

COLLECTIVE AGREEMENT

BETWEEN

LONG HARBOUR EMPLOYERS ASSOCIATION INC.

and

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

FOR

**THE CONSTRUCTION PHASE OF THE
VALE 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 "H" 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 or any contractors retained on behalf of the Owner associated with the operations of the Long Harbour Processing Plant.
- 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 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.
- (k) "Hour earned" is determined by taking an hour worked by the employee and multiplying it by the applicable straight time or overtime premium. For example, one hour worked at straight time is one hour earned and one hour worked at double time is two hours earned.

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 (15th) 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), hiring shall be done in cooperation with the Unions, with fifty percent (50%) / fifty percent (50%) Union / Contractor name hire directly from the Union out-of-work list. The Union shall select the first (1st) worker from the Union out-of-work list, and the Contractor shall select the second (2nd) worker from the Union out-of-work list. The Union shall select the third (3rd) worker from the Union out-of-work list and the Contractor shall select the fourth (4th) worker from the Union out-of-work list. This sequence shall be repeated for all the remaining hires from the Union's out-of-work list.
- (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;

- (iii) all employees represented by Hotel Employees and Restaurant Employees International Union and Local Union 779; and
- (iv) 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.
- 7.10 The Parties agree that highly qualified supervision and trained union stewards are important to the success of the Project. Supervisors and stewards will be required to complete a formal training program within a reasonable period of time of being hired as a supervisor, or after the appointment of a steward. The parties will collaborate to allocate \$1.5M from available funding for the purposes of developing and delivering such training.

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/Contractor 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 The Diversity Fund shall have a remaining balance of \$1M as of December 31, 2013. The Diversity Fund shall support initiatives as per Article 11.05 to further the principles of a diverse workforce on the Site.

Such 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. Any remaining and unused diversity funds as of December 31, 2013 will be allocated to the RDTC to establish an Employee and Family Assistance Program for the RDTC members.

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.
 - (d) The Council will take all necessary steps to ensure that slowdowns or work stoppages will not occur on Site for any reason. The Council supports and agrees to comply with the provisions of the Agreement in respect to grievance and arbitration, to resolve any issues that may arise between the Council, its union members or employee(s) and the LHEA or its Contractor members. Accordingly the parties agree as follows:
 - (i) After the Association and/or Contractor, has completed an investigation, consulted with the Council as to the outcome of the investigation, and determines that employee(s) have violated Article 12.01 or 12.02, the employee(s) that instigated the strike shall be terminated and shall not be referred by the Council or any of its Union members to the Site. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 12.01 or 12.02 has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty.

- (ii) After the Association and/or Contractor, has completed an investigation, consulted with the Council as to the outcome of the investigation, and determines that employee(s) have violated Article 12.01 or 12.02, such employee(s) shall be terminated and shall not be referred by the Council or its members to the Site. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 12.01 or 12.02 has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty unless there are exceptional mitigating circumstances.
- (iii) iii. After the Association has completed an investigation, consulted with the Council as to the outcome of the investigation, and determines that there has been a violation of Article 12.01 or 12.02, by members of a Union or Unions the amended Article 24.03(c) described in paragraph 1 above, shall revert back to its original language for the Unions that had members violate Article 12, being the following:

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 \$70.00 per day payable for seven (7) days per week in which the employee is scheduled to work.
- (iv) Nothing herein shall be interpreted or construed to permit or restrict access to the grievance and arbitration provisions or to limit the remedies available to the Association and/or Contractor or Council in the event of a violation of Article 12.01 or 12.02.

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 endeavour 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 Council 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 jurisdictional umpires acceptable to both Parties. Each party to the hearing shall bear its own expenses for the hearing and agree that the fees and expenses of the umpire shall be borne by the losing party or parties, as determined by the umpire. In exceptional circumstances, the losing party may request the Liaison Committee to review an order as it pertains to the payment of fees and expenses to be paid by the losing party.
- 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. The Council will ensure that the Union(s) shall comply with the provisions of this Article and the procedures therein. Such Union(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 the issue to the LHEA Contractor Representative and the RDTC Site Representative within four (4) days after the circumstances giving rise to the issue have occurred or originated or within four (4) days of the employee becoming aware of such circumstances. If no resolution can be achieved, on day six (6), the Council Representative shall notify the Association Representative of the issue. If still no resolution can be achieved, on day eight (8), the Council Representative shall submit a written grievance to the LHEA Contractor Representative and the Association Representative. 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 LHEA Contractor Representative shall respond to the grievance in writing by day ten (10). Settlement 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 Council Representative shall by day eleven (11) refer the grievance to Step 2 in which case the Council Representative, The Local Union Representative, the Association Representative, the LHEA Contractor Representative and the employee, assisted by the steward, shall meet by day fifteen (15) to discuss the matter. The Association Representative shall respond to the grievance in writing by day sixteen (16). If such a meeting is not held the matter shall be referred to Step 3 by day seventeen (17).

STEP 3: Should the matter be referred to Step 3, by day twenty (20), the Council Representative, the Local Union Representative, the Association Representative and the LHEA Contractor Representative, shall meet to discuss the matter. The Association shall respond to the grievance in writing by day twenty-one (21). If no resolution can be achieved, by day twenty-five (25) the RDTC Grievance Review Committee shall meet to discuss the matter and to determine if the matter will be settled, withdrawn or referred to arbitration. If no resolution can be achieved through the above procedure, by day twenty-seven (27) either of the Parties may refer the matter to arbitration in accordance with the procedure contained in Article 17.03.

- 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 the same day of the Step 3 referral to arbitration (day 27). 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, except when otherwise mutually agreed by the parties. (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. Saturdays, Sundays and recognized holidays as listed in Article 22.02 shall be excluded from any time limits.

Day 1 – Issue

Day 5 – Last day for issue to be verbally presented to contractor

Day 6 – Last day for Council notify Association

Day 8 – Last day for filing of written grievance

Day 10 – Last day for Step 1 written response

Day 11 – Last day for referral to Step 2

Day 15 – Last day for Step 2 meeting

Day 16 – Last day for Step 2 written response
 Day 17 – Last day for referral to Step 3
 Day 20 – Last day for Step 3 meeting
 Day 21 – Last day for Step 3 written response
 Day 25 – Last day for RDTC Grievance Review Committee
 Day 27 – Last day for Referral to arbitration/appointment of arbitrator

- 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.
- 17.10 The Parties may, by mutual consent (in writing) treat dismissal and/or policy grievances as grievances commencing at Step 3.
- 17.11 The Council, its Union members, the LHEA and its Contractor members are committed to encouraging speedy resolution of all issues that may arise on Site, to promote and ensure good working relationships between the Contractors, the Council, its Union members and all workers on Site. The Parties further agree to work collaboratively to ensure the number of grievances that are filed are reduced, that grievances are only filed after there has been strict compliance with the first step of the grievance process and that issues that become grievances are not without merit.

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 by the Site Representative. 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 without interfering with the progress of the work.
- 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 (either before or after the shift) in excess of the regular work schedule of eight (8) hours per day at double the straight time rate of pay; and
- (b) all hours worked on any Saturday and Sunday of any work schedule shall be 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;
- (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; and
- (d) all hours worked in excess of the regular work schedule (either before or after the shift) shall be paid at double the straight time rate of pay up to the start of such employee's next regular schedule (for example, when working regularly

scheduled ten (10) consecutive ten (10) hour work days, the eleventh day will be paid at double time.

- 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.
- 19.11 (a) In circumstances where it is determined by the contractor that the first overtime meal will not be provided after the completion of a ten (10) hour shift, as per Article 19.10, the employee shall be paid one half (1/2) hour at the applicable overtime rate of pay and receive a meal allowance of \$25.00 in lieu of the meal.
- (b) Where a general foreman or foreman has to extend his/her shift (early start or late quit) for the purpose of organizing work or facilitating a transition to another shift (up to a maximum of one (1) hour), Article 19.10 will not apply unless these provisions are applicable to employees in the crew under the supervision of the above general foreman and/or foremen. The general foreman and/or foremen shall be compensated at the overtime rate of pay for the time involved.
- 19.12 (a) Workers shall be diligent in respecting start times, shift completion times, meal breaks and rest break periods. The Parties are committed to delivering value for paid time. Accordingly, unless some other reporting location is designated by the Contractor, workers shall report to their designated place of work and be prepared to commence work at the scheduled starting time for their respective shifts.
- (b) LHEA and RDTC support a site wide policy of discipline to address non-compliance with 19.12. Violations of 19.12 will be subject to progressive discipline comprised of Step 1 – verbal warning, Step 2 – written reprimand, Step 3 – 5 day suspension and Step 4 – termination of employment. Penalties for other absences without permission will be dealt with based on the severity of the infraction.
- 19.13 The RDTC will support foreman and general foreman who are required to enforce the break times and quit times of their crews.

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 "H".

22.02 The following recognized holidays will be observed:

New Year's Day	Labour Day
St. Patrick's Day	Remembrance Day
Good Friday	Christmas Eve
St. George's Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (first Monday in August)	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 is subject to operational needs, but will 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 kilometres 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 kilometres but less than one-hundred (100) road kilometres 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 kilometre between the above noted two points by the most direct route to be paid for each day worked with the normal pay day. (Increasing to \$0.85 per road kilometre effective July 15, 2013.)
- 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 hire, an employee shall be paid a transportation allowance equal to the actual road kilometres traveled from his/her permanent residence times the applicable road kilometre rate of travel allowance and pay at his regular rate on

the basis of one hour for each seventy (70) road kilometres traveled to a combined maximum of four-hundred dollars (\$400).

- (c) Subject to subparagraph (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 board allowance of one hundred and twenty-eight dollars (\$128.00) per day worked (working on site at least one half of the employee's shift) increasing to one hundred and thirty-two dollars (\$132.00) per day worked (working on site at least one half of the employee's shift) effective May 1, 2014.
- (d) When laying off an employee, the employee shall be paid a transportation allowance equal to the actual road kilometres traveled to his/her permanent residence times the applicable road kilometre rate of travel allowance and pay at his/her regular rate on the basis of one (1) hour for each seventy (70) road kilometres traveled to a combined maximum of four-hundred dollars (\$400).
- (e) For those employees working a seven days on, seven days off work schedule, and permanently residing outside the travel zone of Article 24.01 (b) who chose 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 seventy-two dollars (\$72.00) per day worked for seven (7) days per week in which the employee is scheduled to work and for the seven (7) days per week during their days off, commonly referred to as turnaround days.
- (f) In addition to Article 24.03 (e), employees working seven (7) consecutive twelve (12) hour shifts and seven (7) consecutive days off, who are paid one hundred and six (106) hours at the straight time hourly rate of pay for such eighty-four (84) hours worked shall receive one hundred and twenty five dollars (125.00) per week which shall be effective April 1, 2014.

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 "H".
- 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 "H". 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 Canadian Building Trades Fund, the Newfoundland and Labrador Health Care Fund and the Resource Development Trades 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. Requests for such leave shall be made in writing at least one (1) week in

advance; such leave request is subject to operational needs, but will 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, layoffs shall be conducted on a rotating basis from the contractor name hire/union supplied list with the Contractor selecting first (1st) employee to be laid off from the Contractor name hire list and the Contractor shall select the second (2nd) employee to be laid off from the Union supplied list. The Contractor shall select the third (3rd) employee to be laid off from the Contractor name hire list and the Contractor shall select the fourth (4th) employee to be laid off from the Union supplied list. This sequence shall be repeated for all the remaining lay-offs. The last employee 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 Contractor shall contribute thirty cents (\$0.30) per person hour earned to the Newfoundland and Labrador Health Care Fund, which shall be included in each Trade Appendix. Disbursements from this fund shall be made in accordance with the following:

- (b) \$0.10 per person hour earned to be directed to the Health Care Foundation on a quarterly basis.
- (c) \$0.05 per person hour earned to be allocated to the RDTC to maintain the EFAP program for RDTC members, with any surplus funds to be allocated to the Health Care Foundation on a quarterly basis.
- (d) \$0.15 per person hour earned to be allocated by agreement of a joint Association and Council committee, with equal representation from each Party, to address health care needs within the province, with any surplus funds to be allocated to the Health Care Foundation every six months.

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.
- 36.04 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.
- 36.05 (a) 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.
- (b) The Parties agree that for the purpose of commissioning work to be performed by Union members as provided in Article 36.05 (a), such article is amended to provide that a contractor will be retained to perform commissioning work. The Commissioning Contractor will meet with the Council to establish the flexibility necessary from the trades to be employed on the commissioning team in order to perform the work in the most efficient and productive manner as possible to support commissioning and start-up of operations of the Long Harbour Processing Plant in 2013. The Council therefore agrees to enter into a further Memorandum of Understanding establishing those provisions of the Special Project Collective Agreement to be waived in respect of that commissioning contractor and commissioning team in order to facilitate the most efficient and productive performance of the commissioning work, while maintaining the rates of pay and benefits of the Special Project Collective Agreement, attached as Schedule "H".

Signed at St. John's, Newfoundland this 24th day of March, 2009.

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

[Original Signed]

Cal Jones
President

[Original Signed]

David Wade
Executive Director

[Original Signed]

Robert Blakely
Director of Canadian Affairs

LONG HARBOUR EMPLOYERS ASSOCIATION INC.

[Original Signed]

Mark Sheppard
Director

[Original Signed]

Dan Donnelly
Director

**SIGNED AT ST. JOHN'S, NEWFOUNDLAND THIS 24TH DAY OF MARCH, 2009 BY THE
INDIVIDUAL MEMBERS OF THE RESOURCE DEVELOPMENT TRADES COUNCIL OF
NEWFOUNDLAND AND LABRADOR**

[Original Signed]

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

[Original Signed]

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

[Original Signed]

International Union of Bricklayers and Allied
Craftsmen

[Original Signed]

International Union of Bricklayers and Allied
Craftsmen, Local 1

[Original Signed]

United Brotherhood of Carpenters and
Joiners of America and Carpenters

[Original Signed]

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

[Original Signed]

International Brotherhood of Electrical
Workers

[Original Signed]

International Brotherhood of Electrical
Workers Local 2330

[Original Signed]

Hotel Employees and Restaurant
Employees International

[Original Signed]

Hotel Employees and Restaurant Employees
International, Local 779

[Original Signed]

International Association of Heat and Frost
Insulators and Asbestos Workers

[Original Signed]

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

[Original Signed]

International Association of Bridge,
Structural, Ornamental and Reinforcing
Ironworkers

[Original Signed]

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

[Original Signed]

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

[Original Signed]

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

[Original Signed]

International Brotherhood of Electrical Workers

[Original Signed]

International Brotherhood of Electrical Workers, Local 1620

[Original Signed]

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

[Original Signed]

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

[Original Signed]

International Union of Operating Engineers

[Original Signed]

International Union of Operating Engineers, Local 904

[Original Signed]

International Union of Painters and Allied Trades

[Original Signed]

International Union of Painters and Allied Trades, Local 1984

[Original Signed]

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

[Original Signed]

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

[Original Signed]

Sheet Metal Workers' International Association

[Original Signed]

Sheet Metal Workers' International Association, Local 512

[Original Signed]

International Brotherhood of Teamsters

[Original Signed]

International Brotherhood of Teamsters, Local 855

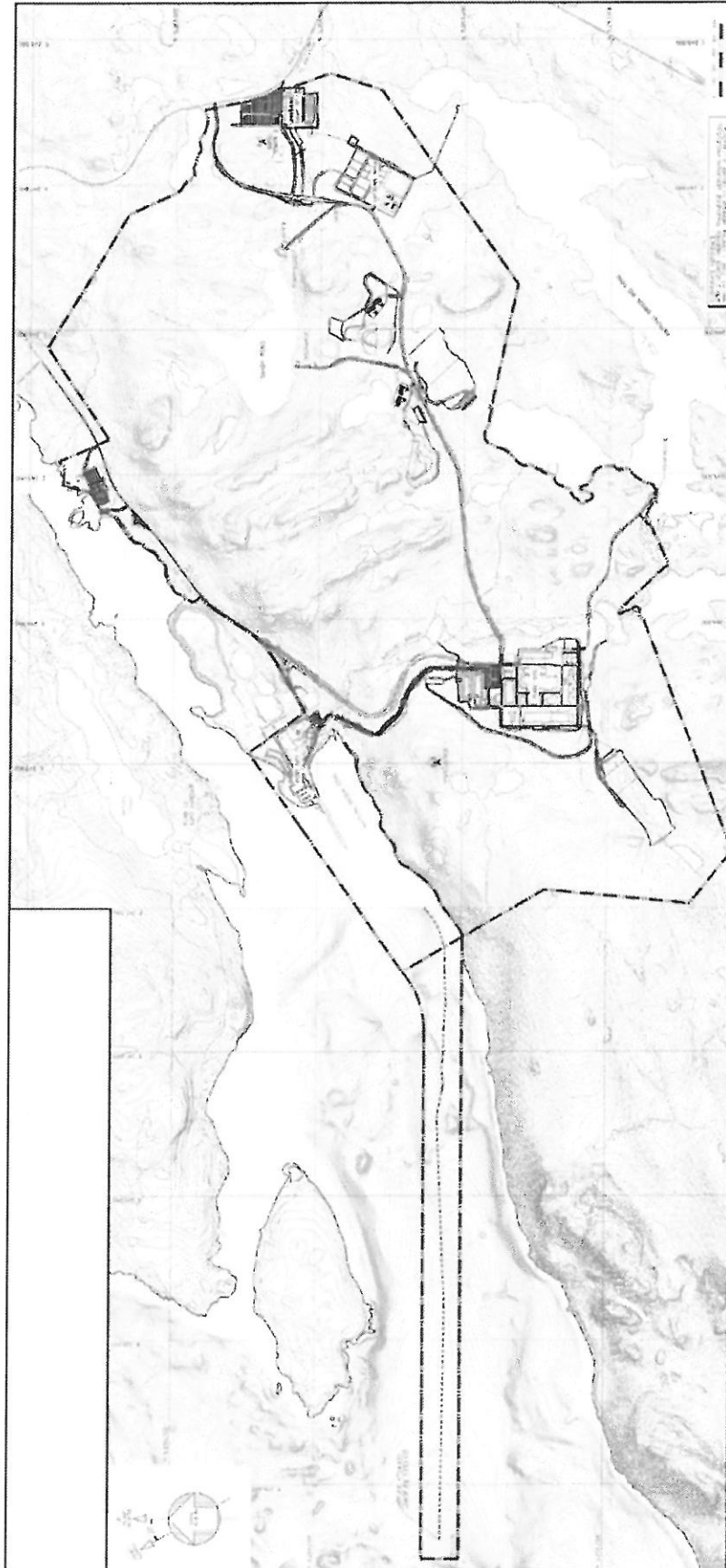
[Original Signed]

International Union of Elevator Constructors

[Original Signed]

International Union of Elevator Constructors,
Local Union 125 A

SCHEDULE A
SITE PLAN



SCHEDULE B
UMPIRE'S RULE OF PROCEDURE

SCHEDULE B

JURISDICTIONAL UMPIRE – TERMS OF REFERENCE

SECTION I: 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 status as an Agreement of Record.

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

"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 to 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 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 International Constitution 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" 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.

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

1. (a) All requests for services of an Umpire shall be made to the RDC Office at 78 Brookfield Road, St. John's, NL.
- (b) Any request for the services of an Umpire shall contain the following information:
 - (i) copy of the final assignment.
 - (ii) name and address of the Contractor.
 - (iii) name(s) of the disputing trade(s).
 - (iv) detailed description of the disputed work
 - (v) basis of claim to the work when a request is received from a union
- (c) A Union shall file one copy of each request for a decision. The Contractor and/or Association 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
- (d) 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.
- (e) 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.

- (f) Where a request for a decision has been filed with the Umpire by the Union, the affected Contractor and/or Association shall be notified and shall be requested to appear at the hearing and furnish a full description of the disputed work.

SECTION III

2. (a) The factors to be used by the Umpire in assigning disputed work are:
 - (i) Agreements of Record (Attested Agreements shall have priority over Non-Attested Agreements)
 - (ii) Decision of Record
 - (iii) Agreement between the crafts to the dispute
 - (iv) Prevailing practice in Newfoundland and Labrador
 - (v) Trade practice in the industry
- (b) 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 practise of the employer shall not be ignored.
- (c) 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.
- (d) 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.
- (e) The Umpire shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower rank criteria is relied upon, the Umpire shall explain why the higher ranked were not deemed applicable. The Umpire's decision shall only apply to the job in dispute.
- (f) All parties will be given a copy of the Umpire's decision on or before Day 20 as per Article 15:04, if possible. If the Umpire changes the final assignment, the association and/or the Contractor who assigned the work shall be instructed to change the final assignment to comply with the decision.
- (g) The affected Unions and Contractor shall promptly comply with each decision of the Umpire.

SECTION IV 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 V.

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 forth-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 and award costs, including a directive to make a specific assignment of work.

- (a) He shall 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 fine shall be paid to the Council and submitted to the Newfoundland and Labrador Health Care Fund. Should a member of either party to the 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.
- (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 further or additional action he deems necessary to secure compliance with his decision.
- (d) The Umpire shall determine the losing party in each case. If the Contractor or Association's final assignment is changed by the Umpire, the Contractor or Association (whichever party made the assignment) AND the assigned trade are the losing parties, and they shall equally share the Umpire's fees and expenses. If the Contractor or Association's final assignment is not changed by the Umpire, the claiming trade shall pay the Umpire's fees and expenses.

SECTION V RECOURSE

Any party or person bound by a decision of the Umpire may apply for a Jurisdictional award to 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 Section III.

SCHEDULE C
LIST OF ARBITRATORS

List of Arbitrators

The following are the five (5) arbitrators to be selected in rotation as per Article 17.03 of the Agreement:

1. David Alcock
2. Dennis Browne
3. John Clarke
4. Jim Oakley
5. John Roil

SCHEDULE D
WAGE INCENTIVE PLAN

Wage Incentive Plan

- a) A LHPP Incentive Bonus will be payable by contractors of the Long Harbour Employer's Association (LHEA) to their employees working on the Long Harbour Construction Project provided that the eligibility criteria for the incentive is met and provided that employees of the contractors are covered by the Special Project Collective Agreement between the LHEA and the Resource Development Trades Council (RDTC) ("Eligible Employees").
- b) The Incentive Bonus commences January 21, 2014, is payable separately as a bonus, and is not included in the hourly base rate of Eligible Employees.
- c) An Eligible Employee who maintains full-time attendance working all the hours, including strict adherence to break times and quit times, for each scheduled shift and working all scheduled shifts in a rotation for that employee and also remains continuously employed with that contractor up to the end of the pay period in the quarter in which the incentive is payable (or the employee's normal date of layoff should it occur earlier) shall be paid two dollars (\$2.00) for each hour earned by the employee in his/her rotations during that quarter.
- d) In addition, an Eligible Employee who remains continuously employed with that contractor up to the end of the pay period in the quarter in which the incentive is payable (or the employee's normal date of layoff should it occur earlier) shall be paid two dollars (\$2.00) for each hour earned by the employee in his/her rotations during that quarter.
- e) This incentive shall be calculated three months at a time and paid out in the pay period the following month, e.g. January to March calculation period and paid in April, and for each remaining three month period in the calendar year.
- f) The only absence that will not result in loss of premium in clause (c) are
 - i. Bereavement leave in accordance with Article 26.01
 - ii. Jury duty in accordance with the Jury Act
 - iii. Special circumstances that require leave for urgent personal reasons approved on an individual basis by the Association and the Council
- g) For clarity, violations of the criteria around attendance in clause (c) shall only result in loss of the \$2 per hour earned attendance incentive for the full rotation in which it occurred, in accordance with the employee's work schedule.

SCHEDULE E
JANUARY 10, 2014 MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN: RESOURCE DEVELOPMENT TRADES COUNCIL OF
NEWFOUNDLAND AND LABRADOR ("RDTC" or "COUNCIL")

AND: LONG HARBOUR EMPLOYERS' ASSOCIATION ("LHEA" or
"ASSOCIATION")

Re: Amendments to Special Project Collective Agreement

WHEREAS RDTC and LHEA have agreed to make certain amendments to the Special Project Collective Agreement and to take proactive steps to communicate, promote and support such amendment to all workers on Site and all workers who come to work on Site.

The Parties therefore agree to amend the Special Project Collective Agreement effective as of date of signing by both parties, except where otherwise noted, as follows:

1. Article 3.04 in the current agreement is deleted and replaced with the following:

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 or any contractors retained on behalf of the Owner associated with the operations of the Long Harbour Processing Plant.
2. Article 7.02 (a) in the current agreement is deleted and replaced with the following:

7.02 (a) Subject to Article 7.01 and Article 7.02 b), hiring shall be done in cooperation with the Unions, with fifty percent (50%) / fifty percent (50%) Union / Contractor name hire directly from the Union out-of-work list. The Union shall select the first (1st) worker from the Union out-of-work list, and the Contractor shall select the second (2nd) worker from the Union out-of-work list. The Union shall select the third (3rd) worker from the Union out-of-work list and the Contractor shall select the fourth (4th) worker from the Union out-of-work list. This sequence shall be repeated for all the remaining hires from the Union's out-of-work list.
3. Article 27.03 in the current agreement is deleted and replaced with the following:

The contractors shall retain their employees based upon the competence and qualifications necessary to complete the remaining work. Subject to the foregoing, layoffs shall be conducted on a rotating basis from the contractor

name hire/union supplied list with the Contractor selecting the first (1st) employee to be laid off from the Contractor name hire list and the Contractor shall select the second (2nd) employee to be laid off from the Union supplied list. The Contractor shall select the third (3rd) employee to be laid off from the Contractor name hire list and the Contractor shall select the fourth (4th) employee to be laid off from the Union supplied list. This sequence shall be repeated for all the remaining lay-offs. The last employees to be laid off will be members of the Unions, subject to the herein Article 27.03.

4. A new article 7.10 shall be included in the agreement to provide as follows:

7.10 The Parties agree that highly qualified supervision and trained union stewards are important to the success of the Project. Supervisors and stewards will be required to complete a formal training program within a reasonable period of time of being hired as a supervisor, or after the appointment of a steward. The Parties will collaborate to allocate \$1.5M from available funding for the purposes of developing and delivering such training.

5. Article 11.06 in the current agreement is deleted and replaced with the following:

11.06 The Diversity Fund shall have a remaining balance of \$1M as of December 31, 2013. The Diversity Fund shall support initiatives as per Article 11.05 to further the principles of a diverse workforce on the Site.

Such 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. Any remaining and unused diversity funds as of December 31, 2013 will be allocated to the RDTC to establish an Employee and Family Assistance Program for RDTC members.

6. Article 25.07 in the current agreement is deleted and replaced with the following:

25.07 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.

7. Article 32.01 in the current agreement is deleted and replaced with the following:

- 32.01 The Owner or Association shall contribute thirty cents (\$0.30) per person hour earned to the Newfoundland and Labrador Health Care Fund. Disbursements from this fund shall be made in accordance with the following:
- \$0.10 per person hour earned to be directed to the Health Care Foundation on a quarterly basis.
 - \$0.05 per person hour earned to be allocated to the RDTC to maintain the EFAP program for RDTC members, with any surplus funds to be allocated to the Health Care Foundation on a quarterly basis.
 - \$0.15 per person hour earned to be allocated by agreement of a joint Association and Council committee, with equal representation from each Party, to address health care needs within the province and any remaining funds at project completion shall be directed to the Health Care Foundation.
8. Article 15.12 in the current agreement is deleted and replaced with the following:
- 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. The Council will ensure that the Union(s) shall comply with the provisions of this Article and the procedures therein. Such Union(s) shall abide by the outcomes of the process.
9. Articles 18.01 and 18.04 in the current agreement are deleted and replaced with the following:
- 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 by the Site Representative. Stewards working on shift will not retain their status when the shifts are cancelled.
- 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 without interfering with the progress of the work.
10. Article 19.05 in the current agreement is deleted and replaced with the following:

- 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 (either before or after the shift) in excess of the regular work schedule of eight (8) hours per day at double the straight time rate of pay; and
 - (b) all hours worked on any Saturday and Sunday of any work schedule shall be at double the straight time rate of pay.
11. A new article 19.12 shall be added to the agreement to provide as follows:
- 19.12 (a) Workers shall be diligent in respecting start times, shift completion times, meal breaks and rest break periods. The Parties are committed to delivering value for paid time. Accordingly, unless some other reporting location is designated by the Contractor, workers shall report to their designated place of work and be prepared to commence work at the scheduled starting time for their respective shifts.
- (b) LHEA and RDTC support a site wide policy of discipline to address non-compliance with 19.12. Violations of 19.12 will be subject to progressive discipline comprised of Step 1 - verbal warning, Step 2 - written reprimand, Step 3 - 5 day suspension and Step 4 - termination of employment. Penalties for other absences without permission will be dealt with based on the severity of the infraction.
12. Article 22.05 in the current agreement is deleted and replaced with the following:
- 22.05 An employee who is entitled to take vacation shall notify request it in writing to his/her Contractor in writing and such request is subject to operational needs, but will not be arbitrarily denied. The date of same shall be mutually agreed between employee and the Contractor before the vacation is taken.
13. Article 26.03 in the current agreement is deleted and replaced with the following:
- 26.03 The Contractor may grant a leave of absence without pay to an employee. Request for such leave shall be made in writing at least one (1) week in advance; such leave request is subject to operational needs, but will not be arbitrarily denied.
14. Article 24.03 in the current agreement is deleted and replaced with the following:

- 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 hire, an employee shall be paid a transportation allowance equal to the actual road kilometres traveled from his/her permanent residence times the applicable road kilometre rate of travel allowance and pay at his regular rate on the basis of one hour for each seventy (70) road kilometres traveled to a combined maximum of four-hundred dollars (\$400).
- (c) Subject to subparagraph (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 one hundred and twenty-eight dollars (\$128.00) per day worked (working on site at least one half of the employee's shift) in increasing to one hundred and thirty-two dollars (\$132.00) per day worked (working on site at least one half of the employee's shift) effective May 1, 2014.
- (d) When laying off an employee, the employee shall be paid a transportation allowance equal to the actual road kilometres traveled to his/her permanent residence times the applicable road kilometre rate of travel allowance and pay at his/her regular rate on the basis of one (1) hour for each seventy (70) road kilometres traveled to a combined maximum of four-hundred dollars (\$400).
- (e) For those employees working a seven days on, seven days off work schedule, and permanently residing outside the travel zone of Article 24.01 (b) who choose 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 seventy-two dollars (\$72.00) per day worked for seven (7) days per week in which the employee is scheduled to work and for the seven (7) days per week during their days off, commonly referred to as turnaround days. In addition, such employees shall be paid an LOA top-up in the amount of one hundred and twenty five dollars (\$125.00) per week, which top up shall be effective to March 31, 2014.

15. The Trade Appendices in the current agreement shall be amended to provide a \$2.00 wage increase for all trades effective May 1, 2014.

16. The parties agree that the LHEA may meet with individual unions to develop terms for the formal establishment of working foremen. Where both the LHEA and the individual union agree in writing to a working foremen arrangement that trade appendix shall be amended as follows:

Foremen shall be paid an additional \$1.00 per hour above the current foreperson rate. A general foreman shall receive an additional \$1.00 over the current general foreman rate.

17. Article 17 Grievance and Arbitration in the current agreement is deleted in its entirety and replaced with the following:

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 the issue to the LHEA Contractor Representative and the RDTC Site Representative within four (4) days after the circumstances giving rise to the issue have occurred or originated or within four (4) days of the employee becoming aware of such circumstances. If no resolution can be achieved, on day six (6), the Council Representative shall notify the Association Representative of the issue. If still no resolution can be achieved, on day eight (8), the Council Representative shall submit a written grievance to the LHEA Contractor Representative and the Association Representative. 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 LHEA Contractor Representative shall respond to the grievance in writing by day ten (10). Settlement 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 Council Representative shall by day eleven (11) refer the grievance to Step 2 in which case the Council Representative, the Local Union Representative, the Association Representative, the LHEA Contractor Representative and the employee, assisted by the steward, shall meet by day fifteen (15) to discuss the matter. The Association Representative shall respond to the grievance in writing by day sixteen (16). If such a meeting is not held the matter shall be referred to Step 3 by day seventeen (17).

STEP 3: Should the matter be referred to Step 3, by day twenty (20), the Council Representative, the Local Union Representative, the Association Representative and the LHEA Contractor Representative, shall meet to discuss the matter. The Association shall respond to the grievance in writing by day twenty-one (21). If no resolution can be achieved, by day twenty-five (25) the RDTC Grievance Review Committee shall meet to discuss the matter and to determine if the matter will be settled, withdrawn or referred to arbitration. If no resolution can be achieved through the above procedure, by day twenty-seven (27) either of the Parties may refer the matter to arbitration in accordance with the procedure contained in Article 17.03.

- 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 the same day of the Step 3 referral to arbitration (day 27). 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, except when otherwise mutually agreed by the parties. (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. Saturdays, Sundays and recognized holidays as listed in Article 22.02 shall be excluded from any time limits.

Day 1 - Issue

Day 5 – Last day for issue to be verbally presented to contractor

Day 6 – Last day for Council notify Association

Day 8 – Last day for filing of written grievance

Day 10 – Last day for Step 1 written response

Day 11 – Last day for referral to Step 2

Day 15 – Last day for Step 2 meeting

Day 16 – Last day for Step 2 written response

Day 17 – Last day for referral to Step 3

Day 20 – Last day for Step 3 meeting

Day 21 – Last day for Step 3 written response

Day 25 – Last day for RDTC Grievance review committee

Day 27 – Last day for Referral to arbitration/appointment of arbitrator

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.

17.10 The Parties may, by mutual consent (in writing) treat dismissal and/or policy grievances as grievances commencing at Step 3.

18. A new appendix will be added to the current agreement to provide a wage incentive plan effective January 21, 2014 as follows:

a) A LHPP Incentive Bonus will be payable by contractors of the Long Harbour Employer's Association (LHEA) to their employees working on the Long Harbour Construction Project provided that the eligibility criteria for the incentive is met and provided that that employees of the contractors are covered by the Special Project Collective Agreement between the LHEA and the Resource Development and Trades Council (RDTC) ("Eligible Employees").

b) The Incentive Bonus commences January 21, 2014, is payable separately as a bonus, and is not included in the hourly base of rate of Eligible Employees.

c) An Eligible Employee who maintains full-time attendance working all the hours, including strict adherence to break times and quit times, for each scheduled shift and working all scheduled shifts in a rotation for that employee and also remains continuously employed with that contractor up to

the end of the pay period in the quarter in which the incentive is payable (or the employee's normal date of layoff should it occur earlier) shall be paid two dollars (\$2.00) for each hour earned by the employee in his/her rotations during that quarter.

- d) In addition, an Eligible Employee who remains continuously employed with that contractor up to the end of the pay period in the quarter in which the incentive is payable (or the employee's normal date of layoff should it occur earlier) shall be paid two dollars (\$2.00) for each hour earned by the employee in his/her rotations during that quarter.
 - e) This incentive shall be calculated three months at a time and paid out in the pay period the following month, e.g. January to March calculation period and paid in April, and for each remaining three month period in the calendar year.
 - f) The only absence that will not result in loss of premium in clause (c) are
 - i. bereavement leave in accordance with Article 26.01
 - ii. jury duty in accordance with the Jury Act
 - iii. special circumstances that require leave for urgent personal reasons approved on an individual basis by the Association and the Council
 - g) For clarity, violations of the criteria around attendance in clause (c) shall only result in loss of the \$2 per hour earned attendance incentive for the full rotation in which it occurred, in accordance with the employee's work schedule.
19. The parties agree to review all agreed upon MOU's entered into during the duration of the project to date to determine those to be included any as Appendices in the revised project agreement prior to it being reprinted.

Signed at St. John's, Newfoundland this 10th day of January, 2014.

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

[Original Signed]

**LONG HARBOUR EMPLOYERS ASSOCIATION
INC.**

[Original Signed]

SCHEDULE F
NOVEMBER 1, 2013 COMMISSIONING MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN: RESOURCE DEVELOPMENT TRADES COUNCIL OF
NEWFOUNDLAND AND LABRADOR ("COUNCIL")

AND: LONG HARBOUR EMPLOYERS' ASSOCIATION ("LHEA")

Re: Commissioning Work under Special Project Collective Agreement

WHEREAS the Council and LHEA entered into a Memorandum of Understanding dated July 12, 2013 to provide as follows:

The Parties agree that for the purpose of commissioning work to be performed by Union members as provided in Article 36.05, such article is amended to provide that a contractor will be retained to perform commissioning work. The Commissioning Contractor will meet with the Council to establish the flexibility necessary from the trades to be employed on the commissioning team in order to perform the work in the most efficient and productive manner as possible to support commissioning and start up of operations of the Long Harbour Processing Plant in 2013. The Council therefore agrees to enter into a further Memorandum of Understanding establishing those provisions of the Special Project Collective Agreement to be waived in respect of that commissioning contractor and commissioning team in order to facilitate the most efficient and productive performance of the commissioning work, while maintaining the rates of pay and benefits of the Special Project Collective Agreement.

AND WHEREAS the Council and LHEA have agreed to make the following amendments to the Special Project Collective Agreement to facilitate the performance of commissioning work by the Commissioning Contractor in accordance with the principles agreed in the above noted memorandum of agreement.

The Parties therefore agree to the following:

1. The provisions of the Special Project Collective Agreement shall continue to apply to commissioning work performed by RDTC members employed by the Commissioning Contractor, except as amended by the terms of this Memorandum of Understanding.
2. The Commissioning Contractor has the right to name hire all employees working on commissioning crews from the Union's out of work list. There will be no non-working foremen.
3. Foreman will take direction from Superintendents and the General Superintendent of the Commissioning Contractor. General Foremen will not be required.

4. Commissioning crews will be developed with one foreman and a mix of trades per crew, and the composition of each crew shall be determined by the Commissioning Contractor in accordance with the following:
 - i. Primary Crews shall be comprised of employees from IBEW Local 2330, UA Local 740 and Millwrights Local 1009 as required; and
 - ii. Support Crews comprised of trades from other Council unions as determined by the Commissioning Contractor.

5. (a) Commissioning crews will work on a non-jurisdictional basis and no mark-up will be required for any commissioning work assigned to the Commissioning Contractor. The designation of work assignments will be carried out by the Commissioning Contractor in the traditional manner associated with commissioning work and in order to ensure efficiency, productivity and flexibility in the performance of the work by the tradespersons, the Contractor has the right to assign and commissioning employees shall perform tasks assigned to them that are outside of their traditional scopes of work and which overlap another traditional jurisdiction provided the employee(s) have the skill and/or ability to perform the work in question.

- (b) Each member of the commissioning crews, where practical, shall be predominantly 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.

6. The Council and its member Unions agree:
 - i. there shall be no interference with work being performed by commissioning crew members under this commissioning agreement; and
 - ii. to provide support and cooperation to the Commissioning Contractor and its crews to facilitate the flexibility necessary from the RDTC trades employed on the commissioning team so that the work is performed in the most efficient and productive manner as possible to support commissioning and start up of operations of the Long Harbour Processing Plant.

7. This agreement does not apply to the maintenance contractor retained by the Owner in respect of operations.

8. The recitals form part of this agreement.

9. This agreement forms part of the Special Project Collective Agreement and in the event of conflict in cases of commissioning work the provisions of this Memorandum shall govern.

AGREED TO THIS 1st day of November, 2013 at St. John's, Newfoundland and Labrador

[Original Signed]
On Behalf of LHEA

[Original Signed]
On Behalf of LHEA

AGREED TO THIS 1st day of November, 2013 at St. John's, Newfoundland and Labrador

[Original Signed]
On Behalf of Council

[Original Signed]
On Behalf of Council

SCHEDULE G

AUGUST 9, 2013 SAFETY TRAINING MOU

SAFETY TRAINING MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN:
LONG HARBOUR EMPLOYERS ASSOCIATION (LHEA)
ON BEHALF OF
CONTRACTOR MEMBERS OF LHEA (CONTRACTOR)
AND
RESOURCE DEVELOPMENT TRADES COUNCIL (RDTC)
ON BEHALF OF
UNION TRAINING CENTRES LISTED ON SCHEDULE 'A' (TRAINING CENTRES)

Contractor members of the LHEA may require persons referred to the Long Harbour Processing Plant Construction Site (SITE), to have specific safety training prior to being hired, which training may be offered at the TRAINING CENTRES.

Training will continue to be offered from time to time at the SITE, which training shall include but not be limited to Confined Space Entry and Monitoring, Fall Protection, Power Line Hazard, Aerial Platform Training and WHIMIS.

Fluor Canada (EPCM) and/or a CONTRACTOR may request that TRAINING CENTRES deliver Confined Space Entry and Monitoring, Fall Protection, Aerial Platform, WHIMIS, Power Line Hazard and any other training specified (hereinafter the TRAINING) and that the TRAINING CENTRES will be reimbursed for such training as per the terms of this MOU.

TRAINING CENTRES have agreed upon request from the CONTRACTOR and/or the EPCM to offer training as specified for each classification prior to individuals being referred to SITE at a cost per person as set out in this MOU.

The EPCM or each CONTRACTOR agrees as follows:

1. Shall provide to each TRAINING CENTRE in writing the following:

- a. The estimate number of tradespersons per classification and the training required for all portion of each classification;
 - b. The approximate timeframe referrals to SITE will occur for each classification or a portion of such classification.
2. Effective May 10, 2013, will pay subject to the terms contained in this MOU for the TRAINING at the following rates:

Training	Rate Per Person
Confined Space Entry/Monitoring	\$350*
Fall Protection Training	\$350*
Power Line Hazard	\$100*
Aerial Platform	\$360*
WHIMIS	\$100*

** Plus HST, if applicable*

- a. Any revision to the above rate is to be in writing and with mutual consent of both parties.
3. Each Contractor will pay for TRAINING subject to the following conditions:
- a. The individual for which payment is claimed, that has been referred to SITE, must have been required by the Contractor requesting the referral to obtain all or a portion of the training set out in paragraph two above as a condition of that specific referral to SITE and have received such training from the TRAINING CENTRE after the signing of the MOU.
 - b. The individuals or TRAINING CENTRE provides the CONTRACTOR and/or LHEA written confirmation that each individual for which payment for training is sought has successfully completed the training.

- c. The individual(s) have been employed on SITE.

4. EACH TRAINING CENTRE agrees as follows:

- a. Shall, if requested by the EPCM or its designate, make available the following information:
 - i. The name and classification of each individual receiving training;
 - ii. The type of training successfully completed;
 - iii. The date the training was provided;
 - iv. The expiry date of the training;
 - v. Any other information reasonably required by the EPCM or CONTRACTOR.
- b. Meet or exceed legislative requirements and/or approvals and be subject to the approval of the EPCM.
- c. Provide each Union an update of training provided to verify previous training completed on the Site.
- d. To offer the TRAINING throughout Newfoundland and Labrador so it is reasonably accessible to Union members.
- e. Upon request, each Training Centre shall provide a copy of the curriculum for each type of training that will be offered and such other information about the curriculum that will be necessary to ensure the training offered meets or exceeds the standards set for training by the EPCM and/or Vale Newfoundland and Labrador Limited.

5. The RDTC and LHEA agree as follows:

- a. This MOU may be terminated upon 28 days notice in writing.
- b. This MOU does not restrict in any way the CONTRACTOR or EPCM's right to require any specific training or qualification designation prior to attending on SITE.
- c. This MOU is non precedent setting and is specific to the requirements of the SITE.

- d. The EPCM may audit the training curriculum or any other components of the training program.
- e. This MOU is subject to each CONTRACTOR entering into commercial terms with the appropriate TRAINING CENTRE which commercial terms shall include the terms and conditions contained in this MOU and any other reasonable commercial.
- f. This MOU shall be subject to the grievance process contained in the Collective Agreement between the LHEA and RDTC; however, any monetary claims made by any Union or Unions on behalf of an individual, will be limited to claims under paragraph 3(i) to (iii) and such claims shall be made against the Contractor requesting the specific referral.

AGREED TO THIS 6th DAY OF AUGUST, 2013 AT Long Harbour, NL

[Original Signed]

Signature/per LHEA

AGREED TO THIS 9th DAY OF AUGUST, 2013 AT Long Harbour, NL

[Original Signed]

Signature/per RDTC

SCHEDULE H
TRADE APPENDICES

**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 Improvement Fund	Welding Testing Fund	I.L.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
Structural		10%	3.5%												
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
Apprentices															
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
Rodman (Rebar)															
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
Apprentices															
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 Improvement Fund	Welding Testing Fund	I.L.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
Structural		10%	3.5%												
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
Apprentices															
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
Rodman (Rebar)															
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
Apprentices															
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 Improvement Fund	Welding Testing Fund	I.L.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
Structural		10%	3.5%												
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
Apprentices															
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
Rodman (Rebar)															
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
Apprentices															
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 Improvement Fund	Welding Testing Fund	I.L.I. Fund	Trade + Promot Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
Structural		10%	3.5%												
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
Apprentices															
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
Rodman (Rebar)															
General Foreman	\$ 37.54	3.75	1.31	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 51.14
+20% over JM Rate															
Foreman	\$ 35.97	3.60	1.26	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 49.37
+15% over JM Rate															
Journeyman	\$ 31.28	3.14	1.09	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 44.05
Apprentices															
1st 1000 hours - 70% of JM	\$ 21.90	2.19	0.77	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 33.40
2nd 1000 hours = 80% of JM	\$ 25.02	2.50	0.88	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 36.94
3rd 1000 hours = 90% of JM	\$ 28.15	2.81	0.99	1.50	5.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 40.49
4th 1000 hours - 95% of JM	\$ 29.72	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	\$ 42.27

**International Association of Bridge, Structural,
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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.L.I. Fund	Trade + Promot. Fund	Diversity Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
Structural		10%	3.5%												
General Foreman	\$ 39.98	4.01	1.40	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 54.93
+20% over JM Rate															
Foreman	\$ 38.31	3.84	1.35	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 53.04
+15% over JM Rate															
Connectors	\$ 34.23	3.43	1.20	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 48.40
Journeyman	\$ 33.32	3.34	1.17	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 47.37
Apprentices															
1st 1000 hours - 70% of JM	\$ 23.32	2.33	0.82	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 36.01
2nd 1000 hours - 80% of JM	\$ 26.66	2.67	0.93	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 39.79
3rd 1000 hours - 90% of JM	\$ 29.99	3.00	1.05	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 43.58
4th 1000 hours - 95% of JM	\$ 31.65	3.17	1.11	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 45.47
Rodman (Rebar)															
General Foreman	\$ 38.58	3.86	1.35	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 53.33
+20% over JM Rate															
Foreman	\$ 36.97	3.70	1.29	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 51.50
+15% over JM Rate															
Journeyman	\$ 32.15	3.22	1.13	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 46.03
Apprentices															
1st 1000 hours - 70% of JM	\$ 22.51	2.25	0.79	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 35.08
2nd 1000 hours - 80% of JM	\$ 25.72	2.57	0.90	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 38.73
3rd 1000 hours - 90% of JM	\$ 28.94	2.89	1.01	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 42.38
4th 1000 hours - 95% of JM	\$ 30.54	3.05	1.07	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.20	0.01	0.05	0.30	\$ 44.21

**International Association of Bridge, Structural,
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Schedule "A"

Effective May 1, 2014

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.L.I. Fund	Trade + Promot. Fund	CBT Fund	NL Health Care Fund	RDC Fund	Gross Hourly Package
Structural		10%	3.5%											
General Foreman	\$ 42.11	4.21	1.47	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 57.38
+20% over JIM Rate														
Foreman	\$ 40.35	4.04	1.41	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 55.39
+15% over JIM Rate														
Connectors	\$ 36.00	3.60	1.26	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 50.45
Journeyman	\$ 35.09	3.51	1.23	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 49.42
Apprentices														
1st 1000 hours - 70% of JM	\$ 24.56	2.46	0.86	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 37.47
2nd 1000 hours - 80% of JM	\$ 28.07	2.81	0.98	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 41.45
3rd 1000 hours - 90% of JM	\$ 31.58	3.16	1.11	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 45.44
4th 1000 hours - 95% of JM	\$ 33.34	3.33	1.17	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 47.43
Rodman (Rebar)														
General Foreman	\$ 40.69	4.07	1.42	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 55.78
+20% over JIM Rate														
Foreman	\$ 39.00	3.90	1.37	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 53.86
+15% over JIM Rate														
Journeyman	\$ 33.91	3.39	1.19	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 48.08
Apprentices														
1st 1000 hours - 70% of JM	\$ 23.74	2.37	0.83	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 36.53
2nd 1000 hours - 80% of JM	\$ 27.13	2.71	0.95	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 40.38
3rd 1000 hours - 90% of JM	\$ 30.52	3.05	1.07	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 44.23
4th 1000 hours - 95% of JM	\$ 32.21	3.22	1.13	1.50	6.00	0.12	0.20	0.15	0.01	1.00	0.01	0.30	0.30	\$ 46.15