

COLLECTIVE AGREEMENT

BETWEEN

THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC.
("hereinafter called the CLRA")

AND

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST
INSULATORS AND ALLIED WORKERS, LOCAL 137
("hereinafter called the Union")

November 17, 2022 - April 30, 2027


Effective: November 20, 2022



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for
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Definitions

Industrial Construction means all construction work that is within the work jurisdiction of Local Union 137 in respect to the following types of facilities:

- > Breweries and distilleries
- > Electrical power generation
- > The development of mining and smelting properties
- > Oil refineries, Upgraders, and all form of hydro carbon production, extraction or processing
- > The development of chemical plants from any and all forms of feed stocks or other processing
- > Pulp, paper or timber/wood processing mills or sawmills
- > Toxic waste disposal systems
- > Fish plants
- > Offshore platforms / Marine work
- > Production and processing plants for natural gas, LPC, Oxygen, Carbon Dioxide or any other manufactured gas
- > Base/precious/other metal production plants or upgraders of any and all kinds
- > Pumping stations and compressor stations
- > Cement, lime and gypsum plants
- > Food processing (over 50,000 square feet)
- > Glass manufacturing

Commercial/Institutional Construction means all other construction work not specifically covered by the definition of Industrial Construction that is within the jurisdiction of Local Union No. 137.

Article 1 – Preamble and Purpose

1:01 Whereas the parties desire to enter into an agreement relating to wages, hours and conditions of employment, which will provide methods of harmonious co-operation between the employer and its employee, and to that end accomplish fair and peaceful adjustments of all disputes which may arise without interruption of the employer's business, to prevent strikes and walkouts, waste, expense, avoidable and unnecessary delays in construction and repair work.

Article 2 – Scope

2:01 This Agreement applies to all employees of the company(s) engaged in the application of insulation. Insulators (heat and frost and asbestos workers) work with different kinds of



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insulating material to prevent or reduce the passage of heat, cold, vapor, moisture, sound or fire. (Refer to Article 21).

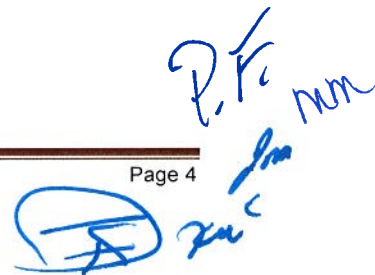
Article 3 – Union Security

- 3:01A A Job Steward shall be a Journeyperson appointed by the Business Manager which shall be confirmed in writing to the company when designated as a Steward, and also when ceasing to act or being replaced as a Steward.
- 3:01B For the benefit of the union and the contractor, the primary duty of the Steward is to ensure that this Agreement is not violated, and reasonable time without loss of pay will be permitted to assist the Steward in adjusting any problems that may arise on the job where the Steward is employed.
- 3:01C The Job Steward shall be part of all overtime and shall be the second last working employee to be laid off or the second working employee to be recalled on a particular job provided the Steward is qualified to perform the remaining work.
- 3:01D The Job Steward shall not be continually placed in a shop environment.
- 3:01E The Business Manager shall, with reasonable prior notice to the Contractor, be permitted to visit the job site; however, the visit shall not disrupt the normal work routine.
- 3:01F A Job Steward shall be provided to each individual contractor.
- 3:02 As a condition of employment, all employees must be a member in good standing with the Union. Any person working in the insulation field/trade is required to be a Local 137 member. A referral slip is compulsory for all Local 137 members before employment begins. Notwithstanding this clause, the employer's rights with the respect to transferring of employees from job to job shall not be affected. Employers shall notify the Union when transfers occur.

Article 4 – The Reservation of Management Rights

- 4:01 It is agreed that the prerogatives of management of the company for the responsibility of selection, control, disciplining and discharging of employees for just cause are recognized and conceded. It is understood and agreed that any of the rights, powers, or authority, the Company had prior to the signing of this Agreement are retained by the Company except as specifically limited by any of the provisions of this Agreement.

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Article 5 – No Strike or Lockout

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 Building Trades Council, other than those specifically permitted to work by some term or provision of this Agreement while not being Trades NL 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 – Adjustment of Grievances and Disputes

- 6:01 The Union will forthwith set up a Grievance Committee for the purpose of assisting in the adjustment of differences arising between the parties concerning the meaning or violation of the terms of this Agreement.
- 6:02 When an employee alleges that there has been a misinterpretation or a violation of any term of this Agreement, the employee, accompanied by the Job Steward, or the Grievance Committee on their behalf, shall discuss the matter with the Foreperson concerned, who shall within 24 hours, give a decision thereon.
- 6:03 If the matter in complaint is not decided by the Foreperson to the satisfaction of the complainant, the complaint shall be submitted in writing to the manager, or, in their absence, the individual charged with their responsibility, who shall meet with the Grievance Committee or other designated representative of the Union within 48 hours after the complaint has been referred to them, and they shall dispose of the complaint within 24 hours of such meeting.
- 6:04 Failing such decision, or if such decision is unsatisfactory to the complainant, the matter shall be referred to Arbitration in accordance with the Labour Relations Act.

Article 7 – Leave of Absence and Sickness

- 7:01 Any employee may be granted leave of absence without pay by the Company for periods not exceeding two weeks if work permits and the reasons for such leave of absence are valid in the discretion of the Company management.
- 7:02 In case of the death of a member of an employee's immediate family (spouse, children, parents, brothers and sisters, common-law spouse, stepchild, brother-in-law, sister-in-law, common-law spouse's child or parents, mother-in-law, father-in-law, grandparents,



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or grandchildren), he will be allowed up to three (3) days absence with pay to attend the funeral.

Article 8 – Regular Hours of Work

- 8:01A The regular hours of work for employees in the insulating trades shall be as follows: eight (8) hours a day, forty (40) hours a week, such work to be performed Monday through Friday inclusive, between the hours of 8:00 A.M. and 5:00 P.M. with an interval of one (1) hour for lunch, or, between the hours of 8:00 A.M. and 4:30 P.M. with an interval of one-half (1/2) hour for lunch.
- 8:01B Ten (10) hours a day, forty (40) hours a week. Work to be performed as mutually agreed between the Employer and the Employee. Work to be performed as agreed between Monday through Friday inclusive, between the hours of 7:00 A.M. and 6:00 P.M. with an interval of one (1) hour for lunch, or between the hours of 7:00 A.M. and 5:30 P.M. with an interval of one-half (1/2) hour for lunch.
- 8:02 Employees may take a coffee break of fifteen (15) minutes each morning and 15 minutes each afternoon, or two 30-minute breaks with the first 30-minute break not paid and the second 30-minute break paid. All employees shall take their coffee breaks at the same time or as the Foreperson/Supervisor allows.
- 8:03 Pay cheques shall be paid on or before quitting time on Thursday of each week by cheque or by direct deposit on Thursday. If the employee has not been paid by end of day on Thursday due to employer error, the employer agrees to pay the employee two (2) hours pay at straight time rates for each additional day until the employee has received their pay cheque.
- 8:04 Any employee who reports for work on their regular shift and for whom no work is provided, shall receive two (2) hours pay. If the employee starts work and work is stopped, they receive half of scheduled hours pay. If they work beyond the midpoint of the shift, the employee receives the full day's pay at their normal rate of pay plus the applicable travel allowance as outlined in Article 13:01 or 13:02 of this Agreement for that day unless they have been given a minimum of two (2) hours notice not to report for work for that period.
- 8:05 Employees shall be allowed ten (10) minutes clean up before quitting time at the end of each shift. Exceptions for additional time can be approved by Supervisor depending on the scope of work.



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Article 9 – Shift Work

- 9:01 When necessary to work a shift outside regular hours of work as defined in Article 8:01A and Article 8:01B, employees will be paid a shift premium rate of three dollars and fifty cents (\$3.50) per hour while working on night shift.
- 9:02 Except in the events set forth in Article 11 hereof, no person employed between 8:00 A.M. and 5:00 P.M. on Monday through Friday inclusive shall work between the hours of 5:00 P.M. and 8:00 A.M. or between the hours of 5:00 P.M. on Friday and 8:00 A.M. on the following Monday.

Article 10 – Vacations

- 10:01 Ten percent (10%) Vacation Pay shall be paid on gross wages weekly.
- 10:02 All Employees who have been in the employment of the Company for a twelve (12) month period shall receive two (2) weeks unpaid vacation. Employees who have been in the employment of the company for six (6) years or more shall receive three (3) weeks unpaid vacation. All vacations shall be prior scheduled by mutual agreement between the Employee and the Employer.

Article 11 – Overtime

- 11:01 The Company agrees that for all work performed by Employees outside the regular working hours as defined in Article 8:01A and 8:01B, employees will be paid double the regular rate of pay except for Fridays which will be paid at time and one-half (1 ½).
- 11:02 Overtime during the regular lunch period: Employees required to work during the lunch period will be paid at double their regular hourly rate, for all time actually worked during this noon hour. The Company agrees to provide a twenty (20) minute break for lunch for those employees working during this noon hour. The break to be provided as close to the normal lunch period as possible and without loss of pay.
- 11:03 Planned Overtime: Employees required to work on holidays as designated in this Agreement shall be paid for all hours worked on such holiday at double their regular hourly rate over and above their regular holiday pay.
- 11:04 Minimum Period of Overtime: Whenever an employee is requested to work overtime, except during the lunch period, they shall receive not less than one (1) hour at overtime rates.

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11:05 Employees may work sixty (60) hours per week at straight time when engaged in out of town commercial work when such work is available and the employer has consulted with the Business Manager. This Article will not apply to Mega Projects. Articles 8:01A, 8:01B and 11:01 shall then apply to Mega Projects.

11:06 When an Employee is required to work beyond the end of their scheduled shift, they shall be provided with a meal including a beverage, which will be provided immediately after the end of their scheduled shift. The Employee shall be allowed thirty (30) minutes to consume their meal, paid at the overtime rate. If it is not possible to provide a meal, then the Employee shall be paid one (1) hour pay at straight time in lieu of the meal, and shall be allowed a fifteen (15) minute break.

Article 12 – Statutory Holidays

12:01 The following eleven (11) days will be recognized as holidays by the Company for the life of this Agreement:

Good Friday	July 1
Labour Day	May 24 or Day Gazetted
Christmas Day	Remembrance Day
Boxing Day	Civic Holiday 1 st Monday in August
New Year's Day	Thanksgiving Day
Discovery Day	

Any new holiday proclaimed by the province of Newfoundland and Labrador will form part of this agreement.

12:02 Employees required to work on Labour Day shall be paid at triple time their straight time rate of pay for all hours worked.

12:03 Three percent (3%) holiday pay shall be paid on gross wages weekly.

Article 13 – Living Allowance

13:01 When a job is located more than fifty (50) kilometers from St. John's City Hall and more than fifty (50) kilometers from the residence of an employee outside St. John's, the employer will pay a Traveling Allowance of forty-five (\$45.00) dollars per day. Bell Island, for the purpose of this Agreement, shall be considered outside the fifty (50) kilometers zone except for an employee resident of Bell Island.

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13:02A When a job is located more than ninety (90) kilometers from St. John's City Hall and more than ninety (90) kilometers from the residence of an employee outside St. John's, upon signing of this Agreement the Employer shall pay a Living Allowance of ninety-one dollars (\$91.00) per day. If the Employees work the weekend, they shall receive the board allowance for each day worked on the weekend.

LOA Increases

\$3.00 per day effective November 16, 2022 (\$91.00)
\$4.00 per day effective May 1, 2023 (\$95.00)
\$3.00 per day effective May 1, 2024 (\$98.00)

13:02B For all work in excess of one hundred and forty (140) kilometers from an employee's permanent residence and the employees have worked their regularly scheduled shifts and reside in the area of the work site for seven (7) days, they shall be entitled to seven (7) day's room and board. Upon mutual agreement between the Business Manager and the Employer, this may be adjusted for health and personal reasons.

13:03 When employees work at a distance outside the City Limits of St. John's and are requested by the employer to use their vehicle for transportation, the employer shall pay transportation to the place of work at the rate of sixty-eight cents (\$0.68) per kilometer plus the cost of meals and sleeping while traveling, plus a maximum of eight (8) hours at regular rates for each day traveling. This applies on initial hire and layoff per job.

13:04 On any job on the Island of Newfoundland that is not accessible by road, the Employees are entitled to a round trip home on each designated rotation including one (1) paid travel day out at the Employer's cost. Round trip transportation to be paid for by the Employer the employer's cost. The above shall be applicable for all work in Labrador.

13:05 All employees on all operations shall be on the job site from 8:00 A.M. to 4:30 P.M. Monday through Friday subject to Articles 8:01A and 8:01B.

Article 14 – Performance of Work

14:01 The employer agrees not to sublet or contract out any work described in Article 22 and the Union agrees not to contract, sub-contract or estimate on work nor allow its membership to do so nor to act in any trade capacity other than that of work person. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents shall execute any part of the work of application of materials and in no case shall any member of the Union estimate on or give any labor figure.

14:02 If any employee fails to perform work assigned to them in accordance with instruction and in a work person like manner, the employer for whom the work was performed shall

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have the right to require the Union to make good the defects at its own expense. The Union may order the offending work person, if acceptable to the employer, so to perform. Both the employer and the employee shall have the right to Grievance Procedure.

14:03 All Journeypersons, 3rd and 4th year apprentices shall carry a toolbox containing the following tools:

- Float Trowel
- Tinsnips
- Pointer Trowel Punch
- Knife and Protective Covering
- Hammer
- Pop Riveting Tools
- Pliers
- Pruning Saw
- Screwdriver
- Scissors
- Rule or Steel Tape Measure
- M1 or M2 Metal Cutter if required
- Tool Lanyards (if required)

1st & 2nd Year Apprentices:

- Knife and Protective Covering
- Measuring Tape
- Pliers
- Scissors
- Tinsnips
- Tool Lanyards (if required)

14:04 Where necessary, the Employer shall supply Banding Tools to Employees who shall be held responsible for such tools. The Employer shall supply Gloves, Brushes and Disposable Coveralls.

14:05 All employees must provide and wear safety hats and boots on all jobs. When safety equipment is provided by the employer, the employer will ensure that safety equipment designed specifically for women is available to all female workers.

14:06 At the end of an apprentice period of 10,800 documented working hours, employees shall be eligible to present before an examination board for the purpose of obtaining their competency card as an Insulation Journeyperson. This Article shall not apply to registered apprentices who have completed an apprenticeship program and received red seal certification.

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14:07 The employer hereby recognizes the Union as the exclusive collective bargaining agent for Journeypersons and Apprentices who perform any of the duties as described in Article 20 hereof.

Article 15 – Classification and Wages

15:01 The following wages shall be in effect for the term of this Agreement for all new work bid after effective date. (Reference Letter of Intent No. 1)

Journeyperson industrial

4th Year Apprentice	85% of Mechanic Rate
3rd Year Apprentice	75% of Mechanic Rate
2nd Year Apprentice	65% of Mechanic Rate
1st Year Apprentice	60% of Mechanic Rate

Wage increases for the term of this Agreement are based on the base hourly rate of the journeyperson and shall be as follows:

- 3 % on base hourly rate effective November 20, 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

15:02 Suggested Crew loading shall be based on the following; exceptions can be made with mutual consent between the contractor and the Union.

Total Workers (Not including forepersons)	Requires
6 - 10	1 Foreperson
11 - 20	2 Forepersons
21 - 30	3 Forepersons
31 - 45	4 Forepersons plus 1 General Foreperson
46 - 60	5 Forepersons plus 1 General Foreperson

Journeyperson in charge of job up to 5 workers	\$2.50
Foreperson's rate (over Journeyperson's rate)	\$3.00
General Foreperson Minimum over Journeyperson's Rate	\$5.50

15:02A On industrial work, with the mutual agreement between the Employer and the Union, a Foreperson can be permitted to be a Working Foreperson. On commercial work, a Foreperson can be a working Foreperson at any time.

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Subject to mutual agreement between the employer and the union, exceptions can be made to the foreman ratio.

15:03A The employer shall remit contributions to the Pension Fund based on hours earned for commercial and industrial work for all new work bid after date of signing.

The employer shall remit contributions to the Health and Welfare Fund based on hours worked for commercial work and hours earned on industrial work for all new work bid after date of signing.

The Pension, Health and Welfare Funds shall be administered by Trustees equal in power and number representing both the Union and the Employer.

15:03B Payment shall be made to the administrator appointed by the trustees:

Benefit Plan Administrators Ltd.
100 - 38 Solutions Drive
Halifax, NS B3S 0H1

15:03C Payments shall be due and payable not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. The Employer concerned will not only remain liable to the said Benefit Trust Plan for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the time provided herein. The Employer shall also forward a statement setting out the names of the employees in respect of whom such payments are made, the amounts including gross earnings and the hours worked by each employee during such calendar month.

15:03D Should an Employer fail to remit contributions to the Trust Funds provided for in this Agreement, the Employer shall be deemed to hold in trust an amount equal to all monies it is required to remit to the Trust Funds provided for in this Agreement.

15:03E It is agreed that timely contribution to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries, it is also agreed that delinquency and continued failure to remit these contributions to the Trust Funds is a breach of the Agreement. Any funds remitted two weeks past the due date of the 15th of the month following the month worked shall be subject to a 20% penalty payable to the Trust Fund.

15:03F The employer and the union agree that all funds specified above shall remain in full effect after the expiry date of this Agreement and will become part and parcel of any future agreement between the employer and the union which may from time to time be entered into.

15:03G The Union, in its absolute discretion, has the following options: To require all its members to cease working for the Employer forthwith and take such employees on a leave of

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absence with pay in the discretion of the Union until such time as the monies have been paid. The Employer specifically agrees that such leave of absence is not deemed to be a strike pursuant to the provisions of the Trade Union Act.

15:04 Industry Fund: The employer shall remit sixty (\$0.60) cents per person hour worked to the Newfoundland Construction Industry Fund (thirty (\$0.30) cents payable to the Construction Labour Relations Association (CLRA) and thirty (\$0.30) cents payable to Trades NL. Such monies shall be remitted no later than the 15th day of the month following the month worked. The monies shall be remitted to an Administrator appointed by both parties. Harmonized Sales Tax (HST) of 15% will be applicable only on the \$0.30 remitted to the CLRA, and the HST portion shall be sent separately to the CLRA at 69 Mews Place, St. John's, NL A1B 4N2 with supporting documentation.

Article 16 – Height Pay

16:01 Employees working in conditions where there is a possibility of a free fall drop shall be paid the following premium:

40 feet and above \$1.00 per hour

16:02 The Employer will supply Safety Fall Arrest Equipment in accordance with Occupational, Health and Safety Regulations.

Article 17 – Compensation

17:01 Employees shall be furnished with tools on all foam glass jobs, cutting tools for stainless steel complete with storage box for the same before the job commences. Failure for the Employee to return the said tools once the job has been completed; the cost of the same shall be deducted from the Employee's paycheque.

17:02 The Company will compensate for clothing ruined on job on which excessive amounts of mastic and adhesives are used unless protective clothing was provided.

17:03 When employees are required to provide tools (as per Article 14:03), the employer will provide appropriate locked facilities for tool storage.

Article 18 – Shelter Facilities

18:01 Allocated space for a heated Lunch Room and Change Room shall be provided for Employees to eat their lunch and change their clothes. On Commercial and Industrial

Construction Jobs that are static in nature and are for a duration of 30 days or more, it shall be the responsibility of the Foreperson, Job Steward, the Employer and Employees to keep the said Lunch and Change Rooms in a sanitary condition. Appropriate change rooms and washrooms shall be provided for all employees.

Article 19 – Apprenticeship Ratio

19:01A During the life of this Agreement, the ratio shall be three (3) Journeypersons hired then one (1) Apprentice hired. With prior written approval of the Business Manager, this ratio may be modified.

19:01B In special cases whereas the Union has given permission or has supplied Apprentices when unable to supply Journeypersons, the company agrees upon 48 hours notice from the Union to replace Apprentices with Journeypersons. Article 20:05 will not apply to Apprentices who are replaced under Article 19:01.

Article 20 – Hiring

20:01 The Union agrees to give preference to and furnish the most competent workers available, provided however, that the employers shall have the right to determine the competency and qualifications of its employees and to discharge or refuse to employ in its sole discretion any employee for any just cause and sufficient cause. The employer shall not discriminate against any employee because of membership in the Union or participation in the lawful activity of the Union.

20:02A When selecting new employees for a job:

For industrial work: the employer shall name hire directly the Foreperson and first two (2) workers.

For commercial work: the employer shall name hire directly the Foreperson and first seven (7) workers.


Selection of additional workers shall be on a 50/50 basis with the Union supplying the first additional worker. Apprentices may be name hired on a 50/50 basis. The employer can name hire the first required apprentice, union shall supply the second required apprentice and so on until all apprentice requirements have been satisfied. A balance of 1st to 4th year apprentices will be coordinated with the employer and union based on specific job requirements.

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- 20:02B 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.
- 20:02C All hiring shall be done through the Union office, and all Employees must have a referral slip from the Union office upon initial hire. If the Employee has been recalled as per Article 20:05, then a subsequent referral need not be issued until such time as that Employee has been laid off for the period of time stipulated in Article 20:05.
- 20:02D If the Union is unable to supply the workers required within three (3) consecutive days, exclusive of Saturdays, Sundays and Statutory Holidays, the Employer may hire from other sources. All workers shall be cleared through the Union prior to commencing work and as a condition of employment, shall comply with all rules and regulations of the Union.
- 20:03 The Union agrees not to supply their members or to permit their members to work directly or indirectly for any individual or corporation who have called tenders from one or more insulation contractors, and then proceed to do the work themselves.
- 20:04 Outside the Chartered Territory, the companies agree to abide by the working conditions in that territory. No more than one (1) journey person (Job Foreperson) can work on any one operation of any one employer within the jurisdiction of another local union, unless, latter local union fails to supply sufficient workers. Such members must conform with the working rules and trade agreement of the local union under whose jurisdiction they work and shall receive the highest wage rate, board allowance and fringe benefits of either of the two locals. The boundaries between locals to be rigidly observed, referring to the map supplied by International Head Office for guidance.
- 20:05 The employer retains the right to recall employees laid off for 30 days or less notwithstanding 20:02. If the job is delayed, the employer retains the right to recall for 180 days.
- 20:06 Out of Province Companies working in the jurisdiction of Local Union 137 may supply one (1) supervisory person only. A Company shall be considered to be a Provincial Contractor when its office and payroll are located in the province. Such supervisory person shall not work with the tools of the trade or handle material.
- 20:07 If additional workers are required and the union is unable to supply workers from its local membership, it is agreed that travel card members from other affiliated Canadian unions will be given priority for hiring. The union agrees that it will supply names of the travel card members to the employer with 72 hours of receiving the request, exclusive of Saturdays, Sundays, and statutory holidays. If travel card members are not available, priority for hiring will then be qualified Newfoundland and Labrador residents as jointly determined between union and employer. All such workers shall be cleared through the

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union prior to dispatch and shall become members of Local 137 as a condition of employment, will be required to comply with all rules and regulations of the union as well as the terms and conditions of this Collective Agreement.

It is further agreed that, upon layoff, the layoff sequence will be as follows:

1. Travel card members of other affiliated Canadian unions.
2. Local 137 members.

The layoff sequence shall not circumvent violations of the Professional Craftsman Code of Conduct (PCCC) as adopted by The International Association of Heat and Frost Insulators and Allied Workers.

Article 21 – Application of Handling

21:01 This Agreement covers rates of pay, rules and working conditions of all Journeypersons and Improvers engaged in the fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance, of Heat and Frost Insulation, such as Magnesia, Asbestos, Asbestos Abatement, Fire Stop, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foamglass, Styrofoam, Polyurethane, polystyrene or other materials used in the craft or substitutes for these materials or engaged in any labor connected with the handling or distributing or insulating materials on job premises; also the application of pipe and boiler coverings of cold piping and circular tanks connected with the same stud welding as fasteners and all other work included in the trade jurisdiction claims of the Union. This includes alterations and repairing or work similar to the above and the use of all materials for the purpose mentioned. Any materials / equipment transported to a designated lay down area shall be at the employer's discretion. Unloading and handling at initial drop off, where possible, will be performed by union members.

Article 22 – Preservation of Work

22:01 Effective the date of signing of this Agreement and expiring April 30, 2027, the Parties agree that if and when the Employer shall perform any 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),

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any significant degree of ownership, management, or control, the Terms and Conditions of this Agreement shall be applicable to all such work.

- 22:02 All charges of violations of Article 22:01 shall be considered as a dispute under this Agreement and shall be processed with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article 6 of this Agreement. As a remedy for violations of this Section, the arbitrator (or Arbitration Board) provided for in Article 6 is empowered, at the request of the Union, to require an 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 and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the Trustees or By-Law, Provision for this remedy herein does not make remedy the exclusive remedy available to the Union for violation of this Section: Nor does it make the same or other remedies unavailable to the Union for violations of other Sections of Articles of this Agreement.
- 22:03 Craft Jurisdiction: It is agreed that the jurisdiction of work covered by the Agreement is that provided for in the Charter Grant set forth preceding this Agreement issued by the American Federation of Labour to the International Union of Heat and Frost, it being understood that the claims are subject to Trade Agreements and Final Decision rendered by the National Board or the Canadian Board for the settlement of jurisdictional disputes. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the Nation.

Article 23 – Enabling Clause

- 23:01 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 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.

Article 24 – Organizational Efforts

- 24:01 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

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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 situations where no unionized work is available. The joint committee shall, upon a quarterly basis, assess the progress of organizing and determine the appropriate adjustment of wages in the light commercial sector to reflect increased organization. In the event that the joint committee is unable to agree upon an adjustment to the light commercial rate to reflect success in organization, then either party may submit the matter to binding arbitration in the same manner provided for the final resolution of a grievance under this Agreement. The Job Targeting Policy shall supercede the aforementioned adjustment of rates.

Article 25 – Validity

25:01 Any portion of this Agreement found to be in violation of existing Federal or Provincial Law shall become inoperative and the balance of the agreement as such continues in full force and effect until date of expiration.

Article 26 – Term of this Agreement

26:01 This Agreement shall remain in effect until and including April 30, 2027 and from year to year hereafter unless either party gives notice in writing not less than one hundred and twenty (120) days previous to April 30th in any subsequent year of its desire to amend this agreement. Negotiations are to commence within ten (10) days of receipt of letter.

Article 27 – Market Recovery Stabilization Fund

27:01 The Employer shall remit one dollar (\$1.00) per person hour worked for each employee covered under this agreement to the Union Market Recovery Stabilization Fund. Payment shall be made no later than fifteen (15) days after the termination of the calendar month to the Administrator jointly appointed by the Trustees of the Fund accompanied by a statement of names, hours worked, 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 the Terms of Reference as mutually agreed in the Market Recovery Stabilization Agreement and Declaration of Trust.


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Jim *[Signature]* *me* *mon*

Article 28 – Training

28:01 The union will provide recognized training for the following courses at no cost to the employer:

- WHMIS
- Fall Arrest
- First Aid (as required)
- Confined Space (as required)
- Lift Training (as required)
- Pulmonary Testing (as required)
- Fit Testing (as required)

Additional training may be provided if mutually agreed between the CLRA and the union.

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Signature Page


Signed at St. John's, NL., on this 17th day of November 2022.

For the Construction Labour Relations
Association of NL Inc.

For the International Association of
Heat and Frost Insulators and Allied
Workers Local 137



Kevin McEvoy



Paul Faulkner



Terry French



Joseph McGrath



Michelle MacNeil

Letter of Intent No. 1

BETWEEN

THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC.

AND

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS, LOCAL 137

The parties both agree that for the 2022-2027 CLRA and Heat and Frost Insulators Local 137 Collective Agreement, industrial wage increases will be effective on effective date. Commercial wage increases will be effective January 1, 2023, with the exception of the Corner Brook Acute Care Hospital Project which will remain on previously negotiated pay and benefits agreement.


Signed at St. John's, NL., on this 17th day of November 2022.

For the Construction Labour Relations
Association of NL Inc.


For the International Association of
Heat and Frost Insulators and Allied
Workers Local 137




Kevin McEvoy



Paul Faulkner



Terry French



Joseph McGrath



Michelle MacNeil



Letter of Intent No. 2

THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR (CLRA)

AND

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS LOCAL 137 (Heat and Frost Union Local 137)


The Construction Labour Relations Association and the Heat and Frost Union Local 137 agree to establish a joint committee comprised of two representatives from the CLRA and two representatives from the Union for the purpose of developing strategies to increase the number of unionized contractors and reducing non-union competition.

The committee will also examine ways of using the Rate Stabilization Fund (RSF) to directly target jobs which benefit the unionized workers and the unionized contractors.

The Construction Labour Relations Association and the Heat and Frost Union Local 137 enter into this Letter of Intent in the spirit of cooperation in an effort to ensure the success of the CLRA and Heat and Frost Union Local 137 Rate Stabilization Program.

Signed at St. John's, NL., on this 17th day of November 2022.

For the Construction Labour Relations
Association of NL Inc.



Kevin McEvoy

For the International Association of
Heat and Frost Insulators and Allied
Workers Local 137



Paul Faulkner



Terry French



Joseph McGrath



Michelle MacNeil

CLRA 2022 - 2027 Provincial Collective Agreement - Heat and Frost Local 137 Industrial Wage Rates Effective November 20, 2022

Trade Classification	Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Total Hourly Rate	Health and Welfare	Pension	Training Fund	Building Fund	RSP	Building Trades	CLRA + HST*	MFAP	Apprentice Fund	Rate Stabilization Fund	Wage Rate Total	
Journey person	\$ 38.27	\$ 3.83	\$ 1.15	\$ 43.25	\$ 2.30	\$ 5.25	\$ 0.15	\$ 0.05	\$ 1.50	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 54.25	
Apprentices:																
1st Year - 60% of JP	\$ 22.96	\$ 2.30	\$ 0.69	\$ 25.95	\$ 2.30	\$ 5.25	\$ 0.15	\$ 0.05	\$ 1.50	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 36.95	
2nd Year - 65% of JP	\$ 24.88	\$ 2.49	\$ 0.75	\$ 28.11	\$ 2.30	\$ 5.25	\$ 0.15	\$ 0.05	\$ 1.50	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 39.11	
3rd Year - 75% of JP	\$ 28.70	\$ 2.87	\$ 0.86	\$ 32.43	\$ 2.30	\$ 5.25	\$ 0.15	\$ 0.05	\$ 1.50	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 43.43	
4th Year - 85% of JP	\$ 32.53	\$ 3.25	\$ 0.98	\$ 36.76	\$ 2.30	\$ 5.25	\$ 0.15	\$ 0.05	\$ 1.50	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 47.76	

*HST is applicable on CLRA Industry Funds - Refer to Article 15:04

Wage increases

- 3% on Base Hourly Rate - November 20, 2022
- 3% on Base Hourly Rate - May 1, 2023
- 3% on Base Hourly Rate - May 1, 2024
- 3% on Base Hourly Rate - May 1, 2025
- 3% on Base Hourly Rate - May 1, 2026

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[Handwritten initials: J.M., P.F., M.M.]

[Handwritten initials: J.S.]

[Handwritten initials: M.S.]

CLRA 2022 - 2027 Provincial Collective Agreement - Heat and Frost Local 137 Commercial Wage Rates effective January 1, 2023

Trade Classification	Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Total Hourly Rate	Health and Welfare	Pension	Training Fund	Building Fund	Building Trades	CLRA + HST*	MFAP	Apprentice Fund	Rate Stabilization Fund	Wage Rate Total
Journey person	\$ 35.13	\$ 3.51	\$ 1.05	\$ 39.70	\$ 2.30	\$ 4.00	\$ 0.15	\$ 0.05	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 47.95
Apprentices:														
1st Year - 60% of JP	\$ 21.08	\$ 2.11	\$ 0.63	\$ 23.82	\$ 2.30	\$ 4.00	\$ 0.15	\$ 0.05	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 32.07
2nd Year - 65% of JP	\$ 22.83	\$ 2.28	\$ 0.69	\$ 25.80	\$ 2.30	\$ 4.00	\$ 0.15	\$ 0.05	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 34.05
3rd Year - 75% of JP	\$ 26.35	\$ 2.63	\$ 0.79	\$ 29.77	\$ 2.30	\$ 4.00	\$ 0.15	\$ 0.05	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 38.02
4th Year - 85% of JP	\$ 29.86	\$ 2.99	\$ 0.90	\$ 33.74	\$ 2.30	\$ 4.00	\$ 0.15	\$ 0.05	\$ 0.30	\$ 0.30	\$ 0.10	\$ 0.05	\$ 1.00	\$ 41.99

* HST is applicable on CLRA Industry Funds - Refer to Article 15:04

Wage increases

- 3% on Base Hourly Rate - November 20, 2022
- 3% on Base Hourly Rate - May 1, 2023
- 3% on Base Hourly Rate - May 1, 2024
- 3% on Base Hourly Rate - May 1, 2025
- 3% on Base Hourly Rate - May 1, 2026