

2018 – 2022 COLLECTIVE AGREEMENT

BETWEEN

CONSTRUCTION LABOUR RELATIONS ASSOCIATION  
OF NEWFOUNDLAND AND LABRADOR INC.  
HEREINAFTER CALLED "THE CLRA"

AND

CONSTRUCTION GENERAL LABOURERS, ROCK AND TUNNEL  
WORKERS, LOCAL 1208  
HEREINAFTER CALLED "THE UNION"




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## ARTICLE 1 - PURPOSE

1:01 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, and to provide a procedure for the prompt handling of grievances and orderly collective bargaining. In the interest of industrial peace and the elimination of interruptions of work, the Employer, the Union and Employees will abide by and observe the terms and conditions of the Agreement.

## ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees engaged in work for which this Agreement covers the rate of pay, working rules and other conditions of employment as set forth herein.

2:02 The union hereby recognizes the CLRA as the sole and exclusive bargaining agent for all unionized Employers engaged in commercial and industrial construction in the Province of Newfoundland and Labrador.

2:03 The employer recognizes all jurisdictional claims of Labourers International Union, Local 1208 as per this Collective Agreement and Labourers International Constitution.

## ARTICLE 3 - MANAGEMENT RIGHTS

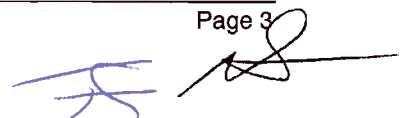
3:01 The Union recognizes and acknowledges that it is the exclusive function and responsibility of the Employer subject to the terms and conditions of this Agreement to operate and manage its business in all respects in accordance with its responsibilities and commitments.

## ARTICLE 4 - JURISDICTIONAL CLAIMS

### TENDERS

Tending, masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the applying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy or other motorized unit used for such purpose, including fork lifts.



Unloading, handling and distribution of materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to immediate point of installation.

Drying of plaster, concrete mortar, or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishing and removal and loading or burning of all debris including crates, boxed packaging waste material. Washing or cleaning of walls partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing, and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, ceilings and foundations or buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

#### SCAFFOLDS

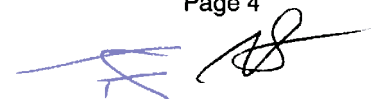
Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging, and hanging scaffolds, including maintenance thereof. Where self supporting scaffolds of staging over fourteen feet in height or specifically designed scaffolds are built by Carpenters, Labourers, shall tend said Carpenters on erection thereof, the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds, and maintenance of same shall be done by Labourers.

#### EXCAVATIONS AND FOUNDATIONS SITE PREPARATION AND CLEARANCE TRANSPORTATION AND TRANSMISSION LINES

Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting, and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site, installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying highway construction and the preparation of trenches, footings, etc. for cross country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such



as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Chokes setters, off bearers, lumber handlers and all labourers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or re-installation of all fences.

Cleaning up of right-of-way, including tying on, signalling, stacking of brush, trees or other debris, and burning where required. All soil test operation of semi and unskilled labour, such as filling of sand bags, handling timber and loading and unloading of same.

#### CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES

(a) Concrete, bituminous concrete, or aggregates for walls, footings foundations, floors or for any other construction. Mixing hankling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fire-proofing purposes. Operating of similar character, whether run by gas diesel, or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods the hooking on, signalling, dumping, and unhooking the bucket.

Placing of concrete or aggregates, whether poured, gunnited, or placed, by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates, or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, levelling and strikeoff of concrete or aggregates by floating, rodding, or screeding, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs wall or sections are used, all loading, unloading, stockpiling, hooking on, signalling, unhooking setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

- (b) The filling and patching of voids, crevices, etc, to correct defects in concrete caused by leakage, bulging, sagging, etc.
- (c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or out- rigger operated by other than hand power is used.
- (d) All work on interior concrete columns, foundations for engine and machinery beds.
- (e) The stripping of forms, other than panel forms which are to be reused in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.



The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms and all semi and unskilled work connected therewith.

#### STREETS, WAYS AND BRIDGES

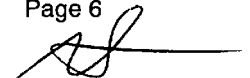
Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging, and surfacing of streets, ways, courts, underpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labour connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installation. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, levelling, and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including levelling hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes, setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installations of all joints, removal of forms and cleaning, stacking, loading, oiling, and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signalling, slinging, and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal concrete or other material and the preparation of surfaces to receive same.

#### TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.

Cutting of streets and ways for laying of pipes, cables, or conduits for all purposes, digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labour connected therewith, Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the levelling, grading, and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of watermains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other material for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back filling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

#### SHAFTS, AND TUNNELS, SUBWAYS AND SEWERS

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, floor control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of



material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping or shoring the tunnel or shaft.

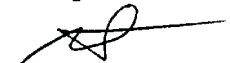
Assembly and installation of multiplate, liner plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking on, signalling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grinding, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

### COMPRESSED AIR

In compressed air all work underground or in compression chambers including tending of the outer aid lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, sheild drivers, mines, brakesmen, miners helpers, lock tenders, mucking machine operators, motor men, guage tenders, rodmen, compressed air electricians, setting of liner plates and ring sets, drill runners, powdermen, or blasters, air hoist operators, form men, concrete blower, operators, cement (insert) operators, power knife operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chucktenders and cable tenders vibratormen, jetgunmen, gunnite nozzlemen, gunmen, reboundmen, and all other work connected herewith.

### SEWERS, DRAINS, CULVERTS AND MULTIPLATE

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe of multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete back-filling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying levelling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision (Reference Hutchenson's decision). Laying, levelling and making of the joint of all multicell conduit or multi-purpose pipe. Cutting of holes in walls, footings piers or other obstructions for the passage of pipe or conduits for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons, or other paved surfaces for the passage of pipe, by hand, earth, auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.



### UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and under pinning of structures, loading, signalling, right-of-way clearance along the route of movement.

Resetting of structure in new location and to include all site clearing, excavation for foundation and concrete work. Cleanup and back-filling, landscaping old and new site.

### DRILLING AND BLASTING

All work for drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connections with blasting, handling and storage of primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signalling, flagging, road guarding.

### SIGNAL MEN

Signal Men on all construction work defined herein, including traffic control signal men at construction sites.

### GENERAL EXCAVATION GRADING

The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes, and all labour connected therewith, including chainmen, rodmen, grade markers, etc.

### FACTORIES

All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, sheckers, stuffers, production line personnel and/or dryers, washing or cleaning laboratory glassware, stocking of materials in laboratories, the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls rest-rooms and furniture.

### GENERAL

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning of reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled nature, including labourers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports arena and all recreational center employees, utility employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.



### PITS, YARDS, QUARRIES, ETC.

All driller, blasters, and/or powdermen, nippers, signalmen, labourers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable Batching Plants.

### WRECKING

The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signalling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

### RAILROAD TRACK WORK

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of trace and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, levelling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocation of pipes and drainage and culverts connected with same and removal and replacing of all fences.

### STUDIO UTILITY EMPLOYEES

All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

### USE OF TOOLS

Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

### MISCELLANEOUS

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labour, and also all classifications listed in Appendices attached to this Agreement.



## ARTICLE 5 - JURISDICTIONAL DISPUTES

- 5:01 It is agreed that should a dispute of a jurisdictional nature arise with respect to any of the work on the project covered by the scope of this agreement, the Employer will make an assignment of the disputed work.
- 5:02 Where a decision of record applies to the work in dispute or where an agreement of record between the disputing trades applies to the work, the Employer shall assign the work in accordance with such agreement or decision of record.
- 5:03 It is agreed that work is to continue uninterrupted, as assigned, pending a settlement or decision.
- 5:04 When possible, the dispute shall be settled locally by the Unions involved.
- 5:05 If the dispute cannot be settled locally by the Unions involved, it shall be submitted to the International Unions involved for settlement.
- 5:06 There shall be no slowdown, stoppage of work or other collective action to interfere with the progress of the work on the project because of a jurisdictional dispute.

## ARTICLE 6 - UNION SECURITY

- 6:01 As a condition of employment, it is agreed that only members of the Union, in good standing, shall be employed on work coming within the scope of this Agreement. All Employees shall keep up to date with their dues and assessments. Employees who fall in arrears with their monthly dues and/or travel service dues assessments while in the employ of an Employer shall be removed from the job at the request of the Union upon presentation of acceptable evidence to support the request.
- 6:02 The Company shall give preference of employment to and employ members in good standing in the Union, provided that they are qualified to perform the work required. However, should the Union be unable to furnish the workers required within five (5) days, the Company may hire Employees from other sources, who as a condition of employment within five (5) working days shall become a member and comply with the rules and regulations of the Union.
- 6:03 When selecting Employees for Industrial jobs other than those where non-Union competition exists, the Employer shall select his first three (3) employees, exclusive of Foremen for each contract on a job. Subsequent selection of manpower for that separate contract shall be shared on a 50-50 basis; Union choice – Company choice before hiring. The Union agrees to furnish competent and qualified workers in so

far as possible. When a name(s) is refused, the Union shall supply another name(s) to the Employer. The Employer shall notify the Union in writing reason(s) for refusal.

All lay-offs shall be performed in such manner as to maintain the established ratio.

6:04 Employees shall receive four (4) hours of notice of lay-off or four (4) hours pay in lieu thereof. Employees shall give four (4) hours of notice to their employer before terminating employment.

#### ARTICLE 7 - PRESERVATION OF WORK

7:01 Effective date of signing of the Agreement and expiring April 30, 2016, 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) any significant degree of ownership management or control, the terms and conditions of this Agreement shall be applicable to all such work.

7:02 All charges of violations of Section 7:01 of this Article 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 23 of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration board) provided for in Article 23 is empowered, at the request of the Union, to require an Employer to (1) pay to the affected Employees covered by this Agreement, the equivalent of wages lost by such Employees as a result of the violations and (2) pay into 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. Under no circumstances to be less than amount prescribed in Article 15:05. 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 as other remedies unavailable to the Union for violations of other sections or articles of this Agreement.

7:03 If, as a result of this Article, it is necessary for the Union and /or the Trustees of the joint funds to institute court action to enforce an award in accordance with Article 7:02 above, or to defend an action which seeks to vacate such awards, the Employer shall pay an accountant's and attorney's fees incurred by the Union and/or the Fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action. Employers pay only if found guilty.

7:04 ENABLING CLAUSE 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 changes cannot be achieved, the request shall not be subject to either Grievance or Arbitration.

ARTICLE 8 - CHECK-OFF

8:01 The check-off system for initiation, union dues and assessments using the RAND formula shall be operative for the life of this agreement. The Employer shall deduct the required dues and will transmit the monies collected to the officials designated by the Union, together with a list of all Employees from the Union on whose behalf such deductions have been made, no later than the fifteenth (15<sup>th</sup>) of the following month. Any monies held by the Employer pursuant to the Article, whether before or after the date they are to be transmitted to the Union, shall be deemed to be held in trust.

ARTICLE 9 - HOURS OF WORK

9:01 The regular work week shall consist of not more than forty (40) hours of work to be performed during the regular shift periods. A regular shift consists of not more than eight (8) hours of work to be performed on Monday to Friday inclusive, between the hours of 8:00 A.M. and 4:30 P.M., with one-half (1/2) hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 P.M.

9:02 On industrial jobs only, any employee required to work beyond his/her regular scheduled shift shall be compensated \$15.00 for a meal allowance.

On industrial jobs only, any employee required to work beyond his/her regular scheduled shift shall receive a hot meal at the end of a regular shift. If the meal cannot be supplied, the employer shall pay one hour overtime and allow a fifteen minute coffee break.

ARTICLE 10 - OVERTIME

10:01 Subject to 10:02, all work performed outside the regular hours of work shall be paid at one and one-half (1½) times the regular hourly rate.

10:02 On Heavy Industrial, Hydro and Thermal Power Developments, Newsprint Mills, Large Manufacturing and Large Fish Processing Plants, Offshore Oil and related developments, overtime shall be paid double the regular rate for all hours worked outside the regular hours.

10:03 The equipment Foreperson will be required to work on all overtime requiring his/her operators and drivers. General Foreperson will be required to work on all overtime.

ARTICLE 11 - SHIFT WORK

11:01 If the Company desires to put on additional shifts, other than the regular day shift, Employees shall be paid a shift premium of fifteen (15%) percent for commercial work and a shift premium of twenty percent (20%) for industrial work. Such shift premiums shall not be payable, however, whenever such Employee is entitled to overtime pay under the provisions of this Agreement. Shift premiums shall not apply where there is non-Union competition.

ARTICLE 12 - REPORTING TIME

12:01 When an Employee employed on a job or project reports as usual for work, but is unable to start because of circumstances beyond his control, he shall be paid two (2) hours reporting time at his established rate of pay for commercial work and four (4) hours reporting time at his established rate of pay for industrial work, except Saturday, Sunday or recognized holidays which shall be paid at double the regular rate of pay, provided said Employee remains on the job for the two (2) hour period. If however, the Employee is requested by his Foreperson to remain on the job for more than two (2) hours duration, he then shall be paid in addition to his two (2) hours reporting time the actual hours he was requested to remain. On Industrial Projects only, an Employee shall be compensated four (4) hours due to weather, four (4) hours due to lack of work if he shows up for work and is not previously advised of the aforementioned conditions.

ARTICLE 13 - HEIGHT PAY

13:01 The following premium above the regular hourly rate shall be paid to Employees required under such conditions as:

- A free fall height of 40 - 100 feet.....\$1.00 per hour
- A free fall height of over 100 feet..... \$1.50 per hour

**ARTICLE 14 - HOLIDAYS**

14:01 The following shall be holidays recognized by this Agreement:

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

14:02 The holiday shall be observed on those gazetted by the Provincial Government.

14:03 This article shall not apply to Watchmen.

14:04 In lieu of paid Statutory Holidays, each Employee shall receive five percent (5%) gross wages weekly (excluding Vacation Pay).

**ARTICLE 15 – HEALTH, WELFARE, PENSION, INDUSTRY, TRAINING & STABILIZATION FUNDS**

15:01(a) The Employer shall contribute benefit contributions for each hour worked by the Employee as per the wage tables in the Appendix.

\*On Industrial Work only hours earned on Pension and Health and Welfare shall apply.

15:01(b) Market Recovery: The Employer shall remit One (\$1.00) dollar per person hour worked for each Employee covered under this Agreement to the Market Recovery Fund. Payment shall 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 the hours worked during that 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 by the CLRA and Local 1208.

15:02 Payments shall be made to Benefit Plan Administrators Limited. BPA – Benefit Plan Administrators Limited, 38 Solutions Drive, # 100, Halifax, NS B3S 0H1.

15:03 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 Welfare and Pension Plans for the amount of any contribution not so paid but shall be responsible for claim of benefits lost to the Employee or Employees by reason of failing to make payments in the amount and at the time provided herein. The Employer shall also forward a statement setting out names of the Employees in respect of whom such payments are made and the amounts in respect of each Employee and the hours worked by each employee during such calendar month.

15:04 Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency or continued failure to pay wages and/or remit contributions to the Trust Fund shall be dealt with as follows:

If payments are not remitted by registered mail by the end of the month that they are due, then the Employer shall pay a penalty fee of ten per cent (10%) of total contributions that are delinquent. If the contributions are not remitted by the fifteenth (15<sup>th</sup>) of the following month, the Employer must pay an additional ten per cent (10%) penalty fee, for a total of twenty per cent (20%). An additional ten per cent (10%) penalty fee will be paid for each fifteen (15) days of delinquency thereafter. Withdrawal of services from an Employer who is delinquent in excess of sixty (60) days beyond due date shall not be deemed to be a breach of this Collective Agreement and shall supercede Article 24.

15:05 Should an Employer fail to remit contribution 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.

15:06 Industry funds of \$0.30 per hour worked will be remitted to each of Trades NL and the Construction Labour Relations Association. Harmonized sales tax HST of 15% is applicable on the \$0.30 remitted to the CLRA only, and the HST portion shall be mailed separately to the CLRA at 69 Mews Place, St. John's, NL A1B 4N2 with supporting documentation.

#### ARTICLE 16 - VACATIONS

16:01 Vacation pay shall be eight percent (8%) of gross earnings.

#### ARTICLE 17 - WAGES

17:01 The employer agrees to pay wages according to the classifications of rates set forth in the attached appendices.

17:02 An Employee transferred or temporarily assigned, for periods of one full day or over, to a classification with a higher rate of pay, shall receive the higher rate while so employed. An Employee transferred or temporarily assigned to a classification with a lower rate of pay for company convenience, shall continue to receive the rate for his regular classification.

17:03 All wages shall be paid weekly on the job and on company time no later than noon Friday. The pay period will coincide with the Unemployment Insurance Commission week, Sunday to Saturday.

17:04 Wage increases as outlined below:

2% on base wage rate at time of signing

2% on base wage rate May 1, 2019

1% on base wage rate May 1, 2020

1% on base wage rate May 1, 2021

ARTICLE 18 - FOREPERSONS

18:01 Employees appointed Forepersons shall receive the following hourly increases over their classification:

|                        | Commercial | Industrial |
|------------------------|------------|------------|
| Working Foreperson     | \$1.50     |            |
| Non-working Foreperson | \$2.00     | \$2.25     |
| General Foreperson     | \$3.00     | \$3.00     |

18:02 On all Commercial Work where there are:

1 - 8 men there shall be 1 Working Foreperson

9 - 16 men there shall be 2 Working Forepersons

17 - 24 men there shall be 3 Working Forepersons

25 men there shall be 3 Working Forepersons and 1 Non-Working Foreperson and 1 General Foreperson for every two non working Forepersons

18:03 On an Industrial Project, there shall be no working Foreperson. After one (1) employeea Foreperson shall be required and shall supervise a maximum of 8 employees. Additional Foreperson for each 8 employees thereafter. After two Foreperson are appointed a General Foreperson shall be required.

ARTICLE 19 - BUSINESS AGENT

19:01 The Union Representative shall not be refused access to any plant or job site where this Agreement applies to discuss Union matters with Employees, and it shall be the Employer's responsibility to notify client of such accessibility requirements to provide same to Union.



## ARTICLE 20 - SHOP STEWARDS

- 20:01 The Business Manager or his/her designate shall appoint Stewards where necessary from the Employees on site. A Steward shall be a qualified labourer performing the work of his/her craft and shall exercise no supervisory functions. There shall be no non-working Stewards. In addition to his/her duties as a worker he/she shall be permitted reasonable time without loss of pay to assist in adjusting differences or misunderstandings arising out of the interpretation, application or alleged violation of this Agreement. The Union shall notify the Employer in writing of the appointment of a Steward.
- 20:02 In the event of a reduction in the work force, the Steward shall be the last worker removed providing he/she is qualified to perform the work remaining to be done by the reduced work force.
- 20:03 Where practical the Shop Steward shall be part of all overtime work force and shall be part of the work force remaining to do any extras obtained by his/her Employer on the job site provided that he or she is qualified to complete the work.

## ARTICLE 21 - SUB-CONTRACTORS

- 21:01 No principal contractor shall sub-contract or assign any work described herein to any sub-contractor who is not signatory to his agreement. Any principal contractor found to be in violation of this clause by arbitration shall reimburse Local 1208 for all lost wages and benefits as liquidated damages.

## ARTICLE 22 - GRIEVANCE PROCEDURE

- 22:01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 22:02 An Employee, or the Union, having a grievance shall discuss the matter with his Foreperson and may be accompanied by his Steward or Union Representative. Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- STEP 1 Within five (5) days after the circumstances giving rise to the grievance occurred or originated, the grieving employee shall present his grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this step. If a settlement satisfactory to the Employee concerned is not reached within two (2) full working days, a grievance may be presented as indicated in Step 2 at any time within two (2) full working days thereafter.

STEP 2 The aggrieved Employee may, with his Steward or Union Representative, present his grievance which shall be reduced to writing on a form supplied by the Union and approved by the Employer, to the official of the Employer named by the Employer to handle grievances at this step. Should no settlement satisfactory to the Employee be reached within two (2) full working days, the next step in the grievance procedure may be taken at any time within two (2) full working days thereafter.

STEP 3 The Union, if it considers it a valid grievance, may submit the grievance to the Employer and the respective designated officials of both parties and shall meet as promptly as possible thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within ten (10) days from the meeting and if the grievance is one which concerns the interpretation or alleged violation of the agreement, the grievance may be submitted to arbitration as provided in Article 23 below at any time within fourteen (14) days thereafter, but not later.

#### ARTICLE 23 - ARBITRATION

23:01 Any grievance remaining unsettled after passing through the grievance procedure as outlined in this article may be referred by either party to Arbitration in accordance with this Article.

23:02 When the grievance procedure has been exhausted without settlement, the parties hereto shall agree by midnight of the last day of the grievance procedure upon the appointment of a single arbitrator to arbitrate the grievance.

23:03 If the parties fail to appoint an arbitrator within the time limit, either party may inform the Minister of Labour and Manpower who may appoint an arbitrator.

23:04 The arbitrator appointed under this Article shall have all the powers conferred upon an arbitrator under the Labour Relations Act, Section 88, and without restricting his/her power and authority, his/her decision shall be an order and may require:

- Compliance with the agreement in a stipulated manner.
- Reinstatement of an Employee in the case of dismissal or suspension in lieu of dismissal with or without compensation.

23:05 The decision of the arbitrator shall be rendered within forty-eight (48) hours of his appointment unless a time extension is otherwise mutually agreed by the parties hereto.


23:06 One-half of the expense and remuneration incurred by the arbitrator shall be paid by the Union.

ARTICLE 24 – NO STRIKE OR LOCKOUT

24:01 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 Building Trades Council 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 25 - SAFETY

- 25:01 Employer and Employees shall comply with all applicable provisions of Provincial Health, Sanitation and Safety Laws and Regulations in addition to those rules established by the Employer.
- 25:02 Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided or under conditions which are injurious to health. Employees are required to report any unsafe conditions or unsafe equipment which they observe to the Employer.
- 25:03 The Employer will provide where necessary, safety equipment for use by the Employees without cost. The Employee will sign for such equipment and authorize deductions of the cost from the employee's wages if he/she does not return such equipment in good condition subject to reasonable wear and tear when they are returned. Employees who fail to observe and practice the established safety and working rules of the Employer shall be subject to disciplinary action.
- 25:04 The Employer shall provide a clean, heated and adequate place of shelter for Employees to eat their lunch. Hot water (for lunches) and first aid requirements shall be provided. The Employer shall provide sanitary drinking water facilities on all jobs. Adequate toilet facilities shall be provided on all jobs, same to be kept clean and sanitary at all times.
- 25:05 Every Employee will, as a condition of employment, own and wear suitable protective footwear and other personal clothing required in the normal course of his duties.
- 25:06 The employer will cover off all cost to employees for any health test or medicals that are required by the employer, including travel, accommodations, and wages for time involved.



ARTICLE 26 - FUNERAL LEAVE

- 26:01 The Employer shall pay three (3) days funeral leave to any Employee who suffered the loss of a member of his/her immediate family (parents, spouse, common law partner, children, grandchildren, brothers, brother-in-law, sisters, sister-in-law, step-brothers, step-sisters, step-children, father-in-law, mother-in-law and grandparents,)
- 26:02 Such leave shall not be made for time that would not normally have been worked by the Employee, and under no circumstances will pay be granted for overtime missed as a result of the absence.

ARTICLE 27 - COFFEE BREAKS

- 27:01 The Employer agrees to allow Employees two ten (10) minute coffee breaks per day. All breaks to be taken at specific times. Where not practical, such as concrete pours, breaks may be staggered to compensate.

In the event of a twelve-hour shift, there shall be three (3) ten minute breaks.

ARTICLE 28 - LEGAL PICKET LINE

- 28:01 A member refusing to cross a legal picket line or refusing to work with a non-union employee shall not be deemed to have violated this Agreement, and shall not be subject to disciplinary action.

ARTICLE 29 - TRANSPORTATION, BOARD & LODGING

- 29:01 When an Employee is requested by the Employer to use his own vehicle for the convenience of the Employer, he/she shall be compensated at the following rate for both commercial and industrial:

\$0.68/km for term of Agreement

for the initial transportation cost to the job and return upon completion.

- 29:02 Employees living in camps shall have transportation from the camp to the job site provided daily.
- 29:03 Any Employee covered by this Agreement when transferred shall be paid straight time for time spent travelling to a maximum of one regular shift for each day spent

travelling and in addition shall be provided with free transportation and free board and lodging while being transferred at the employer's cost.

29:04 Employees who work on jobs outside the Free Zones for a period of twenty-eight (28) calendar days that is accessible by road shall have return transportation cost paid every twenty-eight (28) days for a (1) one week vacation at home without pay.

29:05 Any Labourers transferred or sent from the Island to Labrador, or when Labrador contractors are sending Labourers from Labrador to the Island, shall be provided travel time plus return travel expenses provided he remains on the job until his termination or twenty-eight (28) days, whichever is shorter. Applicable airfare and travel expense shall be at the employer's cost. The employee shall receive eight hours pay for travel out only.

29:06 Free zone 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 in which the Employee resides.

29:07 All Employees employed on Job Sites outside the free zones shall have Board and Lodging paid upon completion of regularly scheduled work week, or if the Employee so wishes, he/she shall be compensated in the amount of

\$88.00 per day for term of Agreement

#### ARTICLE 30 – DISCIPLINARY PROCEDURE

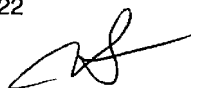
Notwithstanding site, project, or owner specific rules, the following disciplinary procedure should be followed regardless of the amount of time on the project:

1. Warn the employee verbally of the offence. Warning notice is to be signed by the employee's Supervisor and Steward (where appointed). Copy of warning notice is to be mailed to the Union office.
2. Second offence: Warn the employee in writing of the offence. Warning notice is to be signed by the employee's Supervisor and Steward (where appointed). Copy of warning notice is to be mailed to the Union office.
3. Any further offence calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
4. Any offence after suspension, employee to be dismissed.

5. The above is not applicable to the following: safety violations, safety absolutes, intoxication, insubordination, theft, altercation on site, and illegal work stoppages which will be subject to dismissal unless determined otherwise by investigation.
6. Site or company specific safety violations or violations of owner-stipulated rules may be grounds for dismissal. All employees shall be treated equally under this Article.
7. Notice shall be sent to the Union whenever an employee is dismissed under Article 30:00

|                   |
|-------------------|
| ARTICLE 31 - TERM |
|-------------------|

31:01 This Agreement once ratified and signed shall become effective date of signing (Monday – start of new week) for all new work bid after that date. This agreement shall remain in full force and effect until and including April 30, 2022 and year to year thereafter unless notice is given not more than ninety (90) days and not less than thirty (30) days before the expiry date by the party desirous of a change.

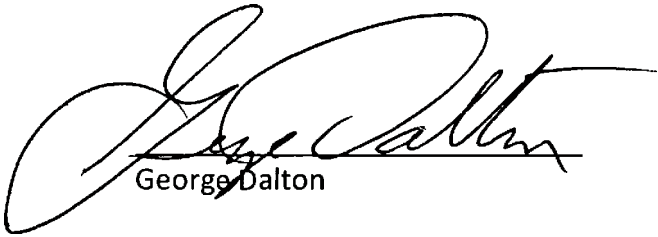


SIGNATURE PAGE

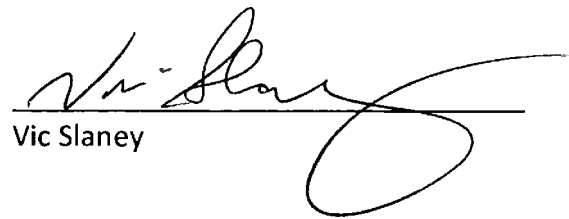
Signed this \_\_\_\_ day of \_\_\_\_\_, 2018, in the Province of Newfoundland and Labrador.

For the  
CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF NEWFOUNDLAND  
AND LABRADOR INC.

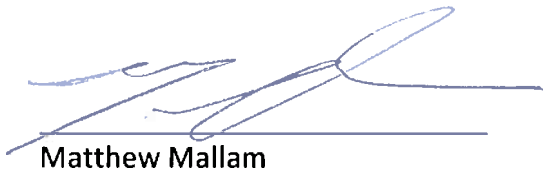
For the  
L.I.U.N.A  
LOCAL 1208



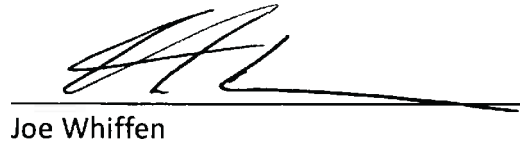
George Dalton



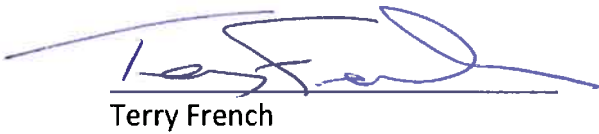
Vic Slaney



Matthew Mallam



Joe Whiffen



Terry French

\_\_\_\_\_  
Deanne Hennessey



MEMORANDUM OF UNDERSTANDING No. 18-25

BETWEEN: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
NEWFOUNDLAND AND LABRADOR INC.  
(herein called "CLRA")

AND: LABOURERS INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 1208 (herein called "Local 1208")

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Notwithstanding the provisions of the CLRA and Labourers Local 1208 Collective Agreement 2018-2022, the parties have agreed as follows:

On Commercial Work:

Overtime will be paid at time and one half beyond 50 hours per week worked and double time shall only be paid for work on Sundays and holidays recognized in the Collective Agreement.

This Memorandum of Understanding No. 18-25 shall be reviewed by the CLRA and Local 1208 every six (6) months and will remain in effect unless either party gives thirty (30) days' notice to terminate the Memorandum of Understanding 18-25 and revert to the Collective Agreement. However, any work bid while this Memorandum is in effect shall be done under this Memorandum until the work is completed under the bid.


This Memorandum of Understanding No. 18-25 may only be amended in writing.

Dated this 30<sup>th</sup> day of November, A.D., 2018

Agreed

Agreed

  
For CLRA

  
For L.I.U.N.A. Local 1208

  
Witness

  
Witness



### Appendix A - Labourers Local 1208 Industrial Wage and Benefit Package

|                                       | Effective Signing | 01-May-19       | 1 May 2020      | 01-May-21       |
|---------------------------------------|-------------------|-----------------|-----------------|-----------------|
| Labourer Basic Hourly Wage Rate       | \$ 31.04          | \$ 31.66        | \$ 31.98        | \$ 32.30        |
| Holiday Pay 5%                        | \$ 1.55           | \$ 1.58         | \$ 1.60         | \$ 1.61         |
| Vacation Pay - 8%                     | \$ 2.48           | \$ 2.53         | \$ 2.56         | \$ 2.58         |
| Health / Welfare                      | \$ 4.09           | \$ 4.09         | \$ 4.09         | \$ 4.09         |
| Pension                               | \$ 7.75           | \$ 7.75         | \$ 7.75         | \$ 7.75         |
| CLRA Industry Funds                   | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Trades NL Industry Funds              | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Rate Stabilization                    | \$ 1.00           | \$ 1.00         | \$ 1.00         | \$ 1.00         |
| <b>Total Wage and Benefit Package</b> | <b>\$ 48.52</b>   | <b>\$ 49.22</b> | <b>\$ 49.57</b> | <b>\$ 49.94</b> |

### Appendix A - Labourers Local 1208 Commercial Wage and Benefit Package

|                                       | Effective Signing | 01-May-19       | 1 May 2020      | 01-May-21       |
|---------------------------------------|-------------------|-----------------|-----------------|-----------------|
| Labourer Basic Hourly Wage Rate       | \$ 28.26          | \$ 28.83        | \$ 29.11        | \$ 29.40        |
| Holiday Pay 5%                        | \$ 1.41           | \$ 1.44         | \$ 1.46         | \$ 1.47         |
| Vacation Pay - 8%                     | \$ 2.26           | \$ 2.31         | \$ 2.33         | \$ 2.35         |
| Health / Welfare                      | \$ 2.00           | \$ 2.00         | \$ 2.00         | \$ 2.00         |
| Pension                               | \$ 4.75           | \$ 4.75         | \$ 4.75         | \$ 4.75         |
| Training Fund                         | \$ 1.15           | \$ 1.15         | \$ 1.15         | \$ 1.15         |
| CLRA Industry Funds                   | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Trades NL Industry Funds              | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Rate Stabilization                    | \$ 1.00           | \$ 1.00         | \$ 1.00         | \$ 1.00         |
| <b>Total Wage and Benefit Package</b> | <b>\$ 41.43</b>   | <b>\$ 42.07</b> | <b>\$ 42.40</b> | <b>\$ 42.73</b> |

## Appendix B - Labourers Local 1208 Industrial Wage Rates

### CLRA and Labourers Local 1208 Collective Agreement 2018-2022 - Industrial Basic Hourly Wage Rate

| <u>Trade Classification (Group)</u> | Basic Hourly Rate<br>Signing | Basic Hourly Rate 1<br>May 2019 | Basic Hourly Rate 1<br>May 2020 | Basic Hourly Rate 1<br>May 2021 |
|-------------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Labourer                            | \$ 31.04                     | \$ 31.66                        | \$ 31.98                        | \$ 32.30                        |
| Tamper Compactor                    |                              |                                 |                                 |                                 |
| Store & Tool Crib Attendant         |                              |                                 |                                 |                                 |
| Grouter                             |                              |                                 |                                 |                                 |
| Rodman on Survey                    |                              |                                 |                                 |                                 |
| Chaulker                            |                              |                                 |                                 |                                 |
| Grinder Operator                    |                              |                                 |                                 |                                 |
| Pumpman                             |                              |                                 |                                 |                                 |
| Spotter                             |                              |                                 |                                 |                                 |
| Power Saw Operator                  |                              |                                 |                                 |                                 |
| Brush Cutter                        |                              |                                 |                                 |                                 |
| Powderman Helper                    |                              |                                 |                                 |                                 |
| Heaters & Fuel Attendant            |                              |                                 |                                 |                                 |
| Electric/Air Chipping Tool          |                              |                                 |                                 |                                 |
| Sandblasting, Masonry & Concrete    |                              |                                 |                                 |                                 |
| Pickup & Service Vehicle            | \$ 31.09                     | \$ 31.71                        | \$ 32.03                        | \$ 32.35                        |
| Signalman and Flagman               |                              |                                 |                                 |                                 |
| Trades Helper                       |                              |                                 |                                 |                                 |
| Motorized Buggie                    | \$ 31.14                     | \$ 31.76                        | \$ 32.08                        | \$ 32.40                        |
| Checker                             |                              |                                 |                                 |                                 |
| Mortar Mixer                        |                              |                                 |                                 |                                 |
| Compressor Operator                 |                              |                                 |                                 |                                 |
| Mason Tender                        |                              |                                 |                                 |                                 |
| Time Keeper / Office Clerk          | \$ 31.19                     | \$ 31.81                        | \$ 32.13                        | \$ 32.45                        |
| Vibrator Operator                   | \$ 31.24                     | \$ 31.86                        | \$ 32.18                        | \$ 32.51                        |
| Jack Hammer Driller                 |                              |                                 |                                 |                                 |
| Breaker                             |                              |                                 |                                 |                                 |
| Wagon & Air Track Drill Operator    | \$ 31.29                     | \$ 31.92                        | \$ 32.23                        | \$ 32.56                        |
| Drill Doctor                        |                              |                                 |                                 |                                 |
| Pipelayer                           | \$ 31.48                     | \$ 32.11                        | \$ 32.43                        | \$ 32.76                        |
| Powderman                           | \$ 31.55                     | \$ 32.18                        | \$ 32.50                        | \$ 32.83                        |
| Diamond & Rotary Drill              |                              |                                 |                                 |                                 |
| Hoist Operator                      |                              |                                 |                                 |                                 |
| Air Tugger                          |                              |                                 |                                 |                                 |
| Watchman (48 Hour Week)             | Rate Negotiated<br>per Job   | Rate Negotiated<br>per Job      | Rate Negotiated<br>per Job      | Rate Negotiated<br>per Job      |
| Cement Patcher & Rubber             | \$ 32.01                     | \$ 32.65                        | \$ 32.98                        | \$ 33.31                        |
| Cement Finisher                     | \$ 32.22                     | \$ 32.86                        | \$ 33.19                        | \$ 33.52                        |
| Hydroblasting Concrete              |                              |                                 |                                 |                                 |
| Concrete Placing Concrete           |                              |                                 |                                 |                                 |
| Geomatic Technician                 | \$ 37.32                     | \$ 38.07                        | \$ 38.45                        | \$ 38.83                        |

## Appendix C - Labourers Local 1208 Commercial Wage Rates

### CLRA and Labourers Local 1208 Collective Agreement 2018-2022 - Commercial Basic Hourly Wage Rate

| <u>Trade Classification (Group)</u> | Basic Hourly Rate<br>Signing | Basic Hourly Rate 1<br>May 2019 | Basic Hourly Rate 1<br>May 2020 | Basic Hourly Rate 1<br>May 2021 |
|-------------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Labourer                            | \$ 28.26                     | \$ 28.83                        | \$ 29.11                        | \$ 29.40                        |
| Tamper Compactor                    |                              |                                 |                                 |                                 |
| Store & Tool Crib Attendant         |                              |                                 |                                 |                                 |
| Grouter                             |                              |                                 |                                 |                                 |
| Rodman on Survey                    |                              |                                 |                                 |                                 |
| Chaulker                            |                              |                                 |                                 |                                 |
| Grinder Operator                    |                              |                                 |                                 |                                 |
| Pumpman                             |                              |                                 |                                 |                                 |
| Spotter                             |                              |                                 |                                 |                                 |
| Power Saw Operator                  |                              |                                 |                                 |                                 |
| Brush Cutter                        |                              |                                 |                                 |                                 |
| Powderman Helper                    |                              |                                 |                                 |                                 |
| Heaters & Fuel Attendant            |                              |                                 |                                 |                                 |
| Electric/Air Chipping Tool          |                              |                                 |                                 |                                 |
| Sandblasting, Masonry & Concrete    |                              |                                 |                                 |                                 |
| Pickup & Service Vehicle            | \$ 28.32                     | \$ 28.89                        | \$ 29.18                        | \$ 29.47                        |
| Signalman and Flagman               |                              |                                 |                                 |                                 |
| Trades Helper                       |                              |                                 |                                 |                                 |
| Motorized Buggie                    | \$ 28.37                     | \$ 28.94                        | \$ 29.23                        | \$ 29.52                        |
| Checker                             |                              |                                 |                                 |                                 |
| Mortar Mixer                        |                              |                                 |                                 |                                 |
| Compressor Operator                 |                              |                                 |                                 |                                 |
| Mason Tender                        |                              |                                 |                                 |                                 |
| Time Keeper / Office Clerk          | \$ 28.42                     | \$ 28.99                        | \$ 29.28                        | \$ 29.57                        |
| Vibrator Operator                   | \$ 28.47                     | \$ 29.04                        | \$ 29.33                        | \$ 29.62                        |
| Jack Hammer Driller                 |                              |                                 |                                 |                                 |
| Breaker                             |                              |                                 |                                 |                                 |
| Wagon & Air Track Drill Operator    | \$ 28.52                     | \$ 29.09                        | \$ 29.38                        | \$ 29.68                        |
| Drill Doctor                        |                              |                                 |                                 |                                 |
| Pipelayer                           | \$ 28.70                     | \$ 29.27                        | \$ 29.57                        | \$ 29.86                        |
| Powderman                           | \$ 28.77                     | \$ 29.35                        | \$ 29.64                        | \$ 29.94                        |
| Diamond & Rotary Drill              |                              |                                 |                                 |                                 |
| Hoist Operator                      |                              |                                 |                                 |                                 |
| Air Tugger                          |                              |                                 |                                 |                                 |
| Watchman (48 Hour Week)             | Rate Negotiated<br>per Job   | Rate Negotiated<br>per Job      | Rate Negotiated<br>per Job      | Rate Negotiated<br>per Job      |
| Cement Patcher & Rubber             | \$ 29.23                     | \$ 29.81                        | \$ 30.11                        | \$ 30.41                        |
| Cement Finisher                     | \$ 29.45                     | \$ 30.04                        | \$ 30.34                        | \$ 30.64                        |
| Hydroblasting Concrete              |                              |                                 |                                 |                                 |
| Concrete Placing Concrete           |                              |                                 |                                 |                                 |
| Geomatic Technician                 | \$ 34.55                     | \$ 35.24                        | \$ 35.59                        | \$ 35.95                        |

**Appendix D - Labourers Local 1208 Industrial Heavy Equipment Operator Wage Rates**

CLRA and Labourers Local 1208 Collective Agreement 2018-2022

Industrial Heavy Equipment Operator Basic Hourly Wage Rate

| <u>Trade Classification (Group)</u>  | Basic Hourly Rate Signing | Basic Hourly Rate 1 May 2019 | Basic Hourly Rate 1 May 2020 | Basic Hourly Rate 1 May 2021 |
|--|---------------------------|------------------------------|------------------------------|------------------------------|
| <u>Class 1</u><br>Mobile Crane Driver  | \$ 31.29                  | \$ 31.92                     | \$ 32.23                     | \$ 32.56                     |
| <u>Class 2</u><br>Asphalt Roller<br>(Breakdown)  | \$ 31.34                  | \$ 31.97                     | \$ 32.29                     | \$ 32.61                     |
| <u>Class 3</u><br>Dozer D4 and under<br>Loader under 2 1/2 c.y.<br>Shovel with Backhoe<br>Clam & Dragline under 3/4 c.y.   | \$ 31.40                  | \$ 32.03                     | \$ 32.35                     | \$ 32.67                     |
| <u>Class 4</u><br>Backhoe 3/4 - 1 c.y.<br>Grader<br>Scraper<br>Shovel with Backhoe over 1 1/2 c.y.   | \$ 31.60                  | \$ 32.23                     | \$ 32.55                     | \$ 32.88                     |
| <u>Class 5</u><br>Crane, Mobile 35 Tons and under<br>Dozer D6 and over<br>Grader, Fine Grade<br>Loader, Crawler 2 c.y. and over<br>Loader Rubber Tire 1 1/2 c.y. and over<br>Fork Lift Operator<br>Semi-Trailer<br>5th Wheel / Off Road Trucks | \$ 31.80                  | \$ 32.44                     | \$ 32.76                     | \$ 33.09                     |
| <u>Class 6</u><br>Crane, Mobile 36 - 50 Tons<br>Tower Crane 36 - 50 Tons<br>Boom Truck Operator  | \$ 31.85                  | \$ 32.49                     | \$ 32.81                     | \$ 33.14                     |
| <u>Class 7</u><br>Crane, Mobile over 50 Tons<br>Tower Crane over 50 Tons<br>Mechanic   | \$ 31.96                  | \$ 32.60                     | \$ 32.93                     | \$ 33.25                     |

## Appendix E - Labourers Local 1208 Commercial Heavy Equipment Operator Wage Rates

CLRA and Labourers Local 1208 Collective Agreement 2018-2022

Commercial Heavy Equipment Operator Basic Hourly Wage Rate

| <u>Trade Classification (Group)</u>  | Basic Hourly Rate<br>Signing | Basic Hourly Rate 1<br>May 2019 | Basic Hourly Rate 1<br>May 2020 | Basic Hourly Rate 1<br>May 2021 |
|--|------------------------------|---------------------------------|---------------------------------|---------------------------------|
| <u>Class 1</u><br>Mobile Crane Driver  | \$ 28.52                     | \$ 29.09                        | \$ 29.38                        | \$ 29.68                        |
| <u>Class 2</u><br>Asphalt Roller<br>(Breakdown)  | \$ 28.57                     | \$ 29.14                        | \$ 29.43                        | \$ 29.73                        |
| <u>Class 3</u><br>Dozer D4 and under<br>Loader under 2 1/2 c.y.<br>Shovel with Backhoe<br>Clam & Dragline under 3/4 c.y.   | \$ 28.62                     | \$ 29.19                        | \$ 29.48                        | \$ 29.78                        |
| <u>Class 4</u><br>Backhoe 3/4 - 1 c.y.<br>Grader<br>Scraper<br>Shovel with Backhoe over 1 1/2 c.y.   | \$ 28.77                     | \$ 29.35                        | \$ 29.64                        | \$ 29.94                        |
| <u>Class 5</u><br>Crane, Mobile 35 Tons and under<br>Dozer D6 and over<br>Grader, Fine Grade<br>Loader, Crawler 2 c.y. and over<br>Loader Rubber Tire 1 1/2 c.y. and over<br>Fork Lift Operator<br>Semi-Trailer<br>5th Wheel / Off Road Trucks | \$ 28.98                     | \$ 29.56                        | \$ 29.86                        | \$ 30.15                        |
| <u>Class 6</u><br>Crane, Mobile 36 - 50 Tons<br>Tower Crane 36 - 50 Tons<br>Boom Truck Operator  | \$ 29.03                     | \$ 29.61                        | \$ 29.91                        | \$ 30.21                        |
| <u>Class 7</u><br>Crane, Mobile over 50 Tons<br>Tower Crane over 50 Tons<br>Mechanic   | \$ 29.13                     | \$ 29.71                        | \$ 30.01                        | \$ 30.31                        |




**Appendix F**

**CLRA and Labourers Local 1208 Collective Agreement 2018 - 2022**

**Commercial Roofers Hourly Wage Rate**

|                    | Effective Signing | 01-May-19 | 1 May 2020 | 01-May-21 |
|--------------------|-------------------|-----------|------------|-----------|
| Working Foreperson | \$ 31.28          | \$ 31.91  | \$ 32.22   | \$ 32.55  |
| Roofer Class 1     | \$ 29.78          | \$ 30.38  | \$ 30.68   | \$ 30.99  |
| Roofer Class 2     | \$ 28.26          | \$ 28.83  | \$ 29.11   | \$ 29.40  |
| Roofer Class 3     | \$ 26.22          | \$ 26.74  | \$ 27.01   | \$ 27.28  |
| Roofer Class 4     | \$ 23.66          | \$ 24.13  | \$ 24.37   | \$ 24.62  |

**Appendix F**

**CLRA and Labourers Local 1208 Collective Agreement 2018 - 2022**

**Commercial Roofers Wages and Benefits**

|                                       | Effective Signing | 01-May-19       | 1 May 2020      | 01-May-21       |
|---------------------------------------|-------------------|-----------------|-----------------|-----------------|
| Hourly Rate - Roofer Class 1          | \$ 29.78          | \$ 30.38        | \$ 30.68        | \$ 30.99        |
| Holiday Pay 5%                        | \$ 1.49           | \$ 1.52         | \$ 1.53         | \$ 1.55         |
| Vacation Pay - 8%                     | \$ 2.38           | \$ 2.43         | \$ 2.45         | \$ 2.48         |
| Health / Welfare                      | \$ 2.00           | \$ 2.00         | \$ 2.00         | \$ 2.00         |
| Pension                               | \$ 4.75           | \$ 4.75         | \$ 4.75         | \$ 4.75         |
| CLRA Industry Funds                   | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Trades NL Industry Funds              | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Rate Stabilization                    | \$ 1.00           | \$ 1.00         | \$ 1.00         | \$ 1.00         |
| <b>Total Wage and Benefit Package</b> | <b>\$ 42.00</b>   | <b>\$ 42.67</b> | <b>\$ 43.02</b> | <b>\$ 43.36</b> |




**Appendix F**

**CLRA and Labourers Local 1208 Collective Agreement 2018 - 2022**

**Industrial Roofers Hourly Wage Rate**

|                        | Effective Signing | 01-May-19 | 1 May 2020 | 01-May-21 |
|------------------------|-------------------|-----------|------------|-----------|
| Non Working Foreperson | \$ 39.32          | \$ 40.11  | \$ 40.51   | \$ 40.91  |
| Roofer Class 1         | \$ 37.07          | \$ 37.81  | \$ 38.19   | \$ 38.57  |
| Roofer Class 2         | \$ 35.53          | \$ 36.24  | \$ 36.60   | \$ 36.97  |
| Roofer Class 3         | \$ 33.49          | \$ 34.16  | \$ 34.50   | \$ 34.85  |
| Roofer Class 4         | \$ 30.95          | \$ 31.57  | \$ 31.88   | \$ 32.20  |

**Appendix F**

**CLRA and Labourers Local 1208 Collective Agreement 2018 - 2022**

**Industrial Roofers Wages and Benefits**

|                                       | Effective Signing | 01-May-19       | 1 May 2020      | 01-May-21       |
|---------------------------------------|-------------------|-----------------|-----------------|-----------------|
| Hourly Rate - Roofer Class 1          | \$ 37.07          | \$ 37.81        | \$ 38.19        | \$ 38.57        |
| Holiday Pay 5%                        | \$ 1.85           | \$ 1.89         | \$ 1.91         | \$ 1.93         |
| Vacation Pay - 8%                     | \$ 2.97           | \$ 3.02         | \$ 3.06         | \$ 3.09         |
| Health / Welfare                      | \$ 4.09           | \$ 4.09         | \$ 4.09         | \$ 4.09         |
| Pension                               | \$ 7.75           | \$ 7.75         | \$ 7.75         | \$ 7.75         |
| CLRA Industry Funds                   | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Trades NL Industry Funds              | \$ 0.30           | \$ 0.30         | \$ 0.30         | \$ 0.30         |
| Rate Stabilization                    | \$ 1.00           | \$ 1.00         | \$ 1.00         | \$ 1.00         |
| <b>Total Wage and Benefit Package</b> | <b>\$ 55.33</b>   | <b>\$ 56.17</b> | <b>\$ 56.59</b> | <b>\$ 57.03</b> |