

Collective Labour Agreement

September 21, 2022 - April 30, 2027

between

The Construction Labour Relations Association of Newfoundland and Labrador Inc.  
(Herein referred to as the CLRA)

and

The International Union of  
Bricklayers and Allied Craftworkers  
Local No. 1  
(Herein referred to as the Union)

Effective Date: September 25, 2022

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## **ARTICLE 1.00 INTERPRETATION – SAVING PROVISION**

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### Article 1.01

When used in this agreement, the words "Company and/or Employer" means a Company or individual party to this Agreement.

### Article 1.02 Saving Provision

Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of a court of competent jurisdiction, the provision or part of the Agreement thus rendered invalid shall not invalidate or effect the remaining portions hereof.

## **ARTICLE 2.00 PURPOSE**

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### Article 2:01

The purpose and intent of this Agreement is to provide co-operation and harmony, to provide an orderly procedure for the prompt and equitable disposition of grievances and to set forth herein the basic agreement covering rates of pay, hours of work and general conditions of employment.

## **ARTICLE 3.00 RECOGNITION**

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### Article 3.01

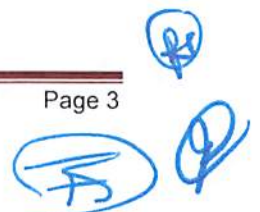
The Association, its members, and all other Employers on whose behalf this agreement is signed individually and collectively, recognize the Union as the sole collective bargaining agency for all employees engaged on any work coming within the Jurisdiction of the Bricklayers and Allied Craftworkers as set forth in its Constitution.

### Article 3.02

The terms and provisions of this Agreement shall be binding upon any person or party doing sub-contract work for any member, firm or contractor, signee to the agreement or any contractor on whose behalf this agreement is signed.

### Article 3.03

The members of the Union, as distinguished from Journeypersons from outside this province, shall be given preference of employment when available and capable of efficiently performing the work involved. Furthermore, if workers not normally residents of the province are employed, these, as a general rule, shall be the first laid off as work decreases. However, should an employer, in order to obtain workers from outside this province, be forced to sign a contract with such workers, guaranteeing a definite period of employment, the employer shall not be forced to break such agreement or contract. Any such contract shall apply only to employment on a specific job and shall not guarantee more than three months employment except with the approval of the Union. All employees shall present a referral slip from the Union Office showing that they are a member in good standing to their Employer when they are being hired.





Article 3.04

When selecting new employees for a job, the Employer shall directly name hire supervisors and one-half of additional requirements. Balance of manpower requirements shall be hired by the Union submitting to the Employer individual names from the out of work list.

For the commercial sector only, the hiring shall be 75% contractor selection, 25% union selection. The employer will submit the required standard of qualifications and skills to the union. The union will provide to the employer the name hire(s) which match the requested qualifications from the employer, and must provide a summary of work experience, safety certifications and address.

Article 3.05

Distribution of hiring for the work force shall be performed in such a manner as to maintain as near as is possible the ratio established in the preceding paragraph throughout all classifications of employees. Transfer and lay-off will likewise be implemented so as to maintain such ratio.

**ARTICLE 4.00            UNION SECURITY**

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Article 4.01

Only after the Employer has been informed by the Union that no Union members are available, may non-union members be hired, and such non-union employees shall be replaced immediately by Union members should the Union request such replacement.

Article 4.02

All employees who are members of the Union at the time of the signing of this agreement shall maintain their membership in the Union in good standing as a condition of employment, and without effecting the provision of Section 1.00 of this Article, all employees who are not members of the Union shall become members of the Union, providing they so qualify, within fifteen (15) days of the signing of this agreement, or of their being hired, whichever is the later, and maintain their membership in good standing as a condition of employment.

Article 4.03

The Union hereby agrees not to supply Journeypersons or Apprentices to any Employer who is not signatory to this Collective Agreement. The Employer is not obligated to employ members of Local No. 1 who have worked for Non-Union Employers.

Article 4.04

The company will deduct 4% of gross earnings weekly and \$20.00 per month at the first pay period of each month, for each member's union dues; those monies will be forwarded to 631 Conception Bay Highway, CBS, NL A1X 7L4, to the attention of the financial secretary. These are due by the 15th of the month following the month the member worked.

## **ARTICLE 5.00 NO STRIKE OR LOCKOUT**

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### Article 5.01

During the life of this agreement, there shall be no strike, lockout, slowdown, or stoppage of work. The Employer agrees that in the event that there is a legal strike, by reason of the refusal of union members to cross a picket line or work with employees who are not members of the Trades NL – Building Trades of Newfoundland and Labrador, other than those specially permitted to work by some term or provision of this Agreement while not being Trades NL – Building Trades of Newfoundland and Labrador Members, it shall not take disciplinary action nor institute civil action against such union members or their union as a result of such refusal to cross a legal picket line or to work with such employees.

## **ARTICLE 6.00 STEWARDS, BUSINESS AGENT**

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### Article 6.01

On each Job where two or more employees are employed, the Union shall appoint a Steward who shall have the authority to act as spokesperson for the Union and employees on certain matters covered by this Agreement and on certain Union regulations. The Steward shall be a qualified Journeyperson. The Union Business Agent and/or the Business Manager of the Trades NL – Building Trades of Newfoundland and Labrador also shall have the right to visit any job to interview the Steward or other employees of this Local after receiving the approval of the same from the Project Manager or the owner's representatives. These interviews are to be held on employee break time.

### Article 6.02

With the exception of the Foreperson, the Steward shall be laid off in the order in which they were hired, and if available, shall be the first rehired, unless dismissal for just cause, provided that they are qualified to complete the work.

### Article 6.03

Stewards shall be allowed sufficient amount of time during working hours to perform Union duties.

### Article 6.04

In the event of shift work there shall be one (1) Job Steward on each shift.

### Article 6.05

The Job Steward shall be given the opportunity to work all available overtime when practical provided that they are qualified to complete the work.

## **ARTICLE 7.00 TRANSPORTATION AND SUBSISTENCE**

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### Article 7.01

All employees employed on job sites outside the Free Zones shall have board and lodging paid at the employer's cost.



Commercial Free Zone:

Shall be described as within eighty-five (85) kilometres from the city or town boundary in which the Employer’s office is situated; or eighty-five (85) kilometres from the city or town boundary in which the employee resides.

Industrial Free Zone:

Shall be described as within fifty (50) kilometres from the city or town boundary in which the Employer’s office is situated; or fifty (50) kilometres from the city or town boundary in which the employee resides.

Employees employed on a jobsite outside the Free Zone who are required to use their own vehicle shall receive sixty-eight cents (\$0.68) per kilometre outside the Free Zone upon signing of this Agreement. Mileage to remain at sixty-eight cents (\$0.68) for the life of this Agreement.

Article 7.02

All time spent traveling shall be paid on a basis of straight time to a maximum of eight (8) hours pay in addition to any time worked in the same twenty-four (24) hour period.

Article 7.03

No employee shall be discriminated against for refusing to use their own vehicle.

Article 7.04

Any employee who is obliged to remain out of town overnight shall receive ninety-one dollars (\$91.00) per day worked, or have adequate room and board provided as mutually agreed by the Employer and employee. Employees shall not suffer any loss of regular working hours as a result of or while engaged on out-of-town work. While hours of work are to be strictly observed while engaged on-out of-town work, only regular rates shall be paid for time spent in travel on Sundays or holidays, and then only for the hours between 8:00 am and 5:00 pm. Employees who are obliged to remain out of town for an extended period shall have room and board provided by the employer for seven (7) days per week providing they reside in the vicinity of the job site of employment for seven (7) days. Employees who are obliged to remain out of town on projects not accessible by road (Labrador), and after completion of twenty-eight (28) days shall be entitled to a maximum of eight (8) hours travel to their place of residence. When working a regularly scheduled turnaround shift in Labrador, travel time shall be paid on return travel only up to a maximum of eight (8) hours straight time pay.

Living Out Allowance Increases:

Upon Signing	\$3.00	(\$91.00)
May 1, 2023	\$4.00	(\$95.00)
May 1, 2024	\$3.00	(\$98.00)

Article 7.05

Employees entering this locality from another, or leaving this locality to work in another, shall, unless the Union permits an exception to be made to this provision on a particular job, receive the wage rate of the higher rated locality.

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Article 7.06

If a higher rate of pay is given to employees, the highest rate of pay shall prevail for all jobs and all employees.

Article 7.07

Where employees are engaged on jobs which are located away from the municipality of the Employer's main office and where such employees are provided with board as per Article 7.04, such employees shall be entitled to return transportation every twenty-one (21) days or alternate with mutual consent between the contractor and the union. Transportation, i.e. airfare will be provided at the employer's cost. An employee may refuse out of town work without penalty only for just cause (to be defined as illness in the employee's immediate family as supported by a doctor's certificate if requested by the employer.)

**ARTICLE 8.00 WEATHER CONDITIONS, ACCOMMODATIONS, SAFETY EQUIPMENT**

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Article 8.01

On all construction jobs, and other jobs where needed, a place shall be provided by the Employer which is weather proof and in which employees may keep their tools and clothing and have their lunch in reasonable comfort. The tool shed shall be kept under lock and key at all times.

Article 8.02

An employee who reports for work as usual and for whom no work is available due to circumstances beyond their control or because of inclement weather shall be paid two (2) hours reporting time at the applicable rate, provided the employee remains on the job, if requested, for the two-hour period. During this two-hour period, the Employer retains the right to assign employees to other work which may be unaffected by inclement weather conditions. For industrial work, if the employee reports to or commences work, but is unable to complete the shift due to circumstances beyond their control, they shall be paid to mid-shift. If the employee works beyond the middle of their shift, they shall be paid for the entire shift.

Article 8.03

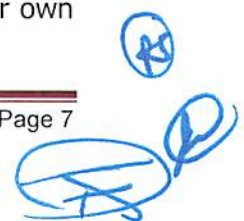
The Employer may contact employees after working hours to inform the employees that there will be no work the next day because of inclement weather.

Article 8.04

Where mutually agreed between the employee and the Employer, employees shall be permitted, if requested by the Employer or owner's representative, to work a straight time make-up day should time be lost due to inclement weather during the normal work week excluding Sundays and holidays. The Employer agrees that there shall be no discrimination against any employee for refusing to work a make-up day.

Article 8.05

The Employer agrees to furnish in the first instance gender appropriate essential safety equipment such as goggles, hard hats, safety glasses, face shields, respirators, gloves, and coveralls. The employee is responsible for these and will have to replace them at their own expense if they are lost or damaged through their own fault.





Article 8.06

Employees are required to give their Employer reasonable notice for absenteeism. Repeated failure to notify the Employer of such may result in disciplinary action. In case of disciplinary action, the Union will be notified immediately.

Article 8.07

Each member shall carry a records book to show their work experience and classification.

**ARTICLE 9.00 APPRENTICES**

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Article 9.01

Apprentices shall become indentured as soon as possible under the provisions of the Apprenticeship Act of the Province. The document of Indenture shall not conflict in any way with the provision of this agreement.

Article 9.02

The probationary period for apprenticeship shall not exceed four (4) months from the time the apprenticeship period started.

Article 9.03

The Apprenticeship Standards for the trade of Bricklayers and Masonry, approved April 28th, 1954 shall continue to remain in force and effect except where any provision of such Standards may conflict with any provision of this agreement.

Article 9.04

Apprentices shall receive the following percentage of a Journeyperson's rate:

First year in the trade	65%
Second year in the trade	75%
Third year in the trade	85%
Fourth year in the trade	90%

Full Journeyperson's rate thereafter.

Article 9.05

The third six months and thereafter shall be the percentages for the three-year apprenticeship of a Cement Mason.

Article 9.06

The Employer shall maintain an apprentice ratio of one (1) Apprentice to every three (3) Journeypersons and not more than one (1) Apprentice to every one (1) Journeyperson provided there are sufficient Apprentices and/or Journeypersons available.

Article 9.07

Apprentices shall be given one year credit for pre-job training at any Provincial Vocational School and the Atlantic Provinces Trowel Trades College (Summerside, P.E.I.) and BAC Masonry College.



Article 9.08

"Apprentice" shall not replace the Mason's Helper.

Article 9.09

The Employer shall have the right to hire Non-Union Apprentices if no Union Apprentices exist or are unavailable subject to Article 4.02.

Article 9.10

Mason and Tile Helpers shall receive the following percentage of Mason and Tile Helpers Rate:

Level One (0-80 Hours)	65%
Level Two (80-1200 Hours)	80%
Level Three (1200-1800 Hours)	90%

Article 9.11

The Employer shall maintain a ratio of one (1) level one or level two helper for every four (4) Journeyperson helpers, provided there are sufficient level one, level two and/or Journeypersons available.

**ARTICLE 10.00      GRIEVANCE PROCEDURE**

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Article 10.01

A grievance under the provisions of the agreement is defined to be any difference, including the degree or extent of disciplinary action, between the parties or between any one of the employees and the Employer covered by this Agreement involving the interpretation, application, administration, or alleged violation of any of the provisions of this Agreement.

Article 10.02

The parties to this Agreement agree that it is of the utmost importance to adjust complaints and settle grievances as quickly as possible. To this end the procedure for processing grievances shall be as follows:

Stage 1

The matter shall be taken up within two (2) working days after the circumstances giving rise to the grievance occurred or originated with the Foreperson or person on the job designated by the Employer for that purpose, by the employee and/or Union Steward and/or Union Representative. The decision or settlement at this stage shall be rendered by the end of the next working day from the time the matter was taken up. Failing an answer or satisfactory settlement at this stage; "or if either party is unable to reach the other party by the end of the second working day," then;

Stage 2

The grievance shall be submitted in writing to the Senior Representative of the Employer on the job or to the person designated by the Employer for such purpose, by the Union Steward and/or Union Representative within two (2) working days after the day the decision was received at Stage 1. The decision or settlement at this stage shall be rendered within two (2) working days following the day of submission of the grievance in writing. Failing an answer or satisfactory settlement at this stage; then;

### Stage 3

The grievance may be referred to arbitration under Article 11.00. Failing a notice by either party, within ten (10) working days following the day the decision was received at Stage 2 of their intention to arbitrate, the grievance shall be considered to be abandoned.

### Article 10.03

Submitted to be defined as, registered mail, fax, email, or hand delivered. It is understood that the employer may file a grievance with the Union and that if such grievance is not settled to the satisfaction of the parties concerned, it may be referred to arbitration in the same way as a grievance of an employee. Such grievances shall be processed at Stage 2 of the Grievance Procedure set out in this Article.

### Article 10.04

During the handling of the grievance, interferences will not be permitted by the parties involved with the progress or prosecution of the work by stoppage, slowdown, or strike.

## **ARTICLE 11.00      ARBITRATION**

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### Article 11.01

Where a difference arises between the parties to or the persons bound by this Agreement, or on whose behalf it has been entered into, and where the difference arises out of the interpretation, application, administration or alleged violation of this agreement and including any questions as to whether a matter is arbitratable, one of the parties may, after exhausting the grievance procedure established by this agreement, submit the matter to arbitration in accordance with Section 92 of the Labour Relations Act.

### Article 11.02

The arbitrator shall have no authority to alter or change in any way the provisions of this agreement or to substitute any new provisions for an existing provision, nor to give any decision inconsistent with the terms and provisions of this agreement.

## **ARTICLE 12.00      JURISDICTIONAL DISPUTE**

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### Article 12.01

All Jurisdictional disputes will be settled in strict accordance with the procedure of the National Joint Board for the Settlement of Jurisdictional Disputes (Canada Plan).

### Article 12.02

If any Jurisdictional dispute arises between or among two or more Unions or groups of employees, there shall be no strike, slowdown, or other interference with the work because of such dispute and the provisions of this article shall be followed to settle the dispute.

### Article 12.03

The employees who have been performing the work under dispute as allocated by the Employer will continue to do so until the dispute is settled under the provisions of this article.





Article 12.04

If none of the parties to the dispute have been performing the work in question, then the Employer will decide, subject to Article 12.05 initially which employee or group of employees will perform the work under dispute until the dispute is settled under the provisions of this Article.

Article 12.05

In allocating work, the Employer shall follow the established local practice decision of record of the Impartial Board for Settlement of Jurisdictional Disputes or International Union Jurisdictional Agreement, if any, and will consult with the Union involved.

Article 12.06

If the matter cannot be adjusted between the Union and groups of employees involved, the matter shall be referred to the office of the International Unions concerned for possible adjustments. In the event that the matter is not then adjusted, the dispute may be referred for decision to the Impartial Board for the Settlement of Jurisdictional Disputes (Canada Plan) and such decision shall be final and binding.

Article 12.07

If and when the Unions and groups of employees involved in the dispute have reached agreement settling it, or if and when it is settled, the Employer will accept such decision.

Article 12.08

Nothing in this Article shall be construed to limit or restrict the Employer's right to fully pursue any and all remedies available under law in event of a Jurisdictional dispute.

**ARTICLE 13.00 HOLIDAYS**

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Article 13.01

The following Holidays shall be recognized:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Armistice Day  | Canada Day       |
| Civic Holiday  | Thanksgiving Day |

Generally, holidays will be held or observed on the day decided by the Provincial Affairs Department of the Provincial Government. Any work performed on holidays, other than the optional one, and Sunday, shall be paid for at double the regular rates.

Any holiday proclaimed by the provincial government during the life of this agreement will also be observed.

## **ARTICLE 14.00 HOURS OF LABOUR**

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### Article 14.01

The regular hours of work shall consist of not more than five (5) days of eight (8) hours each Monday through Friday or four (4) days of ten (10) hours each, Monday to Thursday, and the work week shall consist of forty (40) hours per week. If mutually agreed between the Business Manager and the CLRA prior to tender closing, a four x ten shift schedule, Tuesday to Friday, may be implemented. In which case, Friday would be a straight time day.

### Article 14.02 (A)

The Employer agrees to provide lay-off notice four (4) hours in advance and one hour shall be paid for from 3:30 P.M. to 4:30 P.M.

### Article 14.02 (B)

When less than all members are laid off, the Employer shall give four (4) hours of notice of lay-off. Employees shall be required to give Employers four (4) hours of notice before they quit or leave their employment.

### Article 14.02 (C)

When laid-off, all members shall be paid in full and receive their separation slips unless engaged on work outside an eighty-five (85) km radius of the Company's pay office in which case they will receive same by mail within five (5) business days.

### Article 14.03

Subject to Article 14.04, all work performed outside regular working hours shall be paid at double the regular rates. All work performed on Saturday, Sunday, and Holidays shall be at double the regular rates. Overtime shall be shared equally as far as possible between all members of the crew. Friday would be double time on a four x ten shift schedule. If mutually agreed between the Business Manager and the CLRA prior to tender closing, a four x ten shift schedule, Tuesday to Friday, may be implemented. In which case, Friday would be a straight time day.

### Article 14.04

From 4:30 P.M. Monday until 4:30 P.M. Friday, all overtime for Cement Masons engaged on floor finishing shall be at one and one-half (1 ½) times the regular rates. From 4:30 P.M. Friday, Saturday, Sunday and the holidays defined in Article 13.00, they shall be paid double the regular rate. This Article applies to Floor Finishing only. This applies to commercial sector only.

### Article 14.05

The first four (4) hours overtime for Tile and Terrazzo Workers and their helpers will be paid at the rate of time and one-half (1 ½) up to 8:30 P.M. on Friday. All overtime thereafter will be paid at double time. (Applies outside the Avalon Peninsula). This applies to commercial sector only.

### Article 14.06

All hours worked during Saturday, Sunday and all statutory holidays shall be paid double the regular rate (for Tile and Terrazzo).





Article 14.07

The Employer agrees to a ten (10) minute break in the morning and afternoon as near the midway point of each half shift as practical.

Article 14.08

Employees shall be paid weekly during working hours not later than end of business on Thursday.

Article 14.09

In the event of material shortage or equipment breakdown, employees shall be given a maximum of two (2) hours waiting time. If the problem persists into the next regular day, the employee shall be entitled to a separation certificate within five business days.

Article 14.10

If breakdown of equipment or shortage of material occurs at after lunch break, the employees will be paid for the remainder of the day.

Article 14.11

All work bid and completed under all of the terms and conditions of the Mandatory Job Targeting/Stabilization Memorandum of Understanding which forms part of this Collective Agreement shall not be subjected to any grievance/arbitration by Local 1 with participating contractors who utilized the aforementioned MOU.

**ARTICLE 15.00 WAGES**

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Article 15.01 (A)

Commercial and Industrial Wage Rate Tables are found in Appendix A.

Wage Increases:

Year 1 – 3% on base hourly wage rate (See Article 27 for effective date)

May 1, 2023 3% on base hourly wage rate

May 1, 2024 3% on base hourly wage rate

May 1, 2025 3% on base hourly wage rate

May 1, 2026 3% on base hourly wage rate

Article 15.01 (B)

Industrial Work where there is no non-Union competition shall mean all masonry work required in or performed as part of on-site fabrication, repair service maintenance, construction and erection of heavy industrial developments, including but not limited to: oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, mines and other work of a similar nature.

Article 15.01 (C)

Full time mixer operator and full time forklift operator shall receive \$1.00 per hour over the Masonry Helper rate.

Article 15.02

Vacation Pay shall be eight percent (8%) of gross earnings weekly.

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Article 15.03

Each employee shall be paid two percent (2%) of gross earnings weekly in lieu of paid statutory holidays.

Article 15.04 (A)

A Bricklayer engaged in caulking, pointing, cleaning, brick paving and water proofer shall receive the Bricklayer's rate.

Article 15.04 (B)

Employees engaged on firebrick refractory work, furnace repair, Acid Tile, epoxy coating or similar work shall work in accordance with the four Province Agreements covering same.

Article 15.05

The Foreperson shall receive fifteen percent (15%) over and above the Journeyperson rate. The General Foreperson shall receive twenty percent (20%) over and above the Journeyperson rate. After the third Foreperson has been hired, a General Foreperson shall also be hired.

Article 15.06

When the twelfth (12) Journeyperson is hired, the second Foreperson shall be hired.

**ARTICLE 16.00 WELFARE PENSION AND MASONRY PROMOTION FUND**

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Article 16.01 - Welfare Fund

The Employer shall contribute two dollars and forty-five cents (\$2.45) per hour worked for commercial and two dollars and forty-five cents (\$2.45) per hour earned for industrial to the Bricklayers Union Local 1 at address 631 Conception Bay Highway, CBS, NL A1X 7L4 before the fifteenth day of the month following the month worked. The Union has the right to change this amount on the first of May in each year; changes will be reflected in the base rate and the total pay package adjusted accordingly.

Article 16.02 A - Pension Fund

The Employer shall make the following contributions to the Pension Fund on behalf of each employee employed: - one dollar and fifty cents (\$1.50) per hour worked for commercial work and four dollars and fifty cents (\$4.50) per hour earned for industrial work. The Employer shall remit the aforementioned contribution to the Bricklayers Union Local 1 at address 631 Conception Bay Highway, CBS, NL A1X 7L4 before the fifteenth (15<sup>th</sup>) day of the month following the month worked.

Article 16.02 B

Amounts remitted by the employer on account of employees after the end of the calendar year in which the employees attain 71 years of age, or who are in receipt of a pension from the Pension Fund shall be distributed to such employees, less applicable tax and statutory deductions.





Article 16.03 (A) - I.M.I / Promotion Fund

The employer shall make the following contributions to the I.M.I. / Promotion Fund on behalf of each employee employed:

- Commercial Work: thirty cents (\$0.30) per hour worked
- Industrial Work: forty-five cents (\$0.45) per hour worked

Payment of which shall be made to the Bricklayers Union Local 1 at address 631 Conception Bay Highway, CBS, NL A1X 7L4 by the fifteenth day of the month following the month worked.

Article 16.03 (B) -Member Family Assistance Program (MFAP)

The Employer shall contribute ten cents (\$0.10) per hour worked to the Member Family Assistance Program. Payment of which shall be made to the MFAP Fund and remitted to 80 Mews Place, St. John's NL A1B 4M3.

Article 16.04 - Industry Fund

The Employer shall remit upon signing of this Agreement sixty cents (\$0.60) per hour worked for all ongoing work to the Newfoundland Construction Industry Fund; thirty cents (\$0.30) to the CLRA and thirty cents (\$0.30) to the NLBCTC. Such monies shall be remitted not later than the fifteenth (15th) day of the month following the month worked. The monies shall be remitted to the Bricklayers Union Local 1 at address 631 Conception Bay Highway, CBS, NL A1X 7L4.

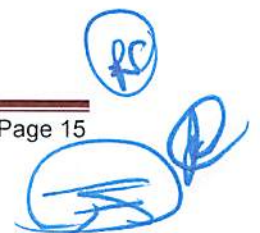
HST of 15% is applicable on the \$0.30 remitted to the CLRA, and the HST portion only shall be mailed separately to the CLRA at 69 Mews Place, St. John's, NL A1B 4N2 with supporting documentation.

Article 16.05 - Market Recovery Stabilization Fund

The Employer shall remit one dollar (\$1.00) per hour worked for each employee covered under this Agreement to the CLRA/Local No. 1 Market Recovery Stabilization Fund. Payment shall be made in trust no later than fifteen (15) days after the termination of the calendar month to the Administrator (appointed by the related parties of this Agreement) of the Fund accompanied by a statement of names, hours worked, and amount for each employee during such calendar month. Employers who are delinquent for forty-five (45) calendar days or more will be assessed a penalty payment of (15%) fifteen percent for all hours owing. This penalty payment shall be payable to the Fund. This Fund will be jointly administered under a Terms of Reference as mutually agreed in the CLRA/Local No.1 Market Recovery Stabilization Agreement and Declaration of Trust.

Article 16.06

The Trustees have the right to make adjustments to Articles 16:01, 16:02, 16:03(A), 16:03(B) and 16:05 on the first of May in each year. Changes shall be reflected in the base and the total package adjusted accordingly subject to thirty (30) day prior notification to the CLRA and the Employer.



## **ARTICLE 17.00 DELINQUENT CONTRIBUTIONS**

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### Article 17.01

Delinquency and continued failure to remit contributions to the Trust Funds and dues deductions provided for in this Agreement, shall be dealt with as follows:

- (1) The Union will advise the Employer and the Construction Labour Relations Association in writing of any delinquency.
- (2) If the Employer has failed to respond within 48 hours of receipt of notice under (1) above, exclusive of Saturday, Sunday and Holidays, the Union may request a meeting with the Employer or employer's representative to provide for payment.
- (3) Should the matter not be solved at the above mentioned meeting, the Union shall have the right notwithstanding Article 5.00 to withdraw the services of its members employed by the delinquent contractors. If and when this action is taken, the members who withdraw their services will not suffer any loss of wages. Notice of any action under (3) shall be given to the contractor, the Association, and any general contractor involved 48 hours in advance.

### Article 17.02

In the event an Employer does not employ any Tradespersons, the employer shall remit a "Nil" report.

### Article 17.03

Payment shall be due and payable not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. The Employer concerned will not only remain liable to the Welfare or Pension Plan for the amount of any contributions not so paid, but shall be responsible for claims or benefits lost to the employees by reason of failure to make timely payments. The Employer shall forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and the hours worked by each employee during such calendar month.

## **ARTICLE 18.00 COMPULSORY REGISTRATION AND CERTIFICATION**

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### Article 18.01

Within sixty (60) days after the signing of this Agreement, the parties hereto shall jointly make application to the appropriate authorities requesting the compulsory registration and certification of Bricklayers and Masons according to the provisions of the Apprenticeship Act or Regulations thereto, with respect to the qualifications of Tradespersons.

### Article 18.02

Within sixty (60) days after the signing of this Agreement, the parties hereto shall jointly make application to the Employment and Labour Relations for the introduction of a schedule covering all Masonry Trades under the Industrial Standards Act.





**ARTICLE 19.00      UNION PREFERENCE**

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Article 19.01

It is recognized that it is a Union principle to give preference of use to materials which have been produced and transported by Union Members, but the Union hereby agrees not to exercise such preference except in cases where material or its transportation is available, suitable, competitive in cost or price, and where the use of Union material or transportation is a matter of choice.

**ARTICLE 20.00      BEREAVEMENT LEAVE**

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Article 20.01

Employees shall be permitted leave up to three (3) days with pay in the case of death in the immediate family (to be defined as the employee's spouse, children, parents, brother, sister, grandparents and parents-in-law).

**ARTICLE 21.00      HEIGHT PAY**

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Article 21.01

The premium above the regular hourly rate shall be paid to employees required to work at heights under such conditions as: temporary staging, scaffolding, tower like structures or structures with a direct drop of fifty (50) feet or more shall be one dollar and twenty-five cents (\$1.50).

**ARTICLE 22.00      SHIFT WORK**

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Article 22.01

When it is necessary to work two (2) or three (3) shifts daily on any particular job, no employee shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.

Article 22.02

When a shift schedule is worked, the hours of work and the hourly rate of pay shall be:

- Day Shift      8:00 AM to 4:00 PM – at regular straight time hourly rate, including the one-half (1/2) hour lunch period.
- Second Shift      4:00 PM to 12 midnight - (\$2.25) premium over the straight time hourly rate, including the one-half (1/2) hour lunch period.
- Third Shift      12 midnight to 8:00 AM - (\$2.75) premium over the regular straight time hourly rate, including the one half (1/2) hour lunch period.

When working 4 x 10 work schedule, night shift premium is \$2.75.



## **ARTICLE 23.00 WORKING PRINCIPALS, PARTNERS AND SHAREHOLDERS**

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### Article 23.01

It is agreed that all working principals, partners, or shareholders must be members in good standing of the Bricklayers and Allied Craftworkers Union, Local No. 1 Newfoundland and Labrador. Under the terms of this Agreement, only two (2) principals, partners, or shareholders will be allowed to work on the tools or act as Foreperson on any job site. The Union will provide the Joint Conference Board with the names of such individuals. All other individuals performing a work function covered by the terms of this agreement will be considered employees.

## **ARTICLE 24.00 AMENDMENTS**

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### Article 24.01

Amendments to this Agreement may be made any time by the mutual consent of both parties. Proposed amendments shall be submitted in writing by the party desiring a change and negotiations therein shall start no later than twenty (20) days following notification. During negotiations and thereafter, if no Agreement is reached, the provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 25.00 PRESERVATION OF WORK**

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### Article 25.01

The parties agree that if and when the Employer shall perform work of the type covered by this agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

### Article 25.02

All alleged violations of this article shall be considered a dispute under this agreement and shall be processed in accordance with the grievance arbitration provisions of this agreement. As a remedy for violation of this article, the arbitrator or arbitration board appointed under this agreement shall be empowered at the Union's request to require the Employer to: (1) pay to affected employees covered by this agreement, the equivalent of wages lost by such employees as a result of the violations, (2) pay into affected joint trust funds established under this Agreement any delinquent contribution to such funds which have resulted from the violations including such interest as may be prescribed by the arbitrator or arbitration board. Provision of this remedy shall not make it the exclusive remedy to the union or violation of this article, nor does it make same or other remedies unavailable to the Union for violation of other Articles of this Agreement.





**ARTICLE 26.00      ENABLING CLAUSE**

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Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or geographical area may be modified by the mutual consent of the Union, Employer and the CLRA when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration.

**ARTICLE 27.00      DURATION**

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Article 27.01

This Agreement shall come into effect on September 21, 2022 and shall remain in effect until the 30<sup>th</sup> day of April 2027. For commercial work this agreement is effective on October 16, 2022 or as mutually agreed between the employer and the union. For industrial work, the agreement is effective on September 25, 2022.

(15)



**SIGNATURE PAGE**

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SIGNED THIS  21  DAY OF  September  2022.

For the International Union  
of Bricklayers and Allied  
Craftworkers Local No. 1,  
Newfoundland and Labrador



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John Leonard

For the Construction Labour Relations  
Association of Newfoundland and  
Labrador on behalf of all Masonry,  
Plasterers, Tile Contractors and Cement  
Contractors covered by the  
Accreditation Order Dated October 12,  
1976:



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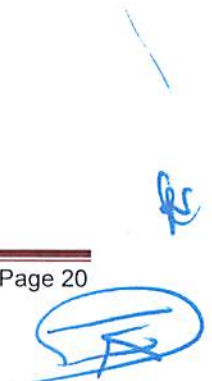
Peter Smith

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Terry French







CLRA and Bricklayers Local 1 Collective Agreement - Commercial Wages Effective 16 October 2022

<u>Trade Classification (Group)</u>	<u>Basic Hourly Rate</u>	<u>Vacation Pay 8%</u>	<u>Holiday Pay 2%</u>	<u>Health &amp; Welfare Benefit</u>	<u>Pension Plan</u>	<u>MFAP</u>	<u>IMI / Promotion</u>	<u>Ind. Fund NLBCTC</u>	<u>Ind. Fund CLRA</u>	<u>Rate Stab. Fund</u>	<u>Gross Hourly Package</u>
Bricklayer	\$ 34.88	\$ 2.79	\$ 0.70	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.32
Precast Welder Erector	\$ 34.88	\$ 2.79	\$ 0.70	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.32
Cement Finisher	\$ 34.88	\$ 2.79	\$ 0.70	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.32
Plaster	\$ 34.88	\$ 2.79	\$ 0.70	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.32
Tile & Terrazzo Mech.	\$ 34.88	\$ 2.79	\$ 0.70	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.32
Tile Helper	\$ 31.66	\$ 2.53	\$ 0.63	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 40.78
Mason Helper	\$ 31.66	\$ 2.53	\$ 0.63	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 40.78
Caulker, Pointer Cleaner	\$ 33.35	\$ 2.67	\$ 0.67	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 42.64
Brickpaver	\$ 33.35	\$ 2.67	\$ 0.67	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 42.64
Masonry Water Proofer	\$ 33.35	\$ 2.67	\$ 0.67	\$ 2.45	\$ 1.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 0.30	\$ 1.00	\$ 42.64

CLRA and Bricklayers Local 1 Collective Agreement - Industrial Wages Effective 25 September 2022

<u>Trade Classification (Group)</u>	<u>Basic Hourly Rate</u>	<u>Vacation Pay 8%</u>	<u>Holiday Pay 2%</u>	<u>Health &amp; Welfare Benefit</u>	<u>Pension Plan</u>	<u>MFAP</u>	<u>IMI / Promotion</u>	<u>Ind. Fund NLBCTC</u>	<u>Ind. Fund CLRA</u>	<u>Rate Stab. Fund</u>	<u>Gross Hourly Package</u>
Bricklayer	\$ 41.11	\$ 3.29	\$ 0.82	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 54.32
Precast Welder Erector	\$ 41.11	\$ 3.29	\$ 0.82	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 54.32
Cement Finisher	\$ 41.11	\$ 3.29	\$ 0.82	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 54.32
Plaster	\$ 41.11	\$ 3.29	\$ 0.82	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 54.32
Tile & Terrazzo Mech.	\$ 41.11	\$ 3.29	\$ 0.82	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 54.32
Tile Helper	\$ 37.42	\$ 2.99	\$ 0.75	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 50.26
Mason Helper	\$ 37.42	\$ 2.99	\$ 0.75	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 50.26
Caulker, Pointer Cleaner	\$ 39.32	\$ 3.15	\$ 0.79	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 52.36
Brickpaver	\$ 39.32	\$ 3.15	\$ 0.79	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 52.36
Masonry Water Proofer	\$ 39.32	\$ 3.15	\$ 0.79	\$ 2.45	\$ 4.50	\$ 0.10	\$ 0.45	\$ 0.30	\$ 0.30	\$ 1.00	\$ 52.36