

2022 – 2027 COLLECTIVE AGREEMENT

BETWEEN

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC. (CLRA)**

AND

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

EFFECTIVE: November 6, 2022 – April 30, 2027

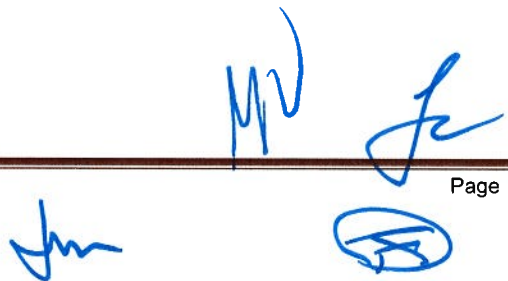
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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relations and close cooperation between the union members and employers in the area covered by this Agreement. It is understood by both parties that their object is the protection of the best interests of the employees and employer, and the electrical industry. Both parties will abide by this Agreement and settle any grievance in a speedy and equitable manner.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer hereby recognizes the union as the sole and exclusive bargaining agent in respect of rates of pay, hours of work and working conditions for all employees throughout the Province of Newfoundland and Labrador in classifications coming within the scope of this Agreement.
- 2.02 No party who is covered by this Agreement shall be asked or permitted to make any individual agreement with respect to any of the matters covered by this Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees in classifications coming within the scope of this Agreement who are members of the Union, at the time of the signing of this Agreement thereafter, shall, as a condition of continued employment, maintain their membership in the Union.
- 3.02 As a condition of continued employment, all employees of the employer coming within the classifications of this Agreement who are not members of the union at the time of signing of this Agreement shall make application to the union for membership within six (6) days of the signing of this Agreement. If such application is not made within the required time of six (6) days, the employer shall thereupon dismiss such employees who have not made the said application.
- 3.03 HIRING: The employer agrees to hire and employ only members of the International Brotherhood of Electrical Workers. No persons shall be hired or rehired unless they present a referral slip from the Union Office and trade and safety certificates. Where it is impractical to present said referral, the Business Manager or representative shall confirm the referral by phone and forward the referral to the employer by mail. The employer recognizes the right of the Business Manager to remove employees from job sites who have not requested a referral slip from the Business Manager or representative.

If an employee wishes to leave one employer and move to another employer, the union will withhold the referral for 30 days, unless otherwise mutually agreed by the Business Manager and the employers involved.

- 3.04 On industrial work, when selecting employees for a job, the employer may select the first five (5) employees, exclusive of forepersons. Subsequent selection of journeypersons and/or apprentices for that separate contract on a job will be shared on a 50-50 new hire basis through the union



office. The union agrees to furnish competent and qualified workers, insofar as possible. The union will endeavour to supply workers within the free zone whenever possible.

On industrial work where the employer has multiple contracts, for the first contract, the employer selects the first five employees and then 50/50 union / employer selection. On all subsequent contracts, the employer selects the first three employees and then 50/50 union / employer selection.

Layoffs will take place in a manner that maintains the 50/50 ratio between employer hires (name hires) and union hires, provided that the employees have the skill set, as determined by site supervision / management for the remaining scope of work.

The employer shall notify the business manager of the transfer of any worker from site to site.

- 3.05 Industrial work is defined as all electrical work required in or performed as part of or incidental to the construction, re-construction and maintenance of including but not limited to all work associated with oil refineries, oil production platforms, chemical plants, cement plants, mine and smelter companies, thermal, hydro and nuclear power developments, pulp, paper and sulphite mills, offshore oil and gas developments, fish plants, breweries and like sites.
- 3.06 CHECK OFF: The employer shall deduct union dues, initiation fees and assessments from the wages of the employee on a weekly basis. The amounts so deducted shall be forwarded to the union office of Local Union 2330 of the International Brotherhood of Electrical Workers not later than the 15th day of the following month accompanied by an alphabetical list of names of all employees under the scope of this Agreement on whose behalf said deductions were made.
- 3.07 UNION AFFILIATION: The employer recognizes the Local Union 2330 is part of the International Brotherhood of Electrical Workers (AFL-CIO-CFL) and that signature of the Agreement by said Local Union 2330 is subject to the approval of the International President of the International Brotherhood of Electrical Workers.
- 3.08 MEMBER PRIORITY: All overtime shall be shared equally, where practical, among IBEW members on the job and in all cases of lay-off, Local Union 2330 members shall retain employment priority. In the case of lay-off, this Article shall supersede Article 4.03. When union members become available, they shall be given an opportunity to replace travelers on any jobs after one full pay period after formal notification by the Business Manager provided no extra cost is incurred by the employer. The employer agrees that where unemployed members are available, the employer will endeavor to place more workers on the job during regular working hours rather than work continuous overtime.
- 3.09 Where a full time electrical storeperson, warehouseperson, or truck driver is required on an industrial jobsite, the worker shall be a member of Local Union 2330.
- 3.10 There shall be no discrimination against a journeyman electrician because of age. The employer shall endeavor to employ the older journeyman wherever possible.



- 3.11 NOTICE: Employees who are laid off or terminated for any reason shall be given four (4) hours notice or four (4) hours pay in lieu of notice of lay off or termination, except in the case of discharge for cause. An employee who quits shall give four (4) hours notice to the employer.
- 3.12 LAY OFF OR TERMINATION: Employees who are laid off or terminated for any reason shall be given all wages due and their separation certificates the same day. Where employees are laid off or terminated on jobs outside the town/city of the employer's corporate office, wages and certificates of separation shall be forwarded electronically within three (3) head office normal working days. In the event that the employer does not comply with the above, the employees shall be paid full wages and benefits for every day they are forced to wait.
- 3.13 JURISDICTION: The employer understands that Local Union 2330's jurisdiction, both trade and territorial, is not subject for negotiations.
- 3.14 The employer recognizes the IBEW as having jurisdiction over the handling, installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, conveyors, street and highway work, tunnels, subways, shafts, dams, river and harbour work, airports, mines, electrically driven draglines and shovels, fire alarms, telephone communication and annunciator systems and computers, and all electrical raceways for electrical cables and wires and all other work as by custom has been performed by members of the IBEW. It is understood that specialty systems may require final check and insurance of certificates by factory trained technicians.
- 3.15 All electrical work as defined in Article 3.14 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workers covered by this Agreement.
- 3.16 On any job where there is a vehicle such as a pick-up, panel truck, etc., and these vehicles are used for transportation of workers and/or materials on the job-site, and the vehicles remain on the job-site in the performance of electrical work, these vehicles shall be operated by workers covered by this Agreement.
- 3.17 Any jurisdictional dispute between unions involving the parties to this Agreement concerning inside construction work shall be settled in accordance with the Plan for Settlement of Jurisdictional Disputes Nationally and Locally as approved by the Building Construction Trades Department AFL-CIO or any other plan, method or procedure that may be adopted in future by the Building Construction Trades Department (AFL-CIO Affiliated).
- 3.18 PRE-FABBING: The cutting, threading and bending of all conduit except for catalogued items shall be performed by workers under the terms of this Agreement.
- 3.19 Out of province companies working in the jurisdiction of Local Union 2330 may supply supervisory personnel only. A company shall be considered to be a provincial contractor when the office and payroll are in the province.



- 3.20 SUB-CONTRACTING: No employer covered by this Agreement shall directly or indirectly sublet work which is normally performed by members of the bargaining unit to any other employer who is not a party to this Agreement. Information regarding work that has been sublet shall not be withheld upon request from the Union. Contractors covered by this Agreement shall not sublet work with intent to absolve themselves of any terms of this Collective Agreement.
- 3.21 No member of the union shall be permitted to contract for or perform electrical work for other than a signatory employer to this agreement.
- 3.22 Any member of the union found doing electrical work on their own account without first having signed the Collective Agreement will be liable to forfeit their membership in Local Union 2330, IBEW.
- 3.23 Any member of the union who signs the Collective Agreement and is subsequently found not to be abiding by the Collective Agreement will be liable to forfeit their membership in Local Union 2330 IBEW.
- 3.24 Any member of the union who becomes a partner in or owner of a company doing electrical work without an Agreement signed and who participates in any non-union and/or double breasted operation will be liable to forfeit their membership in Local Union 2330 IBEW.
- 3.25 STEWARDS: Job or shop stewards may be appointed as necessary by the Business Manager in writing to the employer. However, the first working journey person on a job shall be deemed to be acting steward until such time as an appointment is made. Stewards shall be allowed reasonable time to perform duties of a steward. Stewards shall not be discriminated against for carrying out union duties. If it is desired to transfer a steward, such transfer must be made in consultation with the local union Business Manager or representative. On any job, the steward shall be the third last worker laid off if capable of performing the work required and shall also have the opportunity to work overtime. No steward shall advocate or cause any work stoppage.

The night / cross shift Steward, if one is appointed, shall no longer have Steward duties if the night / cross shift is abandoned. However, they shall be employed until there are less than ten (10) employees on site.

- 3.26 The Business Manager of the local union or appointed Assistant or International Representative shall be allowed access to any shop or job where workers are employed under the terms of this Agreement, after checking in with the Superintendent on jobsite. The above shall also apply to the Business Agent of Trades NL.

ARTICLE 4 - APPRENTICES

- 4.01 A Council known as the Joint Apprenticeship and Training Council shall be formed and all apprentices shall be subject to the rules and conditions of the Council. The Council shall be composed of three (3) representatives of the union, three (3) representatives of the employers and one (1) representative of the Department of Labour and Manpower who shall have no voting power. All prospective apprentices shall be screened and certified as qualified before they can go to work. Two (2) representatives from each side shall constitute a quorum.



- 4.02 The employer shall pay to the Joint Apprenticeship Council fourteen cents (\$0.14) per hour per person for a Training Fund, paid to the Training Fund by the 15th of each month.
- 4.03 The employment of apprentices shall be in accordance with the Apprenticeship Act and Regulations and Amendments thereto. The employer shall, where possible, maintain an equal number of each class of apprentices. Hiring of new apprentices shall be done (subject to 3.03 and 4.01) where possible in accordance with maintaining the equal number of each class of apprentice.
- 4.04 If an employer lays off a third or fourth year apprentice, the worker shall not be replaced by a first or second year apprentice, while there are third or fourth year apprentices unemployed in the immediate area.
- 4.05 The maximum number of apprentices employed by an employer shall be one (1) apprentice to each journeyman unless the Apprenticeship Act allows otherwise.
- 4.06 First, second, and third year apprentices shall work under the direct supervision of a journeyman, fourth year apprentices shall not supervise any other apprentice.
- 4.07 An apprentice shall not be used as a storeroom person, warehouseperson, or truckdriver for a continuous period of more than two (2) months.

ARTICLE 5 - MUTUAL INTEREST

- 5.01 Conference of three (3) representatives of the union and three (3) representatives of the employers shall be appointed and shall meet on the first of every second month for the purpose of discussing problems of mutual interest and to make recommendations for the advancement of the trade and industry. Union representatives (one of whom shall be the Business Manager) shall suffer no loss in regular pay by reason of attendance at such meetings. Two (2) representatives from each side shall constitute a quorum.

ARTICLE 6 - HOURS OF WORK

- 6:01 The regular work week shall be forty (40) hours per week consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days, Monday to Friday between the hours of 7:00 a.m. and 6:00 p.m. There shall be one half-hour lunch break as near as possible to 12:00 noon on each regular shift. Regular hours may be modified by written permission of the union. All scheduled rotations outside of those outlined above must be agreed between the contractor and the business manager. Such agreement shall not be unreasonably withheld.
- 6:01A If an employee is requested by the contractor to work during regular scheduled days off, they will be compensated double (2 x) the regular rate of pay. If an employee is required to stay on their regular scheduled days off for reasons not controlled by the contractor, they shall work (if work is available) and will be compensated at the applicable rate of pay based on the established shift schedule.



- 6:02 All work performed outside the regular working hours shall be at the rate of double the regular rate of pay. Double time on Sundays and holidays for commercial and industrial Work.
- 6.03 The employer agrees there shall be no discrimination against any employee for refusing to work overtime. Overtime shall be distributed equally among employees whenever practical.
- 6.04 There shall be no discrimination against a union officer in regard to employment, because of time lost, without pay, performing the duties of union officer or committee member.
- 6.05 Workers called back to work after the regular quitting time shall be paid a minimum of two (2) hours at the applicable overtime rate.
- 6.06 Unless notified the day previously that work is not available on their normal workday, or when instructed to come to work on a scheduled day off, employees reporting for work shall receive four (4) hours pay at the applicable rate. Should work become available at the expiration of the above four (4) hours, employees shall be paid for the period worked as well as for any standby time that may have lapsed.
- 6.07 The employer shall allow a ten (10) minute coffee break as near the midway point of each four (4) hour shift, where practical.
- 6.08 When overtime is required by the employer, and the employees were not notified the previous day, the employee shall receive a one half (½) hour paid meal period and meal provided by the employer or \$25.00 in lieu of meal after the first two (2) hours of overtime. If overtime is required beyond that period, the employee shall receive a one half (½) hour meal period and meal provided by the employer or \$25.00 in lieu of meal every four (4) hours except the last four. The above will apply after the first eight (8) hours on Saturday, Sunday and holidays.

**ARTICLE 7 - VACATION PAY, STATUTORY HOLIDAY PAY,
HEALTH AND WELFARE AND PENSION FUND,
MARKET RECOVERY STABILIZATION FUND**

- 7.01 In addition to the hourly rates of pay, the employer shall pay each employee 10% of earnings based on gross pay as Vacation Pay and 3% of earnings based on gross pay as Statutory Holiday Pay. This Statutory Holiday Pay and Vacation Pay shall be paid to the union office once a month along with the names and amounts and hours worked for whom it is applicable. Income tax to be deducted weekly as part of gross earnings. The employer will include vacation pay on weekly pay cheques.
- 7.02 HEALTH AND WELFARE: The employer shall remit amounts as noted in Schedule A per person hour earned to the Health and Welfare Fund for each hour earned by each employee covered by this Agreement.
- 7.03 PENSION: The employer shall remit amounts as noted in Schedule A per person hour earned to the Pension Fund for each hour earned by each employee covered by this Agreement.
- 7.04 Payment shall be made to the Administrator appointed by the Trustees.



- 7.05 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 and Pension Fund for the amount of any contributions not so paid, but shall be responsible for claims or benefits lost to the employee or 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 hours worked by each during such calendar month.
- 7.06 The Trust Document, under which the funds are controlled shall provide for equal trusteeship from the union and from the employers. It is further agreed that the existing Trustees responsible for the operation of the Health and Welfare Plan will also be responsible for the Pension Plan Trust Fund unless otherwise specified in future Collective Bargaining Agreements.
- 7.07 Any employer who is delinquent for a period of more than forty-five (45) calendar days shall be liable for a penalty payment of fifteen (15%) percent per month payable to the applicable fund.
- 7.08 ORGANIZING FUND: The employer shall remit to the union forty (\$0.40) cents per person hour worked for a Union Organizing Fund.
- 7.09 MARKET RECOVERY STABILIZATION FUND: The employer shall remit one dollar (\$1.00) per person hour worked for each employee covered under this agreement for the union Market Recovery Stabilization Fund. Payment will be made no later than fifteen (15) days after the termination of the calendar month to the Administrator of the fund accompanied by a statement of names for who payments are made, the amounts for each employee, and hours worked by 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 fifteen (15%) percent for all hours owing. This penalty payment will be payable to the fund. This fund will be jointly administered under a Terms of Reference as mutually agreed, in the Market Recovery Stabilization Agreement and Declaration of Trust.

ARTICLE 8 - HOLIDAYS

- | | | |
|------|--|---|
| 8.01 | Christmas Day
Thanksgiving Day
Discovery Day
New Year's Day
Boxing Day
Labour Day | Victoria Day
Canada Day
Civic Holiday (in the area of work)
Good Friday
Remembrance Day |
|------|--|---|

Any new statutory holidays proclaimed by the Provincial Government shall be observed under this Agreement.

If work is performed on any of these days, the employee shall receive double time for hours worked. Should any abovementioned holidays fall on a non-working day, then a mutual understanding shall be reached between the employer and the union to schedule said holiday. No work shall be performed on Labour Day except in emergency.

8.02 All holidays so designated by this Agreement shall be observed on the day the Government observes them (whether proclaimed under an Act or not). If observed by the Government and named in the contract, it shall be kept on the same day as it is observed by the Federal or Provincial Governments.

8.03 In the case of death in the employee's immediate family, (mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, spouse, children, and shall cover the above with the prefixes "step or foster" attached) up to three (3) days bereavement leave with pay shall be given for time lost from the employee's regular scheduled hours, to enable the employee to attend the funeral or to look after funeral arrangements.

ARTICLE 9 - STRIKES AND LOCKOUTS

9.01 During the life of this Agreement, there shall be no strike, lockout, slowdown or stoppage of work.

ARTICLE 10 - HEALTH AND SAFETY

10.01 The employer and the union have joint responsibility to promote safe working conditions. Employer and employees shall comply with all applicable provisions of the Occupational Health and Safety Act and Regulations, Provincial Health and Sanitation Laws in addition to those rules established by the employer.

10:01A The union will provide safety training in the following areas:

Fall Arrest and Fall Restraint, First Aid, WHMIS, Confined Space Entry, Powerline Hazards, AWP Training and Arc Flash Training. Costs associated with training courses not listed (Rigging, etc.) will be charged back to the employer.

If the worker's first aid certificate expires on a job where first aid is required, the employer will pick up the cost for the training.

10.02 Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided. Employees are required to report any unsafe conditions or unsafe equipment which they observe to their supervisor.

10.03 Only employees who have been instructed in the proper use of explosive actuated tools will be permitted to use them, and no employee shall be discriminated against for refusing to use such tools.

10.04 First and second year apprentices shall not be permitted to use explosive actuated tools.

10.05 There shall be two (2) journeypersons assigned to work on energized circuits over 347 volts, when circuits cannot be de-energized or where there is an obvious danger.

- 10.06 The employer shall provide all special safety wearing apparel and/or equipment as necessary to comply with the Occupational Health and Safety Act and Regulations.
- 10:06A The contractor will ensure that safety equipment designed specifically for women is available to those female trade workers referred to site.
- 10.07 Safety Boots "CSA" approved shall be worn and supplied by the employees. Safety Hats "CSA" approved shall be supplied by the employer.
- 10.08 The employer shall provide first aid requirements on the job or shop so as to comply with the Occupational Health and Safety Act and Regulations.
- 10.09 The employer shall provide a clean and adequate place of shelter, which shall be heated, in which employees may eat their lunch. Sanitary facilities and fresh drinking water will be provided as per the Occupational Health and Safety Act and Regulations. The employer shall also provide a method to heat food and boil water where possible.
- 10.10 Where an employee is injured and leaves the job for medical attention, transportation shall be supplied by the employer as soon as possible. If a doctor decides that the employee is unable to return to the job because of the injury, the employee shall be paid for that full day.

ARTICLE 11 - HEIGHT PAY AND TUNNEL WORK

- 11.01 HEIGHT PAY: Employees required to work on smokestacks, structural steel, towers, from a bosun's chair or bucket, staging, or other areas which are fifteen (15) to thirty (30) meters shall receive ten (10%) percent of the applicable straight hourly rate while on such work. If over thirty (30) meters, the pay will be one and one-half (1½) times the straight hourly rate while on such work.
- If working on an aerial work platform over 30 meters, the pay will be one and one-half (1 ½) times the straight hourly rate while on such work.
- 11.02 The height shall be measured from the employees standing or sitting surface position while working to the first permanent floor, planked in floor, formed in surface or metal deck or to the ground, whichever is higher. Height pay shall be paid in no less than one (1) hour increments.
- 11.03 For the purpose of this Agreement, tunnel work is defined as work by employees engaged in the sinking of shafts, drifting of tunnels and other types of underground work in the actual construction of tunnels, etc., and actually performed below the surface of the earth. This Article shall not apply to work in or on completed installations.
- 11.04 Employees engaged in tunnel work shall receive a premium of ten (10%) percent of their basic straight time hourly rate.



ARTICLE 12 - TOOL LIST OF JOURNEYPERSONS

12.01 Journeypersons shall be required to have:

- 1 8" Linesman Pliers
- 1 Channellocks
- 1 Side Cutting Pliers
- 1 Belt and Pouch
- 1 Tool Box
- 1 Needle Nose Pliers
- 1 Approved knife of the trade
- 1 Measuring tape 5 meters minimum
- 3 Robertson Head Screwdrivers, #6, #8 and #10
- 3 Phillips Head Screwdrivers, #6, #8 and #10
- 3 Straight Head Screwdrivers
- 1 Set Allen Key Wrenches up to ½"
- 1 Hacksaw Frame
- 1 10" Pipe Wrench
- 1 Knock out Punch, ½" to 1¼"
- 1 CSA approved voltage tester up to 600 volts
- 1 Hammer
- 1 Set Socket Head Drivers or Nut Drivers
- 1 Flashlight
- 1 Box End Wrenches or Adjustable Wrench

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

FIRST YEAR - BASIC TOOLS

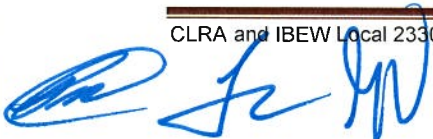
- 1 8" Pliers
- 1 Channellocks
- 1 Belt and Pouch
- 1 Tool Box
- 1 Approved knife of the trade
- 1 Measuring tape 5 meters minimum
- 3 Robertson Head Screwdrivers
- 3 Straight Head Screwdrivers

SECOND YEAR - ADDITIONAL TOOLS

- 1 Hacksaw Frame
- 1 Ball Peen Hammer
- 1 Hammer
- 1 Drywall Saw

THIRD YEAR - ADDITIONAL TOOLS

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



FOURTH YEAR

- 1 10" Pipe Wrench
- 1 Set Socket Head Drivers or Nut Drivers

12.02 The Employer shall provide a safe and dry place for employee's tools.

12.03 The Contractor shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them providing the Contractor furnishes the necessary lockers, gang boxes, or other safe places for storage.

ARTICLE 13 - TRANSPORTATION, BOARD AND LODGING

13:01 FREE ZONES PERTAINING TO TRANSPORTATION, BOARD, AND LODGING SHALL BE DESCRIBED AS WITHIN:

- 1. Fifty (50) kilometers from the City or Town boundary in which the employer's office is situated.
- 2. Fifty (50) kilometers from the City or Town Boundary in which the employee resides.

13:02 All employees employed on job sites outside the free zones shall have board, lodging paid per day worked, or if the employee so wishes, shall be compensated as follows:

LOA Increases

\$3.00 per day effective November 6, 2022	(\$91.00)
\$4.00 per day effective May 1, 2023	(\$95.00)
\$3.00 per day effective May 1, 2024	(\$98.00)

Initial transportation cost to the job site and return upon completion shall be paid by the employer.

13.02A An employee who is scheduled to work a minimum of 40 hours per week and is employed on a job site that is more than 140 KM from

- 1. The City or Town boundary in which the employer's office is located
- 2. The City or Town boundary in which the employee resides

shall have board and lodging paid for a seven (7) day week.

If an employee is absent from work without the employer's permission, then board and lodging is paid per day worked. An employer's permission will not be unreasonably withheld.

13.03 When employees is requested by the employer to use their own vehicle for the convenience of the employer they shall be compensated at the following rates:

\$0.68 cents per KM

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

- 13.04 Employees living in camps shall have transportation from the camp to the jobsite provided daily.
- 13.05 Upon initial hire, layoff and applicable turnarounds, all actual time spent traveling shall be paid on a basis of straight time in addition to any time worked in the same twenty-four (24) hour period. On regularly scheduled turnarounds, travel time shall be paid on return travel only up to a maximum of eight (8) hours straight time pay.

ARTICLE 14 - PAYMENT OF WAGES

- 14.01 All wages shall be paid weekly by cheque or directly deposited at the determination of the employer on or before Thursday. All cheques payable by par. A comprehensive statement of wages and deductions each week shall be issued to the employee. Income tax deductions on Vacation Pay and Statutory Holiday Pay shall be made weekly.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 A grievance under the provisions of this 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, involving the interpretation, application, administration or alleged violations of any of the provisions of this Agreement.
- 15.02 The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible and shall be settled in the following manner:
- 15.03 STEP 1: The matter shall be taken up with the Foreperson by the employee and/or Job Steward and/or Business Agent. Failing settlement within one (1) working day, the matter will proceed to Step 2 within a further one (1) working day.
- 15.04 STEP 2: The matter shall be taken up with the Supervisor by the Job Steward and/or Business Agent. Failing settlement within one (1) working day, the matter will proceed to Step 3 within a further one (1) working day.
- 15.05 STEP 3: The grievance shall be put in writing referring to the clauses of the Collective Agreement violated and taken up with the employer. The employer shall make reply in writing within two (2) working days. If the grievance is not then settled or if the employer fails to make reply within the aforementioned two (2) working days, then within a further two (2) working days, either party may refer the matter to Arbitration in accordance with Article 16 - Arbitration. However, the grievance may be put in writing at any stage of the grievance procedure.

ARTICLE 16 - ARBITRATION

- 16.01 In the event it becomes necessary to submit a grievance involving the interpretation, application or alleged violations of this Agreement to arbitration, the matter shall be placed before a single



Arbitrator or an Arbitration Board or as is mutually agreed so as to comply with the Labour Relations Act.

- 16.02 The expenses and fees of the other party and the Arbitrator shall be paid by the losing party for all grievances filed under this Agreement.
- 16.03 If it is determined by an Arbitrator that an employee was dismissed or laid off improperly, the Arbitrator shall have the power to award compensation for all time lost plus benefits.
- 16.04 The Arbitrator shall have the authority to hear the dispute referred to it and any matter related thereto, including the right to award retroactive pay and/or substitution of penalty in disciplinary cases, but shall not have the authority to modify, amend or in any way alter this Agreement.

ARTICLE 17 - GENERAL


- 17.01 If during the life of this Agreement, Federal or Provincial Legislation is altered so as to affect in any way any of the provisions of this Agreement, then either party may within thirty (30) days request negotiations with respect to the article or section of the Agreement affected.
- 17.02 DISCRIMINATION: There shall be no discrimination in any manner whatsoever by either employers or the union against employees because of race, religious creed, language, sex, age, marital status, physical disability, mental disability, political affiliation, colour or ethnic, national or social origin, membership in the union, or lawful union activity, or any prohibited grounds covered under applicable legislation.

ARTICLE 18 - FOREPERSON AND GENERAL FOREPERSON

- 18.01 WORKING FOREPERSON: On any job where there are less than ten (10) workers and the job warrants, one (1) Journeyperson shall be appointed working foreperson.
- 18.02 FOREPERSON: On any job where there are ten (10) workers or more employed, one (1) Journeyperson shall be appointed Foreperson. Additional supervision shall be appointed as required. Forepersons shall not work with the tools of the trade.
- 18.03 GENERAL FOREPERSON: General Foreperson shall supervise Forepersons. All General Forepersons, Forepersons and Working Forepersons shall be Journeypersons and shall be members of Local Union 2330. General Forepersons shall not work with the tools of the trade.

ARTICLE 19 - RATES OF PAY

- 19.01 The hourly rate of pay for Journeyperson shall be as in Appendix "A" and shall be deemed to be part of this Agreement.



Wage increases for the term of this Agreement shall be as follows:

- 3 % on base hourly rate effective November 6, 2022
- 3 % on base hourly rate effective May 1, 2023
- 3 % on base hourly rate effective May 1, 2024
- 3 % on base hourly rate effective May 1, 2025
- 3 % on base hourly rate effective May 1, 2026

19.02 Apprentices Rates of Pay:

First year	60% of Journeyperson's Hourly Rate;
Second year	65% of Journeyperson's Hourly Rate;
Third year	70% of Journeyperson's Hourly Rate;
Fourth year	80% of Journeyperson's Hourly Rate;

A fourth year apprentice must write the journeyperson examination within twelve (12) months of obtaining fourth year status, provided the apprentice has the required hours. If the apprentice does not write the examination, then the rate of pay will be 75% of the journeyperson's rate.

19.03 Working Foreperson's rate shall be ten (10%) percent above a Journeyperson's hourly rate.

19.04 Foreperson's rate shall be ten (10%) percent above a Journeyperson's hourly rate.

19.05 Electricians performing welding work shall receive 5% above the Journeyperson's rate.

19.06 General Foreperson's rate shall be as negotiated between the General Foreperson and the Employer. Such negotiated rate shall not be less than 5% above Foreperson's rate. General Foreperson shall supervise the work of the Forepersons.

19.07 CONSTRUCTION INDUSTRY FUND: The Employer shall remit thirty (\$0.30) cents per hour worked each to the CLRA and Trades NL for a total of sixty (\$0.60) cents hourly contribution to the Newfoundland Construction Industry Fund. Such money shall be remitted no later than the 15th day of the month following the month in which the hours are worked. The money shall be remitted to an Administrator appointed by the parties. Harmonized Sales Tax (HST) of 15% is applicable on the thirty cents (\$0.30) remitted to the CLRA only, and the HST portion only may be mailed separately to the CLRA at 69 Mews Place, St. John's, NL A1B 4N2 with supporting documentation.

ARTICLE 20 - SHIFT WORK

20.01 For the purpose of clarification, the work week shall be deemed to commence as the starting time of the regular day shift on Monday morning.

20.02 For the purpose of defining the shifts: The first shift shall be the day shift which commences at 8:00 a.m.; the second shift shall be the evening shift and shall follow the first shift; the third shift shall be the night shift and shall follow the second shift.



- 20.03 Members of Local Union 2330 shall have preference to work shifts.
- 20.04 Shift premiums shall apply on all hours worked on the second and third shifts at the following rates:
- | | |
|------------------------|--------------------------------|
| Second and Third Shift | 20% above regular hourly rates |
|------------------------|--------------------------------|
- 20.05 In the event it becomes necessary to work shifts, two (2) full shifts must be worked in any twenty-four (24) hour period between 8:00 a.m. and 8:00 a.m. the following day (Subject to Article 20.12).
- 20.06 When shifts other than the regular day shift are used, these shifts must continue for four (4) consecutive days. In the event an employee does not receive four (4) consecutive days on their shift, they shall receive a minimum of overtime rates plus shift premiums for all hours worked.
- 20.07 When an employee is required to work beyond their eight (8) hour shift without an eight (8) hour break, all work then performed shall be paid for at the applicable overtime rate. There shall be no pyramiding of premium pay.
- 20.08 In no case will an employee be allowed to work more than one shift in any twenty-four (24) hour period between 8:00 a.m. and 8:00 a.m. the following day.
- 20.09 It is agreed that overtime rates shall apply from 4:30 p.m. on Friday, until 8:00 a.m. on Monday morning and on all holidays.
- 20.10 It is understood that the employer will use best efforts to notify the Local Union Business Manager three (3) working days prior to any shift work commencing.
- 20.11 Where two (2) or more shifts are established after two (2) weeks, the employee shall be rotated by working one (1) week on each shift.
- 20.12 Where work is of such a nature that no work can be performed during regular hours, the employer on written permission from the union, may work one (1) shift in a twenty-four (24) hour period.

ARTICLE 21 - PRESERVATION OF WORK

- 21.01 Effective the date of signing this agreement and expiring April 30, 2027, the parties agree that if and when the employer shall perform work of the type covered by this agreement (electrical contracting) 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 to family members) any significant degree of ownership, management, or control, the terms and conditions of this agreement shall be applicable to all such work.
- 21.02 The employer shall operate a strictly union shop and shall not employ non-union tradespersons either in their own right or to any affiliated, subsidiary or related company.



ARTICLE 22 - ORGANIZATIONAL EFFORTS

- 22.01 There shall be a joint committee made up of two employers and two representatives of the union to monitor organizational efforts in respect of the non-union employers in the commercial and industrial sector of the construction industry. The members of the committee will meet regularly to exchange information and to assess the impact and success of organizational efforts. The union will make all reasonable efforts to prevent its members from working with any employer not signatory to this agreement provided that reasonable consideration will be given to the necessity of placing employees for organizational purposes and other situations that may be mutually agreeable. The joint committee shall, upon a quarterly basis, assess the progress of organizing and determine the appropriate actions to reflect increased organization.
- 22.02 MARKET RECOVERY STRATEGY: In accordance with the Terms of Reference and as mutually agreed between the parties with respect to the application and administration of the Market Recovery Program the parties agree:
- (1) That on all jobs where contractors who are members of the CLRA (Construction Labour Relations Association) who are bidding against non-union contractors, shall be permitted to target jobs in accordance with the terms of reference of the Job Targeting Program as per Appendix B and/or subsidize wages of union personnel from the Market Recovery Stabilization Fund when the monies of the Fund permit.
 - (2) That the subsidy will apply to all construction work in Newfoundland and Labrador bid under this Collective Agreement and will remain in effect until the terms of a new agreement is signed.

ARTICLE 23 - TERMS OF AGREEMENT

- 23.01 A copy of this Agreement signed by both employer and union shall be in the possession of both employer and union.
- 23.02 The Term of this Agreement will be from November 6, 2022, to April 30, 2027. All targeted work will be completed under the terms and conditions of the targeting agreements.
- 23.03 The parties to this Agreement may by mutual agreement at any time while the Agreement is in force, vary, cancel, or substitute any provisions of this Agreement other than the term of this Agreement.
- 23.04 Where notice requesting negotiations of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as the new Agreement has been reached in respect to a renewal, amendment or substitute thereof, or until such time as the parties are authorized to declare a strike or lockout under the Labour Relations Act provided that this Agreement may be further extended from time to time by mutual agreement.



Article 24 - Enabling Clause

24.01 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 specific geographical area may be modified by the mutual consent of the union, employer and the Association 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.



THIS AGREEMENT HAS BEEN SIGNED AND EXECUTED BY THE PARTIES APPEARING HEREUNDER:

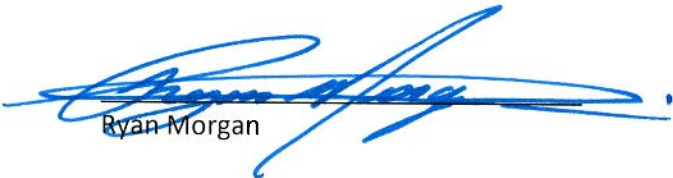
Signed this 7th Day of November, 2022 in the City of St. John's.

On behalf of the International,
Brotherhood of Electrical Workers,
Local Union 2330:

On behalf of the Construction
Labour Relations Association
of Newfoundland and Labrador on behalf of all
Contractors covered by Accreditation:


James Martin



Fred Cahill


Ryan Morgan

Jim Murray

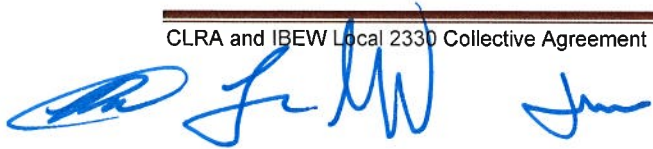
Cordell Cole


George Dalton


Terry French

3610

APPENDIX "A" - Wages and Benefits

Handwritten signatures in blue ink, including a large stylized signature and a smaller signature.Handwritten initials in blue ink, possibly 'SP'.

International Brotherhood of Electrical Workers IBEW Local Union 2330
CLRA and IBEW Local 2330 Provincial Agreement Wage Rates Effective November 6, 2022

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Hourly Rate Incl. Hol/Vac	Health & Welfare	Pension	Training	Trades NL	*CLRA + HST	Rate Stabilization	Organizing Fund	**College Admin Fund	Gross Hourly Wage Package
Journey person	\$ 39.10	\$ 3.91	\$ 1.17	\$ 44.18	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 53.77
Apprentices:													
First Year 60% of JP	\$ 23.46	\$ 2.35	\$ 0.70	\$ 26.51	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 36.10
Second Year 65% of JP	\$ 25.42	\$ 2.54	\$ 0.76	\$ 28.72	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 38.31
Third Year 70% of JP	\$ 27.37	\$ 2.74	\$ 0.82	\$ 30.93	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 40.52
Fourth Year 80% of JP	\$ 31.28	\$ 3.13	\$ 0.94	\$ 35.35	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 44.94
Foremen:													
Working Foreman	\$ 43.01	\$ 4.30	\$ 1.29	\$ 48.60	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 58.19
10% Above JP Foreman	\$ 43.01	\$ 4.30	\$ 1.29	\$ 48.60	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 58.19
Electricians performing Welding Work 5% above JP	\$ 41.06	\$ 4.11	\$ 1.23	\$ 46.39	\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	\$ 55.98
General Foreman Negotiated Article 19.06 Not Less than 5% above Foreman's Rate					\$ 2.00	\$ 4.95	\$ 0.14	\$ 0.30	\$ 0.30	\$ 1.00	\$ 0.40	\$ 0.50	

*HST is applicable on CLRA Industry Funds.

**College Admin Fund - Payable to IBEW Local 2330

Travel: \$0.68 per KM

Living Out Allowance: \$91.00 per Day

Pension and Health and Welfare and College Admin Fund on Hours Earned. All other Funds on Hours Worked.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 2330**

This document represents a non-binding Memorandum of Understanding intended to assist the above-noted parties in creating general guidelines in the absence of any Disciplinary Procedure policy. Nothing herein shall provide either party a basis to grieve under any applicable Collective Agreement existing between them. In such cases where there is an absence of a Disciplinary Procedure policy the following procedure for guidelines for an employee may be established:

1. a. Disciplinary action shall be in the form of progressive discipline (the Progressive Discipline Steps): Warn the employee verbally of the offence. Notify union of verbal warning. Confirmation that a verbal warning has taken place shall be noted in the worker's employment file.
- b. Issue written reprimand to the employee. Copy of reprimand shall be sent to the union. Confirmation that a written warning has taken place shall be noted in the worker's employment file.
- c. Any further offence calls for a possible suspension, the length of the suspension to be at management's discretion. A copy of suspension shall be a letter sent to Union and placed in worker's employment file. Whether employee will continue to be remunerated during the period of the suspension shall be at employer's discretion.
- d. Any offence after a suspension, an employee may be terminated at employer's discretion. If terminated, copy of termination sent to the union.
2. Notwithstanding section 1, the employer shall have full discretion to depart from the Progressive Discipline Steps if, in its sole discretion, it determines a more proportional penalty is required in the circumstances.
3. The following offences shall be subject to automatic termination, subject to applicable duties to accommodate under the *Human Rights Act*: impairment, harassment, theft, violence, unauthorized photography on site, or like offences as determined by site-specific absolutes.
4. An employee may be dismissed for just cause on the authority of the employer or their authorized representative on the job. Such employee and their Union Representative shall be advised promptly by the employer of the cause for dismissal.
5. When an employee has been discharged for cause by an employer and not reinstated through the grievance procedure, such employer shall have the right to refuse to re-employ such employee.



Signed this 7th Day of November, 2022 in the City of St. John's.

On behalf of the International,
Brotherhood of Electrical Workers,
Local Union 2330:



James Martin



Ryan Morgan

Cordell Cole

On behalf of the Construction
Labour Relations Association
of Newfoundland and Labrador on behalf of all
Contractors covered by Accreditation:



Fred Cahill

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