

2022 – 2027 COLLECTIVE AGREEMENT

between

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

and

NEWFOUNDLAND & LABRADOR REGIONAL COUNCIL OF
CARPENTERS, MILLWRIGHTS, AND ALLIED WORKERS
LOCAL UNION 1009
(hereinafter called the "Union")

May 1, 2022 - APRIL 30, 2027

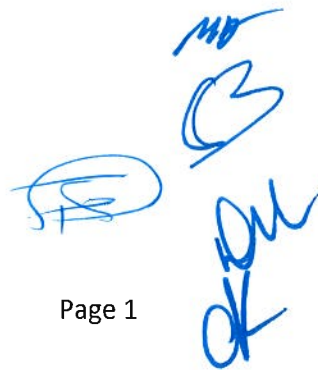


TABLE OF CONTENTS

ARTICLE 1 PURPOSE..... 3

ARTICLE 2 RECOGNITION..... 3

ARTICLE 3 UNION SECURITY..... 3

ARTICLE 4 SHOP STEWARD 5

ARTICLE 5 UNION REPRESENTATIVE 6

ARTICLE 6 MANAGEMENT RIGHTS..... 6

ARTICLE 7 HOURS OF WORK..... 7

ARTICLE 8 OVERTIME..... 7

ARTICLE 9 REPORTING TIME..... 8

ARTICLE 10 HOLIDAYS..... 9

ARTICLE 11 VACATION PAY..... 9

ARTICLE 12 BOARD AND TRAVEL..... 9

ARTICLE 13 WAGES..... 11

ARTICLE 14 TERMINATION OF EMPLOYMENT (LAYOFF)..... 13

ARTICLE 15 TOOLS, TOOL CRIB, SHELTER, HEALTH & SAFETY..... 13

ARTICLE 16 FOREPERSON..... 15

ARTICLE 17 NO STRIKE OR LOCKOUT..... 16

ARTICLE 18 SUBCONTRACTS..... 16

ARTICLE 19 LEAVE OF ABSENCE..... 16

ARTICLE 20 BEREAVEMENT LEAVE..... 16

ARTICLE 21 ADJUSTMENT OF GRIEVANCES..... 17

ARTICLE 22 TRADE JURISDICTION..... 18

ARTICLE 23 HEALTH AND WELFARE..... 18

ARTICLE 24 MAINTENANCE WORK..... 20

ARTICLE 25 GENERAL, WELDING TEST, APPRENTICE RATIO AND RATE OF PAY..... 21

ARTICLE 26 PRESERVATION OF WORK..... 21

ARTICLE 27 ENABLING CLAUSE..... 22

ARTICLE 28 TRADE JURISDICTION..... 22

ARTICLE 29 TERMS OF AGREEMENT..... 25

SIGNATURE PAGE..... 26

APPENDIX A – WAGE RATES 27

ARTICLE 1 PURPOSE

Article 1:01

It is the general purpose of this Agreement to set forth the working conditions, the hours of work, the rates of pay and all other items that both parties have agreed to through the process of collective bargaining. This Agreement, moreover, seeks to ensure to the utmost extent possible, the safety and physical welfare of the employees, and also seek to provide for fair and peaceful adjustments of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to co-operate fully, individually and collectively for the advancement of the conditions set forth herein.

ARTICLE 2 RECOGNITION

Article 2:01

The Employer recognizes the Union as the sole collective bargaining agency for all Millwrights, Millwright General Forepersons, Millwright Forepersons, Millwright Sub-Forepersons, Millwright Apprentices, Millwright Welders, Millwright Technicians, Mechanical Technicians and Machinists employed by the Employer within the Province of Newfoundland and Labrador. Divers will be recognized, by the employer, when the work involved is under the Jurisdiction of the Millwright organization.

Article 2:02

This Agreement shall be applicable to and effective within the Province of Newfoundland and Labrador, and shall ensure to the benefit of, and be binding upon the parties hereto, and the members of the parties hereto, and upon all other parties executing this Agreement.

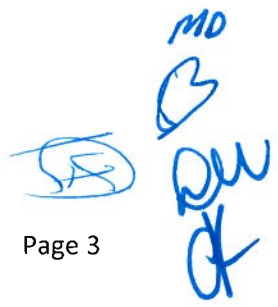
Article 2:03

All precision tools, including Optical Level and Laser Alignment equipment, within the Millwright Jurisdiction shall be used exclusively by members of Local 1009.

ARTICLE 3 UNION SECURITY

Article 3:01 (a)

The Employer will request and the Union will furnish competent and qualified workers, all workers so furnished will be recruited from the Province of Newfoundland and Labrador, insofar as possible. If, after a period of five (5) days, excluding Saturdays, Sundays and statutory holidays from the time the request is made, the Union is unable to supply the quantity and/or skills in the classification required, the Employer may procure such workers elsewhere. All workers secured from other sources will be cleared by the Union before commencing work for the Employer.



Article 3:01 (b)

All members shall be dispatched by way of referral slip issued by the local union and authorized by the business representative. When members are transferred from one job site to another job site, both the employer and employee must notify the union office.

Article 3:02 (a)

Whenever the Local Union is unable to supply sufficient Millwrights to meet the needs of the Employer and the Employer hires Millwrights so hired must, within seven (7) working days of the commencement of their employment, make application to join the Local Union. Failure on the part of the applicant to make application within the above stated time limit for membership shall be cause for immediate discharge.

Article 3:02 (b)

Should the Local Union be able to supply Union workers before the applicant has become a member, the Union worker shall replace the applicant after forty-eight (48) hours' notice by the Union, and provided that the applicant has been employed for minimum of thirty (30) calendar days, unless otherwise mutually agreed.

Article 3:02 (c)

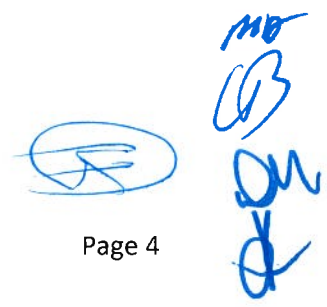
When selecting employees for each individual separate contract/job, the employer shall select the first six (6) employees, exclusive of forepersons. Notwithstanding the aforementioned, the third employee hired shall be supplied by the union and appointed Steward. Subsequent selection of journeypersons and/or apprentices for that separate contact/job will be shared on a 50-50 new hire basis through the union office. The union agrees to furnish competent and qualified workers, in so far as possible. The union will endeavour to supply workers within the free zone whenever possible.

Article 3:03

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) working days, the Company may hire employees from other sources, who, as a condition of employment, will become members of the Union within seven (7) days. Only after the employer has been informed by the Union that no union workers are available, may non-union workers be hired, and such non union employees shall be replaced immediately by union members, should the union request such replacement.

Article 3:04

When travel and room and board provisions apply, the Employee being replaced will not be paid return compensation, nor will the replacing employee receive compensation for travelling to the job. The replacing employee shall receive compensation for return travel.

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Article 3:05

Where on a normal reduction of work force, layoff occurs, the Millwright members of Local Union 1009 shall at all times be given preference of employment over non-union employees and/or work permits and travel cards.

Article 3:06

The Employer shall deduct each month, from the wages of each employee within the Union jurisdiction, three percent (3%) of gross earnings, excluding, room and board, vacation pay, holiday pay, and travel expenses, and on their behalf remit same to the Local Union.

Article 3:07

If employees are not members of the union and wish to become members, the employer agrees that it will deduct union initiation fees from their pay and remit same to the Millwrights local union office.

Article 3:08 (a)

Remittances of all deductions accompanied by an itemized list, showing social insurance number, name and amount of individual and total deductions, shall be sent to the Local Union as soon as possible, but in any event, not later than the 20th day of the following month.

Article 3:08 (b)

Failure by the Employer to comply with 3:08(a), the Union shall have the right to submit the matter to a sole arbitrator immediately. Should the decision of the arbitrator find the employer was delinquent in submitting the deductions as outlined in 3:08(a), the employer shall pay interest in the amount of 3% per month for all money owed.

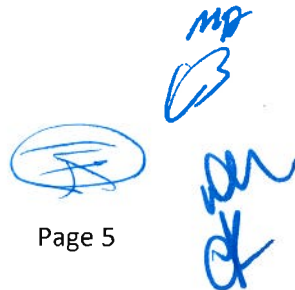
Article 3:09

A member shall not be eligible to be requested by the employer until they have been members of Local 1009 for twelve (12) consecutive months, and in good standing for a least three (3) consecutive months, prior to the request.

ARTICLE 4 SHOP STEWARD

Article 4:01

The first Journeyperson on a job shall be acting Steward until such time as Steward is appointed by the Business Manager. The Steward shall perform their regular work in accordance with the project. The designated Steward shall be given irrespective of the order in which they are hired, top seniority in employment and be retained on the project in all cases of reduction of the work force provided that they are qualified to complete the work.

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Article 4:02

The Employer shall at all times when assigning work, ensure the Steward is assigned to any work which may result in overtime. The Steward shall be given the opportunity to work all overtime. In the event the Steward does not work, the Steward shall appoint a substitute Steward for such overtime. This should not be construed to mean, the Steward shall replace an employee working on a particular job. However, if additional employees are required, the Steward shall be given the first opportunity. In the event the job is in progress the following day the Steward shall be assigned on such work.

Article 4:03

The duty of the Steward shall be to see that this Agreement is not violated and sufficient time without loss of pay will be forwarded to carry out those duties.

Article 4:04

The Steward shall in no way be discriminated against for the carrying out of their duties. The Employer shall not transfer a Steward from one project to another without mutual agreement between the Union and Employer.

Article 4:05

In the event of a temporary shut down of a job in progress, and the Company rehires the same employees on start up of that job, the Steward shall be the first person rehired.

ARTICLE 5 UNION REPRESENTATIVE

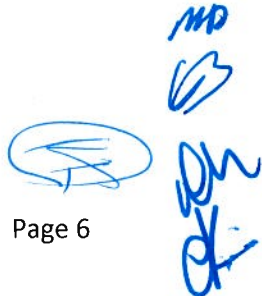
Article 5:01

The Union Business Agent and/or the Business Manager of the Building Trades shall have the right to visit any job to interview the Steward or other Employees of this Local after receiving the approval of the same from the Project Manager or Owner's Representative.

ARTICLE 6 MANAGEMENT RIGHTS

Article 6:01

The United Brotherhood of Carpenters and Joiners of America, Millwright Local Unions recognize the right of the Employer to manage its business and direct the workforce. However, when conditions or problems arise on the jobsite which affect Union employees, the Employer agrees to discuss such matters with the Union Representatives before final decisions are made.



ARTICLE 7 HOURS OF WORK

Article 7:01

Day shift - A regular working week consisting of not more than forty (40) hours of work to be performed during regular shift periods. And a regular shift period consisting of not more than five eight (8) hours days or 4 (four) ten (10) hours days to be performed on Monday to Friday inclusive of each week (exclusive of the vacation period and holidays) between the hours of 7:00 am and 5:30 pm with one half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 pm. Shift work shall be paid at a premium of 20%. There shall be no pyramiding of shift premiums.

Article 7:02

Ten (10) minute break periods shall be allowed on shift work once during the mid-way point of the first half of the shift and once during the mid-way point of the second half of the shift.

Article 7:03

Employees who change shifts and do not work more than four (4) consecutive shifts, shall be paid double the straight time rate of pay.

ARTICLE 8 OVERTIME

Article 8:01

All hours worked in excess of the normal work hours, Monday through Friday, or all hours worked on Saturday, Sunday or on Holidays declared or statutory, shall be paid at double the straight time rate of pay.

Article 8:02 (a)

Overtime when worked shall be divided equally among employees who are qualified to perform the work that is available and who are engaged in similar type of work on the same job of the Employer on the site.

Article 8:02 (b)

Overtime refused shall be considered as overtime worked for the purpose of calculating 8:02(a).

Article 8:03

An employee who has been called back to work without eight (8) hours off shall be paid applicable overtime rates.

Article 8:04

An employee shall be given two (2) hours' notice of all overtime, provided the employee is to be involved in such work.

Article 8:05 (a)

Employees required to work more than two (2) hours overtime continuous with a normal day or shift shall have adequate meals supplied, and at four (4) hour intervals thereafter. Where such meals are not supplied, the employee shall receive one (1) hour's pay at the Journeyperson's rate.

Article 8:05 (b)

If no such meal is supplied, after two (2) hours of continuous work, with a normal day or shift, the employee shall not be required to continue working.

Article 8:06

Employees required to work overtime shall receive a coffee break at the end of their regular shift.

Article 8:07

All breaks and meal periods on overtime, outlined in Article 8 shall be paid at the applicable overtime rate.

ARTICLE 9 REPORTING TIME

Article 9:01

Any employee, after being requested to report for work and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wage unless they have been notified before leaving their home not to report, provided they remain on the site for two (2) hours or is released by the Employer. Any employee who reports for work and for whom work is provided and commences work shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in one day, shall receive not less than one (1) full day's pay. The foregoing provisions shall apply to Saturdays, Sundays and Holidays declared as Statutory at double the pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby.

Article 9:02

Every employee who, after the completion of their regular working hours, is called out and required to work in an emergency outside their regular working hours shall be paid at the applicable overtime rate but not less than four (4) hours straight time.

Article 9:03

The Company will not require a called out employee to remain on the job after they have completed the job they were called out to do unless a further emergency arises, the provisions of 9:02 will be re-applied. Employees called in for emergency repair work will not be required to perform normal routine duties.

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ARTICLE 10 HOLIDAYS

Article 10:01

The Employer shall pay 3% of gross earnings in lieu of paid holidays. Payment to be made on the employee's weekly cheque.

Article 10:02

The following days shall be classed as recognized holidays:

New Year's Day	Christmas Day	Remembrance Day	Labour Day
Good Friday	Victoria Day (May 24 th)	Civic Holiday	Boxing Day
Canada Day	Thanksgiving Day		
National Day of Truth and Reconciliation			

and any other holiday(s) that may be proclaimed by Provincial Government during the life of this Agreement.

Article 10:03 (a)

If an employee is required to work on either of the holidays listed in 10:02, they shall be paid double their regular wage in addition to three (3%) percent.

Article 10:03 (b)

If any of these days fall on a Saturday or Sunday, the following Monday shall be the holiday or such other day as may be officially proclaimed by Federal, Provincial or Civic Authorities in lieu of such holiday. It is agreed that no employee shall be required to work on Christmas Day or Labour Day, except for work of an emergency nature.

ARTICLE 11 VACATION PAY

Article 11:01

Vacation Pay allowance shall be paid to each worker in the amount of 10% of gross earnings. Payment of such allowance is to be made weekly.

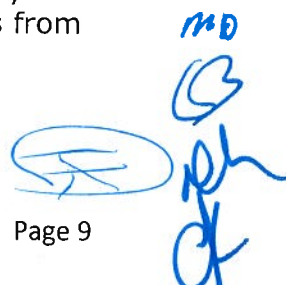
ARTICLE 12 BOARD AND TRAVEL

Article 12:01 (a)

If an employee wishes to commute daily to their place of work rather than receive board allowance to a maximum as indicated below, they shall be entitled to travel allowance according to the following scale:

Free zone shall be described as within: (1) Fifty (50) kilometers from the City or Town Hall in which the Employer's office is situated. (2) Fifty (50) kilometers from the City or Town Hall in which the Employee resides.

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Any employee who is obliged to remain out of town overnight shall receive \$91.00 per day worked upon signing, \$95.00 per day worked effective May 1, 2023, \$98.00 per day worked effective May 1, 2024, or have adequate room and board provided as mutually agreed by the Employer and employee. Employees who are obliged to remain out of town for an extended period shall have room and board provided by the employer for seven (7) days per week upon completion of the regularly scheduled work week.

Article 12:01 (b)

Measurements to be taken from the city or town hall of the community in which the employee maintains their permanent residence.

Article 12:02 (a)

Each employee shall be paid an hour's pay for every 70 kilometres traveled. Measurements to be taken as outlined in Article 12:01(b).

Article 12:02 (b)

Each employee shall be paid sixty-eight cents (\$0.68) per kilometre for travel expenses for the duration of this agreement.

In case of travel to Labrador or where employees do not travel by car, each employee shall receive that amount per kilometre from hometown to airport and airline fare at employer's cost. Measurements to be taken as outlined in Article 12:01(b). The employee will be compensated at their single hourly rate, not exceeding eight (8) hours for such travelling time in any twenty-four (24) hour period.

Article 12:03

Any employee after having been instructed to report for work shall qualify for travelling time and travel expenses one way from the point of origin to the job, on the completion of twenty-eight (28) calendar days of employment. Where airline travel is necessary, travel expenses and airline ticket at employer's cost to be paid within three (3) calendar days upon receipt of bona fide Travel Vouchers.

Article 12:04

An employee, after having been instructed to report for work, shall be entitled to return travel time and travel expenses to the point of origin on the completion of every twenty-eight (28) calendar days of employment. If working in Labrador or on the Island where there is no access to the job site by road, an employee shall be so entitled after every twenty-eight (28) days of employment. On a regular turnaround schedule, travel time shall be paid on return travel only.

Article 12:05

An employee shall be entitled to travelling time and expenses from the point of origin to the jobsite and/or the return to the point of origin if their employment has been terminated for the following reasons, regardless of duration of employment:

- (a) If they have been laid off,
- (b) If the job has been completed,



- (c) If they have been granted permission by the employer to leave before completion of the job or project,

Article 12:06

If their employment is terminated for just cause, or the employee leaves on their own accord before having qualified for travel expense and or from the job, they shall not be entitled to receive the cost of such travel expenses and travelling time. After qualifying for return travelling time and transportation, if the employees voluntarily terminates their employment, they will not be paid travelling time or transportation for any subsequent trips to the job, except at the employer's discretion.

Article 12:07 (a)

Employees' Board Allowance or Travel Allowance as provided for in Article 12:01 shall not be deducted from employees' pay due to waiting time or inclement weather provided they are unable to report for work as usual.

Article 12:07 (b)

If camp accommodations are provided, employees shall be given the opportunity to take residence in camp at no cost to the employee for room and board.

ARTICLE 13 WAGES

Article 13:01

The following hourly wage rate increases, for the life of this agreement, apply to all new work bid after October 24, 2022 unless otherwise specified. Local 1009 shall forward a thirty (30) day prior written notice to the CLRA and signatory employers, the distribution of total wage package breakdown for each individual year increase as listed herein:

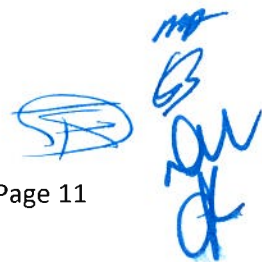
- 3% increase on base hourly wage rate effective on signing
- 3% increase on base hourly wage rate effective May 1, 2023
- 3% increase on base hourly wage rate effective May 1, 2024
- 3% increase on base hourly wage rate effective May 1, 2025
- 3% increase on base hourly wage rate effective May 1, 2026

Article 13:02

The employer shall pay their employees by envelope or by direct deposit, every week during the regular working hours, in case, or by cheque at least one day before last banking day of the week with the number of hours of work and all deductions clearly marked. The parties agree that where companies have the necessary facilities and computer capability, employees pay records will clearly identify health, welfare and pensions benefits paid on their behalf.

Article 13:03

No more than one (1) week pay shall be held back.



Article 13:04

In the event that the employee's pay is not received as mentioned in 13:02 above, said employee shall receive waiting time for such payment (not more than eight (8) hours pay in any twenty-four (24) hour period).

Article 13:05

INDUSTRY FUND - The employer shall remit sixty (\$0.60) cents per hour worked to the Newfoundland Construction Industry Fund (thirty (\$0.30) cents payable to 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 the parties. 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 13:06

The employers pay period shall end the same as the Unemployment Insurance Commission pay period, that is 12:00 midnight on Saturday.

Article 13:07

RATE STABILIZATION FUND - The Employer shall remit One Dollar (\$1.00) per person hour worked for each Employee covered under this Agreement to the Stabilization 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 under the attached Stabilization Agreement and Declaration of Trust.

Article 13:08

BUILDING FUND - The employer shall remit to the Building Fund as per the attached Appendix A – Wage Schedule.

Article 13:09

ORGANIZING FUND - The Employer shall remit to the Organizing Fund as per the attached Appendix A – Wage Schedule.

Article 13:10

The Employer shall remit no later than the 15th day of the month following the month worked a statement setting out the names and the amounts in respect of each employee and the hours worked by each employee during such calendar month.

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ARTICLE 14 TERMINATION OF EMPLOYMENT (LAYOFF)

Article 14:01

Except in case of a discharge for just cause, the employer shall give employees four (4) hours' notice of layoff on termination, employment to end at the beginning of the lunch period or the end of the shift. Employees shall be permitted two (2) hours (of the four (4) hours) for tool pick-up.

Employees who are laid off or discharged from the services of the employer shall receive their pay cheque and Unemployment Insurance Separation Slip on termination if the payroll is made up on the project, otherwise the employer shall forward by registered mail the Unemployment Insurance Separation Certificate and pay cheque within three (3) days exclusive of Saturday and Sunday and Holidays. Should the employer fail to comply with the provisions outlined above, the employee shall receive eight (8) hours pay at their regular rate for each working day they are kept waiting. An employee may be dismissed for just cause on the authority of the employer or the employer's authorized representative on the job. Such employee shall be advised promptly in writing by the employer of cause for such dismissal.

Upon commencement of employment where the employees cannot bring their vehicles on the jobsite, the employer shall provide transportation of tools from job gate to job location and upon the termination of employment, the employer shall provide transportation of tools from the job location to the job gate.

ARTICLE 15 TOOLS, TOOL CRIB, SHELTER, HEALTH & SAFETY

Article 15:01

Employees must have and maintain a proper kit of tools and it shall be the responsibility of the employer in conjunction with the Shop Steward to check the employees' tools to be sure they have and maintain the required tools. This shall be a condition of employment. Upon commencement of employment, employees must present to the employer a list and value of personal tools of their kit.

Article 15:02

Apprentices shall not be required to supply precision tools, such as a micrometer, or precision levels, but must be expected to have some of the tools of the trade as befits their experience.

Article 15:03

The employer agrees to furnish a heated, dry, locked facility for the safekeeping of all Millwright tools on all jobs, same to be kept locked when Millwrights are not working. Each employee shall have 30 inches of tool space off the floor.

Article 15:04

Employees shall have adequate time before noon and before quitting time for the purpose of picking up and storing tools.

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Article 15:05

Employee's tools damaged or stolen as a result of fire or theft (break and entry) while under the employer's lock and key will have a suitable replacement supplied by the employer within five (5) working days of the fire or theft (break and entry). If the employer has a layoff before the said five (5) working days, the employee has to receive either a suitable replacement or a cash amount equal to the value of the tools before the employee is terminated. Liability under this clause is limited to \$4,000.00 and a claim must be made within two (2) working days of the loss. The employee is responsible for supplying metric combination wrenches and sockets. (Employee must provide written tool list and visual inspection of same to employer's representative prior to being hired.)

Article 15:06

Tool Crib - When a Millwright tool crib is established to supply or repair a Millwright's tools, a Millwright Journeyman shall be in charge of such crib. In the event that a tool crib is not established, Millwright tools will be repaired by Millwrights.

Article 15:07

Shelter, Health and Safety - Adequate toilet facilities shall be provided on all jobs, same to be kept clean and sanitary at all times.

The contractor shall supply an electric kettle for hot water to Millwright lunchroom. The employer shall provide sanitary drinking water facilities on all jobs.

Adequate quarters, heated when necessary, shall be provided on all jobs for employees to change their clothes and eat their lunch.

The employer shall supply approved safety helmets and such other safety equipment as the employee is not required to provide, and when necessary, shall supply rain suits and rubber boots at no charge to the employee. Tools, safety equipment and other attire furnished by the employer shall be at the responsibility of the employee subject to normal wear and tear and shall be returned on the termination of employment or as the employer may require.

The employer shall supply, when necessary, acid protective clothes, safety glasses, welders' gloves, hat liners, at no cost to the employee.

On abnormally corrosive maintenance, revamp and repair work in which the employee's clothes may be abnormally or permanently damaged, the employer shall supply the necessary protective clothing or a set of coveralls at no cost to the employee.

Employees and employer shall comply with all applicable provisions of provincial health, sanitation, safety laws and regulations in addition to those rules established by the employer.

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The construction, maintenance and operation of camp facilities if provided at the project site, shall be in compliance with all applicable regulations of the Department of Labour.

Millwright Welders shall receive \$0.80 per hour above applicable rate for working on stainless steel, chrome-moly, galvanized, or other alloy materials which are being welded, burnt, or ground.

ARTICLE 16 FOREPERSON

Article 16:01

Foreperson shall be appointed as follows:

3 - 7 Employees	1 Working Foreperson
8 - 15 Employees	1 Non-Working Foreperson
16 - 20 Employees	1 General Foreperson
	1 Non-Working Foreperson
21 - 25 Employees	1 General Foreperson
	2 Non-Working Forepersons
26 - 35 Employees	1 General Foreperson
	4 Non-Working Forepersons
36 - 47 Employees	2 General Forepersons
	5 Non-Working Forepersons

Each additional eight (8) employees One (1) Non-Working Foreperson
Each additional thirty (30) employees One (1) General Foreperson

Article 16:02

On all work coming under the terms of this Agreement, where general forepersons and forepersons are present, orders shall be given in the following sequence:

General Forepersons to Forepersons - Forepersons to Journeypersons.

Article 16:03

For the purpose of Article 2:01 and 16:01, employees shall be interpreted as Millwrights, Millwright Apprentices, Millwright General Forepersons, Millwright Forepersons, Millwright Sub- Forepersons, Millwright Welders, Millwright Technicians, Mechanical Technician and Machinists. Divers will be recognized, by the employer, when the work involved is under the Jurisdiction of the Millwright organization.

Article 16:04

When overtime is involved and there are two or more Millwrights or Millwright Welders working, the Forepersons shall be included in such overtime and maintain their status.



Article 16.05

Forepersons Wage Rates:

Working Forepersons	10% above Journeyperson base rate of pay
Non Working Forepersons	15% above Journeyperson base rate of pay
General Forepersons	20% above Journeyperson base rate of pay

ARTICLE 17 NO STRIKE OR LOCKOUT

Article 17:01

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

ARTICLE 18 SUBCONTRACTS

Article 18:01

The Employer shall not subcontract or sublet any work covered by this Agreement to any party who is not signatory to this Agreement.

ARTICLE 19 LEAVE OF ABSENCE

Article 19:01

It is understood and agreed that an employee shall be granted leave of absence for sickness, accident, Union business, death or illness, jury duty, for self improvement by attendance at a recognized establishment of learning for a period not exceeding nine (9) months of training. Leave of absence maybe granted for other reasons at the discretion of the employer and this shall be done in a fair and impartial manner.

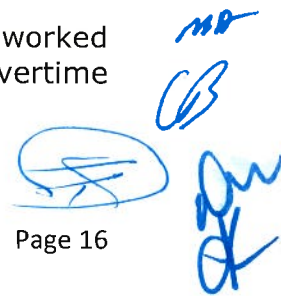
ARTICLE 20 BEREAVEMENT LEAVE

Article 20:01 (a)

In the event of a death in the immediate family, or an employee (that is father, father-in-law, mother, mother-in-law, brothers, sisters, husband, wife, children, grandmother, grandfather, grandchildren, step-father, step-mother, step-sister, step-brother, step-children, brother-in-law, sister-in-law and common law spouse), the employee may request a request a bereavement leave and shall be granted time off with allowance not to exceed three (3) consecutive days, one of which must be the day of the funeral.

Article 20:01 (b)

Such leave shall not be made for the 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 20:01 (c)

The allowance to be made will be computed at the employee's regular straight time rate for a period not to exceed eight (8) hours per day.

ARTICLE 21 ADJUSTMENT OF GRIEVANCES

Article 21:01

It is the mutual desire of the parties hereto, that complaints of employees be adjusted as quickly as possible and it is generally understood that an employee has no grievance until they have first given the foreperson, or foreperson's representative, an opportunity to adjust their complaints.

Article 21:02

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

Stage 1

Complaints of employees must first be taken by the employees and their steward directly to the Foreperson and/or their representative for adjustment without undue delay but, in any event, not more than three (3) days immediately following the occurrence or event giving rise to the complaint. If the complaint is not adjusted satisfactorily within three (3) days, the matter becomes a grievance and must be taken up at Stage 2. If the employee is on layoff, the grievance may be taken up commencing at Stage 2.

Stage 2

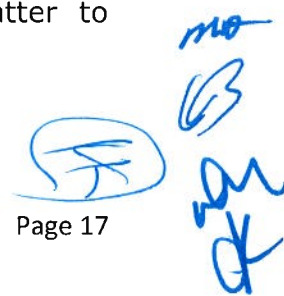
The matter shall be taken up by the Union Steward and/or Union Representative with the Superintendent within three (3) days from the end of the three (3) day period in Stage 1, and failing a satisfactory adjustment within five (5) days, then:

Stage 3

The Business Agent or Union Representative shall take the matter up with the Management of the Company, or the accredited representative or representatives of the Management of the Company, or the accredited representative or representatives of the Management. The Union and the Management may at their discretion require the employee or employees concerned, and the members of the supervisory staff concerned in or having knowledge of the dispute, to appear before them and give evidence regarding the dispute.

Stage 4

Either party may, within the following fifteen (15) days, refer the matter to Arbitration.

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Article 21:03

The employer will notify the Local Union in writing at the time of discharge or suspension of an employee, giving the reasons for such discharge or suspension. A grievance arising from a claim of unjust discharge or suspension may be processed not later than six (6) days after receipt of notification. Where it has been finally established by an Arbitration Board that an employee has been improperly discharged or suspended, they shall be reinstated in their former job and the consideration of their grievance shall include the determination of the extent, if any, to which they shall be compensated for lost pay, and reimbursement for the premium cost of any health and welfare coverage currently in effect. Arbitration will in no way award redress exceeding that which the employees would have earned in the Company's employ had they not been improperly discharged or suspended.

Article 21:04

If the Union or the employer has a grievance as defined in Clause 21:02, it shall commence at Stage 3 of the Grievance Procedure.

ARTICLE 22 TRADE JURISDICTION

Article 22:01

Where there is a decision of record, current agreements between trades or amendments thereto, the employer shall assign work in accordance with such agreements or decision of records.

Article 22:02

If a jurisdiction dispute arises, between the Union and other trades on the job, the employer shall immediately consult with representatives of the disputing trades. If the Union is dissatisfied, it may then file a protest with the National Joint Board using standard procedures.

Article 22:03

If the employer prior to consultation with the Millwright Business Manager assigns work of the Millwright jurisdiction to another trade, and it is decided by the impartial dispute board that the work in question is that of the Millwright jurisdiction, the employer will pay, for each man hour worked, all wages and benefits provided for in this agreement to the Millwrights who should have performed the work.

ARTICLE 23 HEALTH AND WELFARE

Article 23:01

The employer shall contribute \$2.25 per hour earned to the Health and Welfare Fund. The fund shall be administrated by Trustees appointed in equal numbers by the Union and by CLRA on behalf of employers who are obligated to contribute to the plan on behalf of the employees.



Article 23:02 (a)

The Employer shall remit the following contribution to the Pension Fund:

Reference Wage Tables – Appendix A

The Fund shall be administered by Trustees appointed in equal numbers by the Union and the CLRA on behalf of Employers who are obligated to contribute to the Plan on behalf of the Employees.

Article 23.02 (b)

A member who is currently in receipt of a union pension may request in writing to have union contribution amount applied to their basic wage.

Article 23:03

All contributions in Article 23:01 and 23:02 shall be paid double the amount for all overtime hours worked and/or hours outside the regular workday or workweek.

Article 23:04

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 Plan for the amount of any contribution not paid, but shall be responsible for claims or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the times provided herein. The employer shall also forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and the hours worked by each employee during such calendar month.

Article 23:05

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

- (1) The Union will advise the employer in writing of any delinquency.
- (2) If the employer has failed to respond within 48 hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Union may then request a meeting with the employer, or the employer's representative to provide for the payment of funds.
- (3) Should the matter not be resolved at the above-mentioned meeting, the matter may be referred directly to arbitration. Any Arbitration under this Article shall be paid in full by the employer.



ARTICLE 24 MAINTENANCE WORK

Article 24:01

For the purpose of clarification, it is agreed that all other terms and conditions of this Agreement apply to maintenance except where herein modified.

Article 24:02

Maintenance does not cover work performed by the Contractors of a new construction nature. Maintenance shall be defined as any work performed of a renovation, repair, relocation within the same premises, or maintenance character.

Article 24:03

Maintenance does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing construction rates.

Article 24:04

The word "Repair" is work required to restore by replacement of parts of existing facilities to efficient operating condition.

Article 24:05

The work "Renovation" is work required to restore by replacement of, or by revamping of parts of existing facilities to efficient operating condition.

Article 24:06

The term "Existing Facilities" expressed in Section 24:04 and 24:05 of this Article is limited to a construed unit already completed and maintenance shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

Article 24:07

Wage rates for maintenance work shall be 90% of the rates in Article 13.

Article 24:08 (a)

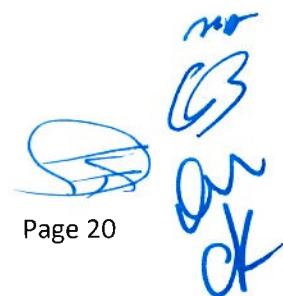
Overtime for maintenance work will be paid for at time and one-half (1 ½) for the first two (2) hours continually with a regular shift. All hours worked thereafter will be double time.

Article 24:08 (b)

Time and one-half (1 ½) shall be paid for the first eight (8) hours on Saturday. All hours worked thereafter double time.

Article 24:08 (c)

All hours worked on Sunday or Statutory Holidays shall be paid at double the regular rates.

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Article 24:09

Employees travelling to work on maintenance shall not receive travel time, provided the employer notifies the union that such work is maintenance. Travel expenses shall be paid in accordance with Article 12.

**ARTICLE 25 GENERAL , WELDING TEST, APPRENTICE, RATIO AND
RATE OF PAY**

Article 25:01

GENERAL: If and when Time Clocks or Brass Stations are installed on a job site, there shall be one (1) time clock or brass station for every fifty (50) employees or major part thereof and such time clocks or brass stations shall be housed in a building large enough to keep employees dry while waiting to brass or punch out in inclement weather conditions.

Article 25:02

WELDING TEST: Whenever a welding test is required by the employer, it is agreed that the employee, while taking such test, shall be in the employ of the employer and such test taken on the employer's time.

Article 25:03

APPRENTICE: The third person hired on a job shall be an apprentice and every 4th man hired thereafter shall be an apprentice. The reverse shall apply when reducing the work force. The maximum ratio can be one (1) apprentice for one (1) journeyman Employer.

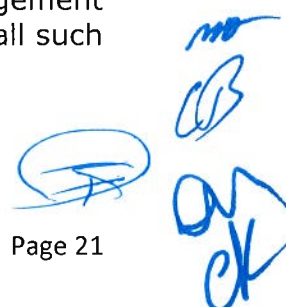
Article 25:04

RATE OF PAY: First year apprentices shall be paid at a rate equal to 60% of the journeyperson's rate, with an increase of 5% of the journeyperson's rate for each six (6) months worked or 1000 hours, whichever is greater and completed to be calculated to the nearest cent.

ARTICLE 26 PRESERVATION OF WORK

Article 26:01

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



Article 26:02

All charges of violations of Section 26:01 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 21 of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration board) provided for in Article 21 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 of this remedy shall not make it 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 articles of this Agreement.

Article 26:03

If, as a result of violation 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 Section 26:02 above, or to defend an action which seeks to vacate such awards, the Employer shall pay an accountant's and attorneys' fees incurred by the Union and/or the Fund trustees, plus costs of the litigation, which have resulted from the bringing of such action. Employers pay only if found guilty.

ARTICLE 27 ENABLING CLAUSE

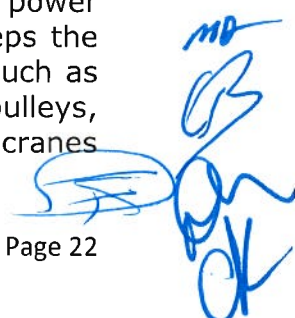
Article 27:01

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 28 TRADE JURISDICTION

The United Brotherhood of Carpenters and Joiners of America claims for its Millwright members the following Trade Jurisdiction:

The rigging, unloading, hoisting, dismantling, skidding and cleaning, erecting, fabricating, installing, assembling, lining and adjusting of all Machines used in the transmission of power in buildings, factories, or elsewhere, be that power steam, electric, natural gas, gasoline, water, air diesel, atomic, hydraulic or any new power developed with the evolution of time, or this craft. This Millwright also keeps the machines and equipment in efficient operating conditions; performs duties such as dismantling, moving, installing, or repairing machines, power shafting, pulleys, conveyors, hoists and other equipment; uses hoist dollies, rollers, tracks and cranes



(overhead and mobile) to aid in moving machinery; uses wrenches, hammers and other hand tools in erecting or dismantling machines; and installing new or repair parts, uses measuring devices, such as squares, micrometers, calipers, and plumb bobs in erecting machine foundations, installing the machine and equipment in correct positions, and in aligning power shafting and pulleys.

Setting of all classes of engines, pumps, fans, furnaces, motors, dynamos, generators, air compressors, putting all pulleys, sheaves and flywheels on same, making and setting of all templets for all machinery requiring foundations and bolts.

Installation of agitators, aprons, blast furnaces, brackets, cableways, caissons, chutes, clips, concentrators, conveyors, coolers, cranes (the erection, installation, handling, operating and maintenance of all forms and construction work), crushers, curtains, derricks, docks, dredges, drums, dumb waiter enclosures, escalators, expanded metals, fans, fencing, frames, gates, grating grillage and foundation work, grill work, guards, hangers, hoppers, hot rooms, inclines, iron doors, kilns, lockers, locks, louvres, machinery (moving, hoisting, lowering and placing on foundations), marquees, material altered in field such as: framing, cutting, bending, drilling, burning, and welding by acetylene gas and electric machines; metal curtain wall, monorails, multi-plate, operating devices, ovens, pans, pile drivers, plates, porcelain, pulverizerse, racks, railings, smoke conveyors, spillways, stacks stage equipment and counterweight system and rigging for asbestos curtain, stokers, stoves, tanks, tracks, travellers, travelling sheaves, vault doors, ventilators, vertical hydraulic elevators and vessels.

Stone crushing and gravel washing plants, crushers, screens, revolving or eccentric; rolls, pan conveyors, and ship hoists, conveyors, belt, screw or gravity, whether boxes be steel, iron, wood; the assembling of all travellers and cranes for handling machinery or its products.

Framing and setting of all bridge trees, either wood or steel, where they're not part of building or structure; all boundations, beams or timbers used for the reception of machinery; legs and all supports for machinery, carriers and chutes; and all hopper bottoms; drilling all necessary holes for same; whether foundations be wood or steel, stone, concrete, or other materials, and all holes for beaming and machinery to be drilled by Millwrights in wood, steel or other materials, whether ratchet or power drills be used.

All grain handling appliances, cleaners, clippers, needle machines, car pullers, grain shovels, the manufacture and erection of all wood legs, spouts and conveyor boxes (whether schedule or other pipe), and the erection of all steel or cast iron legs, heads or boots, and conveyor boxes, framing and erections and all marine legs and ship shovels, framing of all scales timers and hood hoppers and garners. Setting of all automatic, all boat tanks or receiving hoppers and devices used for elevator legs, when not of electrical appliances; all dust collectors and necessary spouting of same; clagging all pulleys and bleaching devices of all kinds. All bin valves, turnheads and indicators, all necessary shafting and bearings and supports all drives, rope, belt, chain or rawhide; all splicing and gluing of same; all pulleys, cable, sprockets and

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gearing, cutting all key seats in new or old work done in the field. All escalator stairs, amusement devices of all kinds; framing and erections or all derricks and pile drivers; all bridge machinery, all fans and pumps, either steam or centrifugal; all dryers and necessary appliances for same; all barrell and package devices, either elevating or conveying; all presses, hydraulic or other powers; filing all gears done in the field; all concrete mixers and other temporary appliances used in the construction of buildings.

All direct and connected machines of any power, hog hoists and meat handling appliances of all kinds, installing machinery in all classes of plants or mills; flour, cereal, spice, cotton, wool, twine, paper, steel, meat processing and packing, killing and slaughter houses, saw, cement, planing, power and paint ills, machine and woodworking shops or factories, jewelry and power houses, sugar and oil refineries, starch houses, bakeries, fertilizing plants, breweries and malt houses, shoe factories, printing establishments, pulp and paper mills, plywood plants, automobile plants, ore crushers and smelters, mining and smelting industry, melting pots for all types of ore and mineral, fish processing and packing plants and dairies. All ice plants and equipment, glue and ice cream factories where shafting and machinery are used manufacturing or transmitting power.

All coal handling machinery and drivers, crushers, conveyor drags, whether the frames be steel or wood, with all necessary framing and drilling, making all wood boxes and guides, all patent stokers and automatic feeding devices, ash handling machinery, either elevating or conveying, including all monorail and overhead chain conveyors.

The handling and operating of all acetylene and electrical devices for heating, welding, and cutting, when used in connection with Millwright work, cutting and threading of all bolts, also all burning and welding.

All Contractors, and sub-contractors on all jobs must see that Millwrights will do the work as is outlined herein, which shall include the unloading, hoisting, dismantling, skidding, processing, cleaning, erecting, assembling, lining, and adjusting in connection with any work that is being performed.

This shall include work on all cranes, atomic reactors, automated machinery, rocket and guided missiles, sites and projects, automatic bowling pin setters, radar stations, power and gravity conveys of all types, and turbines. This shall also apply to all other work that is not included herein, but still requires the skill of the Millwright. The fabrication and installation of all bases for the above machinery and equipment.

Finally all work pertaining to machinery used for manufacturing purposes or amusement devices, which with the evolution of time, or this craft, will come under this jurisdiction claim.

This shall also cover all work as may be outlined in any Agreement that is entered into between the United Brotherhood of Carpenters and Joiners of America, and any other Union that if affiliated with the Building and Construction Trades Department



of the AFL-CIO. The above-mentioned jurisdictional claims are subject to Trade Agreement and to decisions of the former National Joint Board for the Settlement of Jurisdictional Disputes and the new Impartial Jurisdictional Disputes Board.

ARTICLE 29 TERMS OF AGREEMENT

Article 29:01

This Agreement shall become effective as of October 24, 2022 for all new work bid after the formal ratification and signing of this agreement and associated agreements and shall remain in full force and effect to and including April 30, 2027, and from year to year thereafter, unless either party desires to change the Agreement, in which case the party desiring change shall notify the other party in writing at least sixty (60) days prior to April 30, 2027. When such notice is given, it shall be the duty of the parties to hold a joint conference within 30 days of the giving of notice.

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SIGNATURE PAGE

SIGNED THIS 24th DAY OF OCTOBER, in the City of St. John's in the Province of Newfoundland and Labrador.

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

FOR THE NEWFOUNDLAND AND
LABRADOR REGIONAL COUNCIL
OF CARPENTERS, MILLWRIGHTS,
AND ALLIED WORKERS LOCAL
UNION 1009



Chris Bragg



Darrell Melvin



Chris King



Mike Drover



Terry French



APPENDIX 'A' – WAGE SCHEDULE

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Schedule A - Wage Rates

Millwrights Local 1009 Industrial Wage Rates - CLRA Provincial Agreement

Effective November 6, 2022

Trade Classification	Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Total Pay	Health & Welfare	Pension 18% of total pay	Building & Training	Org. Fund	Rate Stab Fund	NLBCTC	CLRA HST Applicable	Total Wage Package
General Foreperson 20% above JM rate	46.75	4.68	1.40	52.83	2.25	9.51	0.50	0.15	1.00	0.30	0.30	66.84
Non-working Foreperson 15% above JM rate	44.80	4.48	1.34	50.63	2.25	9.11	0.50	0.15	1.00	0.30	0.30	64.24
Working Foreperson 10% above JM rate	42.86	4.29	1.29	48.43	2.25	8.72	0.50	0.15	1.00	0.30	0.30	61.64
Journey person Millwright, Welder, Machinist	38.96	3.90	1.17	44.02	2.25	7.92	0.50	0.15	1.00	0.30	0.30	56.45
1st year Apprentice 0-1000hrs - 60% of JM	23.38	2.34	0.70	26.41	2.25	4.75	0.50	0.15	1.00	0.30	0.30	35.67
1st year Apprentice 1001-2000hrs-65% of JM	25.32	2.53	0.76	28.62	2.25	5.15	0.50	0.15	1.00	0.30	0.30	38.27
2nd year Apprentice 2001-3000hrs-70% of JM	27.27	2.73	0.82	30.82	2.25	5.55	0.50	0.15	1.00	0.30	0.30	40.86
2nd year Apprentice 3001-4000hrs-75% of JM	29.22	2.92	0.88	33.02	2.25	5.94	0.50	0.15	1.00	0.30	0.30	43.46
3rd year Apprentice 4001-5000hrs-80% of JM	31.17	3.12	0.94	35.22	2.25	6.34	0.50	0.15	1.00	0.30	0.30	46.06
3rd year Apprentice 5001-6000hrs-85% of JM	33.12	3.31	0.99	37.42	2.25	6.74	0.50	0.15	1.00	0.30	0.30	48.66
4th year Apprentice 6001-7000hrs-90% of JM	35.06	3.51	1.05	39.62	2.25	7.13	0.50	0.15	1.00	0.30	0.30	51.25
4th year Apprentice 7001-8000hrs-95% of JM	37.01	3.70	1.11	41.82	2.25	7.53	0.50	0.15	1.00	0.30	0.30	53.85