

WITNESSETH

WHEREAS, in connection with the maintenance work required for the Iron Ore Company of Canada Plant facilities on the west shore of Wabush Lake and the ore handling facilities at the ore mines, all near Labrador City, Newfoundland & Labrador, the designated Union Locals chartered by their International Unions have authorized the Newfoundland and Labrador Building and Construction Trades Council to act for and on their behalf as exclusive agent for collective bargaining, interpretation, application and administration of this Collective Agreement; and

WHEREAS, it is desirable to establish uniform and equitable rates of wages, hours of work, and working conditions to further the best interest of the workers; and

WHEREAS, the parties desire to promote harmonious relations and provide for a just settlement of grievances, disputes and differences; and

WHEREAS, the parties recognize it is to their mutual advantage to avoid strikes, work stoppages and delays in the prosecution of the work; and

WHEREAS, the parties agree to respect the responsibilities undertaken by the signing of this Agreement, bearing in mind that each of the parties has an obligation to the Owner and the public.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.01 In this Agreement, the following words and phrases have the respective meanings given below:

- a) “Owner means Iron Ore Company of Canada.
- b) “Council means the Newfoundland and Labrador Building and Construction Trades Council, comprised of Unions or Union Locals who are, or become, signatories to this Agreement.
- c) “Unions” means those Unions or Union Locals who are members of the Council and are signatories to this Agreement.
- d) “Employer means any person, firm or corporation contracting to provide construction services for maintenance work at the project sites and are signatory hereto.
- e) Maintenance shall be defined as any work performed of a renovation, repair, relocation, or maintenance character within existing facilities. The word “repair” as used in this Agreement is work required to restore by replacement of parts of existing facilities to efficient operating condition. The word “renovation” as used in this Agreement is work required to restore by replacement or by revamping of parts of existing facilities to efficient operating condition. The term “existing facilities” is limited to a constructed unit already completed and this Agreement shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to a permanent committee consisting of two representatives of the Employer and two representatives of the Union for resolution. In the event of a

failure by this committee to resolve the dispute, it shall be handled as a Grievance, as provided for in this Agreement.

ARTICLE 2 – COUNCIL OF UNIONS

2.01 The Unions, jointly and severally, agree with the Employer and with each other to maintain the Council, comprised 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 Employer 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 3 – PURPOSE

3.01 The main purpose of this Collective Agreement is to establish equitable wages and certain working conditions to ensure a maximum of harmony in the conduct of Employee-Employer relations, and to preclude, to the maximum extent possible, any act that could delay the prosecution of the work on the Project.

ARTICLE 4 – RECOGNITION

4.01 The Employer recognizes the Council as the sole and exclusive bargaining agent for all employees of the Employer described in the classifications set forth in the appendices attached hereto, engaged on construction work related to the Project, save and except office and clerical staff, engineering staff, security guards and those employees specifically excluded by the Labour Relations Act of the Province of Newfoundland and Labrador.

ARTICLE 5 – UNION SECURITY

- 5.01 All employees shall be members of an appropriate union and must maintain membership in good standing as a condition of employment.
- 5.02 The Employer will cooperate with the member Unions in providing employment to their members, and will give preference of employment to such qualified Union members who are residents (a) of Labrador City or the Labrador West area, and (b) in the Province of Newfoundland and Labrador, based on the Mark-Up Trade percentages. The appropriate Union local will be first advised of all requirements of workers within their respective Union. When hiring for a Project the Company will select by direct Name Hire the first five (5) workers needed. For numbers greater than five (5), additional worker will be selected on a 1:1 ratio of Employer Name Hire/Direct Referral from the appropriate Unions. This selection will be made at the beginning of each Project, where feasible, in order to expedite Project start-up. Prior to an employee commencing employment the appropriate Union must provide (a) for Name Hires and Unionized workers who reside in Labrador City or Labrador West, confirmation of acceptance of their employment; and (b) for all other employees, a list of employees selected; and (c) for all employees, Certification or Endorsements of Trade Qualifications and Specific Training.
- 5.03 Each Union shall certify to the Employer the amount of its initiation fees, dues and assessments. A check-off system for Union initiation fees, current dues and assessments shall be instituted and made operative so long as this Collective Agreement continues to operate. During the second week of each month, the Employer will transmit the monies so collected from the last pay period of the preceding month to the officials

designated by each Union together with a list of employees from each Union on whose behalf such deductions have been made and such a list shall also show the names of employees from each union from whom no deductions have been made.

A Construction Industry Promotion Fund of twenty-five cents (\$0.25) per hour worked will be contributed by the Employer.

This money will be paid directly to the Newfoundland and Labrador Building and Construction Trades Council Office. The Council will notify the Employer in writing as to the designated officials authorized to collect this fund.

5.04 The Council or the respective Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms or liability that may arise from or by reason of action taken or not taken, by the Employer for the purpose of complying with Section 5.03 of this Article.

5.05 The Council, the member Unions, and the Employer all agree that it is in their common interests to ensure that an adequate and reasonable number of qualified tradespersons, who are local to Labrador City or the Labrador West Area, be maintained in each appropriate Union. To that end, the employer agrees to work with individual Unions in selecting, promoting, and training new employees from the Labrador West area.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Council and its members agree that the Employer has the exclusive right to manage its business and to exercise such right subject to the provisions of this Agreement.

6.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

- a) to determine qualifications of employees, to hire, select, assign work, promote, demote, lay-off, discipline and discharge employees for just cause and to increase or decrease the working force from time to time;
- b) to determine materials to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, and the scheduling of work; and
- c) to establish reasonable rules and regulations to be observed by employees, and non-compliance may involve discipline, including dismissal.

6.03 The Employer recognizes that the Council has recourse through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 The Council may appoint senior representatives resident in Labrador City, who will be vested with full authority and power to service members of the Unions, and administer the application of the terms of this Agreement.
- 7.02 The Employer will recognize such appointed representatives and co-operate with them to the fullest extent possible.
- 7.03 The Council representatives and Union representatives authorized by the Council shall have access to the Project, but in no case shall such visits interfere with the progress of the work. Admission to the Project will be subject to the General Regulations of the Owner and the Employer governing admission of visitors.

ARTICLE 8 – NO STRIKES, NO LOCKOUTS

- 8.01 The Employer shall not cause or direct a lockout and the Council and the Unions shall not cause, direct, encourage or support any strike or slowdown or work of its members during the term of this Agreement.
- 8.02 There shall be no illegal picket lines established during the term of this Agreement.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

- 9:01 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 shall be adjusted in accordance with the following procedures.

STEP 1: An employee, assisted by his steward if he so desires, shall present a grievance to management or its designate within two (2) days after the circumstances giving rise to the grievance have occurred or originated or within two (2) days of the employee becoming aware of such circumstances. Management or its designate shall render his decision within two (2) days of his receiving the grievance. Decisions rendered at this Step are solely for the purpose of resolving the grievance and shall not be considered precedential or binding in any other grievance dispute.

STEP 2: Should the decision rendered at Step 1 be unsatisfactory to the employee, or should no decision be rendered, the employee assisted by his steward, shall submit the grievance within a further two (2) days to Management or its designate. 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. Management and the employee, assisted by the steward, shall meet within two (2) days to discuss the matter. Management shall render a decision in writing within one (1) day. If such meeting is not held the matter shall be referred to arbitration.

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

- 9:02 The Employer may file a grievance in writing with the Union. The Union may file a grievance with the Employer. 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.
- 9:03 The Parties will retain the services of arbitrators who will be available to hear any matters scheduled for arbitration. Should an arbitrator be unavailable, that arbitration shall be passed over to the next arbitrator in rotation. The list of arbitrators is:
1. David Alcock
 2. John Scott
 3. John Clarke
 4. Wayne Thistle
- 9:04 Arbitration hearings shall be conducted at a mutually acceptable location. Unless the parties otherwise agree, all rulings will be given by the arbitrator within forty eight (48) hours. Arbitrator's ruling shall be binding upon all parties.
- 9:05 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.
- 9:06 The time limits specified in this procedure are mandatory unless there is mutual agreement to extend the time limits. Failure by the grieving party to advance a grievance to the next step within the time limited shall constitute abandonment. Saturdays, Sundays and statutory holidays as listed in 20:02 shall be excluded from any time limits.
- 9:07 Due to the isolated nature of the site, the Parties may, by mutual consent (in writing) extend the time limits of this grievance and arbitration procedure.
- 9:08 Each of the Parties shall pay an equal share of the fees and expenses of the arbitrator.

ARTICLE 10 – DISCHARGE CASES

10.01 An employee who is discharged shall be so notified in writing by the Employer. If the employee considers he has been discharged for other than just cause, he/she may request a hearing with Management or its designated representative, within two (2) working days of receipt of such notice of discharge.

10.02 A hearing will be held within three (3) working days following receipt of the request referred to in Paragraph 10.01 and within three (3) days after such hearing, a decision as to whether the discharge shall be upheld, modified, or revoked shall be rendered in writing by the Employer.

The employee may be accompanied at the hearing by a steward, a representative of the Union and/or the Council if he/she so desires.

10.03 Within three (3) days following receipt of the Employer's decision, the employee or Union representative may, if he considers that he has been discharged for other than just cause, file a written grievance commencing at Stage 3 of the grievance procedure.

ARTICLE 11 - STEWARDS

11.01 The Business Managers of the Unions signatory to this Agreement may appoint from amongst their numbers, a Journeyman employee, on each shift or isolated location, who will be designated as Steward, for the purpose of investigating and processing grievances. The Union shall notify the Employer in writing the name of the employees so appointed.

11.02 The Employer will recognize such employees as Stewards providing that the appointment shall not disrupt the progress of the work because of this employee's occupation or work location at the job site.

- 11.03 The Stewards shall be permitted to take up grievances and/or work related concerns with the immediate Supervisor or Foreman on the job as prescribed in Article 9; however, the Stewards shall function for the Union on other matters on their own time. If it is necessary for the Stewards to leave their place of work, they must first notify their employer.
- 11.04 The respective Union or the Council will be advised in writing before a Steward is suspended, laid-off, or discharged.
- 11.05 The Steward shall not secure any additional remuneration or privileges from the Employer for the performance of his Union duties.
- 11.06 In the event of a reduction in a work force where there is a Steward in that work force, the Steward shall be the last man removed providing he is qualified and willing to perform the work remaining to be done by the reduced work force.
- 11:07 When the jurisdiction for a trade is being worked, the shop steward representing that trade shall be part of the workforce.
- 11.08 No shop steward or employee shall alter or change any provision or article of this collective agreement.

ARTICLE 12 - LIVING ALLOWANCE

- 12.01 An employee recruited locally shall be entitled to receive a living allowance of sixty dollars (\$60.00) per week. This allowance shall remain unchanged for the full term of this Agreement.
- 12.02 Any employee working at the job site who is recruited from areas other than Labrador City or Labrador West, and who has to maintain temporary living quarters away from their permanent residence shall receive a living allowance of forty-five dollars

(\$45.00) per calendar day whilst they remain in the employ of the Employer. An employee commencing employment on any day of the week will receive their board allowance within three (3) working days of commencing employment: This payment will apply only to board allowance and not to wages. The non-local living allowance shall remain fixed at forty-five dollars (\$45.00) per day for the full term of this Agreement.

- 12.03 Any employee who fails to report for a scheduled shift shall not receive board allowance for that day: any employee who fails to report for a scheduled shift on the day before or after a recognized holiday, shall not receive board allowance for the days involved: unless they have been excused, in writing, by a physician, or by an authorized representative of the Employer.

ARTICLE 13 - SUB-CONTRACTORS

- 13.01 For the purpose of this Article, a sub-contractor is defined as a person, firm or corporation retained by a prime contractor or sub-contractor to employ workers and perform work on the Project in work classifications covered by this Collective Agreement. The Employer agrees that such sub-contractors shall be bound by all the terms and conditions of this Collective Agreement in the performance of their work on the Project. All Sub-Contractors engaged on the IOCC Project having employees working within the scope of this agreement shall be required to observe the terms and conditions of this agreement. Such a commitment in no way creates bargaining obligations respecting contractor employees not on the site, nor shall such commitment be the basis or support for creation of obligations off the site.

13.02 It is understood and agreed between the Parties that a sub-contractor as defined does not include persons who furnish materials, supplies, or equipment. Persons who provide a purchase guarantee or equipment warranty shall not be considered to be Employers or sub-contractors provided they do not maintain a work force on the project to perform work of a nature customarily performed on construction projects by members of a Union signatory to this Collective Agreement.

ARTICLE 14 – SAFETY

14.01 All work performed by and for Marshall Industries Limited on the property of the Iron Ore Company of Canada shall be carried out in strict accordance with the requirements of the Construction Safety Act and Regulations of the Province of Newfoundland and Labrador, The Safety Standards and Requirements of Rio Tinto/IOCC, the Safety Standards and Requirements of Marshall Industries Limited, and finally, the Best Practices as developed by each of the Member Unions within the Council, whichever is the most stringent and acceptable for any particular case. It is recognized and agreed that the Employer, The Council, and each of the member Unions are equal partners, along with the Owner, in the unceasing effort to provide the safest possible workplace, attitudes, and conditions for the workers covered by this agreement. It is also recognized and understood that while safety is the prime responsibility of all parties, the ultimate responsibility for the safety of the workforce rests with the Employer, who must therefore establish and maintain a Safety Programme that seeks to be as effective, as comprehensive, and as successful as possible. The essential elements of the Rio Tinto/IOCC and Marshall Industries Limited Health and Safety Programme will be imparted to new employees during the mandatory orientation process. Adherence to these

essential elements at all times shall be a condition of employment. In light of the foregoing, all employees selected and provided by the Unions must, upon arrival in Labrador city, meet the job requirements as indicated by the employer at the time of making his request. The employees name hired by the employer must meet the same requirements.

14.02 Each Tradesperson, as a condition of employment, shall own and wear suitable

CSA approved work boots in good condition, as well as suitable basic clothing consisting of long pants and long sleeved shirt. Each Tradesperson must also own and wear adequate outer winter garments when necessary.

14.03 The Employer will provide all other necessary PPE (Personal Protective Equipment) items, including but not limited to the following as required:

- CSA approved hardhat of the required colour
- Approved safety glasses
- Approved work gloves
- Approved Fall Arrest full body harness c/w appropriate lanyard(s)
- Full-face shields
- Approved full face mask c/w respirators and appropriate filters
- Re-Breather type rescue canister packs
- Welding shields, lenses, gloves, jackets, burning goggles
- Rubber boots, rain suits when necessary
- Hearing protection

The employee will be asked to sign for certain of the above items as he/she receives them, with the understanding that they are to be returned to the Employer at the end of his/her employment. Employees shall maintain PPE items supplied by the Employer in good condition at all times.

14.04 In order to cover the cost of purchasing and cleaning coveralls, the employer shall

pay an allowance of \$15.00 per week commencing with the first pay period and continuing through the course of employment.

ARTICLE 15 - HEALTH AND SANITATION

15.01 Adequate health and sanitation facilities, in compliance with applicable occupational health and safety regulations for Newfoundland and Labrador, shall be provided by the Employer at all times.

15.02 In the event that any of the provisions in this Agreement are found to be in conflict with any valid and applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

ARTICLE 16 - TRANSPORTATION

16.01 Transportation Allowance shall be paid to employees who are recruited from areas other than Labrador West. Proper substantiation of non-local residence must be provided by an employee who is claiming a transportation allowance. Transportation allowance shall be defined as Traveling Time (8 hours basic pay) and an economy airline ticket. Airline tickets will be supplied only for major air routes of common commercial carriers, and only for semi-direct flights, i.e. St. John's, Gander, Deer Lake, Stephenville and St. Anthony. It is the employee's responsibility to make their own arrangements, at their own cost, for travel from their homes to the nearest designated airport: additional travel time and accommodation costs resulting from overnight layovers made necessary by connecting airline schedules will not be the Employer's responsibility. The eight (8) hours basic pay for traveling time shall be paid to the employee with the first regular weekly pay.

- 16.02 Employees who quit of their own volition prior to one month's employment, or before the Project is completed, or are discharged for cause, shall have the cost of outbound transportation deducted from final wages.
- 16.03 a) After sixty (60) calendar days continuous employment, including travel days, on the Project, the non-local employee shall be provided an economy one way airfare out. Should an employee, after sixty (60) calendar days of continuous employment, obtain permissions for a temporary absence that requires air travel, he/she will be provided with an economy return airline ticket: the turnaround period shall not exceed five (5) days excluding travel days.
- b) On jobs which extend seven (7) days or less beyond a turn-around, the employee shall receive twenty (20) percent of a one-way economy airfare, based on the current quoted ticket price, for each day, to the maximum of seven (7) days. This will be in addition to the one-way economy ticket out.
- 16.04 Employees who are required to use their own tools in the performance of their work will have the excess cost of transportation reimbursed by the Employer on condition that an airline receipt listing the weight and a general description of all check in baggage items is provided.
- 16.05 Should any employee benefiting from 16.04 above be discharged for cause, or quit of their own volition prior to one (1) month's employment, or before completion of the Project, the cost of such incoming tool transportation will be deducted from final wages.
- 16.06 When an employee has completed the Project, or is laid off, whichever occurs

first, he/she shall be entitled to be reimbursed for outbound excess tool transportation in the same amount as allowed in Section 16.04 of this Article.

ARTICLE 17 - PAYMENT OF WAGES

17.01 It is agreed that wages shall be paid by cheque or bank deposit arrangement every Thursday. It is agreed that the Employer will retain no more than seven (7) days hold back. If a holiday in Article 18 falls on a Thursday, wages will be paid on Wednesday.

If the employer is unable to implement this system on date of signing of the agreement a date at which the weekly pay system can commence will be given.

17.02 Cheques shall be negotiable at par at any bank in the Province of Newfoundland and Labrador.

17.03 Accompanying each payment of wages shall be a statement identifying both the Employer and the Employee, showing regular hours worked, overtime hours worked the total earnings, the amount and purpose of each deduction, and the net earnings.

17.04 When an Employee is terminated by the Employer their due wages will be issued, by cheque on the same day, from the Employer's Head Office in St. Catherines, Ontario, via registered mail to the Employee's home address.

17.05 When an Employee quits he/she shall be forwarded his/her wages by registered mail not later than the next scheduled pay day.

ARTICLE 18 - RECOGNIZED HOLIDAYS

18.01 The Employer will recognize the following days as unpaid Holidays:

New Year's Day
Good Friday
July 1 (Canada Day)
Labour Day
Christmas Day

18.02 Time worked on these days shall be paid for at double the basic rate of pay. Shifts beginning on such days and ending on the following day shall not be considered as overtime worked.

18.03 The Employer will also recognize the following days as unpaid Holidays:

Victoria Day
Thanksgiving Day
Armistice Day
Labrador City Civic Holiday
Boxing Day

18.04 Time worked on these days shall be paid for one and one half times the basic rate of pay. Shifts beginning on such days and ending on the following day shall not be considered as overtime worked.

18.05 Should Provincial or Federal legislature having authority designate an alternative day for the observance of any of the days in Section 18.01 of this Article, the alternate day will be recognized on the Project, or by mutual consent the parties signatory hereto may select an alternate day.

18.06 Employees shall be granted three (3) regularly scheduled work days leave of absence with pay, commencing on 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 dependant living in the house of the employee. Employees qualifying for bereavement leave shall be provided air transportation to and from the employee's original point of hire.

ARTICLE 19 - VACATION AND HOLIDAY PAY

19.01 Employees shall be entitled to a vacation pay allowance of ten percent (10%) of gross wages earned during each pay period.

19.02 Employees shall be entitled to a holiday pay allowance of two percent (2%) of gross wages earned during each pay period.

19.03 Vacation and Holiday entitlements are payable on each pay day.

ARTICLE 20 - GOVERNMENT LEGISLATION

20.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Provincial or Federal law, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of this Agreement.

ARTICLE 21 - HOURS OF WORK

21.01 Except as otherwise provided in the respective appendixes attached to this Collective Agreement, the workday will be eight (8) hours and the work week will be five (5) days, Monday to Friday inclusive.

21.02 The Employer agrees that it will not be considered a violation of this Agreement for an employee to take two (2) fifteen minute mid-shift breaks during a working day, the exact timing of these breaks will be established by the Employer. A clean, dry, heated location will be provided for this purpose.

21.03 When lunch breaks are scheduled they shall not exceed one hour at approximately mid-way through the workday.

21.04 When lunch breaks are not scheduled, lunches will be eaten on the Employer's time.

21.05 Starting times for other than Auxiliary Services will be as follows:

(a) Day operations and day shift of two (2) shift operations:

Between the hours of 6:00 a.m. and 9:00 a.m.

(b) Afternoon shift of two (2) operations:

Between the hours of 4:00 p.m. and 8:00 p.m.

(c) On three (3) shift operations:

Day Shift: Between 7:00 a.m. and 8:00 a.m.

Afternoon Shift: Between 3:00 p.m. and 4:00 p.m.

Night Shift: Between 11:00 p.m. and 12:00 p.m.

When starting times are established, three days prior notice will be given before they are varied.

21.06 The purpose of Article 21.05 is for the computing of overtime only and is not intended as a limitation of the scheduling of employees for work on the Project.

21.07 The workdays and work weeks described above do not constitute a guarantee by the Employer to provide work as mentioned. However, it is understood that the Employer will endeavor to provide work for all employees for the above work days and work weeks.

ARTICLE 22 - CALL OUT AND REPORTING TIME

22.01 Employees called out for work after working their regular work period will be paid for hours worked at the appropriate overtime rate for their respective classification, but at no time shall this be for a period for less than four (4) hours.

22.02 An employee who reports for work when no work is available due to reasons other than inclement weather and who has not received prior notice not to report for work, shall receive a minimum of four (4) hours pay at the basic hourly rate providing he/she remains at work if requested to do so by the Foreman.

22.03 When employees are required to return to work without an eight (8) hour break, all work performed by them shall be paid for at the applicable overtime rate, until such time as the employees receive an eight hour break.

22.04 When an employee is not previously notified of a shift extension beyond the regular scheduled shift, he/she shall be supplied with a hot meal having a maximum value of \$25.00 every four hours at the employer's expense.

ARTICLE 23 - OVERTIME

23.01 The first four (4) hours worked in excess of eight (8) hours in a normal work day, and the first eight (8) hours worked on Saturday, shall be paid for at one and one half (1½) times the basic pay for the classification. The balance of the hours worked on these days shall be paid for at two (2) times the basic rate of pay for the classification.

23.02 All hours worked on Sundays and the Holidays provided in Article 18.01 shall be considered as overtime hours and shall be paid for at two (2) times the basic rate of pay for the classification.

23.03 Hours worked on shifts which begin on the days provided in 23.02 of this Article and end on the following day shall not be considered overtime.

ARTICLE 24 - MULTIPLE SHIFTS

24.01 The Employer may establish shifts as required. Employees (except watchmen) working on shifts other than day shift, shall receive an additional remuneration of fifteen percent (15%) per hour for all normal hours worked.

24.02 In the event that it becomes necessary to work shift work, at least two (2) full shifts must be worked in any twenty-four- (24) hour period and each of these shifts must continue for a period of five (5) consecutive working days. In the event an employee does not receive

five (5) consecutive shifts (other than employees who quit of their own volition or who are discharged for cause), said employee shall be compensated at the applicable overtime rates.

ARTICLE 25 - JURISDICTION

25.01 Whenever possible, the Employer shall make a pre-job markup of all anticipated work.

25.02 The Employer shall assign all work according to Agreements and Decisions of Record. If no Agreements or Decisions of Record exist in reference to a particular item, then the Employer shall assign based on area practice in the province of Newfoundland and Labrador.

25.03 It is agreed that work is to continue uninterrupted as assigned, pending a settlement of decision.

25.04 Whenever possible, the dispute shall be settled locally by the Unions forming the Council.

25.05 If the dispute cannot be settled locally by the Unions involved, it shall be submitted to the International Representatives of the Union involved, for settlement.

25.06 In the event the dispute is not settled to the satisfaction of all parties by the International Representatives, the dispute shall be submitted to a local Jurisdictional Umpire selected by the Council to adjudicate jurisdictional disputes. The Umpire's decision shall be binding on all parties. The decision may be appealed by either party by submitting to the National Joint Board for the Settlement of Jurisdictional Disputes of the then current tribunal for the settlement of disputes recognized by the Building and Construction Trades Department, A.F. of L - C.I.O., and the decision rendered shall be final and binding on all parties.

- 25.07 All jurisdictional disputes shall be adjudicated in accordance with the steps outlined herein. The Employer shall immediately comply with the Agreement made by the Unions and/or the Umpire's decision on a go-forward basis. The parties agree that the fees of the Local Umpire shall be shared equally by the parties to the dispute.
- 25.08 There shall be no slowdown, stoppage of work or other collective action to interfere with the progress of the work on the Project because of a jurisdictional dispute.
- 25.09 The Employer agrees that an effort shall be made to ensure that all supervision shall be representative of the trades employed and further, that the primary function of any worker shall be the trade for which they are qualified, but it is understood that a worker is part of the Employer's Composite Crew.

ARTICLE 26 - TOOLS

- 26.01 A suitable lock fast place shall be provided by the Employer for the safe storage of an employee's tools when not in use and only authorized persons shall have access to the said place. The place shall be such that the tools will be protected against damage by water.
- 26.02 An employee using tools will be permitted sufficient time for tool pick up at the end of the day to return tools to stores or lock fast.
- 26.03 An employee's personal tools shall be in good working condition upon hire and shall be kept in good working condition during working hours.
- 26.04 The employer will indemnify an employee from loss of their personal tools if stolen from the lock fast place referred to in 26.01 or if destroyed by fire. In order to have tools replaced under this clause, an employee is required to provide the Employer with an itemized list of his/her personal tools at the time of hiring.

ARTICLE 27 - RATES OF PAY, EMPLOYEE BENEFITS

- 27.01 The rates of pay, employee benefits and certain conditions of employment to be paid and allowed by the Employer are set forth in the respective appendices attached to and forming part of this Collective Agreement. In all appendices rates paid for fringe benefits shall be contributed on the basis of hours earned. For greater clarity, each Local Union party to this Agreement shall notify the Building Trades Council which shall then notify Marshall Industries Limited when employee benefits, as per the Construction Labour Relations Association of Newfoundland and Labrador Inc. (CLRA) Agreements, are changed. Fringe Benefits, etc. shall apply to hours paid for travel.
- 27.02 Working foremen shall be paid ten percent (10%) more than the journeyman rate and must be a member of a union affiliated to the Newfoundland and Labrador Building and Construction Trades Council. General foremen must have the same affiliation and will receive fifteen percent (15%) more than the journeyman rate.
- 27.03 Fifty cents (\$0.50) per hour will be added to the rate for the classifications above for those employees employed in the underground excavation operations in tunnels, shafts, raises, drifts and powerhouses. When concrete linings are deemed necessary in tunnels, raises, and shafts, the underground excavation will be deemed completed when the forms are removed from the concrete.
- 27.04 Classifications and applicable rates of pay for employees under this Agreement which are not included in the list of classifications in the Appendix may be added to the Appendix from time to time, by agreement between the Council and the Employer. Should no agreement be reached on this additional classification and/or its rate of pay within thirty (30) days of the date of the Council's or Employer's initial written request, it is agreed

that either party may refer the question or additional classification and/or its rate of pay to arbitration as per Article 11 for binding decision.

ARTICLE 28 - DURATION

28.01 This Agreement shall be effective from September 4th, 2005 and shall remain in full force and effect until June 30th, 2010. Written notice of intention to re-negotiate may be given by either party not more than ninety (90) days and not less than thirty (30) days immediately before the termination of this Agreement.

28.02 The parties to this Agreement may, by consent in writing, at any time while the Agreement is in force, vary, cancel, or substitute other provisions for any provisions in the Agreement, other than the provisions relating to the term of this Agreement.

ARTICLE 29 - WAGES

29.01 For the duration of this Agreement, wages and benefits shall be paid to each worker in accordance with the Appendix applicable to their Union Local.

Notwithstanding the above, if the employer pays a wage higher than that provided in the Appendix Application to their union local, all employees covered by the Agreement shall receive the higher rate.

29:02 The Council will receive a record each month of all hours worked along with the remittance of the Construction Industry Promotion Fund monies.

ARTICLE 30 – ENABLING CLAUSE

30.00 Where a particular Article(s) of this Collective Agreement is found to work undue hardship for a particular project or specific job covered by this agreement, either party may request a modification by mutual consent where it is deemed prudent to do so. It is

understood and agreed that where mutual agreement to such change cannot be achieved the request should not be subject to either grievance or arbitration.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

THIS 4th DAY OF September 2005

FOR THE COUNCIL

Signed by the President:
NEWFOUNDLAND AND LABRADOR
BUILDING AND CONSTRUCTION
TRADES COUNCIL

FOR THE EMPLOYER

Signed by:
MARSHALL INDUSTRIES LIMITED

1/ FOR

LOCAL UNION 764 OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL AND
ORNAMENTAL IRON WORKERS

Signed by:

Witness

2/ FOR

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

Signed by:

Witness

3/ FOR

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 904

Signed by:

Witness

4/ FOR

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA,
LOCAL UNION 740

Signed by:

Witness

5/ FOR

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, MILLWRIGHT LOCAL 1009

Signed by:

Witness

6/ FOR

INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS,
NEWFOUNDLAND AND LABRADOR,
LOCAL NO. 1

Signed by:

Witness

7\ FOR

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION 2330

Signed by:

Witness

8\ FOR

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 1620

Signed by:

Witness

9\ FOR

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION, LOCAL 512

Signed by:

Witness

10\ FOR

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL 579

Signed by:

Witness

11\ FOR

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 855

Signed by:

Witness

12\ FOR

INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES UNION, LOCAL 1984

Signed by:

Witness

13\ FOR

CONSTRUCTION GENERAL LABOURERS
INTERNATIONAL ROCK AND TUNNEL WORKERS,
LOCAL 1208

Signed by:

Witness

14\ FOR

INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL NO. 137

Signed by:

Witness

15\ FOR

HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES
INTERNATIONAL UNION, LOCAL 779

Signed by:

Witness

16\ FOR

ELEVATORS CONSTRUCTORS, LOCAL 125

Signed by:

Witness

APPENDIX NO. 1

LOCAL UNION 764
OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

1) CLASSIFICATION AND HOURLY RATES OF WORK

	<u>Sept 4</u> <u>2005</u>	<u>July 01</u> <u>2006</u>	<u>July 01</u> <u>2007</u>	<u>July 01</u> <u>2008</u>	<u>July 01</u> <u>2009</u>
Structural Steel Erector, Welder and Machinery Mover	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

Reinforcing Rodmen

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Original Signed by Tom Woodford:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 1A

LOCAL UNION 764
OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time	EMPLOYER'S CONTRIBUTION														
11/2 T: Time and one D/T: Double Overtime	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.50	2.25	3.00												
2) Pension Fund	4.00	6.00	8.00												
3) General Industry Promotion Fund	0.20	0.30	0.40												
4) Journeyman Apprenticeship Fund	0.12	0.18	0.24												
5) Educational Training	0.15	0.23	0.30												
6) Trade Improvement Fund	1.00	1.50	2.00												
7) L.I.I. Fund	0.01	0.015	0.02												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 2

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

1) CLASSIFICATION AND RATES OF WAGES

	Sept 4 <u>2005</u>	July 01 <u>2006</u>	July 01 <u>2007</u>	July 01 <u>2008</u>	July 01 <u>2009</u>
Boilermaker Rigger and Welder	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Original Signed by Tom Walsh:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 2A

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

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	2.25	3.37	4.50												
2) Pension Fund	3.50	5.25	7.00												
3) General Industry Promotion Fund	.20	.30	.40												
4) Journeyman Apprenticeship Fund	.15	.23	.30												
5) Educational Training	.22	.33	.44												
6) Administration Fund	.45	.67	.90												
7) Trade Improvement Fund	1.00	1.50	2.00												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 3INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 904

1) CLASSIFICATION AND HOURLY RATES OF WAGES

	<u>Sept 4</u> <u>2005</u>	<u>July 01</u> <u>2006</u>	<u>July 01</u> <u>2007</u>	<u>July 01</u> <u>2008</u>	<u>July 01</u> <u>2009</u>
Mobile Crane, Overhead Crane, Boom Truck Operators and Heavy Duty Mechanic	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Original Signed by Mike Ezekiel:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 3A

LOCAL 904
INTERNATONAL UNION OF OPERATING ENGINEERS

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.55	2.32	3.10												
2) Pension Fund	3.00	4.50	6.00												
3) General Industry Promotion Fund															
4) Trade Improvement Fund	1.00	1.50	2.00												
5) Educational Training & Promo	0.25	0.38	0.50												
6) Administration Fund (Mgm Benefit)	0.20	0.30	0.40												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 4

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND CANADA
LOCAL UNION 740

1) CLASSIFICATION AND HOURLY RATES OF WAGES

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Plumber, Fitter and Welder	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28
1 st Year Apprentice65% of Journeyman's rate				
2 nd Year Apprentice70% of Journeyman's rate				
3 rd Year Apprentice75% of Journeyman's rate				
4 th Year Apprentice80% of Journeyman's rate				

WELDERS

In the event Welders are required to hold a welding certificate such tests shall be arranged by the Employer. Welders passing a test will be furnished a copy of the test papers from the Employer at the completion of his employment.

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by Calvin Jones:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 4A

LOCAL UNION 740
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND CANADA

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.29	1.93	2.58												
2) Pension Fund	3.40	4.60	6.80												
3) General Industry Promotion Fund	.20	0.30	0.40												
4) Journeyman Apprenticeship Fund	.35	0.50	0.70												
5) Educational Training	.24	0.36	0.48												
6) Administration/Rate Stabilization Fund	1.00	1.50	2.00												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 5

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA MILLWRIGHT, LOCAL 1009

1) CLASSIFICATION AND HOURLY WAGES RATES

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Journeyman Millwright Class "A"	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

When Millwright Apprentices are employed, the working conditions and wages will be in compliance with the Apprenticeship Program existing in the Province of Newfoundland and Labrador for these apprentices.

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE3) TOOLS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by Darrell Melvin:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 5A

LOCAL 1009
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, MILLWRIGHT

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.15	1.72	2.30												
2) Pension Fund	2.85	4.27	5.70												
3) General Industry Promotion Fund	0.20	0.30	0.40												
4) Journeyman Apprenticeship Fund															
5) Educational Training	0.20	0.30	0.40												
6) Trade Improvement Fund	1.00	1.50	2.00												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

LOCAL 1009
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, MILLWRIGHT

TOOLS SCHEDULE

The following tools are to be supplied by the Journeyman Millwright as a condition of employment or maintenance of employment:

1 - 6" minimum Millwright Level	1 - Set of Thread Gauges
1 - 50' Steel Tape	Dividers to 6"
1 - 10' Steel Tape	1 - 6" Precision Scale
1 - Micrometer, 0-1"	Vice Grip Pliers
1 - Feeler and Tape Gauge	Soft Grip Pliers
2 - 1 lb. Plumb Bobs	Soft Face Hammer
3 - Ball Pean hammers to 2 lbs.	Tool Boxes
1 - Hack Saw	1 - Scriber
1 - Set Punches and Chisels	1 - 12" Full Combination Precision Square
1 - Pair Combination Pliers	Inside and Outside Callipers up to 6"
1 - Pair Side Cutters	1 - Centre Punch
1 - Pair 10" Snips	1 - Tommy Bar
1 - 8" Pipe Wrench	1 - Set Assorted Screwdrivers
1 - Set Adjustable Wrenches to 12"	1 - Set Combination Wrenches to 1¼"
1 - Set Allen Head Wrenches	
1 - Set ½" Drive Sockets to 1¼"	

The Employer shall supply all other tools and/or special equipment which cost will be deducted from his wages if not returned in good condition when requested, subject to reasonable wear and tear.

APPENDIX NO. 6

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED
CRAFTWORKERS, NEWFOUNDLAND AND LABRADOR
LOCAL NO. -1-

1) CLASSIFICATION AND HOURLY WAGE RATES

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Bricklayer, Blocklayer	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28
Refractory Worker	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28
Cement Mason	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28
Refractory Helper	\$20.83	\$21.58	\$22.33	\$23.08	\$23.83

1st Year Apprentice65% of Journeyman's rate
2nd Year Apprentice70% of Journeyman's rate
3rd Year Apprentice75% of Journeyman's rate
4th Year Apprentice80% of Journeyman's rate

The following conditions noted are from the Project Collective Labour Agreement for Plant Maintenance work at Iron Ore Company, Labrador City, as negotiated by Marshall Industries Limited and the Newfoundland and Labrador Building and Construction Trades Council.

Refractory Workers are to be the actual installers of material or application of products. Helpers hired to work are not to perform actual hands on work. They are for support work only.

Benefits are to reflect those in effect in the Four Province Refractory Agreement with the addition of the Newfoundland Industry Fund for the Building Trades Council and the education fund. In accordance with the agreement all benefits are paid on hours earned.

Dues are \$20.00 per month, for Newfoundlanders and 5% of gross for all employees, with the appropriate IU dues per the schedule above. The schedule will be updated as the benefits may change. Dues and Benefits are to be remitted on the forms and to the addresses on those forms, which are provided.

2) DUES CHECKOFF

The Employer shall deduct \$0.28 per man hour worked as I.U. dues check off. Such monies shall be remitted to the Union by the fifteenth (15^h) day of the following month. The employer will be notified when the I.U. Dues change.

The employer shall deduct \$20.00 per month for Newfoundland Union members and 5% of gross earnings for all employees. Such monies shall be remitted to the union by the 15th day of the following month.

The Employer will transmit the contributions to the appropriate funds, as instructed by Local No. 1, no later than the fifteenth (15th) of the following month.

3) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by John Leonard:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 6A

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED
CRAFTWORKERS, NEWFOUNDLAND AND LABRADOR
LOCAL NO. -1-

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.50	2.25	3.00												
2) Pension Fund	2.50	3.75	5.00												
3) Refractory Admin. Fund	.30	.45	.60												
4) Industry Fund	0.80	1.20	1.60												
5) Education Fund	0.45	0.68	0.90												
6) Newfoundland Industry Fund	0.25	0.37	0.50												
7) Trade Improvement Fund	1.00	1.50	2.00												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 7

THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 2330

1) CLASSIFICATION AND HOURLY RATES OF WAGES

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Journeyman Electrician	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

1st Year Apprentice65% of Journeyman's rate
 2nd Year Apprentice70% of Journeyman's rate
 3rd Year Apprentice75% of Journeyman's rate
 4th Year Apprentice80% of Journeyman's rate

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE3) TOOLS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS
 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by Richard Dalton:

Signed by:

MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 7A

THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 2330

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.00	1.50	2.00												
2) Pension Fund	3.95	5.92	7.90												
3) Trade Improvement Fund	1.00	1.50	2.00												
4) Journeyman Apprenticeship Fund	0.14	0.21	0.28												
5) Educational Training															
8) MOP	0.40	0.60	0.80												

Note: \$0.13 of Gross pay is vacation pay.

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

LOCAL 2330
THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

TOOLS SCHEDULE

ELECTRICIANS:

The following tools are to be supplied by the Journeyman Electricians as a condition of employment or maintenance of employment:

1 - 12" pipe wrench	6 - assorted screw drivers, including
1 - 10" pipe wrench	Robertson standard sizes
1 - adjustable hacksaw (Blades to be supplied by employer.)	1 - pair of diagonal cutting pliers
1 - ratchet brace	1 - machine hammer
1 - burring reamer 1 1/4"	1 - 6 foot folding rule (wooden)
1 - plumb bob and chalk line	1 - small tap wrench
1 - medium size level	1 - large tap wrench
1 - keyhole saw (Blades to be replaced by employer.)	1 - soldering iron
1 - adjustable crescent wrench or "S" wrench 10" maximum	1 - claw hammer
1 - wood chisel	1 - rawl plumb drill holder
1 - centre punch	1 - pocket knife
1 - brace extension	1 - 600V tester
1 - 6" square	1 - half round file
1 - 11/16 wood bit	1 - rat tail file
1 - expansion bit (Taps and drills replaced by the employer when broken.)	

All apprentices shall supply the following tools:

- | | |
|----------------------------------|------------------|
| 1 - 8" cutting pliers | 1 - pocket knife |
| 1 - screwdriver | 1 - pencil |
| 1 - 6 foot folding rule (wooden) | |

Linemen:

All linemen should supply the following tools as a condition of employment or maintenance of employment:

- | | |
|----------------------------------|---------------------------|
| 1 - 8" pliers (Klein) | 1 - 10" adjustable wrench |
| 1 - 6 foot folding rule (wooden) | 1 - body belt |
| 1 - machine hammer | 1 - safety belt |
| 1 - 10" screwdriver | 1 - pair of spurs |
| 1 - pocket knife | |

The Employer shall supply all other tools and/or special equipment which cost will be deducted from his wages if not returned in good condition when requested, subject to reasonable wear and tear.

APPENDIX NO. 8

THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1620

2) CLASSIFICATION AND HOURLY RATES OF WAGES

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Journeyman Electrician	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

3) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

Signed by Sean O'Leary:

FOR THE EMPLOYERS

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 8A

THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1620

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

[illegible]

APPENDIX NO. 9

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL 512

1) CLASSIFICATION AND HOURLY RATES OF WAGES

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Sheet Metal Worker	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

2) FRINGE BENEFITS AS PER ATTACHED SCHEDULE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

Original Signed by William Squires:

FOR THE EMPLOYERS

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 9A

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION
LOCAL 512

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.30	1.95	2.60												
2) Pension Fund	4.40	6.60	8.80												
3) Trade Improvement Fund	1.00	1.50	2.00												
4) Journeyman Apprenticeship Fund															
5) Educational Training	.21	.32	.42												
6) Administration Fund (R.S.F.)															

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 10

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL 579

2) CLASSIFICATION ONLY

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Journeyman Carpenter	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28
Journeyman Scaffolder					

When Carpenter/Scaffolder Apprentices are employed, the working conditions and wages will be in compliance with the Apprenticeship Program existing in the Province of Newfoundland and Labrador for these apprentices.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by Gus Doyle:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 10A

LOCAL 579
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, MILLWRIGHT

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.50	2.25	3.00												
2) Pension Fund	2.10	3.15	4.20												
3) General Industry Promotion Fund	0.10	0.15	0.20												
4) Trade Improvement Fund	1.00	1.50	2.00												
5) Educational Training	0.13	0.20	0.26												
6) Administration Fund	0.37	0.55	0.74												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 11INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 855

3) CLASSIFICATION ONLY

	<u>Sept 4</u> <u>2005</u>	<u>July 01</u> <u>2006</u>	<u>July 01</u> <u>2007</u>	<u>July 01</u> <u>2008</u>	<u>July 01</u> <u>2009</u>
Truck Driver	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28
Warehouse					
Personnel					

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Original Signed by Dave Pearce:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 11A

LOCAL 855
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: STRAIGHT TIME	EMPLOYER'S CONTRIBUTION														
S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.00	1.50	2.00												
2) Pension Fund	1.65	2.47	3.30												
3) Trade Improvement Fund	1.00	1.50	2.00												
4) Journeyman Apprenticeship Fund															
5) Educational Training	0.15	0.23	0.30												
6) Administration Fund															

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 12

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES UNION, LOCAL 1984

4) CLASSIFICATION ONLY

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Journeyman Painter	\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Original Signed by Brian Perry:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 12A

LOCAL 1984
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.20	1.80	2.40												
2) Pension Fund	1.00	1.50	2.00												
3) General Industry Promotion Fund	0.26	0.39	0.52												
4) Journeyman Apprenticeship Fund	0.25	0.38	0.50												
5) Trade Improvement Fund	1.00	1.50	2.00												
6) Administration Fund															

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 13

CONSTRUCTION GENRAL LABOURERS
INTERNATIONAL ROCK AND TUNNEL WORKERS
LOCAL 1208

5) CLASSIFICATION ONLY

	<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
Blaster/Surveyor	\$24.90	\$25.65	\$26.40	\$27.15	\$27.90
Roofer					
Truck Driver	\$22.10	\$22.85	\$23.60	\$24.35	\$25.10
General Labourer	\$19.92	\$20.67	\$21.42	\$22.17	\$22.92

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by Vic Slaney:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 13A

LOCAL 1208
CONSTRUCTION GENERAL LABOURERS
INTERNATIONAL ROCK AND TUNNEL WORKERS

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.55	2.32	3.10												
2) Pension Fund	2.00	3.00	4.00												
3) General Industry Promotion Fund	1.00	1.50	2.00												
4) Journeyman Apprenticeship Fund															
5) Educational Training	1.00	1.50	2.00												
6) Trade Improvement Fund	1.00	1.50	2.00												

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 14

INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL NO. 137

6) CLASSIFICATION ONLY

<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

Tradesmen are to be the actual installers of material or application of products. Helpers hired to work are not to perform actual hands on work. They are for support work only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Original Signed by Robert Hunt:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 14A

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

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.89	2.83	3.78												
2) Pension Fund	3.59	5.38	7.18												
3) Trade Improvement Fund	1.00	1.50	2.00												
4) Journeyman Apprenticeship Fund															
5) Educational Training															
6) Administration Fund															

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 15HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES
INTERNATIONAL UNION, LOCAL 779

7) CLASSIFICATION ONLY

<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
\$19.92	\$20.67	\$21.42	\$22.17	\$22.92

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

FOR THE EMPLOYERS

Signed by Pat McCormick:

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 15A

LOCAL 779
HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: STRAIGHT TIME	EMPLOYER'S CONTRIBUTION														
S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	1.20	1.80	2.40												
2) Pension Fund	2.50	3.75	5.00												
3) General Industry Promotion Fund	2.27	3.40	4.54												
4) Journeyman Apprenticeship Fund															
5) Educational Training															
6) Administration Fund															

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.

APPENDIX NO. 16

THE INTERNATIONAL BROTHERHOOD
OF ELEVATORS CONSTRUCTORS
LOCAL 125

3) CLASSIFICATION AND HOURLY RATES OF WAGES

<u>Sept 4 2005</u>	<u>July 01 2006</u>	<u>July 01 2007</u>	<u>July 01 2008</u>	<u>July 01 2009</u>
\$24.28	\$25.03	\$25.78	\$26.53	\$27.28

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 4th DAY OF September, 2005.

FOR THE UNION

Signed by Glen Jones:

FOR THE EMPLOYERS

Signed by:
MARSHALL INDUSTRIES LIMITED

Date

APPENDIX 16A

THE INTERNATIONAL BROTHERHOOD
OF ELEVATORS CONSTRUCTORS
LOCAL 125

FRINGE BENEFITS SCHEDULE

The Employer will contribute to the following funds for each hour worked or traveled by each employee as follows:

S/T: Straight Time 11/2 T: Time and one D/T: Double Overtime	EMPLOYER'S CONTRIBUTION														
	<u>September 4, 2005</u>			<u>July 1, 2006</u>			<u>July 1, 2007</u>			<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T	S/T	11/2T	D/T
1) Health and Welfare	0.91	1.36	1.82												
2) Pension Fund	1.00	1.50	2.00												
3) General Industry Promotion Fund															
4) Journeyman Apprenticeship Fund															
5) Educational Training															
6) Trade Improvement Fund															

The Employer will transmit the contribution to the Administrator designated in writing by the Union by the 20th of the month following the month in which contributions were made.

Same amounts should be as negotiated in the NCLRA Construction Agreement.