING LANDSCAPE</p> <p>11. PROPOSED LANDSCAPE</p>	<p>PROJECT TITLE: COMMERCIAL NICKEL PROCESSING PLANT</p> <p>PROJECT NO: 37-001-CA-001</p> <p>DATE: 2008-02-11</p> <p>SCALE: AS SHOWN</p>
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**SCHEDULE B**  
**UMPIRE'S RULE OF PROCEDURE**

**TO BE FINALIZED**

REDRAFT JANUARY 23, 2009

**SCHEDULE "B"**

**JURISDICTIONAL UMPIRE - TERMS OF REFERENCE**

**ARTICLE I**

**PROCEDURES TO BE USED BY THE UMPIRE TO RESOLVE WORK ASSIGNMENTS ARISING FROM CONFLICTING TRADE APPENDICES.**

1. In rendering his decision, the Umpire shall determine:
  - (a) Whether a previous agreement of record or applicable agreement, between the National or International Unions to the dispute governs:
  - (b) Only if the Umpire finds that the dispute is not covered by an appropriate of applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and the prevailing practice in the locality. Where there is a previous decision of record governing the case, the Umpire shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favours one craft. In that case the Umpire shall base his decision on the prevailing practice in the locality. Except, that if the Umpire finds that the craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Umpire shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and
  - (c) Only if none of the above criteria is found to exist, the Umpire shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practice of the employer shall not be ignored.

The Umpire shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Umpire shall explain why the higher ranked

criteria was not deemed applicable. The Umpire's decision shall only apply to the job in dispute.

2. Decisions on assignment of work when the umpire has received a protest of work assignment from a Union or a request for a decision from a Contractor. he shall proceed to make a decision as outlined below:
  - (a) Any request for a decision shall contain the following information:
    - Name and address of the Contractor.
    - Disputing trades.
    - The assignment of work made by the Contractor.
    - A full and detailed description of the disputed work.

When the request is made by the Union, It shall also state the basis of its claim for the work,
  - (b) A Union shall file one copy of each request for a decision. A Contractor shall file an original and three copies of each request for a decision when two Unions are involved, and an additional copy for each additional Union involved, if any.
  - (c) Notice of such request for a decision when made by a Union shall be promptly sent by the Umpire to the other Union (or Unions) directly involved in the dispute.
  - (d) this is not applicable under article 15
  - (e) Where a request for a decision has been filed with the umpire by the Union, the affected Contractor shall be notified and shall be requested to furnish a full description of the disputed work.
  - (f) Where two Unions have established procedures for the adjustment of jurisdictional disputes without resorting to the procedures set out herein, they shall be allowed a reasonable length of time as determined by the umpire in which to effect a settlement. If the Unions are unable to reach agreement, they shall jointly render a statement of facts of the dispute to the umpire for a decision.
  - (g) Not applicable given the change in Green Book, Sec 8
  - (h) Not applicable given the change in Green Book Sec 8
  - (l) The affected Unions and Contractor shall promptly comply with each decision of the umpire.

- (j) If, during the course of consideration of a dispute, the umpire should decide that there is a substantial and material question of fact which cannot be resolved on the basis of the available evidence, the umpire shall temporarily suspend the deliberation and make such investigation as he deems necessary to avail himself of all facts and evidence bearing on the dispute.
- (k) If, during the course of consideration of a dispute, any party to the dispute or the umpire should decide that there is a substantial and material question of technological change attendant to a dispute which cannot be resolved on the basis of available evidence, the umpire shall temporarily suspend the deliberations and make such investigation as he deems necessary to avail himself of all facts and evidence bearing on the dispute and shall in any event make a decision prior to the scheduled commencement of work.
- (l) In addition to all other requirements in these Rules and Regulations with respect to the form of a decision rendered by the umpire, it is also required that any such decision shall include a brief statement of the description of the work in dispute and the conclusions of the umpire with respect to the principal material issues which are involved in the dispute. The umpire's written decision shall be as brief and concise as possible.

## **ARTICLE II**

### **IMPLEMENTATION OF DECISIONS**

Decisions as to Jurisdictional claims and decisions determining whether or not such decisions have been violated as rendered by the umpire shall be binding, final and conclusive on all of the parties agreeing to the operation of this jurisdiction Disputes Resolution Plan, **except as otherwise provided in Article IV.**

To further implement the decision of the umpire, any party may at any time file a complaint in writing with the umpire alleging a violation of a decision previously made. The umpire shall thereupon set a hearing to be held within three (3) days of receipt of the complaint with respect to the alleged violation and shall notify, by registered mail, all interested parties of the time and place thereof. The umpire shall conduct a hearing at the time and place specified in this notice, All parties shall be given an opportunity to testify and present documentary evidence relating to the said matter of the hearing within forty eight (48) hours after the conclusion thereof. The umpire shall render a written decision in the matter and shall state whether or not there has been a violation of his prior decision. Copies of the decision shall be mailed by registered mail to all parties thereto.

Should the umpire determine that there has been a violation of his decision, he shall order immediate compliance by the offending party or parties.

The umpire may take the following action to enforce compliance with his decision, including a directive to make a specific assignment of work.

- (a) He may levy a fine of \$50.00 to \$250.00 per day for each violation against the offender, i.e., Contractor and/or Union, represented by the parties hereto. The offender shall pay to the umpire within fifteen (15) days any sum or sums so levied, which funds shall be paid to the Council to help offset the umpire's retainer, Should a member of either party to this Agreement fail to pay the amount levied within fifteen (15) days, he shall be deprived of all benefits of the umpire until such time as the matter is adjusted to the satisfaction of the umpire. Should we make this more onerous??
- (b) He may file an application in any Court of competent jurisdiction to have his decision confirmed and for entry of a judgment in conformity therewith.
- (c) He may take any further or additional action he deems necessary to secure compliance with his decision.

### **ARTICLE III**

#### **DEFINITIONS**

In this Agreement:

"Agreements between Unions" There are three types of Agreements Agreements of Record, Attested Agreements and Non Attested Agreements. These Agreements are not binding on other crafts not signatory to the Agreements and, insofar as the Impartial Jurisdictional Disputes Board is concerned, they do not affect the claims or rights of work jurisdiction of Unions not parties to the Agreement.

"Agreements of Record" are those Agreements between Building Trades Unions which have been recorded with the Impartial jurisdictional Disputes Board and are binding on the signatory Unions. These are the only Agreements contained in the "Green Book".

"Attested Agreements" are those Agreements signed by the General Presidents of two International Unions and attested to by the Impartial jurisdictional Disputes Board. These Agreements have the same standing as an Agreement of Record.



"Decision of Umpire" means the decision of work assignment made by the umpire.

"Decisions of Record" Decisions of Record are those which appear in the publication commonly referred to as the "Green Book" published and approved by the Building and Construction Trades Department, AFLCIO, (current issue), and are international or national in scope. they are applicable to all trades even though a dispute which resulted in a Decision of Record may originally have involved only two trades.

They are not be confused with job decisions rendered by the Impartial jurisdictional Disputes Board which apply only to the Job decisions. However, the Impartial jurisdictional Disputes Board is required to give due consideration to Decisions of Record in arriving at job decisions. Decisions of Record in the "Green Book" do not appear in chronological order and are always referred to by dates.

"Impartial jurisdictional Disputes Board" means the Impartial jurisdictional Disputes Board in Washington, D.C., the International Appeal Board, the International Plan for the Settlement of jurisdictional Disputes in the Construction Industry (approved June, 1984 as amended through December 2008), or its successor.

"Intended Work Assignment" means the initial step wherein the Contractor declares his intention to assign certain work to a certain trade(s).

"Jurisdictional Dispute" means dispute between Unions and/or Unions and a Contractor over the assignment of work, or a difference between two or more Unions as to which trade or which workmen will do certain work which must be grounded and be founded upon the scope or claimed jurisdiction as set forth in the Trade Appendix (5) applicable to the Claimant(s).

"Non Attested Agreements" are those which have not been filed with the Impartial Jurisdictional Disputes Board, nor attested by the Chairman of the Impartial Jurisdictional Disputes Board.

"Participating Contractor" means a Contractor working under the terms and conditions of this Agreement.

"Participating Unions" means a Union which is a member of the Council of Unions.

"Prevailing Practice" Prevailing Practice is the practice of that craft which submits valid

evidence indicating that its members have performed more of the work in the area where the dispute exists than have members of other crafts. The area, for the purpose of determining the Prevailing Practice, shall be defined ordinarily to mean the geographical jurisdiction of the Province of Newfoundland and Labrador.

"Specific Work Assignment" means the assignment of work as determined by the umpire. The "intended work assignment" shall be considered the specific assignment where the assignment remains unchallenged before the umpire.

"Umpire" means the jurisdictional Umpire appointed pursuant to Article 15.00 of this Agreement.

## **ARTICLE IV**

### **RECOURSE**

Any party or person bound by a decision of the Umpire may apply for a Jurisdictional award by the Impartial Jurisdictional Disputes Board, or its successor, created by the Building and Construction Trades Department, AFLCIO, and such person or party shall be bound by all the Procedural Rules and Regulations of the said Impartial Jurisdictional Disputes Board, or its successor, so far as may be applicable, and shall be bound by any Decision of the said Impartial Jurisdictional Disputes Board, or its successor (including any decision of the International Appeal Board provided herein) as if such decision were a decision of the Umpire referred to in Article I.

**SCHEDULE C**  
**LIST OF ARBITRATORS**

**List of Arbitrators**

The following are the five (5) arbitrators to be selected from for arbitrations as per Article 17:

1. John Royal
2. B
3. C
4. D
5. E

**SCHEDULE D**  
**TRADE APPENDICES**

**TRADE APPENDIX**

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS,  
FORGERS, AND HELPERS AND  
LOCAL UNION 203**

## **1.0 APPLICATION**

- 1.01 This Trade Appendix shall apply to the following:
- General Foremen
  - Foreman
  - Assistant Foreman (Working)
  - Journeyman
  - Apprentice
  - Helper

## **2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

- 2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be twelve (12%) percent of gross wages including over-time for all employees.

## **3.0 BENEFIT FUNDS**

- 3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following in which the hours were earned.
- 3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.
- 3.04 Payments shall be made as follows:

a) Health and Welfare Fund

Address: J.J. McAteer & Associates Inc.  
45 McIntosh Drive  
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

b) Pension Fund

Address: J.J. McAteer & Associates Inc.  
45 McIntosh Drive  
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

c) Provincial Education and Training Fund

Address: Boilermakers Local 203  
PO Box 250  
Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203

d) Administration Fund

Address: J.J. McAteer & Associates Inc.  
45 McIntosh Drive  
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

e) National Training Fund

Address: J.J. McAteer & Associates Inc.  
45 McIntosh Drive  
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

f) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Council Industry Fund

g) Audiometric Testing Fund

Address: Boilermakers Local 203  
PO Box 250  
Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203



h) Benevolent Fund

Address: Boilermakers Local 203  
PO Box 250  
Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203

i) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

j) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

k) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

#### **4.0 UNION DUES**

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Boilermakers Local 203  
PO Box 250  
Holyrood, NL A0A 2R0

## **5.0 APPRENTICES**

- 5.01 Apprentices, when available shall be employed on work covered by this agreement in the ratio of a minimum of one (1) Apprentice to five (5) Journeymen and a maximum of one (1) Apprentice to one (1) Journeyman, including the welders list if the apprentice is so qualified.
- 5.02 It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Contractor must consult with the Business Manager and reach a mutually acceptable solution. When the intent of the foregoing has been met, the Union shall not refer additional Apprentices in lieu of Journeymen without the Contractor's agreement.
- 5.03 All Apprentices shall be employed in accordance with the provisions of the Apprenticeship Act. Apprentices shall be given the support of the Journeymen working on the job on which the Apprentices are employed, and the supervision of the foreman and, under the guidance of the Journeymen, they may perform rigging, fitting, welding, layout work or any other part of the trade of a Journeyman Boilermaker.

## **6.0 HEALTH AND SAFETY**

- 6.01 The Employer shall supply at no cost to the employee when required by the work he is to perform: new sweat bands, new liners, appropriate welding gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. Jackets, capes and/or sleeves), non-prescription safety glasses and leather faced gloves (unless special processes dictate otherwise).

**International Brotherhood of Boilermakers  
Iron Ship Builders, Blacksmiths, Forgers, and Helpers and  
Local Union 203**

## Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Admin	National Training	Audio-metric Testing	Benevolent Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	4%												
General Foreman	\$ 32.03	2.56	1.28	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 45.55
+3.65 over JM															
Foreman	\$ 30.93	2.47	1.24	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 44.32
+2.55 over JM															
Assistant Foreman	\$ 29.58	2.37	1.18	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 42.81
+1.20 over JM															
Journeyman	\$ 28.38	2.28	1.14	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 41.48
Helper - 75% of JM	\$ 21.29	1.70	0.85	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 33.52
<b>Apprentices</b>															
3rd Year - 90% of JM	\$ 25.54	2.04	1.02	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 38.28
2nd Year - 75% of JM	\$ 21.29	1.70	0.85	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 33.52
1st Year - 60% of JM	\$ 17.03	1.36	0.68	2.25	6.00	0.26	0.15	0.28	0.03	0.15	0.20	0.01	0.05	0.30	\$ 28.75

\* The remaining bump ups for later years, to be allocated by the Union within 1 week following ratification of the Agreement.

**NON-DESTRUCTIVE TESTING SUPPLEMENT  
TO BOILERMAKER TRADE APPENDIX**

**1.0 APPLICATION**

- 1.01 This Trade Appendix Supplement shall apply to the following classifications:  
Level II Technician  
Level I Technician  
Level II Magnetic and Liquid Penetrant  
Trainee
- 1.02 These classifications shall perform all non-destructive testing which includes ultrasonics, radiography, magnetic particle, dye penetrant and eddy current, but does not include visual inspection, destructive testing, or laboratory testing.

**2.0 BENEFIT FUNDS**

- 2.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.
- 2.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.
- 2.03 Payments shall be made as follows:

a) Health and Welfare

Address: D.A. Townley & Associates Ltd.  
#101 – 4190 Lougheed Hwy.  
Burnaby, BC V5C 6A8

Cheque payable to: NDT Industry Health and Welfare Plan

b) Pension

Address: D.A. Townley & Associates Ltd.  
#101 – 4190 Lougheed Hwy.  
Burnaby, BC V5C 6A8

Cheque payable to: Quality Control Council of Canada Trust Funds

c) Atlantic Region NDT Industry Training and Upgrading Fund

Address: D.A. Townley & Associates Ltd.  
#101 – 4190 Lougheed Hwy.  
Burnaby, BC V5C 6A8

Cheque payable to: NDT Industry Training and Upgrading Fund

d) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
PO Box 245, Stn C  
St. John's, NL A1C 5J2

Cheque payable to: Resource Development Council Industry Fund

e) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
PO Box 245, Stn C  
St. John's, NL A1C 5J2

Cheque Payable to: Diversity Fund

f) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
PO Box 245, Stn C  
St. John's, NL A1C 5J2

Cheque Payable to: Canadian Building Trades Fund

g) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
PO Box 245, Stn C  
St. John's, NL A1C 5J2

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**3.0 VACATION AND RECOGNIZED HOLIDAY PAY**

3.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten (10%) percent of gross wages including overtime for all employees.

**4.0 UNION DUES**

4.01 Union dues as per Article 6 shall be forwarded to:

Address: Boilermakers Local 203  
PO Box 250  
Holyrood, NL A0A 2R0

**Non-Destructive Testing (NDT) Supplement  
To Boilermaker Wage Appendix  
Local 203**

Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first.

Wages to be determined later, from the wages effective May 1, 2009 when the new Quality Control Agreement with the Nondestructive Testing Management Association, covering employees engaged in nondestructive testing in Canada is finalized.

RDC Fund of \$0.30 must have to be allocated from the gross hourly package.

\$0.26 for Diversity Fund, CBT Fund and NL Health Care Fund are allocated from first year SPO bump.

When May 1, 2009 NDT rates are determined, must also allocate the remaining \$3.00 SPO bump for year 1 and remaining increases for each subsequent year.



**TRADE APPENDIX**

**INTERNATIONAL UNION OF BRICKLAYERS  
AND ALLIED CRAFTSMEN AND  
LOCAL UNION 1**

**1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

Group 1: General Foreman  
Foreman  
Refractory Foreman  
Refractory General Foreman

Group 2: Bricklayer  
Precast Welder and Erector  
Cement Finisher  
Plasterer  
Tile and Terrazzo Mechanic  
Epoxy Applicator

Group 3: Tile Helper  
Masonry Helper

Group 4: Caulker, Pointer, Cleaner  
Brickpaver  
Masonry Water Proofer

Group 5: Refractory Worker and Fireproofer

Group 6: Refractory Helper

Apprentice

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten percent (10%) percent of gross wages including over-time for all employees.

**3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

a) Health and Welfare Fund

Address: Atlantic Provinces Health and Welfare Trust Fund  
1216 Sand Cove Road, Unit 32  
Saint John, NB E2M 5V8

Cheque payable to: Atlantic Provinces Health and Welfare Trust  
Fund

b) Pension Fund

Address: I.U. of B.A.C. Pension Fund  
1216 Sand Cove Road, Unit 32  
Saint John, NB E2M 5V8

Cheque payable to: I.U. of B.A.C. Pension Fund

c) BAC Industry Fund

Address: I.U. of B.A.C. Industry Fund  
472C Logy Bay Road  
St. John's, NL A1A 1C6

Cheque payable to: I.U. of B.A.C. Industry Fund

d) Training Fund

Address: I.U. of B.A.C. Training Fund  
472C Logy Bay Road  
St. John's, NL A1A 1C6

Cheque payable to: Training. Fund

e) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Council Industry Fund

f) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**4.0 UNION DUES**

4.01 Subject to Article 6 of the Agreement, each Contractor shall deduct from the employee's wages the appropriate monthly dues, percentage and initiation fee as per the Union referral slip each month.

4.02 These dues shall be forwarded to:

Address: B.A.C. Local 1, NL  
472C Logy Bay Road  
St. John's, NL A1A 1C6

4.03 Payment of dues shall be made not later than fifteen (15) days after the end of the calendar month for which the dues were collected.

**5.0 APPRENTICES**

- 5.01 Apprentices shall become indentured as soon as possible under the provisions of the Apprenticeship Act of the Province. The document of Indenture shall not conflict in any way with the provisions of this agreement.
- 5.02 The probationary period for apprenticeship shall not exceed four (4) months from the time the apprenticeship period started.
- 5.03 The Apprenticeship Standards for the trade of Bricklayers and Masonry, approved April 28, 1954, shall continue to remain in force and effect except where any provision of such Standards may conflict with any provision of this agreement.
- 5.04 The Contractor shall maintain an apprenticeship ratio of a minimum of one (1) apprentice to every four (4) journeymen and a maximum of one (1) apprentice to every one (1) journeyman provided there are sufficient apprentices and/or journeymen available.
- 5.05 Apprentices shall be given one-year credit for pre-job training at BAC Masonry College or any Provincial Vocational School.

**An apprentice shall not replace the mason's helper.**

Bricklayer Apprentices Pay

Apprentices shall receive the following percentage of a Bricklayer Journeyman's (Group 2) rate:

First six months in the trade.....	56%
Second six months in the trade.....	62%
Third six months in the trade.....	68%
Fourth six months in the trade .....	74%
Fifth six months in the trade.....	80%
Sixth six months in the trade.....	85%
Seventh six months in the trade.....	90%
Eight six months in the trade.....	95%
Full Journeyman's rate thereafter.	

The third six months and thereafter shall be the percentages for the three year apprenticeship of a cement mason.

Refractory Apprentices Pay

Refractory apprentices and apprentice-improvers shall receive the following percentage of a Refractory Journeyperson's (Group 5) rate:

0	-	1200 hours	58%
1201	-	2400 hours	68%
2401	-	3600 hours	80%
3601	-	4800 hours	92%
4801	-		100%

**6.0 HEIGHT PAY**

6.01 The premium above the regular hourly rate shall be paid to employees required to work at heights under such conditions; temporary staging, scaffolding, tower like structures or structures with a direct drop of (50) feet or more shall receive fifty (\$0.50) cents.

6.02 Mixer/Helper and Forklift/Helpers shall receive \$0.25 per hour over the Masonry Helper rate when the fifth Helper is hired (per job).

**7.0 TOOLS**

7.01 Cement Finishers shall provide and maintain the following tools:

One 6' tape	Hand floats-one wood, one metal
One 11" trowel	One hammer
One 14" trowel	One spirit level
One pointing trowel	One brush
One side edger	
All tools to be in serviceable condition	

7.02 Bricklayers shall provide and maintain the following tools:

1 Brick Trowel	3 Jointers—1/2", 5/8", 3/4"
1 Brick Hammer	1 10' Space rule
1 Pointing Trowel	2 Slicks—1/4" and 1/2"
1 Brick Set	1 4'-0" Level

## **8.0 REFRACTORY ADJUSTMENT**

- 8.01 In the event Contractor on the Site shall pay a higher rate of pay or benefit to employees performing refractory work who are hired from outside Newfoundland and Labrador, the Contractor shall pay the same rate of pay and benefits to all employees of the Contractor performing refractory work under this Agreement. No such higher payment can be made to any employee without the written agreement of the Association and the Council.

## **9.0 FOREMAN**

- 9.01 A Foreman shall receive fifteen percent (15%) over and above the Journeymen (Group 2) rate. A General Foreman shall receive twenty percent (20%) over and above the Journeyman (Group 2) rate. A Refractory Foreman shall receive fifteen percent (15%) over the Refractory Journeyman (Group 5) rate. A Refractory General Foreman shall receive twenty percent (20%) over the Refractory Journeyman (Group 5) rate.

### **FOREMAN (Refractory)**

All jobs must have a foreman where two or more Journeyman Masons are employed in one class of the trade, and after six Journeyman Masons are employed in one class of the trade, the Union Foreman shall not use the tools. All Foreman and General Foreman must be members of the International Union of Bricklayers and Allied Craftworkers. Should a shift require a second foreman, he shall be a member of the local where the work is being performed.

**International Union of Bricklayers and Allied Craftworkers and  
Local Union 1**

Schedule "A"  
Wages and Fringe Benefits

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	2%									
Group 1 - General Foreman	\$ 34.21	\$ 2.74	0.68	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 45.49
+20% over JM rates (Group 2)												
Group 1 - Foreman	\$ 32.79	\$ 2.62	0.66	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 43.93
+15% over JM rates (Group 2)												
Group 1 - Refractory General Foreman	\$ 37.99	\$ 3.04	0.76	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 51.10
+20% over JM rates (Group 5)												
Group 1 - Refractory Foreman	\$ 36.41	\$ 2.91	0.73	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 49.36
+15% over JM rates (Group 5)												
<b><u>Bricklayers</u></b>												
Group 2	\$ 28.51	\$ 2.28	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 39.22
Group 3	\$ 25.10	\$ 2.01	0.50	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 35.47
Group 4	\$ 26.89	\$ 2.15	0.54	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 37.44
<b><u>Refractory</u></b>												
Group 5	\$ 31.66	\$ 2.53	0.63	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 44.13
Group 6	\$ 25.05	\$ 2.00	0.50	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 36.86
<b><u>Bricklayers Apprentices</u></b>												
1st 6 months - 56% of Group 2	\$ 15.97	\$ 1.28	0.32	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 25.43
2nd 6 months - 62% of Group 2	\$ 17.68	\$ 1.41	0.35	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 27.30
3rd 6 months - 68% of Group 2	\$ 19.39	\$ 1.55	0.39	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 29.19
4th 6 months - 74% of Group 2	\$ 21.10	\$ 1.69	0.42	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 31.07
5th 6 months - 80% of Group 2	\$ 22.81	\$ 1.82	0.46	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 32.95
6th 6 months - 85% of Group 2	\$ 24.23	\$ 1.94	0.48	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 34.51
7th 6 months - 90% of Group 2	\$ 25.66	\$ 2.05	0.51	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 36.08
8th 6 months - 95% of Group 2	\$ 27.08	\$ 2.17	0.54	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 37.65
<b><u>Refractory Apprentices</u></b>												
1st 1200 hours - 58% of Group 5	\$ 18.36	\$ 1.47	0.37	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 29.51
2nd 1200 hours - 68% of Group 5	\$ 21.53	\$ 1.72	0.43	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 32.99
3rd 1200 hours - 80% of Group 5	\$ 25.33	\$ 2.03	0.51	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 37.18
4th 1200 hours - 92% of Group 5	\$ 29.13	\$ 2.33	0.58	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 41.35



**International Union of Bricklayers and Allied Craftworkers and  
Local Union 1**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2010

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	2%									
Group 1 - General Foreman	\$ 36.12	\$ 2.89	0.72	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 47.59
+20% over JM rates (Group 2)												
Group 1 - Foreman	\$ 34.62	\$ 2.77	0.69	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 45.94
+15% over JM rates (Group 2)												
Group 1 - Refractory General Foreman	\$ 39.90	\$ 3.19	0.80	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 53.20
+20% over JM rates (Group 5)												
Group 1 - Refractory Foreman	\$ 38.24	\$ 3.06	0.76	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 51.37
+15% over JM rates (Group 5)												
<b><u>Bricklayers</u></b>												
Group 2	\$ 30.10	\$ 2.41	0.60	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 40.97
Group 3	\$ 26.69	\$ 2.14	0.53	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 37.22
Group 4	\$ 28.48	\$ 2.28	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 39.19
<b><u>Refractory</u></b>												
Group 5	\$ 33.25	\$ 2.66	0.66	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 45.88
Group 6	\$ 26.64	\$ 2.13	0.53	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 38.61
<b><u>Bricklayers Apprentices</u></b>												
1st 6 months - 56% of Group 2	\$ 16.86	\$ 1.35	0.34	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 26.41
2nd 6 months - 62% of Group 2	\$ 18.66	\$ 1.49	0.37	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 28.38
3rd 6 months - 68% of Group 2	\$ 20.47	\$ 1.64	0.41	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 30.38
4th 6 months - 74% of Group 2	\$ 22.27	\$ 1.78	0.45	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 32.36
5th 6 months - 80% of Group 2	\$ 24.08	\$ 1.93	0.48	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 34.35
6th 6 months - 85% of Group 2	\$ 25.59	\$ 2.05	0.51	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 36.01
7th 6 months - 90% of Group 2	\$ 27.09	\$ 2.17	0.54	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 37.66
8th 6 months - 95% of Group 2	\$ 28.60	\$ 2.29	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 39.32
<b><u>Refractory Apprentices</u></b>												
1st 1200 hours - 58% of Group 5	\$ 19.29	\$ 1.54	0.39	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 30.53
2nd 1200 hours - 68% of Group 5	\$ 22.61	\$ 1.81	0.45	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 34.18
3rd 1200 hours - 80% of Group 5	\$ 26.60	\$ 2.13	0.53	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 38.57
4th 1200 hours - 92% of Group 5	\$ 30.59	\$ 2.45	0.61	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 42.96

**International Union of Bricklayers and Allied Craftworkers and  
Local Union 1**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	2%									
Group 1 - General Foreman	\$ 38.03	\$ 3.04	0.76	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 49.69
+20% over JM rates (Group 2)												
Group 1 - Foreman	\$ 36.44	\$ 2.92	0.73	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 47.95
+15% over JM rates (Group 2)												
Group 1 - Refractory General Foreman	\$ 41.81	\$ 3.34	0.84	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 55.30
+20% over JM rates (Group 5)												
Group 1 - Refractory Foreman	\$ 40.07	\$ 3.21	0.80	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 53.39
+15% over JM rates (Group 5)												
<b><u>Bricklayers</u></b>												
Group 2	\$ 31.69	\$ 2.54	0.63	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 42.72
Group 3	\$ 28.28	\$ 2.26	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 38.97
Group 4	\$ 30.07	\$ 2.41	0.60	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 40.94
<b><u>Refractory</u></b>												
Group 5	\$ 34.84	\$ 2.79	0.69	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 47.63
Group 6	\$ 28.23	\$ 2.26	0.56	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 40.36
<b><u>Bricklayers Apprentices</u></b>												
1st 6 months - 56% of Group 2	\$ 17.75	\$ 1.42	0.36	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 27.39
2nd 6 months - 62% of Group 2	\$ 19.65	\$ 1.57	0.39	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 29.47
3rd 6 months - 68% of Group 2	\$ 21.55	\$ 1.72	0.43	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 31.56
4th 6 months - 74% of Group 2	\$ 23.45	\$ 1.88	0.47	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 33.66
5th 6 months - 80% of Group 2	\$ 25.35	\$ 2.03	0.51	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 35.75
6th 6 months - 85% of Group 2	\$ 26.94	\$ 2.16	0.54	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 37.50
7th 6 months - 90% of Group 2	\$ 28.52	\$ 2.28	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 39.23
8th 6 months - 95% of Group 2	\$ 30.11	\$ 2.41	0.60	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 40.98
<b><u>Refractory Apprentices</u></b>												
1st 1200 hours - 58% of Group 5	\$ 20.21	\$ 1.62	0.40	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 31.54
2nd 1200 hours - 68% of Group 5	\$ 23.69	\$ 1.90	0.47	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 35.37
3rd 1200 hours - 80% of Group 5	\$ 27.87	\$ 2.23	0.56	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 39.97
4th 1200 hours - 92% of Group 5	\$ 32.05	\$ 2.56	0.64	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 44.56

**International Union of Bricklayers and Allied Craftworkers and  
Local Union 1**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	2%									
Group 1 - General Foreman	\$ 40.21	\$ 3.22	0.80	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 52.09
+20% over JM rates (Group 2)												
Group 1 - Foreman	\$ 38.54	\$ 3.08	0.77	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 50.25
+15% over JM rates (Group 2)												
Group 1 - Refractory General Foreman	\$ 43.99	\$ 3.52	0.88	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 57.70
+20% over JM rates (Group 5)												
Group 1 - Refractory Foreman	\$ 42.16	\$ 3.37	0.84	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 55.68
+15% over JM rates (Group 5)												
<b><u>Bricklayers</u></b>												
Group 2	\$ 33.51	\$ 2.68	0.67	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 44.72
Group 3	\$ 30.10	\$ 2.41	0.60	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 40.97
Group 4	\$ 31.89	\$ 2.55	0.64	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 42.94
<b><u>Refractory</u></b>												
Group 5	\$ 36.66	\$ 2.93	0.73	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 49.63
Group 6	\$ 30.05	\$ 2.40	0.60	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 42.36
<b><u>Bricklayers Apprentices</u></b>												
1st 6 months - 56% of Group 2	\$ 18.77	\$ 1.50	0.38	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 28.51
2nd 6 months - 62% of Group 2	\$ 20.78	\$ 1.66	0.42	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 30.72
3rd 6 months - 68% of Group 2	\$ 22.79	\$ 1.82	0.46	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 32.93
4th 6 months - 74% of Group 2	\$ 24.80	\$ 1.98	0.50	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 35.14
5th 6 months - 80% of Group 2	\$ 26.81	\$ 2.14	0.54	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 37.35
6th 6 months - 85% of Group 2	\$ 28.48	\$ 2.28	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 39.19
7th 6 months - 90% of Group 2	\$ 30.16	\$ 2.41	0.60	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 41.03
8th 6 months - 95% of Group 2	\$ 31.83	\$ 2.55	0.64	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 42.88
<b><u>Refractory Apprentices</u></b>												
1st 1200 hours - 58% of Group 5	\$ 21.26	\$ 1.70	0.43	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 32.70
2nd 1200 hours - 68% of Group 5	\$ 24.93	\$ 1.99	0.50	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 36.73
3rd 1200 hours - 80% of Group 5	\$ 29.33	\$ 2.35	0.59	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 41.58
4th 1200 hours - 92% of Group 5	\$ 33.73	\$ 2.70	0.67	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 46.41

**International Union of Bricklayers and Allied Craftworkers and  
Local Union 1**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	2%									
Group 1 - General Foreman	\$ 42.38	\$ 3.39	0.85	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 54.48
+20% over JM rates (Group 2)												
Group 1 - Foreman	\$ 40.62	\$ 3.25	0.81	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 52.54
+15% over JM rates (Group 2)												
Group 1 - Refractory General Foreman	\$ 46.18	\$ 3.69	0.92	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 60.10
+20% over JM rates (Group 5)												
Group 1 - Refractory Foreman	\$ 44.25	\$ 3.54	0.89	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 57.99
+15% over JM rates (Group 5)												
<b><u>Bricklayers</u></b>												
Group 2	\$ 35.32	\$ 2.83	0.71	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 46.72
Group 3	\$ 31.91	\$ 2.55	0.64	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 42.96
Group 4	\$ 33.70	\$ 2.70	0.67	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 44.93
<b><u>Refractory</u></b>												
Group 5	\$ 38.48	\$ 3.08	0.76	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 51.63
Group 6	\$ 31.87	\$ 2.55	0.64	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 44.37
<b><u>Bricklayers Apprentices</u></b>												
1st 6 months - 56% of Group 2	\$ 19.78	\$ 1.58	0.40	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 29.62
2nd 6 months - 62% of Group 2	\$ 21.90	\$ 1.75	0.44	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 31.95
3rd 6 months - 68% of Group 2	\$ 24.02	\$ 1.92	0.48	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 34.28
4th 6 months - 74% of Group 2	\$ 26.14	\$ 2.09	0.52	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 36.61
5th 6 months - 80% of Group 2	\$ 28.26	\$ 2.26	0.57	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 38.95
6th 6 months - 85% of Group 2	\$ 30.02	\$ 2.40	0.60	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 40.88
7th 6 months - 90% of Group 2	\$ 31.79	\$ 2.54	0.64	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 42.83
8th 6 months - 95% of Group 2	\$ 33.55	\$ 2.68	0.67	1.75	4.00	1.00	0.55	0.20	0.01	0.05	0.30	\$ 44.76
<b><u>Refractory Apprentices</u></b>												
1st 1200 hours - 58% of Group 5	\$ 22.32	\$ 1.79	0.45	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 33.87
2nd 1200 hours - 68% of Group 5	\$ 26.17	\$ 2.09	0.52	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 38.09
3rd 1200 hours - 80% of Group 5	\$ 30.78	\$ 2.46	0.62	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 43.17
4th 1200 hours - 92% of Group 5	\$ 35.40	\$ 2.83	0.71	1.75	5.50	1.00	0.50	0.20	0.01	0.05	0.30	\$ 48.25

**TRADE APPENDIX**

**UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA AND CARPENTERS  
LOCAL UNION 579**

**1.0 APPLICATION**

- 1.01 This Trade Appendix shall apply to the following:
- Carpenter General Foreman
  - Carpenter Non-Working Foreman
  - Carpenter Journeyman
  - Carpenter Welder
  - Scaffolder
  - Carpenter Apprentice

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

- 2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including overtime for all employees.

**3.0 BENEFIT FUNDS**

- 3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following in which the hours were earned.
- 3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.
- 3.03 Payments shall be made as follows:

- a) Health and Welfare Fund, Pension Fund

Address: Newfoundland Carpenters  
Benefit Trust Funds  
c/o Manion, Wilkins & Associates  
230 Norseman Street  
Etobicoke, ON M8Z 6A2

Cheque payable to: Newfoundland Carpenters Benefit Trust Funds

b) Building Fund, Organizing Fund and Training Fund

Address: Newfoundland and Labrador Regional Council of  
Carpenters, Millwrights and Allied Workers  
Box 3040  
Paradise, NL A1L 3W2

Cheque payable to: UBC/Regional Council

c) Stabilization Fund

Address: Newfoundland and Labrador Regional Council of  
Carpenters, Millwrights and Allied Workers  
Box 3040  
Paradise, NL A1L 3W2

Cheque payable to: Stabilization Trust Fund

d) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Council Industry Fund

e) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

f) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

g) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**4.0 APPRENTICES**

- 4.01 Ratio of apprentices shall be a minimum of two (2) apprentices to every three (3) certified Journeypersons, a minimum of one (1) apprentice to every three (3) non-certified journeypersons employed. The ratio of certified Journeypersons/non-certified Journeypersons to apprentices should be a maximum of one (1) to one (1). Rates for apprentices shall be as herein contained. The number of apprentices working on a crew supervised by a foreman shall not exceed five (5) unless agreed to otherwise.
- 4.02 The United Brotherhood of Carpenters and Joiners of America, Local 579 will be recognized as the sole employer of all union Carpenter Apprentices in the Province of Newfoundland and Labrador for the purpose of apprenticeship training. Further, the Brotherhood of Carpenters and Joiners of America, Local 579 will be given full authority to remove any carpenter apprentice for failure to fulfill his or her apprenticeship contract obligations. Further, each apprentice will be able to return to his/her job after the proper in school training, if the job is continuing.
- 4.03 Each candidate for apprenticeship must have successfully completed a high school program or equivalent and in addition may be required to have completed certain academic subjects as specified in particular plans of training. Mature students, at the discretion of the Provincial Director of Institutional and Industrial Education, may be registered. A Mature student is defined as one who has reached the age of 19 and who can demonstrate the ability and the interest to complete the requirements for certification.
- 4.04 The direct entry apprentice's (with no work or school experience) starting rate will be 50% of the Journeyperson's rate. When they attain the maximum hours and successfully complete the maximum courses for that period they will receive the next wage scale increase. When the apprentice finishes one period of training and schooling, they will not get an increase in pay regardless of how many hours they have accumulated until they present a validated Log Book and have returned to school again.



4.05 The term of apprenticeship for Carpenters shall be 7200 hours actually occupied in the trade, and successful completion of all courses.

4.06 The Employer will endeavor to hire certified Carpenters.

## **5.0 TOOLS**

5.01 Employees will supply the following tools:

Carpenters Apron	Screw Driver Set
Drill Bits (speed bits)	Measuring Tape
Plumb Bob with line	Framing Square
Sliding T Level	Wood Chisels
Combination Square	Stair Buttons/Square Gauges
Pencils	Block Plane
Hand Saws	Chalk Box with line
Hammer	Claw Bar
Level	Jack Plane

## **6.0 UNION DUES**

6.01 Union dues as per Article 6 shall be forwarded to:

Address: NL Regional Council, Local 579  
PO Box 3040  
Paradis, NL A1L 3W2

Cheque payable to: NL Regional Council, Local 579

6.02 The employer shall deduct each month from the wages of each employee within the Union Jurisdiction four (4%) percent of gross earnings, excluding room and board, vacation pay and travel expenses. These deductions shall be made on a weekly basis.

## **7.0 HEIGHT PAY**

7.01 Employees working on a swing stage, scaffold, ladder, bosun chair or temporary working platform (excluding platforms that are in good condition, solidly constructed, rigidly fixed to the structure by mechanical means and equipped with wire mesh fencing to prevent falling) shall receive a premium over his regular rate as follows:

Forty (40) to one hundred (100) feet	\$0.75/hour
One hundred and one (101) feet and over	\$1.10/hour

Heights shall be determined on the basis of vertical free fall to the base of the structure.

**8.0 HEALTH AND SAFETY**

- 8.01 On all heavy industrial jobs, the Contractor shall supply coveralls for the employee who shall return them on completion of the job.

## United Brotherhood of Carpenters and Joiners of America and Carpenters Local Union 579

### Schedule "A" Wages and Fringe Benefits

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%										
General Foreman	\$ 25.50	2.55	0.76	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 36.56
+\$2.00 over JM rates													
Non-Working Foreman	\$ 25.25	2.52	0.75	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 36.27
+\$1.75 over JM rates													
Journeyman Carpenter Welder Scaffolder	\$ 23.50	2.35	0.70	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 34.30
Apprentice 1st (0 hr)	\$ 11.75	1.18	0.35	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 21.03
0 courses - 50% of JM													
Apprentice 1st (600 hr)	\$ 12.93	1.29	0.39	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 22.36
9 courses - 55% of JM													
Apprentice 1st (1000 hr)	\$ 14.10	1.41	0.42	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 23.68
18 courses - 60% of JM													
Apprentice 2nd (1200 hr)	\$ 15.28	1.53	0.46	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 25.02
65% of JM													
Apprentice 2nd (2200 hr)	\$ 16.45	1.65	0.49	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 26.34
70% of JM													
Apprentice 3rd (3200 hr)	\$ 17.63	1.76	0.53	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 27.67
75% of JM													
Apprentice 3rd (4200 hr)	\$ 18.80	1.88	0.56	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 28.99
80% of JM													
Apprentice 4th (5200 hr)	\$ 19.98	2.00	0.60	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 30.33
85% of JM													
Apprentice 4th (6200 hr)	\$ 21.15	2.12	0.63	1.65	3.85	0.34	0.35	1.00	0.20	0.01	0.05	0.30	\$ 31.65
90% of JM													

\$0.26 of the first year bump up of \$3.26 is allocated to the following funds, as per the wage schedule – Diversity Fund (\$0.20), Canadian Building Trades Fund (\$0.01) and Newfoundland and Labrador Health Care Fund (\$0.05). The remaining \$3.00 bump up increase to gross hourly package for first year, and all other bump ups for later years, to be allocated by the Union within 1 week following ratification of the Agreement.

**TRADE APPENDIX**

**INTERNATIONAL BROTHERHOOD OF THE ELECTRICAL  
WORKERS AND LOCAL UNION 2330**

**1.0 TRADE CLASSIFICATIONS**

1.01 This trade appendix shall apply to the following trade classifications:

Apprentice  
Journeyman (including Instrument Technicians)  
Electrician Welder and Welder  
Non-Working Foreman  
General Foreman

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 The Employer shall pay each employee 10% of earnings based on gross pay as vacation pay and 3% of earnings based on gross pay as recognized holiday pay.

**3.0 BENEFIT FUNDS**

3.01 Each Contractor shall contribute the amounts stated in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned. Income Tax to be deducted weekly as part of gross earnings.

3.02 Vacation Pay and Holiday Pay shall be deducted weekly and shall be paid to the union office once a month to the following address:

Address: IBEW Local 2330  
1082 Thorburn Road  
Portugal Cove  
St. Phillip's, NL A1M 148

Cheque Payable to: IBEW 2330 Vacation and Holiday Pay Fund

3.03 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.04 Payments shall be made as follows:

a) Health and Welfare Fund

Address: Benefit Plan Administrators  
7001 Mumford Road  
Tower 2, Suite 3004  
Halifax, NS B3I 4R3

Cheque payable to: IBEW 2330 Health and Welfare Fund

b) Pension Fund

Address: Benefit Plan Administrators  
7001 Mumford Road  
Tower 2, Suite 3004  
Halifax, NS B3I 4R3

Cheque payable to: IBEW 2330 Pension Benefit Fund

c) Trade Improvement Fund

Address: IBEW Local 2330  
1082 Thorburn Road  
Portugal Cove  
St. Phillip's, NL A1M 148

Cheque Payable to: IBEW 2330 Trade Improvement Fund

d) Membership Development Fund

Address: IBEW Local 2330  
1082 Thorburn Road  
Portugal Cove  
St. Phillip's, NL A1M 1V8

Cheque Payable to: IBEW 2330 Membership Development Fund

e) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Council Industry Fund

f) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**4.0 UNION DUES**

4.01 Each Contractor shall deduct from the employee's wages the appropriate monthly dues, percentage and initiation fee as stipulated under Article 6 of the Agreement.

4.02 These dues will be forwarded to:

Address: IBEW Local 2330  
1082 Thorburn Road  
Portugal Cove  
St. Phillip's, NL A1M 1V8

4.03 Payment of dues shall be made not later than fifteen (15) days after the end of the calendar month for which the dues were collected.

**5.0 GENERAL**

- 5.01 Only employee who have been instructed in the proper use of explosive actuated tools will be permitted to use them, and no employee shall be discriminated against for refusing to use such tools.
- 5.02 First and second year apprentices shall not be permitted to use explosive actuated tools.
- 5.03 There shall be two (2) journeypersons assigned to work on energized circuits of 220 volts or over, when circuits cannot be de-energized or where there is no obvious danger.

**6.0 APPRENTICES**

- 6.01 The employment of apprentices shall be in accordance with the Apprenticeship Act and Regulations and Amendments thereto. The Contractor shall maintain an equal number of each class of apprentices in his employ. Hiring of new apprentices shall be done (Subject to Article 7) in accordance with maintaining the equal number of each class of apprentice.
- 6.02 If a Contractor lays off a third or fourth year apprentice he shall not be replaced by a second or third year apprentice while there are third or fourth year apprentices unemployed.
- 6.03 The maximum number of apprentice employed by an employer shall be a maximum of one apprentice for each journeyperson.
- 6.04 First, second and third year apprentices shall work under the direct supervision of a journeyperson, fourth year apprentice shall not supervise any other apprentice.
- 6.05 An apprentice shall not be used as a storeroom man, warehouseman or Truckdriver for a continuous period of more than two (2) months.
- 6.06 Apprentice Rates of Pay:

The rates for apprentice will be as follows:

First year	50% of journeyperson's Hourly Rate
Second year	60% of journeyperson's Hourly Rate
Third year	65% of journeyperson's Hourly Rate
Fourth year	75% of journeyperson's Hourly Rate



## **7.0 RATES OF PAY**

- 7.01 Non-working Foreman's rate of pay shall be 10% above a journeyperson's hourly rate of pay. The General Foreman's rate of pay shall be 15% above a journeyperson's hourly rate of pay or as negotiated higher.
- 7.02 Apprentice Electricians/Electricians performing welding shall receive 5% above the journeyperson's hourly rate of pay.

## **8.0 HEIGHT PAY**

- 8.01 Employees required to work on smoke stacks, structural steel, towers, from a bosun's chair or bucket, staging, or other areas which are fifteen (15) to thirty (30) meters shall receive an additional ten (10%) of his/hers straight basic hourly rate while on such work. If over thirty (30) meters, the pay will be one and one half times the straight basic hourly rate while on such work.
- 8.02 The height shall be measured from the employees standing or sitting surface position while working to the first permanent floor, planked in floor, formed in surface or metal deck or to the ground, whichever is higher. Height pay shall be paid in no less than one (1) hour increments.

## **9.0 TOOLS**

- 9.01 Journeymen shall be required to have:

1	8" Linesman Pliers	1	Channellocks
1	Side Cutting Pliers	1	Belt and Pouch
1	Tool Box	1	Needle Nose Pliers
1	Knife	1	Metal Rule, 3 meter minimum
1	Robertson Head Screwdrivers #6, 8 and 10	1	Philips Head Screwdrivers #6, 8 and 10
1	Straight Head Screwdrivers	1	Set Allen Key Wrenches op to ½
1	Hacksaw Frame	1	10" Pipe Wrench
1	Knock and Punch, ½ to 1 ¼	1	Meter, A/C, Amps Volts Ohms
1	Claw Hammer	1	Set Socket Head or Nut Drivers

1	Flashlight	1	Box End Wrenches or Adjustable
1	½ EMT Bender	1	¾ EMT Bender
1	Code Book		

9.02 Apprentices shall supply themselves with the following basic tools for each year and be in possession of a complete list of tools upon becoming a journeyman:

**FIRST YEAR – BASIC TOOLS**

1	8" Pliers	1	Channellocks
1	Belt and Pouch	1	Tool Box
1	Knife	1	Tape, 10' minimum
3	Robertson Head Screwdrivers	3	Straight Head Screwdrivers

**SECOND YEAR – ADDITIONAL TOOLS**

1	Hacksaw Frame	1	Ball Peen Hammer
1	Claw Hammer	1	Locksaw

**THIRD YEAR – ADDITIONAL TOOLS**

1	Side Cutting Pliers	1	Needle Nose Pliers
3	Phillips Head Screwdrivers	1	Box End of Adjustable Wrench

**FOURTH YEAR – ADDITIONAL TOOLS**

1	10" Pipe Wrench	1	Set Socket or Nut Drivers
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9.03 The Contractor shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools issued to them provided the Contractor furnishes the necessary lockers, gang boxes or other safe places for storage.











**TRADE APPENDIX**

**HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES  
INTERNATIONAL UNION AND LOCAL UNION 779**

**OUTSTANDING – NOT YET FINALIZED**



## **1.0 APPLICATION**

Group 1: Chef

Group 2: 1<sup>st</sup> Cook

Group 3: Butcher/Meat Cutter, Baker, Security, Communications/  
Dispatch

Group 4: 2<sup>nd</sup> Cook, Bartender and Service Attendant

Group 5: 3<sup>rd</sup> Cook

Group 6: Head Salad Person, Heat Waiter, Head Camp Attendant,  
Head Dishwasher, Head Commissary and Inventory Clerk

Group 7: Salad Person, Sandwich Person, Dishwasher, Bakers Help,  
Waiter/Waitress, General Help, Commissary and Camp  
Attendant

## **2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Vacation and recognized holiday pay at the rate of thirteen (13%) percent of gross earnings shall be paid at the time an employee takes their vacation or upon termination of employment.

## **3.0 HEALTH & WELFARE, PENSION, INDUSTRY AND TRAINING FUNDS**

3.01 Health and Welfare, Industry Promotion (Training) and Stabilization:  
Employer shall contribute:

Health/Welfare

Industry Promotion (Training)

Stabilization

Benefits to be paid on hours earned.

3.02 Payments shall be made to the appointed administrator.

3.03 Payments shall be due and payable not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. The employer shall also forward a statement setting out names of the employees in respect of each employee and the hours worked by each employee during such calendar month.

3.04 Pension

The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following in which the hours were earned.

3.05 Other Funds

The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following in which the hours were earned. Payments shall be made as follows:

a) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Council Industry Fund

b) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

c) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

d) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

#### **4.0 HEALTH, SAFETY, EQUIPMENT AND UNIFORMS**

- 4.01 If required, all uniforms worn by employees shall be supplied by the employer, a minimum of two (2) uniforms per employee.
- 4.02 Security personnel shall be provided with the appropriate summer footwear, clothing and rain gear. Security personnel shall also be provided with the appropriate winter footwear and clothing. A minimum of two (2) uniforms per employee, alterations and cleaning shall be the responsibility of the employer.

#### **5.0 BULLETIN BOARDS**

- 5.01 The Union may use the Company Bulletin Board for notices of importance concerning Union business and the Company agrees that they will use the Bulletin Board for any business concerning Union matters, such as layoffs, hiring and recall.

#### **6.0 SPLIT SHIFTS**

- 6.01 Employees whose scheduling requires him to work a split shift shall be paid an additional \$1.50 per hour for all hours worked on a split shift when the majority of the hours worked occur between 6:00 a.m. and 6:00 p.m.
- 6.02 To qualify for a night shift premium as provided by Article 20.03 of the Agreement, an employee must work the majority of his shift between the hours of 6:00 p.m. and 6:00 a.m.
- 6.03 It is understood and agreed that split and/or night shift premiums are not to be included in the base hourly rate when computing overtime hourly rates.

#### **7.0 SECURITY SPECIAL CONDITIONS**

- 7.01 Notwithstanding Article 19 (Hours of Work and Overtime) in the Agreement, the hours of work for Security personnel may be seven (7) consecutive twelve (12) hour shifts and seven (7) consecutive days off. The employee, when working this schedule, shall be paid one hundred and six (106) hours at his straight time rate of pay for such eighty-four (84) hours worked.

**Hotel Employees and Restaurant Employees  
International Union and Local Union 779**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2009

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Industry Promotion (Training)	R.S.F. (Rate Stab Fund)	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		8%	5%									
Crew Chief Security (\$3 over group 3 rate)	\$ 23.32	1.87	1.16	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 37.11
Asst Crew Chief Security (\$1.50 over group 3 rate)	\$ 21.82	1.75	1.09	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 35.42
Group 1	\$ 24.32	1.95	1.21	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 38.24
Group 2	\$ 23.32	1.87	1.16	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 37.11
Group 3	\$ 20.32	1.63	1.01	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 33.72
Group 4	\$ 19.72	1.58	0.98	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 33.04
Group 5	\$ 19.22	1.54	0.96	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 32.48
Group 6	\$ 18.72	1.50	0.94	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 31.92
Group 7	\$ 18.07	1.45	0.90	3.20	5.00	1.00	1.00	0.20	0.01	0.05	0.30	\$ 31.18

**TRADE APPENDIX**

**INTERNATIONAL ASSOCIATION OF HEAT AND  
FROST INSULATORS AND ASBESTOS WORKERS AND  
LOCAL UNION 137**

**1.0 APPLICATION**

Apprentice  
Journeyman Mechanic  
Foreman  
General Foreman

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be 13% of gross wages including overtime for all employees.

**3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

a) Health and Welfare Fund, Training Fund

Address: Benefit Plan Administrators  
7001 Mumford Road  
Suite 216, Tower 1  
Halifax, NS B3L 4N9

Cheque payable to: Heat and Frost Local 137 Trust Fund

b) Multiple Benefit Fund

Address: Heat and Frost Local 137  
PO Box 100  
Harbour Grace, NL A0A 2M0

Cheque Payable to: Heat and Frost Local 137

c) Pension Fund

Address: Benefit Plan Administrators  
7001 Mumford Road  
Suite 216, Tower 1  
Halifax, NS B3L 4N9

Cheque payable to: Heat and Frost Local 137 Trust Fund

d) Industry Fund (RDC)

Address: Resource Development Trades Council  
of Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Council Industry Fund

e) Diversity Fund

Address: Resource Development Trades Council  
of Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

f) Canadian Building Trades Fund

Address: Resource Development Trades Council  
of Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

g) NL Health Care Fund

Address: Resource Development Trades Council  
of Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**4.0 UNION DUES**

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Heat and Frost Local 137  
PO Box 100  
Harbour Grace, NL A0A 2M0

**5.0 TOOLS**

5.01 All Journeymen, 3<sup>rd</sup> and 4<sup>th</sup> year Apprentices shall carry a tool box containing the following tools:

Float Trowel	Tinsnips
Pointer Trowel	Punch
Knife	Hammer
Pliers	Screwdriver
Pruning Saw	M1 or M2 Metal Cutter
Rule or Steel Tape	Safety Goggles
Scissors	Pop Riveting Tools

1<sup>st</sup> and 2<sup>nd</sup> year Apprentices

Knife  
Measuring Tape  
Pliers  
Scissors  
Tinsnips

5.02 Employees shall be furnished with tools on all foamglass jobs and cutting tools for stainless steel complete with storage box for the same before the job commences. When required, the employer shall also furnish banding and sealing tools.

**6.0 APPRENTICES**

6.01 During the life of this agreement, the ratio shall be a minimum of four (4) Journeymen to one (1) Apprentice. The maximum ratio of Journeymen to Apprentices shall be one (1) to one (1). In special cases where the Union has given permission or has supplied Apprentices when unable to supply Journeymen, the Contractor agrees upon 48 hours notice to replace Apprentices with Journeymen.



6.02 At the end of an Apprentice period of 8000 working hours, the employee shall be eligible to present himself before an examination board for the purpose of obtaining his competency card as an Insulation Mechanic.

**7.0 OTHER CONDITIONS**

7.01 Employees working in conditions where there is a possibility of a free fall drop shall be paid the following premiums:

50 – 100 feet	\$0.75 per hour
Over 100 feet	\$1.00 per hour

7.02 The Contractor will supply gloves and disposable coveralls and will compensate for the clothing ruined on jobs on which excessive amounts of mastic and adhesives are used.

**International Association of Heat and Frost Insulators  
and Asbestos Workers and  
Local Union 137**

Schedule "A"  
Wages and Fringe Benefits

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	Multiple Benefit Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
General Foreman	\$ 31.39	3.14	0.94	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 43.33
+3.80 over JM												
Foreman	\$ 29.14	2.91	0.88	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 40.79
+1.55 over JM												
Journeyman Mechanic	\$ 27.59	2.76	0.83	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 39.04
<b><u>Apprentices</u></b>												
1st year - 50% of JM	\$ 13.80	1.38	0.41	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 23.45
2nd year - 60% of JM	\$ 16.55	1.66	0.50	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 26.57
3rd year - 70% of JM	\$ 19.31	1.93	0.58	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 29.68
4th year - 80% of JM	\$ 22.07	2.21	0.66	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 32.80

**International Association of Heat and Frost Insulators  
and Asbestos Workers and  
Local Union 137**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2010

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	Multiple Benefit Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
General Foreman	\$ 32.94	3.29	0.99	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 45.08
+3.80 over JM												
Foreman	\$ 30.69	3.07	0.92	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 42.54
+1.55 over JM												
Journeyman Mechanic	\$ 29.14	2.91	0.88	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 40.79
<b><u>Apprentices</u></b>												
1st year - 50% of JM	\$ 14.57	1.46	0.44	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 24.33
2nd year - 60% of JM	\$ 17.48	1.75	0.52	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 27.61
3rd year - 70% of JM	\$ 20.40	2.04	0.61	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 30.91
4th year - 80% of JM	\$ 23.31	2.33	0.70	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 34.20

**International Association of Heat and Frost Insulators  
and Asbestos Workers and  
Local Union 137**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	Multiple Benefit Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
General Foreman	\$ 34.49	3.45	1.03	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 46.83
+3.80 over JM												
Foreman	\$ 32.24	3.22	0.97	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 44.29
+1.55 over JM												
Journeyman Mechanic	\$ 30.69	3.07	0.92	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 42.54
<b><u>Apprentices</u></b>												
1st year - 50% of JM	\$ 15.35	1.54	0.46	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 25.21
2nd year - 60% of JM	\$ 18.41	1.84	0.55	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 28.66
3rd year - 70% of JM	\$ 21.48	2.15	0.64	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 32.13
4th year - 80% of JM	\$ 24.55	2.46	0.74	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 35.61

**International Association of Heat and Frost Insulators  
and Asbestos Workers and  
Local Union 137**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	Multiple Benefit Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
General Foreman	\$ 36.26	3.63	1.08	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 48.83
+3.80 over JM												
Foreman	\$ 34.01	3.40	1.02	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 46.29
+1.55 over JM												
Journeyman Mechanic	\$ 32.46	3.25	0.97	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 44.54
<b><u>Apprentices</u></b>												
1st year - 50% of JM	\$ 16.23	1.62	0.49	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 26.20
2nd year - 60% of JM	\$ 19.48	1.95	0.58	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 29.87
3rd year - 70% of JM	\$ 22.72	2.27	0.68	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 33.53
4th year - 80% of JM	\$ 25.97	2.60	0.78	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 37.21

**International Association of Heat and Frost Insulators  
and Asbestos Workers and  
Local Union 137**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	Multiple Benefit Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
General Foreman	\$ 38.03	3.80	1.14	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 50.83
+3.80 over JM												
Foreman	\$ 35.78	3.58	1.07	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 48.29
+1.55 over JM												
Journeyman Mechanic	\$ 34.23	3.42	1.03	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 46.54
<b><u>Apprentices</u></b>												
1st year - 50% of JM	\$ 17.12	1.71	0.51	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 27.20
2nd year - 60% of JM	\$ 20.54	2.05	0.62	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 31.07
3rd year - 70% of JM	\$ 23.96	2.40	0.72	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 34.94
4th year - 80% of JM	\$ 27.38	2.74	0.82	2.05	4.50	0.25	0.50	0.20	0.01	0.05	0.30	\$ 38.80

**TRADE APPENDIX**

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRONWORKERS AND  
LOCAL UNION 764**

**1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

Structural:

Welders  
Apprentices  
Journeyman  
Riggers  
Connectors  
Foreman  
General foreman  
Pre-heat / Post-heat

Rodman:

Welders  
Apprentices  
Riggers  
Journeyman  
Foreman  
General Foreman  
Post-tensioning

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen and one half (13.5%) percent of gross wages including over-time for all employees.

**3.0 BENEFITS FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.



3.03 Payments shall be made as follows:

a) Health and Welfare Fund

Address: Manion Wilkins and Associates  
232 Norseman Street  
Etobicoke, ON M8Z 2R4

Checks payable to: Trustees of Ironworkers Local Union 764 B.T.

b) Pension Fund

Address: Manion Wilkins and Associates  
232 Norseman Street  
Etobicoke, ON M8Z 2R4

Checks payable to: Trustees of Ironworkers Local Union 764 B.T.

c) Trade Promotion Fund

Address: Business Manager, F.S.T.  
Ironworkers Local Union 764  
38 Sagona Avenue  
Donavan's Industrial Park  
Mount Pearl, NL A1N 4R3

Checks payable to: Trustees of Ironworkers Local Union 764

d) Trade Improvement Fund

Address: Business Manager, F.S.T.  
Ironworkers Local Union 764  
38 Sagona Avenue  
Donavan's Industrial Park  
Mount Pearl, NL A1N 4R3

Checks payable to: Trustees of Ironworkers Local Union 764

e) Welding Testing Fund

Address: Business Manager, F.S.T.  
Ironworkers Local Union 764  
38 Sagona Avenue  
Donavan's Industrial Park  
Mount Pearl, NL A1N 4R3

Checks payable to: Trustees of Ironworkers Local Union 764

f) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Checks payable to: Resource Development Council Industry Fund

g) Apprentice Training

Address: Business Manager, F.S.T.  
Ironworkers Local Union 764  
38 Sagona Avenue  
Donavan's Industrial Park  
Mount Pearl, NL A1N 4R3

Checks payable to: Trustees of Ironworkers Local Union 764

h) I.I.I.

Address: Business Manager, F.S.T.  
Ironworkers Local Union 764  
38 Sagona Avenue  
Donavan's Industrial Park  
Mount Pearl, NL A1N 4R3

Checks payable to: Trustees of Ironworkers Local Union 764

i) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

j) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

k) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

#### **4.0 UNION DUES AND FIELD DUES**

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Business Manager, F.S.T.  
Ironworkers Local Union 764  
38 Sagona Avenue  
Donavan's Industrial Park  
Mount Pearl, NL A1N 4R3

#### **5.0 APPRENTICES**

5.01 There shall be a minimum of one (1) apprentice for each four (4) journeymen on all work and a maximum of one (1) apprentice for each two (2) journeymen.

- 5.02 It is agreed by all parties to this agreement that the ratio of Apprentices to Journeymen as set forth in this article is being allowed in order to obtain more Journeymen Ironworkers at a faster rate in order to meet the needs of the industry and to maintain the jurisdiction of Ironworkers Local 764.
- 5.03 It is further agreed that when enough Journeymen Ironworkers are obtained to meet the needs of the industry and to maintain the jurisdiction of Ironworkers Local 764, the ratio of Apprentices to Journeymen shall as of that date be as set in the General Working Rules of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers.
- 5.04 Where Apprentices are employed, the Contractor shall pay wages in accordance with this Agreement, and will not be compelled, under any circumstances, to pay the Journeyman rate of pay. However, the Union recognizes the fact that the Contractor may increase the rate of pay at its own discretion. When the Apprentice has completed his four thousand (4000) hour program, he shall appear before the examining board of the Local Union and be required to pass a test before receiving his Journeyman Ironworkers card.

## **6.0 TOOLS**

- 6.01 Employees employed on ornamental work, conveyor work and changeover work shall furnish, for their own use, all necessary hand tools to enable them to effectively install such work.

## **7.0 HEALTH AND SAFETY**

- 7.01 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal equipment required in the normal course of his duties. On abnormally dirty or corrosive work, suitable coveralls, rubber gloves and rubber boots shall be provided when necessary; (not to include normal re-bar work), but including post tensioning and pre-stressing work.
- 7.02 Safety Harness and Double Lanyard with shock absorbers shall be signed for by employee and if not returned, then the employee shall pay the cost for the same.
- 7.03 On multi-storied erection projects, and on floors where men are required to work, not more than two (2) floors or a distance of thirty (30) feet shall remain uncovered without suitable planking, decking or netting that is

properly secured. The perimeter of the working floors shall have protection consisting of wire rope.

- 7.04 *Stiffening and Supporting Working Load Points:* Where iron is landed on the floor or any point of a structure under construction all connections shall be fully fitted and tightened and substantial supports provided to safely sustain such added weight.
- 7.05 *Riding The Load Fall:* No employee shall be permitted to ride the load. Riding the load fall shall not be allowed except for emergency reasons as determined by the foreman and not more than two (2) men any one time.
- 7.06 *Slings:* Steel cable will be used instead of chains or hemp slings. Slings using a ferruled eye instead of an open sliced eye shall have a Flemish splice in the eye with the ferrule. All slings shall be inspected weekly and slings with wires broken or cut off shall be destroyed by cutting in two (2) pieces. When floats or suspended scaffolds are used by workmen using torches or welding equipment, fiber rope shall not be used to suspend such floats. Wire rope with a minimum 3/8" diameter shall be used.
- 7.07 *Protection of Signal Devices:* Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment to transmit or give signals, directing work or operation or any and various devices in connection with work being done by employees.
- 7.08 *Overhead Crane Protection:* No employee shall be permitted to work on cranes rails unless safety provisions are taken regarding hot rails or crane operation while work is being performed.
- 7.09 *Operational Equipment:* To properly secure any or all operational controls two (2) key type locking devices shall be used. Such keys shall be divided between operating management and the foreman supervising the crew.
- 7.10 *Blind Lifts:* When the vision of employee is impaired during the course of erection or hoisting of materials, and an adequate audio signal device is not available, and extra employee shall be employed to act as a signalman.

**8.0 IRONWORKERS REQUIRED ON CRANES AND DERRICKS**

- 8.01 No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection, and on all mobile or power operated rigs of any description utilized for heavy steel erection in the construction of a building, no less than four (4) men and a foreman shall be employed (this article is not applicable to boom trucks).

**International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

## Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.I.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3.5%												
<b>Structural</b>															
General Foreman	\$ 33.12	3.31	1.16	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 46.13
+20% over JM Rate															
Foreman	\$ 31.74	3.17	1.11	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 44.56
+15% over JM Rate															
Connectors	\$ 28.51	2.85	1.00	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 40.90
Journeyman	\$ 27.60	2.76	0.97	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 39.87
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 19.32	1.93	0.68	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 30.47
2nd 1000 hours - 80% of JM	\$ 22.08	2.21	0.77	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 33.60
3rd 1000 hours - 90% of JM	\$ 24.84	2.48	0.87	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 36.73
4th 1000 hours - 95% of JM	\$ 26.22	2.62	0.92	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.30
<b>Rodman (Rebar)</b>															
General Foreman	\$ 31.73	3.17	1.11	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 44.55
+20% over JM Rate															
Foreman	\$ 30.41	3.04	1.06	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 43.05
+15% over JM Rate															
Journeyman	\$ 26.44	2.64	0.93	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.55
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 18.51	1.85	0.65	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 29.55
2nd 1000 hours = 80% of JM	\$ 21.15	2.12	0.74	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 32.55
3rd 1000 hours = 90% of JM	\$ 23.80	2.38	0.83	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 35.55
4th 1000 hours - 95% of JM	\$ 25.12	2.51	0.88	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 37.05

**International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

Schedule "A"  
Effective May 1, 2010

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.I.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3.5%												
<b>Structural</b>															
General Foreman	\$ 34.98	3.49	1.22	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 48.23
+20% over JM Rate															
Foreman	\$ 33.52	3.35	1.17	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 46.58
+15% over JM Rate															
Connectors	\$ 30.06	3.00	1.05	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 42.65
Journeyman	\$ 29.15	2.91	1.02	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 41.62
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 20.41	2.04	0.71	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 31.70
2nd 1000 hours - 80% of JM	\$ 23.32	2.33	0.82	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 35.01
3rd 1000 hours - 90% of JM	\$ 26.24	2.62	0.92	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.32
4th 1000 hours - 95% of JM	\$ 27.69	2.76	0.97	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 39.96
<b>Rodman (Rebar)</b>															
General Foreman	\$ 33.59	3.35	1.18	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 46.66
+20% over JM Rate															
Foreman	\$ 32.19	3.21	1.13	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 45.07
+15% over JM Rate															
Journeyman	\$ 27.99	2.79	0.98	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 40.30
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 19.59	1.95	0.69	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 30.77
2nd 1000 hours = 80% of JM	\$ 22.39	2.23	0.78	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 33.94
3rd 1000 hours = 90% of JM	\$ 25.19	2.51	0.88	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 37.12
4th 1000 hours - 95% of JM	\$ 26.59	2.65	0.93	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.71



**International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

Schedule "A"  
Effective May 1, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.I.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3.5%												
<b>Structural</b>															
General Foreman	\$ 36.83	3.68	1.29	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 50.34
+20% over JM Rate															
Foreman	\$ 35.29	3.53	1.24	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 48.60
+15% over JM Rate															
Connectors	\$ 31.60	3.16	1.11	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 44.41
Journeyman	\$ 30.69	3.07	1.07	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 43.37
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 21.48	2.15	0.75	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 32.92
2nd 1000 hours - 80% of JM	\$ 24.55	2.46	0.86	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 36.41
3rd 1000 hours - 90% of JM	\$ 27.62	2.76	0.97	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 39.89
4th 1000 hours - 95% of JM	\$ 29.16	2.92	1.02	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 41.64
<b>Rodman (Rebar)</b>															
General Foreman	\$ 35.44	3.54	1.24	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 48.76
+20% over JM Rate															
Foreman	\$ 33.96	3.40	1.19	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 47.09
+15% over JM Rate															
Journeyman	\$ 29.53	2.95	1.03	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 42.05
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 20.67	2.07	0.72	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 32.00
2nd 1000 hours = 80% of JM	\$ 23.62	2.36	0.83	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 35.35
3rd 1000 hours = 90% of JM	\$ 26.58	2.66	0.93	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.71
4th 1000 hours - 95% of JM	\$ 28.05	2.81	0.98	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 40.38

**International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

Schedule "A"  
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.I.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3.5%												
<b>Structural</b>															
General Foreman	\$ 38.94	3.89	1.36	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 52.73
+20% over JM Rate															
Foreman	\$ 37.32	3.73	1.31	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 50.90
+15% over JM Rate															
Connectors	\$ 33.36	3.33	1.17	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 46.40
Journeyman	\$ 32.45	3.24	1.14	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 45.37
<b>Apprentices</b>															
1st 1000 hours - 70% of JM	\$ 22.72	2.27	0.80	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 34.33
2nd 1000 hours - 80% of JM	\$ 25.96	2.59	0.91	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.00
3rd 1000 hours - 90% of JM	\$ 29.21	2.92	1.02	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 41.69
4th 1000 hours - 95% of JM	\$ 30.83	3.08	1.08	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 43.53
<b>Rodman (Rebar)</b>															
General Foreman	\$ 36.49	3.64	1.28	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 49.95
+20% over JM Rate															
Foreman	\$ 34.97	3.49	1.22	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 48.22
+15% over JM Rate															
Journeyman	\$ 30.41	3.04	1.06	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 43.05
<b>Apprentices</b>															
1st 1000 hours - 70% of JM	\$ 21.29	2.12	0.75	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 32.70
2nd 1000 hours = 80% of JM	\$ 24.33	2.43	0.85	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 36.15
3rd 1000 hours = 90% of JM	\$ 27.37	2.73	0.96	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 39.60
4th 1000 hours - 95% of JM	\$ 28.89	2.88	1.01	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 41.32

**International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

Schedule "A"  
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.I.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3.5%												
<b>Structural</b>															
General Foreman	\$ 41.05	4.10	1.44	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 55.13
+20% over JM Rate															
Foreman	\$ 39.34	3.93	1.38	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 53.19
+15% over JM Rate															
Connectors	\$ 35.12	3.51	1.23	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 48.40
Journeyman	\$ 34.21	3.42	1.20	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 47.37
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 23.95	2.39	0.84	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 35.72
2nd 1000 hours - 80% of JM	\$ 27.37	2.73	0.96	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 39.60
3rd 1000 hours - 90% of JM	\$ 30.79	3.07	1.08	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 43.48
4th 1000 hours - 95% of JM	\$ 32.50	3.25	1.14	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 45.43
<b>Rodman (Rebar)</b>															
General Foreman	\$ 39.66	3.96	1.39	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 53.55
+20% over JM Rate															
Foreman	\$ 38.01	3.80	1.33	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 51.68
+15% over JM Rate															
Journeyman	\$ 33.05	3.30	1.16	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 46.05
<u>Apprentices</u>															
1st 1000 hours - 70% of JM	\$ 23.14	2.31	0.81	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 34.80
2nd 1000 hours = 80% of JM	\$ 26.44	2.64	0.93	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.55
3rd 1000 hours = 90% of JM	\$ 29.75	2.97	1.04	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 42.30
4th 1000 hours - 95% of JM	\$ 31.40	3.14	1.10	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 44.18

**TRADE APPENDIX**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
AND THE CONSTRUCTION AND GENERAL LABOURERS'  
UNION, ROCK AND TUNNEL WORKERS  
LOCAL 1208**

**1.0 CLASSIFICATION**

- Class 1:** General Labourer  
Tampor Compactor  
Store & Crib Attendant  
Grouter  
Rodman on Survey  
Chalker  
Pumpman  
Spotter  
Power Saw Operator  
Brush Cutter  
Powderman Helper  
Heaters & Fuel Attendant  
Electric / Air Chipping Tool  
Sandblasting, Masonry & Concrete  
Pickup & Service Vehicle  
Grinder Operator
- Class 2:** Signal & Flagman  
Trades Helper
- Class 3:** Motorized Buggie  
Checker  
Mortar Mixer  
Compressor Operator  
Mason Tender
- Class 4:** Time Keeper / Office Clerk
- Class 5:** Vibrator Operator  
Jack Hammer Driller  
Breaker
- Class 6:** Wagon & Air Track Drill Operator  
Drill Doctor
- Class 7:** Driller / Blaster  
Powderman
- Class 8:** Diamond & Rotary Drill  
Hoist Operator  
Air Tugger
- Class 9:** Pipelayer

Class 10: Cement Patcher & Rubber

Class 11: Cement Finisher  
Instrument Man (Surveyor) Industrial

## **2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be (13 %) percent of gross wages including overtime for all employees.

## **3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefits Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

a) Health & Welfare Fund

Address: Benefit Plan Administrators  
7001 Mumford Road  
Tower 1, Suite 216  
Halifax, NS B3L 4N9

Cheque payable to: Labourers Health & Welfare Trust

b) Pension Fund

Address: Labourers Pension Fund of Central  
& Eastern Canada  
PO Box 40, Station Q  
Toronto, ON M4T 2L7

Cheque payable to: Labourers Pension Fund of Central and  
Eastern Canada

c) Market Recovery

Address: LIUNA, Local 1208  
Market Recovery Fund  
PO Box 1872  
St. John's, NL A1C 5R4

Cheque payable to: LIUNA, Local 1208

d) Industry / Training Fund

Address: Benefit Plan Administrators  
7001 Mumford Road  
Tower 1, Suite 216  
Halifax, NS B3L 4N9

Cheque payable to: Labourers Local 1208 Training Fund

e) Industry (RDC) Fund

Address: Resources Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Resources Development Council Industry Fund

f) Diversity Fund

Address: Resources Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resources Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resources Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

3.04 Union Dues

Union Dues are per Article 6 shall be forwarded to:

Address: Labourers, Local 1208  
456 Water Street  
PO Box 1872  
St. John's, NL A1C 5R4

3.05 Height Pay

The following premiums above the regular hourly rate shall be paid to Employees required under such conditions as:

A free fall height of 40 – 100 feet	\$0.70 per hour
A free fall height of over 100 feet	\$1.00 per hour

Height pay premium shall not apply where there is non-Union competition.

**4.0 FOREMEN**

4.01 An employee appointed as a Non-Working Foreman shall receive \$1.75 / hour over his/her classification. An employee appointed as a General Foreman shall receive \$2.50 / hour over his/her classification.



**Labourers' International Union Of North America and the  
Construction and General Labourers' Union, Rock and Tunnel Workers  
Local 1208**

Schedule "A"  
Wages and Fringe Benefits

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Market Recovery	Industry/ Training	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Class 1	\$ 22.50	2.25	0.68	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.28
Class 2	\$ 22.55	2.26	0.68	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.34
Class 3	\$ 22.60	2.26	0.68	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.39
Class 4	\$ 22.65	2.27	0.68	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.45
Class 5	\$ 22.70	2.27	0.68	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.50
Class 6	\$ 22.75	2.28	0.68	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.56
Class 7	\$ 23.00	2.30	0.69	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.84
Class 8	\$ 23.00	2.30	0.69	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.84
Class 9	\$ 22.93	2.29	0.69	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 36.76
Class 10	\$ 23.45	2.35	0.70	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 37.35
Class 11	\$ 23.66	2.37	0.71	3.04	4.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 37.59

**Labourers' International Union Of North America and the  
Construction and General Labourers' Union, Rock and Tunnel Workers  
Local 1208**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2010

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Market Recovery	Industry/ Training	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Class 1	\$ 23.75	2.38	0.71	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.03
Class 2	\$ 23.80	2.38	0.71	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.08
Class 3	\$ 23.85	2.39	0.72	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.15
Class 4	\$ 23.90	2.39	0.72	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.20
Class 5	\$ 23.95	2.40	0.72	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.26
Class 6	\$ 24.00	2.40	0.72	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.31
Class 7	\$ 24.25	2.43	0.73	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.60
Class 8	\$ 24.25	2.43	0.73	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.60
Class 9	\$ 24.18	2.42	0.73	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 38.52
Class 10	\$ 24.70	2.47	0.74	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 39.10
Class 11	\$ 24.91	2.49	0.75	3.13	4.50	1.00	2.00	0.20	0.01	0.05	0.30	\$ 39.34

**Labourers' International Union Of North America and the  
Construction and General Labourers' Union, Rock and Tunnel Workers  
Local 1208**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Market Recovery	Industry/ Training	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Class 1	\$ 25.00	2.50	0.75	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 39.78
Class 2	\$ 25.05	2.51	0.75	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 39.84
Class 3	\$ 25.10	2.51	0.75	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 39.89
Class 4	\$ 25.15	2.52	0.75	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 39.95
Class 5	\$ 25.20	2.52	0.76	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 40.01
Class 6	\$ 25.25	2.53	0.76	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 40.07
Class 7	\$ 25.50	2.55	0.77	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 40.35
Class 8	\$ 25.50	2.55	0.77	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 40.35
Class 9	\$ 25.43	2.54	0.76	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 40.26
Class 10	\$ 25.95	2.60	0.78	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 40.86
Class 11	\$ 26.16	2.62	0.78	3.22	4.75	1.00	2.00	0.20	0.01	0.05	0.30	\$ 41.09

**Labourers' International Union Of North America and the  
Construction and General Labourers' Union, Rock and Tunnel Workers  
Local 1208**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Market Recovery	Industry/ Training	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Class 1	\$ 26.50	2.65	0.80	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 41.78
Class 2	\$ 26.55	2.66	0.80	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 41.84
Class 3	\$ 26.60	2.66	0.80	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 41.89
Class 4	\$ 26.65	2.67	0.80	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 41.95
Class 5	\$ 26.70	2.67	0.80	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 42.00
Class 6	\$ 26.75	2.68	0.80	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 42.06
Class 7	\$ 27.00	2.70	0.81	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 42.34
Class 8	\$ 27.00	2.70	0.81	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 42.34
Class 9	\$ 26.93	2.69	0.81	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 42.26
Class 10	\$ 27.45	2.75	0.82	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 42.85
Class 11	\$ 27.66	2.77	0.83	3.27	5.00	1.00	2.00	0.20	0.01	0.05	0.30	\$ 43.09

**Labourers' International Union Of North America and the  
Construction and General Labourers' Union, Rock and Tunnel Workers  
Local 1208**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Market Recovery	Industry/ Training	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Class 1	\$ 28.00	2.80	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 43.78
Class 2	\$ 28.05	2.81	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 43.84
Class 3	\$ 28.10	2.81	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 43.89
Class 4	\$ 28.15	2.82	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 43.95
Class 5	\$ 28.20	2.82	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 44.00
Class 6	\$ 28.25	2.83	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 44.06
Class 7	\$ 28.50	2.85	0.86	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 44.34
Class 8	\$ 28.50	2.85	0.86	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 44.34
Class 9	\$ 28.43	2.84	0.85	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 44.25
Class 10	\$ 28.95	2.90	0.87	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 44.85
Class 11	\$ 29.16	2.92	0.87	3.32	5.25	1.00	2.00	0.20	0.01	0.05	0.30	\$ 45.08

**TRADE APPENDIX**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS AND**  
**LOCAL UNION 1620**

**1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

General Foreperson  
Non-working Foreperson  
Lead Lineperson  
Journey (Lineperson and/or Cable Splicer)  
Apprentices  
Utility Worker

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including over-time for all employees, paid to the Union Office on the 15<sup>th</sup> of the following month, along with a list of names and amounts for each employee to the Union Office address below.

Address: IBEW Local 1620  
67 LeMarchant Road  
St. John's, NL A1C 2G9

Cheque payable to: Vacation Pay Trust Fund

**3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made to the following addresses:

a) Health and Welfare Fund

Address: Benefit Plan Administrators  
7001 Mumford Road, Suite 216  
Halifax, NS B3L 4N9

Cheque payable to: IBEW Local 1620 Health and Welfare Benefit Trust

b) Pension Fund

Address: Benefit Plan Administrators  
7001 Mumford Road, Suite 216  
Halifax, NS B3L 4N9

Cheque payable to: IBEW Local 1620 Pension Trust Fund

c) Training and Scholarship Fund

Address: Benefit Plan Administrators  
7001 Mumford Road, Suite 216  
Halifax, NS B3L 4N9

Cheque payable to: IBEW Local 1620 Training and Scholarship Fund

d) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Council Industry Fund

e) Stabilization Fund

Address: IBEW Local 1620  
67 LeMarchant Road  
St. John's, NL A1C 2G9

Cheque payable to: IBEW Local 1620 Stabilization Fund



f) Diversity Fund

Address: Resource Development Trades Council of Newfoundland  
and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland  
and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resource Development Trades Council of Newfoundland  
and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

#### **4.0 UNION DUES**

4.01 Union Dues as per Article 6 shall be forwarded to the following address:

Address: IBEW Local 1620  
67 LeMarchant Road  
St. John's, NL A1C 2G9

#### **5.0 APPRENTICES**

5.01 The ratio of apprentices shall be a minimum of one (1) apprentice to every four (4) journeypersons and a maximum of one (1) apprentice to every one (1) journeyperson on all line construction crews where more than one (1) person is needed. The employer, where possible, agrees to alternate apprentices from hotline to cold line and vice-versa at least every three (3) months with a view to facilitating the training of said apprentices.

- 5.02 Except in the interest of safety, as stated below, the ratio of apprentices on hot line crews will be one (1) on every three (3) person truck and two (2) per truck on large crews subject to clearance from Newfoundland Light & Power Company Limited and Newfoundland & Labrador Hydro.
- 5.03 In the interest of safety, and in accordance with the Operating Lineperson's Program of Training, no first year apprentices will work on a hot line crew, no second year apprentices will work with a hot line crew working above 300 volts. Third and fourth year apprentices will work on live lines under the supervision of a qualified journeyman.
- 5.04 The Employer agrees to cooperate to the fullest extent with any government instituted Apprenticeship Training Plan including the granting of time off for yearly in school training where requested by the employee or the Department of Manpower and Industrial Relations.
- 5.05 The Employer further agrees to endeavour to do all in their power to see that apprentices are given the necessary work experience as outlined in the Operating Lineperson's Course.
- 5.06 Apprentices who have attained a certificate in the linesperson's pre-employment course will be credited with (6) months towards their apprenticeship (first year) and shall be paid first year rate for the remaining six (6) months.

## **6.0 TOOLS**

- 6.01 Employees will supply one each of the following tools:

Belt & Pole Strap  
Hooks, Pads and Straps  
10" Crescent Wrench  
12" Crescent Wrench  
Set Ratchet and Sockets (½" Drive)  
Ball Peen Hammer (2 lbs.)  
9" Klien Pliers  
Hand Line \*\*  
Straight End Screwdriver (14")  
Skinning Knife  
3' Wooden Rule \*\*  
Non-Metallic Tape Measure \*\*  
Line Level  
Brace and one Bit \*\*  
Spud Wrench (15/16")

\*\* - 1<sup>st</sup> to be supplied by employee, all others supplied by Contractor

**International Brotherhood of  
Electrical Workers and  
Local Union 1620**

Schedule "A"  
Wages and Fringe Benefits

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Stab. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
General Foreperson	\$ 27.68	2.77	0.83	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 35.89
+3.87 over JM rate												
Non-Working Foreperson	\$ 25.02	2.50	0.75	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 32.88
+1.21 over JM rate												
Lead Lineperson	\$ 24.50	2.45	0.74	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 32.30
+.69 over JM rate												
Utility Worker	\$ 17.67	1.77	0.53	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 24.58
Journey (Lineperson and/or Cable Splicer)	\$ 23.81	2.38	0.71	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 31.51
<b>Apprentices</b>												
1st year - 55% of JM	\$ 13.13	1.31	0.39	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 19.44
2nd year - 64% of JM	\$ 15.26	1.53	0.46	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 21.86
3rd year - 73% of JM	\$ 17.40	1.74	0.52	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 24.27
4th year - 82% of JM	\$ 19.54	1.95	0.59	1.00	1.80	0.25	1.00	0.20	0.01	0.05	0.30	\$ 26.69

\*In the final version of the Agreement, \$0.26 of the first year bump up of \$3.26 will be allocated to the following funds, as per the attached wage schedule – Diversity Fund (\$0.20), Canadian Building Trades Fund (\$0.01) and Newfoundland and Labrador Health Care Fund (\$0.05). The remaining \$3.00 bump up increase to gross hourly package for first year, and all other bump ups for later years, to be allocated by the Union within 1 week following ratification of the Agreement.

**TRADE APPENDIX**

**UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA AND MILLWRIGHTS  
LOCAL UNION 1009**

**1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

Millwright General Foreman  
Millwright Non-Working Foreman  
Millwright Journeyman  
Millwright Welder  
Millwright Apprentice  
Machinist

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including over-time for all employees.

**3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

a) Health and Welfare Fund

Address: Newfoundland Millwright Local 1009  
Benefit Trust Funds  
C/O Manion, Wilkins & Associates  
230 Norseman Street  
Etobicoke, ON M8Z 6A2

Cheque payable to: Newfoundland Millwright Local 1009 Benefit  
Trust Funds

b) Building Fund, Organizing Fund

Address: NL Regional Council of Carpenters, Millwrights and  
Allied Workers  
Box 3040  
Paradise NL A1L 3W2

Cheque payable to: NL Regional Council – Local 1009

c) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's NL A1E 3T9

Cheque payable to: Resource Development Council Industry Fund

d) Pension Fund

Address: Newfoundland Millwright Local 1009  
Benefit Trust Funds  
C/O Manion, Wilkins & Associates  
230 Norseman Street  
Etobicoke, ON M8Z 6A2

Cheque payable to: Newfoundland Millwright Local 1009 Benefit  
Trust Funds

e) Stabilization Fund

Address: Newfoundland and Labrador Regional Council of  
Carpenters, Millwrights and Allied Workers  
Box 3040  
Paradise, NL A1L 3W2

Cheque payable to: Stabilization Trust Fund

f) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to Newfoundland and Labrador Health Care Fund

**4.0 UNION DUES**

4.01 Union dues as per Article 6 shall be forwarded to:

Address: NL Regional Council  
Local 1009  
Box 3040  
Paradise NL A1L 3W2

Cheque payable to: NL Regional Council Local 1009

**5.0 APPRENTICES**

5.01 The apprentice ratio shall be not less than one (1) apprentice for every four (4) journeymen and not more than one (1) apprentice for one (1) journeyman.

**6.0 TOOLS**

6.01 Every employee must have and maintain a proper kit of tools and it shall be the responsibility of the Contractor in conjunction with the Shop Steward to check the employee's tools to be sure he has and maintains the required tools. This shall be a condition of employment.

- 6.02 Upon commencement of employment, an employee must present to the Contractor a list and value of personal tools of his kit.
- 6.03 Apprentices shall not be required to supply precision tools, such as a micrometer, or precision levels, but must be expected to have some of the tools of the trade as befits their experience.

## **7.0 HEALTH AND SAFETY**

- 7.01 The employer shall supply approved safety helmets and such other safety equipment as the employee is not required to provide, and when necessary, shall supply rain suit and rubber boots at no charge to the employee. Tools, safety equipment and other attire furnished by the employer shall be at the responsibility of the employee subject to normal wear and tear and shall be returned on the termination of employment or as the employer may require.



**United Brotherhood of Carpenters and  
Joiners of America and Millwrights  
Local union 1009**

Schedule "A"  
Wages and Fringe Benefits  
Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%										
General Foreman	\$ 27.60	2.76	0.83	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 40.24
+\$2.40 over JM rates													
Non-working Foreman	\$ 26.75	2.68	0.80	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 39.28
+1.55 over JM rates													
Journeyman Millwright - Welder, Machinist	\$ 25.20	2.52	0.76	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 37.53
Apprentice	\$ 15.12	1.51	0.45	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 26.13
0-1000 hours - 60% of JM													
Apprentice	\$ 16.38	1.64	0.49	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 27.56
1001-2000 hours - 65% of JM													
Apprentice	\$ 17.64	1.76	0.53	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 28.98
2001-3000 hours - 70% of JM													
Apprentice	\$ 18.90	1.89	0.57	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 30.41
3001-4000 hours - 75% of JM													
Apprentice	\$ 20.16	2.02	0.60	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 31.83
4001-5000 hours - 80% of JM													
Apprentice	\$ 21.42	2.14	0.64	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 33.25
5001-6000 hours - 85% of JM													
Apprentice	\$ 22.68	2.27	0.68	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 34.68
6001-7000 hours - 90% of JM													
Apprentice	\$ 23.94	2.39	0.72	1.65	5.14	0.35	0.35	1.00	0.20	0.01	0.05	0.30	\$ 36.10
7001-8000 hours - 95% of JM													

\*In the final version of the Agreement, \$0.26 of the first year bump up of \$3.26 will be allocated to the following funds, as per the attached wage schedule – Diversity Fund (\$0.20), Canadian Building Trades Fund (\$0.01) and Newfoundland and Labrador Health Care Fund (\$0.05). The remaining \$3.00 bump up increase to gross hourly package for first year, and all other bump ups for later years, to be allocated by the Union within 1 week following ratification of the Agreement.

**TRADE APPENDIX**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AND  
LOCAL UNION 904**

## TRADE APPENDIX

### INTERNATIONAL UNION OF OPERATING ENGINEERS, AND LOCAL UNION 904

#### **1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

##### **Operator Group 1:**

Engineers operating: mobile or crawler cranes, skyhorse, ringer and kangaroo type cranes with a manufacturer's rating of 150 tons capacity and over. Also, tower crane operators, certified divers.

##### **Operator Group 2:**

Engineers operating: mobile or crawler, cranes, skyhorse and ringer type cranes, with a manufacturer's rating of 50 – 149 tons capacity, skyway, climbing, hammerhead and kangaroo type cranes, boat operators with ticket, 1st. Class Stationary Engineers, Heavy Duty Mechanics, and Welders.

##### **Operator Group 3:**

Engineers operating: crawler cranes, clams, shovels, gradalls, backhoes, graders, draglines, dredges-suction and dipper, mobile truck cranes including Gallion and Austin-Western type, and all rough terrain type hydraulic cranes, gantry cranes, creter cranes, side booms, power hoist, mine hoist, chimney hoist, overhead cranes, tower type man and materials hoists, piledrivers, caisson boring machines, drill rigs, 2nd. Class Stationary Engineers and Pittman type cranes of 12 tons capacity and over, bulldozers, front end loaders, hydrovac operator, vacuum truck operator, off highway truck, fifth wheel truck, truck over 10 tons.

##### **Operator Group 4:**

Operators of: bullmoose, pittman type cranes of less than 12 tons capacity, air tuggers, air compressor feeding low pressure into air locks, tractors, scrapers, emcos, overhead and industrial tractors with attachments, trenching machine, mucking machines, mobile pumpcretres, side loaders, end booms, mobile pressure grease units, elevators, dinky locomotive type engines, boat operators without tickets and 3rd. Class Stationary Engineers, operators of batching and crushing plants, mechanic's helper, serviceman, concrete pump operator, block accerate mixer.

**Operator Group 5:**

Operators of 6" discharge pumps and over, wellpoint systems and all other types of dewatering systems, concrete mixers of one cubic yard and over, fork lifts, portable air compressor over 150 C.F.M. boom trucks, "A" Frames, post hole augers, gas, diesel or steam driven generators over 50 H.P. (portable), and 4th. Class Stationary Engineers. Operators of: rollers on grade work, driver mounted compaction units, concrete conveyors, and concrete pumps. Firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU or over per hour; or five or more heating units of the same job site, signalman, pumps under 6" discharge where 3 or more pumps are employed on the same job site, driver mounted power sweeper, truck crane oiler drivers, oilers, bus driver.

**Foremen**

There shall be two classes of Foremen:

Non-working Foreman  
General Foreman

**Non-Working Foreman**

The Non-working Foreman shall receive a premium of \$1.50 per hour over the hourly rate of the highest Operating Engineer classification under his supervision. When five (5) or more pieces of equipment are worked the foremen shall not be called upon to operate equipment.

**General Foreman**

Where the employer employs a General Foreman he shall receive a premium of \$1.75 per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

**Clerical Group 1:**

Office Assistant  
Receptionist  
Typist  
Clerk I  
(All office equipment other than computers)

**Clerical Group 2:**

Clerk II  
Secretary  
(Includes computers)  
Document Control

**Clerical Group 3:**

Senior Clerk

Senior Secretary

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including over-time for all employees.

**3.0 BENEFIT FUNDS**

3.01 Each Contractor shall contribute the amounts stated in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees and Social Insurance Numbers (SIN) in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

a) Benefit Plan

Each payment shall be made by a cheque made payable to:

Address: O.E. Local 904 Trust  
PO Box 96  
St. John's, NL A1C 5H5

b) Pension Plan

Each payment shall be made by a cheque made payable to:

Address: O.E. Local 904 Trust  
PO Box 96  
St. John's, NL A1C 5H5

c) Training & Promotional Fund

Each payment shall be made by a cheque made payable to:

Address: Operating Engineers Training & Promotional Fund

62 Commonwealth Avenue  
Mount Pearl, NL A1N 1W8

d) Membership Benefit Fund

Each payment shall be made by a cheque made payable to:

Address Operating Engineers Membership Benefit Fund  
62 Commonwealth Avenue  
Mount Pearl, NL A1N 1W8

e) Charity Fund

Each payment shall be made by cheque made payable to:

Address: Operating Engineers Charity Fund  
62 Commonwealth Avenue  
Mount Pearl, NL A1N 1W8

f) Industry Fund (RDC)

Each payment shall be made by cheque made payable to:

Address: Resource Development Council Industry Fund  
78 Brookfield Road  
St. John's, NL A1E 3T9

g) Operating Engineers Stabilization Fund

Each payment shall be made by cheque made payable to:

Address: Operating Engineers Stabilization Fund  
62 Commonwealth Avenue  
Mount Pearl, NL A1N 1W8

h) Diversity Fund

Each payment shall be made by cheque made payable to:

Address: Diversity Fund  
c/o Resource Development Trades Council Of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

i) Canadian Building Trades Fund

Each payment shall be made by cheque made payable to:

Address: Canadian Building Trades Fund  
c/o Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

j) NL Health Care Fund

Each payment shall be made by cheque made payable to:

Address: Newfoundland and Labrador Health Care Fund  
c/o Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

#### **4.0 UNION DUES**

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Operating Engineers Local 904  
62 Commonwealth Avenue  
Mount Pearl, NL A1N 1W8

#### **5.0 APPRENTICES**

5.01 **Hoisting and Equipment Apprentices** - Hoisting and Equipment apprentices shall be employed in the following manner: there shall be one (1) Apprentice for up to three (3) Hoisting Equipment Journeymen employed by the Employer. There shall be one (1) Apprentice employed for each multiple of four (4) Hoisting Equipment Journeymen employed by the Employer.

5.02 **Mechanic and Welder Apprentices** – Where the Employer employs more than three (3) but less than five (5) Journeymen, he shall employ at least one (1) registered apprentice. Where the employer employs more than five (5) Journeymen, he shall employ one (1) apprentice for each multiple of five (5) journeymen employed. The foregoing ratio shall apply equally to mechanics and welders.

5.03 Utilization of Apprentices/Manning of Cranes

The provisions contained in this article shall be used to the maximum extent possible for the enhancement of the Apprenticeship Program to that

end Apprentices shall be used whenever possible to carry out the provisions hereof.

- a) The following shall require one (1) Apprentice for each one (1) piece of equipment:
  - i) All conventional truck mounted or crawler cranes with a manufacturer's rating of twenty-five (25) ton capacity and over.
  - ii) All truck mounted hydraulic and rough terrain type cranes with a manufacturer's rating of one hundred (100) ton capacity and over.
  - iii) All backhoes, shovels, clams and draglines with a capacity over  $1\frac{3}{4}$  cubic yards.
- b) The following shall require one (1) Apprentice for each two (2) pieces of equipment.
  - i) Climbing, tower, traveller, hammerhead, skyway, kodiak and kangaroo type cranes.
- c) The following shall require one (1) apprentice for each four (4) pieces of equipment:
  - i) All truck mounted hydraulic and rough terrain type cranes with a manufacturer's rating between thirty (30) and one hundred (100) ton capacity.
  - ii) Backhoes, shovels, clams and draglines with a manufacturer's capacity of  $1\frac{3}{4}$  cubic yards and under.

5.04 Apprenticeship Rates and Other Conditions

The following scheme of remuneration shall apply for all apprentices:

1 <sup>st</sup>	1000 hrs. --- 60% of Group 2 Rate
2 <sup>nd</sup>	1000 hrs. --- 65% of Group 2 Rate
3 <sup>rd</sup>	1000 hrs. --- 70% of Group 2 Rate
4 <sup>th</sup>	1000 hrs. --- 75% of Group 2 Rate
5 <sup>th</sup>	1000 hrs. --- 80% of Group 2 Rate
6 <sup>th</sup>	1000 hrs. --- 90% of Group 2 Rate

- 5.05 A period shall be defined as six (6) months or one thousand (1000) working hours, whichever is greater.



- 5.06 Where an Apprentice is not available, or where the Contractor determines it inappropriate (for reasons of safety or experience) for an Apprentice to be utilized as per the foregoing, then an Oiler or Oiler Driver shall be utilized.

## **6.0 SPECIAL CONDITIONS**

### **6.01 Overtime Operations**

If an Operator is regularly assigned to a machine from Monday through Friday in a given week and productive Work is required after the normal hours of work or on the Saturday, Sunday or holiday of that week, such Operator will be assigned to such particular machine for such Saturday, Sunday or holiday work.

### **6.02 Owner Operated Equipment**

Owner Operated equipment performing work on the project shall be subject to the terms and conditions of the Agreement. Each Contractor shall advise the Council when Owner Operated Equipment is being contracted.

### **6.03 Heavy Lifting**

One (\$1.00) dollar per hour premium will be paid to operators of cranes from 225-300 tons. An additional ten (\$0.10) cents per hour will be paid to the operator for every 50 tons thereafter (i.e. 450 ton crane + \$1.30 premium).

### **6.04 Boom Premium**

Except where a Heavy Lift premium is applicable under the previous paragraph, a Boom Premium shall be paid as follows:

A boom premium of \$0.75 shall be paid to crane operators operating cranes with a boom of 140-200 ft.

A boom premium of \$1.25 shall be paid to crane operators operating cranes with a boom in excess of 200 ft.

### **6.05 Equipment Assembly**

It is agreed that the assembling and dismantling of the Contractor's construction equipment described in the Classification or falling within the

jurisdiction of the Operating Engineers, will be performed by members of the Operating Engineer's Union.

## **7.0 HEALTH AND SAFETY**

- 7.01 The employer will provide, without cost, safety hats, rain coats, rubber boots, welding helmets, safety goggles, work gloves, coveralls, and safety equipment for high voltage work for the use of employees. The employee will sign for such equipment supplied by the employer and authorize deductions of the cost from his wages if he does not return such equipment in good condition, subject to reasonable wear and tear when they are returned. Employees who fail to observe and practice the established safety and working rules of the employer shall be subject to disciplinary action.

## **8.0 EPCM**

- 8.01 The document control persons employed by the Owner's EPCM Agent working in non-confidential positions shall be included in the bargaining unit and paid the Clerical Group 2 rate. In the event the Owner's EPCM Agent employs eight (8) or more clerical staff in non-confidential positions on Site, the person regularly working in the reception position shall be a bargaining unit member and paid at the Clerical Group 1 rate while all other clerical employees of the Owner's EPCM Agent will remain outside the bargaining unit with the exception of the document control persons mentioned above.

**International Union of Operating Engineers and  
Local Union 904**

Schedule "A"

Effective May 1, 2009 or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		9%	4%											
<b>Operating Engineers</b>														
Group 1	\$ 27.17	2.45	1.08	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 39.66
Group 2	\$ 26.17	2.36	1.04	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 38.53
Group 3	\$ 25.77	2.32	1.03	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 38.08
Group 4	\$ 24.78	2.23	0.99	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 36.96
Group 5	\$ 24.04	2.16	0.96	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 36.12
<b>Apprentices</b>														
1st Period	\$ 15.70	1.41	0.62	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 26.69
60% of Group 2														
2nd Period	\$ 17.01	1.53	0.68	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 28.18
65% Group 2														
3rd Period	\$ 18.32	1.65	0.73	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 29.66
70% of Group 2														
4th Period	\$ 19.63	1.77	0.78	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 31.14
75% of Group 2														
5th Period	\$ 20.94	1.88	0.83	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 32.61
80% of Group 2														
6th Period	\$ 23.55	2.12	0.94	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 35.57
90% of Group 2														
<b>Clerical</b>														
Group 1	\$ 18.18	1.64	0.73	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 29.51
Group 2	\$ 20.40	1.84	0.82	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 32.02
Group 3	\$ 22.62	2.04	0.91	2.15	4.50	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 34.53

**International Union of Operating Engineers and  
Local Union 904**

Schedule "A"  
Effective May 1, 2010

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		9%	4%											
<b>Operating Engineers</b>														
Group 1	\$ 28.41	2.56	1.13	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 41.41
Group 2	\$ 27.41	2.47	1.09	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 40.28
Group 3	\$ 27.01	2.43	1.08	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 39.83
Group 4	\$ 26.02	2.34	1.04	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 38.71
Group 5	\$ 25.28	2.27	1.01	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 37.87
<b>Apprentices</b>														
1st Period	\$ 16.45	1.48	0.65	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 27.89
60% of Group 2														
2nd Period	\$ 17.82	1.60	0.71	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 29.44
65% Group 2														
3rd Period	\$ 19.19	1.73	0.76	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 30.99
70% of Group 2														
4th Period	\$ 20.56	1.85	0.82	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 32.54
75% of Group 2														
5th Period	\$ 21.93	1.97	0.87	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 34.08
80% of Group 2														
6th Period	\$ 24.67	2.22	0.98	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 37.18
90% of Group 2														
<b>Clerical</b>														
Group 1	\$ 19.42	1.75	0.78	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 31.26
Group 2	\$ 21.64	1.95	0.87	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 33.77
Group 3	\$ 23.86	2.15	0.96	2.25	4.75	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 36.28

**International Union of Operating Engineers and  
Local Union 904**

Schedule "A"  
Effective May 1, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		9%	4%											
<b>Operating Engineers</b>														
Group 1	\$ 29.47	2.65	1.18	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 43.16
Group 2	\$ 28.47	2.56	1.14	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 42.03
Group 3	\$ 28.07	2.53	1.12	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 41.58
Group 4	\$ 27.08	2.44	1.08	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 40.46
Group 5	\$ 26.34	2.37	1.05	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 39.62
<b>Apprentices</b>														
1st Period	\$ 17.08	1.54	0.68	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 29.16
60% of Group 2														
2nd Period	\$ 18.51	1.67	0.74	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 30.78
65% Group 2														
3rd Period	\$ 19.93	1.79	0.80	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 32.38
70% of Group 2														
4th Period	\$ 21.35	1.92	0.85	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 33.98
75% of Group 2														
5th Period	\$ 22.78	2.05	0.91	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 35.60
80% of Group 2														
6th Period	\$ 25.62	2.31	1.02	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 38.81
90% of Group 2														
<b>Clerical</b>														
Group 1	\$ 20.49	1.84	0.82	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 33.01
Group 2	\$ 22.71	2.04	0.91	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 35.52
Group 3	\$ 24.93	2.24	1.00	2.35	5.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 38.03

**International Union of Operating Engineers and  
Local Union 904**

Schedule "A"  
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		9%	4%											
<b>Operating Engineers</b>														
Group 1	\$ 30.71	2.76	1.23	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 45.16
Group 2	\$ 29.71	2.67	1.19	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 44.03
Group 3	\$ 29.31	2.64	1.17	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 43.58
Group 4	\$ 28.32	2.55	1.13	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 42.46
Group 5	\$ 27.58	2.48	1.10	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 41.62
<b>Apprentices</b>														
1st Period	\$ 17.83	1.60	0.71	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 30.60
60% of Group 2														
2nd Period	\$ 19.31	1.74	0.77	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 32.28
65% Group 2														
3rd Period	\$ 20.80	1.87	0.83	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 33.96
70% of Group 2														
4th Period	\$ 22.28	2.01	0.89	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 35.64
75% of Group 2														
5th Period	\$ 23.77	2.14	0.95	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 37.32
80% of Group 2														
6th Period	\$ 26.74	2.41	1.07	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 40.68
90% of Group 2														
<b>Clerical</b>														
Group 1	\$ 21.72	1.96	0.87	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 35.01
Group 2	\$ 23.94	2.16	0.96	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 37.52
Group 3	\$ 26.16	2.36	1.05	2.45	5.70	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 40.03

**International Union of Operating Engineers and  
Local Union 904**

Schedule "A"  
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Rate Stab Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		9%	4%											
<b>Operating Engineers</b>														
Group 1	\$ 31.95	2.88	1.27	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 47.16
Group 2	\$ 30.95	2.79	1.23	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 46.03
Group 3	\$ 30.55	2.75	1.22	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 45.58
Group 4	\$ 29.56	2.66	1.18	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 44.46
Group 5	\$ 28.82	2.59	1.15	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 43.62
<b>Apprentices</b>														
1st Period	\$ 18.57	1.67	0.74	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 32.04
60% of Group 2														
2nd Period	\$ 20.12	1.81	0.80	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 33.79
65% Group 2														
3rd Period	\$ 21.67	1.95	0.87	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 35.55
70% of Group 2														
4th Period	\$ 23.21	2.09	0.93	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 37.29
75% of Group 2														
5th Period	\$ 24.76	2.23	0.99	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 39.04
80% of Group 2														
6th Period	\$ 27.86	2.51	1.11	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 42.54
90% of Group 2														
<b>Clerical</b>														
Group 1	\$ 22.96	2.07	0.92	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 37.01
Group 2	\$ 25.18	2.27	1.01	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 39.52
Group 3	\$ 27.40	2.47	1.10	2.55	6.20	0.80	0.25	0.20	0.50	0.20	0.01	0.05	0.30	\$ 42.03

**TRADE APPENDIX**

**INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES AND  
LOCAL UNION 1984**



**1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

Apprentice  
Painter  
Glazier  
Drywall Taper  
Spray Painter  
Sand Blaster  
Vinyl Hanger  
Fireproofers  
Non-working Foreman  
General Foreman

**2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten (10%) percent of gross wages including overtime for all employees.

**3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the following month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

a) Health and Welfare Fund

Address: IUPAT - DC 39 Fund  
95 Simmonds Drive  
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

b) Pension Fund

Address: IUPAT - DC 39 Fund  
95 Simmonds Drive  
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

c) Apprentice and Training Fund

Address: IUPAT - DC 39 Fund  
95 Simmonds Drive  
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

d) Organizing Fund:

Address: IUPAT - DC 39 Fund  
95 Simmonds Drive  
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

e) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Council Industry Fund

f) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Newfoundland and Labrador Health Care Fund

**4.0 UNION DUES**

4.01 Union Dues shall be forwarded to:

Address: IUPAT – DC 39 Fund  
95 Simmonds Drive  
Dartmouth, NS B3J 1N7

**5.0 APPRENTICES**

5.01 The ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice for each three (3) Journeyman employed.

**6.0 APPRENTICE RATES**

1 <sup>st</sup> year	60% of Journeyman Wage plus all benefits
2 <sup>nd</sup> year	75% of Journeyman Wage plus all benefits
3 <sup>rd</sup> year	90% of Journeyman Wage plus all benefits

Full journeyman rates thereafter.

6.01 Apprentices shall be given one year credit for a pre-employment training course at any Newfoundland and Labrador accredited vocational school if course is completed.

**7.0 UNION DUES**

- 7.01 \$25.00 per month payable from first day worked.  
Working Dues 3% of gross (wages and holiday/vacation pay)  
Administrative Processing Fees (Initiation) for new members - \$500.00

**8.0 HEIGHT PAY**

- 8.01 If an employee is required to work at a free fall height of 50 feet or above, he shall be paid a premium of seventy five cents (75¢) above his rate.

**International Union of Painters and  
Allied Trades and  
Local Union 1984**

## Schedule "A"

Effective May 1, 2009, or start of construction, whichever is earlier.

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprenticeship + Training Fund	Organizing	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		7%	3%									
Group 1 - Painter/Glazier	\$ 24.43	1.71	0.73	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 34.28
Group 2 - Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 24.73	1.73	0.74	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 34.61
+0.30 over Group 1												
Non-working Foreman	\$ 25.43	1.78	0.76	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 35.38
+1.00 over Group 1												
General Foreman	\$ 26.43	1.85	0.79	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 36.48
+2.00 over Group 1												
<b>Apprentices</b>												
1st Year - 60% Group 1	\$ 14.66	1.03	0.43	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 23.53
2nd Year - 75% Group 1	\$ 18.32	1.28	0.54	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 27.55
3rd Year - 90% Group 1	\$ 21.99	1.54	0.65	1.75	4.00	0.55	0.55	0.20	0.01	0.05	0.30	\$ 31.59

\* The remaining increases to gross hourly package for 2010, 2011, 2012 and 2013, to be allocated by the Union within 1 week following ratification of the Agreement.

**TRADE APPENDIX**

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY  
OF THE U.S. AND CANADA, AND  
LOCAL UNION 740**

## **1.0 APPLICATION**

- 1.01 This Trade Appendix shall apply to to all aspects of the Plumbing and Pipefitting industry:

Apprentice

Journeyman (which includes Sprinkler Fitters, Plumbers, Pipefitters, High Pressure Welders, Instrument Technicians, and Refrigeration Mechanics / Technicians)

Welding Inspectors

Working Foreman

Foreman

General Foreman

## **2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

- 2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten (10%) percent of gross wages including over-time for all employees.

## **3.0 BENEFIT FUNDS**

- 3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

- 3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

- 3.03 Payments shall be made as follows:

- a) Pension, Health and Welfare, and Building, Training and Resource Fund

Address: Newfoundland Plumbers & Pipefitters  
PO Box 156  
Mount Pearl, NL A1N 2C2

Cheque payable to: Newfoundland Plumbers & Pipefitters Trust Fund

b) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1C 5J2

Cheque payable to: Resource Development Council Industry Fund

c) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1C 5J2

Cheque payable to: Diversity Fund

d) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1C 5J2

Cheque payable to: Canadian Building Trades Fund

e) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1C 5J2

Cheque payable to: Newfoundland and Labrador Health Care Fund

#### **4.0 UNION DUES**

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Newfoundland Plumbers & Pipefitters  
PO Box 156  
Mount Pearl, NL A1N 2C2



**5.0 APPRENTICES**

5.01 All apprentices shall work under the direct supervision of a working Journeyman Plumber or Fitter at all times. The ratio of apprentices shall be a minimum of one (1) apprentice for every three (3) Journeyman Plumbers or Fitters and a maximum of one (1) apprentice to one (1) Journeyman Plumbers or Fitters.

**6.0 HEIGHT PAY**

6.01 The following premiums above the regular hourly rate shall be paid to employees required to work at heights under such conditions as Temporary Staging, Scaffolding, Tower Like Structures or Structures with a direct drop of 40ft. or more:

40 to 64 feet	50 cents per hour
65 to 89 feet	60 cents per hour
90 to 124 feet	70 cents per hour
125 feet and up	Time and one half the hourly rate shall apply

**7.0 WELDING TESTS**

7.01 All welders to be engaged in work under this Trade Appendix shall be tested at the UA Local 740 Training Center prior to commencement of employment.

7.02 No welder shall be dispatched unless he/she has current tickets to perform work required.

**8.0 SPECIAL CONDITIONS**

8.01 Tools shall be supplied by the Contractor. When piping tool cribs or piping stock rooms are required on piping projects covered under the terms of this Agreement, they must be manned by all United Association Local 740 members. The employer agrees to give every consideration to older or handicapped employees to fill positions in such piping tool cribs or piping stock rooms.

8.02 All journeymen fitters, welders, and apprentices working on stainless steel, chrome-moly, galvanized or other alloy piping which are being burnt or ground and all heliarc and argon welding on heavy wall piping 120 schedule and up shall receive 80 cents above the applicable rate of pay.

- 8.03 Where an employee is required to perform his duties in an abnormally dirty area, he shall be provided with coveralls and respirators (at the employees request) while performing his duties.
- 8.04 All tacking and welding on piping shall be done by a qualified welder only. Welding mitts and goggles shall be supplied to the welder also to the fitter while he is fitting for the welder. Welding jackets shall be supplied as a tool crib item.
- 8.05 Where an employee is required to perform his duties in an area heated in excess of 100 degrees F, he shall receive \$1.00 per hour above the normal rate of pay.

## **9.0 WELDING INSPECTORS**

- 9.01 The Contractor shall name hire from any source all Welding Inspectors and they shall be paid the Foreman's rate of pay. It shall be the responsibility of the Contractor to identify qualifications for all Welding Inspectors and to ensure they meet this criteria prior to employment. It is acknowledged that the Contractor may also employ Welding Engineers or Quality Assurance who shall inspect in accordance with all applicable Industry Codes and Specifications and shall not be subject to this Agreement.

**United Association of Journeymen and Apprentices  
of the Plumbing and Pipefitting Industry  
of the U.S. and Canada, and  
Local Union 740**

## Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first.

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay	Health & Welfare Benefit	Pension Plan	Building, Training and Resource Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%								
Journeyman	\$ 30.46	3.04	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 42.64
Welding Inspector	\$ 33.51	3.35	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 46.00
+10% over JM rates										
Foreman	\$ 33.51	3.35	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 46.00
+10% over JM rates										
General Foreman	\$ 35.03	3.50	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 47.67
+15% over JM rates										
<b><u>Apprentices</u></b>										
2nd Year - 60% of JM	\$ 18.28	1.82	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 29.24
3rd Year - 70% of JM	\$ 21.32	2.13	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 32.59
4th Year - 80% of JM	\$ 24.37	2.43	1.50	5.00	2.08	0.20	0.01	0.05	0.30	\$ 35.94

\* All other bump ups for later years, to be allocated by the Union within 1 week following ratification of the Agreement.

**NON-DESTRUCTIVE TESTING SUPPLEMENT  
TO UNITED ASSOCIATION WAGE  
APPENDIX**

## **1.0 APPLICATION**

1.01 This Trade Appendix Supplement shall apply to the following classifications.

Level II Technician  
Level I Technician  
Level II Magnetic and Liquid Penetrant  
Trainee

1.02 These classifications shall perform all non-destructive testing with respect to work performed under this Trade Appendix which includes ultrasonics, radiography, magnetic particle, dye penetrant and eddy current, but does not include visual inspection, destructive testing, or laboratory testing.

## **2.0 BENEFIT FUNDS**

2.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

2.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

2.03 Payments shall be made as follows:

a) Health And Welfare

Address: D.A. Townley & Associates Ltd.  
#101-4190 Lougheed Hwy.  
Burnaby, BC V5C 6A8

Cheque payable to: NDT Industry Health and Welfare Plan

b) Pension

Address: D.A. Townley & Associates Ltd.  
#101-4190 Lougheed Hwy.  
Burnaby, BC V5C 6A8

Cheque payable to: Quality Control Council of Canada Trust Funds

c) Atlantic Region NDT Industry Training and Upgrading Fund

Address: D.A. Townley & Associates Ltd.  
#101-4190 Lougheed Hwy.  
Burnaby, BC V5C 6A8

Cheque payable to: Quality Control Council of Canada Trust Funds

d) UA Building and Training Fund\*

Address: Newfoundland Plumbers & Pipefitters  
PO Box 156  
Mount Pearl, NL A1N 2C2

Cheque payable to: Newfoundland Plumbers and Pipefitters Trust  
Fund

e) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Council Industry Fund

f) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

g) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

h) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**3.0 VACATION AND RECOGNIZED HOLIDAY PAY**

3.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten (10%) percent of gross wages including overtime for all employees.

**4.0 UNION DUES**

4.01 Union dues as per Article 6 shall be forwarded to:

Address: Newfoundland Plumbers and Pipefitters  
PO Box 156  
Mount Pearl, NL A1N 2C2

**Non-Destructive Testing (NDT) Supplement  
To United Association of Journeymen and Apprentices of the Plumbing  
and Pipefitting Industry Wage Appendix  
Local Union 740**

Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first.

Wages to be determined later, from the wages effective May 1, 2009 when the new Quality Control Agreement with the Nondestructive Testing Management Association, covering employees engaged in nondestructive testing in Canada is finalized.

RDC Fund of \$0.30 will have to be allocated from the gross hourly package.

UA Building and Training Fund (\$1.50) will have to be allocated from the gross hourly package.

\$0.26 for Diversity Fund, CBT Fund and NL Health Care Fund are allocated from first year SPO bump of \$3.26.

When May 1, 2009 NDT rates are determined, must also allocate the remaining \$3.00 SPO bump for year 1 and remaining increases for each subsequent year.



**TRADE APPENDIX**

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
AND LOCAL UNION 512**

## **1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following:

General Foreman  
Non-working Foreman  
Working Foreman  
Journeyman (including Welder)  
Air Balancing Technicians  
Apprentices

## **2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be 13 % of gross wages including over-time for all employees.

## **3.0 BENEFIT FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payment shall be made as follows:

a) Health and Welfare Fund, Pension Fund

Address: Sheet Metal Workers, Local 512  
PO Box 1473  
St. John's, NL A1C 5N8

Cheque payable to: Benefit Plan Administrators

b) Local 512 Industry Fund

Address: Sheet Metal Workers, Local 512  
PO Box 1473  
St. John's, NL A1C 5N8

Cheque payable to: Sheet Metal Workers, Local 512

c) Local 512 Assistance Fund

Address: Sheet Metal Workers, Local 512  
PO Box 1473  
St. John's, NL A1C 5N8

Cheque payable to: Sheet Metal Workers, Local 512

d) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL CA A1E 3T9

Cheque Payable to: Resource Development Council Industry Fund

e) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL CA A1E 3T9

Cheque Payable to: Diversity Fund

f) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL CA A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

g) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL CA A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

h) Union Dues

Union Dues shall be made payable to:

"Sheet Metal Workers, Local 512"

and mailed to:

Address: Sheet Metal Workers Local 512  
PO Box 1473  
St. John's, NL A1C 5N8

3.04 The following is a breakdown of the Union Dues amounts to be paid by Sheet Metal Tradespeople and Apprentices:

General Foreman	\$36.00 per week, plus 2% of Gross Pay weekly
Non-Working Foreman	\$34.00 per week, plus 2% of Gross Pay weekly
Journeyman	\$32.00 per week, plus 2% of Gross Pay weekly
Air Balancing Technician	\$32.00 per week, plus 2% of Gross Pay weekly
4 <sup>th</sup> year Apprentice	\$30.00 per week, plus 2% of Gross Pay weekly
3 <sup>rd</sup> year Apprentice	\$28.00 per week, plus 2% of Gross Pay weekly
2 <sup>nd</sup> year Apprentice	\$26.00 per week, plus 2% of Gross Pay weekly

**4.0 APPRENTICES**

- 4.01 All Apprentices shall become indentured as soon as possible and the document of indenture shall not conflict in any with the provisions of this Agreement. Contractors shall not start or indenture new Apprentice while there are any apprentices of that Contractor unemployed. Next consideration shall be given to Local Union 512 apprentices that are unemployed.
- 4.02 Apprentices may be employed at a ratio of two (2) journeymen to one (1) apprentice. This ratio will apply as long as there are apprentices unemployed on the list.
- 4.03 Second and third year apprentices shall work under the direct supervision of a Journeyman. No 4<sup>th</sup> year apprentice shall supervise another apprentice. If any Contractor lays off a 3<sup>rd</sup> or 4<sup>th</sup> year apprentice, he shall not be replaced by a 1<sup>st</sup> or 2<sup>nd</sup> year apprentice while there a 3<sup>rd</sup> and 4<sup>th</sup> year apprentices unemployed. Employers shall hire apprentices available at the time of request.

- 4.04 All apprentices shall have a log book from the Department of Labour showing the amount of hours worked at the trade.
- 4.05 The Contractor will endeavor where practical and economically feasible to expose apprentices to shop time along with field time in order to develop a well versed Journeyman.
- 4.06 Apprentices shall not be paid less than the following percentages of a Journeyman's rate:

Second Year.....	60%
Third Year.....	75%
Fourth Year .....	85%

**5.0 HEIGHT PAY**

- 5.01 The following premium above the regular hourly rate shall be paid to employees required to work at Heights where there is a possibility of a free-fall drop of 50 feet or more.

50 feet and above	\$0.75 per hour
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**6.0 SUPERVISION**

- 6.01 Working foreman may be utilized on crews of three (3) or less. On crews with more than three (3), foreman shall be non-working foreman.

**Sheet Metal Workers' International Association and  
Local Union 512**

## Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 (Industry Fund)	Local 512 (Assistance Fund)	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Journeyman	\$ 27.76	2.78	0.83	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 40.64
Working Foreman	\$ 29.01	2.90	0.88	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 42.06
+1.25 over JM												
Non-Working Foreman	\$ 29.36	2.94	0.88	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 42.45
+1.60 over JM												
General Foreman	\$ 29.86	2.99	0.90	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 43.02
+2.10 over JM												
<b><u>Apprentices</u></b>												
2nd Year - 60% of JM	\$ 16.66	1.67	0.50	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 28.10
3rd Year - 75% of JM	\$ 20.82	2.08	0.62	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 32.79
4th Year - 85% of JM	\$ 23.60	2.36	0.71	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 35.94

**Sheet Metal Workers' International Association and  
Local Union 512**

Schedule "A"  
Effective May 1, 2010

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 (Industry Fund)	Local 512 (Assistance Fund)	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Journeyman	\$ 29.31	2.93	0.88	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 42.39
Working Foreman	\$ 30.56	3.06	0.92	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 43.81
+1.25 over JM												
Non-Working Foreman	\$ 30.91	3.09	0.93	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 44.20
+1.60 over JM												
General Foreman	\$ 31.41	3.14	0.95	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 44.77
+2.10 over JM												
<b><u>Apprentices</u></b>												
2nd Year - 60% of JM	\$ 17.59	1.76	0.53	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 29.15
3rd Year - 75% of JM	\$ 21.98	2.20	0.66	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 34.11
4th Year - 85% of JM	\$ 24.91	2.49	0.75	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 37.42

**Sheet Metal Workers' International Association and  
Local Union 512**

Schedule "A"  
Effective May 1, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 (Industry Fund)	Local 512 (Assistance Fund)	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Journeyman	\$ 30.86	3.09	0.92	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 44.14
Working Foreman	\$ 32.11	3.21	0.97	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 45.56
+1.25 over JM												
Non-Working Foreman	\$ 32.46	3.25	0.97	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 45.95
+1.60 over JM												
General Foreman	\$ 32.96	3.30	0.99	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 46.52
+2.10 over JM												
<b><u>Apprentices</u></b>												
2nd Year - 60% of JM	\$ 18.52	1.85	0.56	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 30.20
3rd Year - 75% of JM	\$ 23.15	2.32	0.69	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 35.43
4th Year - 85% of JM	\$ 26.23	2.62	0.79	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 38.91



**Sheet Metal Workers' International Association and  
Local Union 512**

Schedule "A"  
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 (Industry Fund)	Local 512 (Assistance Fund)	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Journeyman	\$ 32.63	3.26	0.98	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 46.14
Working Foreman	\$ 33.88	3.39	1.02	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 47.56
+1.25 over JM												
Non-Working Foreman	\$ 34.23	3.42	1.03	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 47.95
+1.60 over JM												
General Foreman	\$ 34.73	3.47	1.05	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 48.52
+2.10 over JM												
<b><u>Apprentices</u></b>												
2nd Year - 60% of JM	\$ 19.58	1.96	0.59	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 31.40
3rd Year - 75% of JM	\$ 24.47	2.45	0.73	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 36.92
4th Year - 85% of JM	\$ 27.74	2.77	0.83	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 40.61

**Sheet Metal Workers' International Association and  
Local Union 512**

Schedule "A"  
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 (Industry Fund)	Local 512 (Assistance Fund)	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		10%	3%									
Journeyman	\$ 34.40	3.44	1.03	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 48.14
Working Foreman	\$ 35.65	3.57	1.07	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 49.56
+1.25 over JM												
Non-Working Foreman	\$ 36.00	3.60	1.08	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 49.95
+1.60 over JM												
General Foreman	\$ 36.50	3.65	1.10	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 50.52
+2.10 over JM												
<b><u>Apprentices</u></b>												
2nd Year - 60% of JM	\$ 20.64	2.06	0.62	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 32.59
3rd Year - 75% of JM	\$ 25.80	2.58	0.77	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 38.42
4th Year - 85% of JM	\$ 29.24	2.92	0.88	1.50	6.00	0.21	1.00	0.20	0.01	0.05	0.30	\$ 42.31

**TRADE APPENDIX**

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND  
LOCAL UNION 855**

## **1.0 APPLICATION**

1.01 This Trade Appendix shall apply to the following classifications:

### **GROUP 1**

Bombardier, nodwell driver, track truck, farm type tractor, preheat truck, pick-up or car (except when used by supervisory personnel, office staff, field engineering crews and maintenance crews) pilot car, fuel truck helper, fuel pump attendants and small boat operators.

### **GROUP 2**

Tree farmer, belly dump, hovercraft, picker/boom truck (under 12 ton), dump truck, fuel truck (under 2000 gallons), garbage truck, lugger truck, rolloff truck, compactor truck, vacuum truck, bus, water truck, manhaul, crewcab, propane truck, owner operators of dump trucks, semi-dump and fifth wheel.

### **GROUP 3**

Lowbed trucks, picker/boom truck (over 12 ton), bed tandem, concrete transit mix driver, magnum driver, fuel truck (over 2000 gallons), flat deck, articulate dumps, side dumps, dynamite truck, cat truck, rock truck, semi-trailer, pipe and pole trailer, light duty and heavy duty mechanics, forklifts and crane mobiles (used in warehouse area) and warehouse personnel.

**GROUP 4** Emergency Medical Attendant

**GROUP 5** Duty Nurse

**GROUP 6** Owner/Operators

## **2.0 VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen percent (13%) of gross wages including overtime for all employees.

### **3.0 FOREPERSONS**

Working Foreman	\$1.00 per hour extra over the highest wage group supervised
Non-Working Foreman	\$1.50 per hour extra over the highest wage group supervised
General Foreman	\$1.75 per hour extra over the highest wage group supervised
Dispatcher	\$1.50 per hour extra over the highest wage group dispatching for

The ratio for working foreman shall be one (1) to eight (8) employees, one (1) working foreman.

### **4.0 BENEFIT FUNDS**

4.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15<sup>th</sup> of the month following in which the hours were earned.

4.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

4.03 Payments shall be made as follows:

a) Health and Welfare Fund

Address: Global Benefits  
545 Wilson Avenue  
Toronto, ON M3H 1V2

Cheque payable to: Teamsters Local 855 Health and Welfare Trust  
Fund

b) Industry Fund (RDC)

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Council Industry Fund

c) Pension Fund

Address: Industrial Alliance  
238 Brownlow Avenue, Suite 320  
Dartmouth, NS B3B 1Y2

Cheque payable to: Industrial Alliance/Teamsters Local 855  
Pension Plan

d) Advancement Fund

Address: Teamsters Union Local 855  
PO Box 1472, Stn. C  
St. John's, NL A1C 5N8

Cheque payable to: Teamsters Local 855 Advancement Fund

e) Diversity Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Diversity Fund

f) Canadian Building Trades Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

g) NL Health Care Fund

Address: Resource Development Trades Council of  
Newfoundland and Labrador  
78 Brookfield Road  
St. John's, NL A1E 3T9

Cheque Payable to: Newfoundland and Labrador Health Care Fund

**5.0 UNION DUES**

5.01 Union dues shall be forwarded and payable to:

Address: Teamsters Local 855  
PO Box 1472, Stn. C  
St. John's, NL A1C 5N8

**6.0 TOOLS**

6.01 Mechanics shall provide and maintain hand tools necessary to the job.

**7.0 OWNER/OPERATORS (GROUP 6)**

7.01 The wages for Owner/Operator truck drivers shall be set by the Association in consultation with the local Union.

7.02 The Association shall, in consultation with the local Union, develop rules and regulations for the hiring and dispatching of Owner/Operators.

**MEDICAL SUPPLEMENT TO TEAMSTERS  
TRADE APPENDIX**

**1.0 APPLICATION**

1.01 This supplement shall apply to the following:

Emergency Medical Technician (Emergency Medical Attendants)  
Registered Nurse (Duty Nurse)

**2.0 BENEFITS**

2.01 All employees under this Supplement will participate in the Employer's benefit package which includes Group Insurance and Pension.

2.02 The wages for the Emergency Medical Attendant and Duty Nurse shall be as per Schedule "A". The Association may adjust the Emergency Medical Attendant and Duty Nurse wages at a later date in consultation with the local Union.

**3.0 HIRING**

3.01 Recruitment and selection of all employees shall be the sole responsibility of the Contractor. All hires shall be referred by the local union office and the Council office.

**4.0 STANDBY AND CALL BACK**

4.01 Employees may be required to be on standby during their off hours while on site. An employee called back to work outside his regularly scheduled hours shall receive the applicable overtime rate for all hours worked on the call back. (Minimum one hour per call back.)

**5.0 EMERGENCY MEDICAL ATTENDANTS AND DUTY NURSES SPECIAL CONDITIONS**

5.01 Hours of Work for the Emergency Medical Attendants may be made up of seven (7) consecutive twelve (12) hour shifts and seven (7) consecutive days off. The employee, when working this schedule, shall be paid one hundred and six (106) hours at his straight time rate of pay for such eighty-four (84) hours worked.



**The International Brotherhood of Teamsters and  
Local Union 855**

## Schedule "A"

Effective May 1, 2009, or the commencement of construction, whichever occurs first.

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Advancement Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
		9%	4%								
Group 1 (Single Axle)	\$ 27.56	2.48	1.10	1.60	1.65	0.50	0.20	0.01	0.05	0.30	\$ 35.45
Group 2 (Dual Axle/Tandem Axle)	\$ 27.77	2.50	1.11	1.60	1.65	0.50	0.20	0.01	0.05	0.30	\$ 35.69
Group 3 (Heavy Trucks/Off Highway)	\$ 27.99	2.52	1.12	1.60	1.65	0.50	0.20	0.01	0.05	0.30	\$ 35.94
Group 4 (EMA)	\$ 32.10	2.89	1.28	Provided by Employer		0.50	0.20	0.01	0.05	0.30	\$ 37.33
Group 5 (Duty Nurse)	\$ 39.31	3.54	1.57	Provided by Employer		0.50	0.20	0.01	0.05	0.30	\$ 45.48
Group 6 (Owner/Operator)*	See 7.0 of this Trade Appendix										

The remaining bump ups for later years, to be allocated by the Union within 1 week following ratification of the Agreement.

**TRADE APPENDIX**

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS AND  
LOCAL UNION 125 A**

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