

2019 – 2022 COLLECTIVE AGREEMENT

Between

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

And

INTERNATION UNION OF OPERATING ENGINEERS LOCAL 904

EFFECTIVE: May 13, 2019

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ARTICLE 1:00 PURPOSE OF AGREEMENT

Article 1:01 Purpose

This agreement is entered into by Collective Bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between employer and union in this trade and to prevent waste unnecessary and avoidable delays, and expenses and so far as possible to provide for labour's continuous employment: such employment, to be in accordance with the conditions therein set forth, may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and further the establishment of the necessary procedures by which ends may be accomplished.

ARTICLE 2:00 CRAFT JURISDICTION & RECOGNITION

Article 2:01 Craft Jurisdiction

It is agreed that the jurisdiction of work covered by this agreement is that provided for in the charter grant set forth preceding this agreement issued by the American Federation of Labour to the International Union of Operating Engineers, it being understood that the claims are subject to trade agreements and final decision rendered by the National Board or the Canadian Board for the Settlement of Jurisdictional Disputes. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the Nation.

Article 2:02 Jurisdictional Dispute Settlement

The parties of this agreement are subject to and agree to be bound by all decisions and awards made by the National Joint Board for the Settlement of Jurisdictional Disputes with respect to all Jurisdictional disputes which may arise under this agreement.

Article 2:03 Recognition

The parties agree that if the employer acquires work within the jurisdiction of the Union and it is not listed in the Appendix, the Schedules shall be amended by mutual agreement to add such classification (2) at the mutual agreed rate.

Article 2:04 Bargaining Agent

The employer and the CLRA recognizes the union as the exclusive bargaining agent for all employers coming within the jurisdictions of the union.

ARTICLE 3:00 UNION SECURITY

Article 3:01 Employee Requests

When employees are required, the employer shall request the union to furnish competent and qualified workmen and the union shall supply, when available, competent and qualified workmen as requested. Preferences will be given to union members from the local geographical area who possess the necessary skills and qualifications.

Article 3:02 Employee Requests – Hiring and Termination

If after a period of, three days (3 days) excluding Saturdays, Sundays and Holidays as contained herein, with the day or request being Day 1, the union is unable to supply the quality of competent, qualified workmen as requested, the employer may procure such men elsewhere. The first day being 24 hours after request is received by the union.

Article 3:02B Employee Requests

Union to fill request for workers as per the qualifications outlined on the request form. The qualifications outlined shall be reasonable and practical for the work to be performed.

Article 3:02C Termination Sequence

When reducing the work force, the employer shall terminate in the following sequence:

1. Permit workers.
2. Travel cards.
3. Any travel cards employed in Newfoundland and Labrador on any other project must be laid off and replaced by Local 904 men if local men are available.
4. Qualified members of Local 904, the employer hereto agrees that in the event a layoff should arise due to equipment breakdown or insufficient work for a particular piece of equipment, the operator of such equipment will be the person laid off subject to Article 18:05.

Article 3:03 Recall

The employer may request through the union qualified available workmen in good standing with the union who had previously been on the payroll for six (6) months and who are being recalled back within sixty (60) working days of termination; and the employer shall notify the union in writing on the men being recalled.

Article 3:04 Clearance Card

All personnel hired by the employer within the jurisdiction of the union will be required to obtain a Clearance Card from the union before commencing work.

Article 3:05 New Members

The employer agrees that employees employed within categories covered by this agreement who are not members of the union, if requested, shall be required as a condition of continued employment to complete an application for membership within thirty (30) days after receiving notification from the Union.

Article 3:06 Refusal of Membership

Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization or who resigns his membership in the union will be deemed to have voluntarily separated and his employment will be terminated.

Article 3:07 Check-off

A check-off for initiation, union dues and assessments using the RAND formula shall be made operative for 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 15th of the following month. Any monies held by the employer pursuant to this Article, whether before or after the date they are to be transmitted to the union shall be deemed to be held in trust.

Article 3:08 New Member

Should the employee be a new member of the union, the employer agrees to deduct the initiation fee in the amount that has been certified as the current fee in the union jurisdiction when such deduction is authorized by the signature of the employee on the proper form. If the union agrees such initiation fee may be deducted in weekly instalments.

Article 3:09 Discrimination

The employer shall not discriminate against the employee by reason of his membership in the union and/or his participation in its lawful activity.

Article 3:10 Permit Worker

All workmen secured from other sources will be commonly known as Permit Worker and will be cleared by the union before commencing work. Permit Worker shall be replaced by the union members when such men are available, provided that five (5) working days (or such other mutually agreeable time) notice is given to the employer.

ARTICLE 4:00 TERRITORIAL JURISDICTION

Article 4:01 Territory

The territory covered by this agreement shall be the territorial jurisdiction of Local 904, consisting of the Province of Newfoundland and Labrador, Canada.

Article 4:02 Work at Far Northern Points

Should the employer obtain work at far northern points, then both the union and the employer shall negotiate a special agreement to cover hours of work and working conditions for that particular job. It being understood that it will become part of the general agreement.

ARTICLE 5:00 HOURS OF WORK AND OVERTIME, GENERAL CONSTRUCTION

Article 5:01 Work Day

Eight (8) hours Monday through Friday shall constitute a regular working day for all employees, subject to Articles 2 and 4 of this agreement.

Article 5:02 Work Week

Forty (40) hours shall constitute a regular working week, Monday to Friday (8 hours per day) or at the discretion of the employer, an optional compressed work week of Monday to Thursday or Tuesday to Friday (10 hours per day) may be worked

Article 5:03 Hours Worked Before or After the Regular Work Day

The regular scheduled shift shall be as defined in Article 5:02. The regular working day shall be from 0800 hours to 1630 hours, from Monday to Friday inclusive. The regular working day for a compressed work week shall be from 0800 hours to 1830 hours, from Monday to Thursday or Tuesday to Friday inclusive. The employer may adjust the start time by one (1) hour provided the employee is notified before the end of the previous shift. All hours worked before or after the regular work day shall be paid at the appropriate overtime rate.

Article 5:04 Lunch Period

The lunch period shall start four (4) hours but not more than five (5) hours after the start of the regular shifts. When men are required to work through their lunch periods, these employees shall be paid at the regular applicable overtime rate.

Article 5:05 Double Time

Double time (2x) shall be paid for all hours worked in excess of eight (8) hours per day, Monday through Friday on the regular work week schedule. If the compressed work week schedule is being worked, double time (2x) shall be paid for all hours worked in excess of ten (10) hours per day or as mutually agreed.

Article 5:06 Double Time, Saturday, Sunday and Holidays

Double time (2x) shall be paid for all work performed Saturday, Sunday, Holidays, and scheduled days off. All work performed on paid Holidays shall be at double time (2x) time in addition to the normal day's pay. (refer to Article 9:04).

Article 5:07 Labour Day

No work shall be done on Labour Day save and except that of an emergency nature to save life and protect property.

Article 5:08 Coffee Break

Each employee shall be allowed a ten (10) minute coffee break during the first half of his shift and a ten (10) minute break during the second half of the shift. The breaks shall be allowed as close as possible to the midway point of the first half and second half of the shift.

ARTICLE 6:00 PAY DAY

Article 6:01 Pay Day

Employees shall be paid by cheque during the regular working hours of Thursday, or by Wednesday if paid by bank deposit, of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. If paid by cash, pay will be distributed no later than Friday. Should employee cease to work on the scheduled pay day before the normal quitting time, he shall be paid at such quitting time.

6:02 Pay Statement

A clear statement of straight time hours worked, overtime hours worked, vacation and statutory holiday earnings, pension and health and welfare contributions, union dues and deductions shall be attached to each weekly pay envelope or cheque.

Article 6:03 Pension or Welfare Plan – Discontinued

In the event the pension or welfare plan is discontinued for any reason whatever, the contribution shall be added to the hourly rate and become part of the wage package.

Article 6:04 Higher Rate of Pay

If a higher rate of pay is given to an employee, then that rate of pay will be given to all employees in that classification.

Article 6:05 Wage Increases

The following wage increases will be effective for the duration of this agreement:

Upon Signing	Two Percent (2%) on basic hourly wage rate
May 1, 2020	Two Percent (2%) on basic hourly wage rate
May 1, 2021	Two Percent (2%) on basic hourly wage rate

ARTICLE 7:00 SHIFT DIFFERENTIAL

Article 7:01 Work Two (2) or Three (3) Shifts Daily

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

Article 7:02 Shift Schedule

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

DAY SHIFT - 8:00 a.m. to 4:00 p.m., at the applicable hourly rate, including the one-half (1/2) hour lunch period.

SECOND SHIFT - 4:00 p.m. to midnight, \$2.75 premium over the applicable hourly rate, including the one-half (1/2) hour lunch period.

THIRD SHIFT - Midnight to 8:00 a.m., \$4.00 premium over the applicable hourly rate, including the one-half (1/2) hour lunch period.


Article 7:03 Holiday Overtime

When a shift is worked between 8:00 a.m. on Saturdays, Sundays, Holidays to 8:00 a.m. on Monday or 8:00 a.m. Tuesday following a Monday holiday, rate shall be paid for at double the hourly rate.

ARTICLE 8:00 WORKING CONDITIONS

Article 8:01 Safety of Equipment

The employer agrees to maintain all equipment in a safe working condition. The employer agrees to make all reasonable provisions for the health and safety of its employees at all times during the hours of employment, and all employees shall use safety equipment provided by the employer.

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Article 8:02 Use of Unsafe Equipment

No employee shall be obliged by the terms of this agreement to use any equipment, or vehicle not in a safe operating condition and not equipped with all safety appliances required by law.

Article 8:03 Refusal to Work With Unsafe Equipment

No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial, municipal legislation or regulations. Where, in such circumstances, the employee does not work, he shall not suffer a loss of pay, but shall receive wages for that day only as per the Collective Agreement.

Article 8:04 Personal Tools

The employer agrees to make provisions for a safe place for employees to lock up personal tools.

Article 8:05 Unauthorized Persons

No unauthorized person shall have the right to interfere with workmen during working hours.

Article 8:06 Piece Work, Bonus or Contract Work

No piece work, bonus or contract work shall be performed by employees covered by this agreement and all work shall be paid on an hourly basis.

Article 8:07 Workers Fifty-Five (55) Years of Age

The desirability of giving employment to workers fifty-five (55) years of age and over is recognized by the parties to this agreement.

Article 8:08 Trade Mark Up

There shall be a trade mark up on all construction work valued in excess of three and one-half (3 1/2) million dollars.

Article 8:09 Regular Assignment

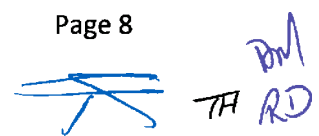
If an operator is regularly assigned to a machine from Monday through Friday in a given week and productive work is required after the normal hours of work or on Saturday and Sunday of that week, such operator will be assigned to such particular machine for such work.

ARTICLE 9:00 HOLIDAYS UNPAID AND PAID

Article 9:01 Paid Holiday

The holidays recognized under this agreement are as follows:

- | | |
|------------------|--|
| NEW YEARS DAY | LABOUR DAY |
| GOOD FRIDAY | CHRISTMAS DAY |
| CANADA DAY | BOXING DAY |
| VICTORIA DAY | REMEMBRANCE DAY |
| THANKSGIVING DAY | ONE CIVIC HOLIDAY (1 st Monday in August) |

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Article 9:02 Special National Holiday

In the event that a special national holiday is proclaimed by the Federal Government, it is agreed that such day will automatically be recognized by this agreement.

Article 9:03 Observance of Special National Holiday

It is further agreed that if the above holidays do fall on Saturday or Sunday and such holidays are moved by the government to a regular work day then that day shall be the holiday.

Article 9:04 In Lieu of Paid Statutory Holidays

In lieu of paid statutory holidays, each employee shall receive four percent (4%) gross wages weekly, (excluding Vacation Pay).

ARTICLE 10:00 TRANSPORTATION AND TRAVEL TIME

Article 10:01 Free Zones

Free zones shall be described as within:

- (1) 40 kilometres from the city or town boundary in which the employer's office is situated.
- (2) 40 kilometres from the city or town boundary in which the employee resides.

For the administration of the free zone provisions, the employer shall have one designated office for the life of this agreement i.e. Head Office.

Article 10:02 Employed Outside Free Zone

All employees employed on job sites outside the free zone shall be compensated at the following daily rates: from 40 to 99 km – paid per days worked. 100+ km will be paid seven (7) days per week provided he completes his regularly scheduled work week of five eight-hour shifts or four ten-hour shifts, unless altered by circumstances outside the control of the employee. The Living Out Allowance daily rate is \$88.00 for the life of the agreement.

Article 10:03 Employed in Excess of Twenty-Eight (28) Days

Initial transportation costs and travelling time to the job site and return upon completion shall be paid by the employer. When employees are employed on jobs in excess of twenty-eight (28) calendar days and are provided with board or compensation as per Article 10:02, such employees will be entitled to return transportation and travel every twenty-eight (28) calendar days thereafter. The turnaround for all employees working on projects accessible by road shall be twenty-eight (28) days on and seven (7) days off. The turnaround for all employees working on projects not accessible by road shall be twenty-eight (28) days on and nine (9) days off, consisting of two (2) days travel and seven (7) days home. The travel time shall be one (1) hour of pay for every 70 km of travel. Labrador travel time shall be a minimum of eight (8) hours pay per day on return only.

Article 10:04 Use of Own Vehicle

When an employee is requested by the employer to use his own vehicle for the convenience of the employer, he shall be compensated at the following rate per kilometer: Sixty-eight cents (\$0.68) per kilometer for the duration of the agreement.

Article 10:05 Resident

Resident shall mean an employee who maintains a self-contained domestic establishment which was his ordinary place of residence at which he supports dependents.

Article 10:06 Camp Accommodations

On any job site where camp accommodations are provided, all employees shall be provided such accommodations free of charge. If the employee wishes and the employer agrees, he shall be compensated as provided for in Article 10:02.

Article 10:07 Transportation

Employees living in camps shall have transportation from the camp to the job site and return provided daily.

Article 10:08 Transfer

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 lodgings while being transferred.

Article 10:09 Meal Allowance

An employee who worked two (2) hours or more overtime, continuous with his regular shift shall be given where practical a meal at the conclusion of two (2) hours overtime and every six (6) hours thereafter. When the provision of a meal is not practical, the employee shall receive a meal allowance of twenty-five (\$25.00) dollars.

Article 10:10 Parking

The employee shall be entitled to park within the proximity of the job site. If the employee is required to pay for parking, the employer will reimburse parking costs or provide alternate arrangements.

ARTICLE 11:00 VACATION PAY

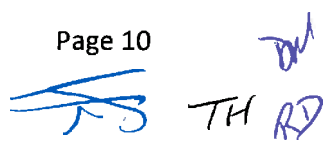
Article 11:01 Vacation Pay

Vacation Pay shall be nine percent (9%) paid to each employee on gross wages earned.

ARTICLE 12:00 WELDING

Article 12:01 Qualified Welders

The handling and operation of all acetylene, gas, electric and other types of machinery used for cutting or welding in connection with work covered by this agreement shall be done by qualified persons as designated by the employer.



Article 12:02 Safety Devices

The employer shall be required to furnish all safety devices in regard to burning and welding and employees shall be compelled to use them. The contractors shall provide sufficient men to erect safe and sufficient scaffolds.

Article 12:03 Hazardous Conditions

No welder shall be requested to work alone where a hazardous condition exists.

Article 12:04 Welding Test

Any welder who is required to have a welding ticket to work on specified site shall be tested by the contractor. All materials, fees, and time associated with the test up to a maximum of eight (8) hours per day shall be paid for by the contractor. If a welder fails the test he may be re-tested if time permits, where the contractor will pay the cost for the test only. No time will be paid to the welder for re-testing.

ARTICLE 13:00 REPORTING TIME

Article 13:01 Reporting Time

When an employee on a job or project reports as usual for work but is unable to start work because of circumstances beyond his control, he shall be paid a minimum of four (4) hours pay at his applicable rate. If, however, the employee commences work, he shall be paid to mid shift (example: on an eight (8) hour schedule, he shall be paid four (4) hours and on a ten (10) hour schedule, he shall be paid five (5) hours, etc).

Article 13:02 Layoff

If an employee reports for work on two consecutive occasions, but does not commence work, he shall, at his option, be entitled to layoff.

Article 13:03 Reporting Time Beyond Mid-Shift

If an employee is required to stay beyond mid shift, he shall be entitled to a minimum of one (1) day's pay, at his applicable rate and scheduled hours of work.

ARTICLE 14:00 MANAGEMENT RIGHTS

Article 14:01 Management Rights

The union recognizes and acknowledges that it is the exclusive function and responsibility of the employer subject to the terms of this agreement:

- (1) to operate and manage its operations in accordance with its commitments and responsibilities;
- (2) to hire, direct, transfer, layoff or discharge employees for just cause;
- (3) To establish and maintain schedules of operation.

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Article 14:02 Employee Grievance

The employer recognizes that the employee, through the union, has recourse to the grievance procedure if he feels that the employer has exercised any of, the foregoing rights contrary to the terms of their agreement.

Article 14:03 Employer Grievance

The union recognizes that the employer has the same recourse as described in 14:02.

ARTICLE 15:00 FOREMEN, GENERAL FOREMEN

Article 15:01 Foreperson Ratio

Foreperson Ratio: The average foreperson to employee ratio will not exceed ten (10) employees to one (1) foreperson unless modified by mutual agreement. The ratio of foreperson to general foreperson shall be three (3) forepersons to one (1) general foreperson unless otherwise mutually agreed.

There shall be two classes of Forepersons: Non-Working Foreperson and General Foreperson.

Article 15:02 Foreperson Premium

All employees within the jurisdiction of the Operating Engineers, Local 904, shall be under the supervision of an Operating Engineers Foreperson and shall receive a premium of fifteen (15%) percent over the hourly rate of the highest Operating Engineer classification under their supervision.

Article 15:04 General Foreperson Premium

The General Foreperson shall receive a premium of twenty (20%) percent over the hourly rate of the highest operating engineer classification under his supervision.

ARTICLE 16:00 HEALTH, SAFETY, TOOLS AND EQUIPMENT

Article 16:01 Safety Legislation

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.

Article 16:02 Unsafe Equipment

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. Where, in such circumstances, the employee does not work, he shall not suffer a loss of pay, but shall receive wages for that day only as per the Collective Agreement.

Article 16:03 Sanitation

Sanitary facilities and fresh water will be provided by the employer.

Article 16:04 Safety Equipment

The employer will provide, without cost, safety hats, rain coats, rubber boots, welding helmets, safety goggles, work gloves, coveralls, and safety equipment for high voltage work for the use of employees. The employee will sign for such equipment supplied by the employer and authorize deductions of the cost from his wages if he 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.

Article 16:05 Insurance

The employer will provide insurance against loss of tools by fire or theft, due to break and entry up to the following limits:

- (\$1,000.00) limit for Clothing
- (\$10,000.00) limit for Tools

Article 16:06 Store Tools

Where it is necessary for an employee to pick up and store and lock up his tools, he shall be allowed ten (10) minutes before the end of each shift for the purpose of doing so.

Article 16:07 Tool condition

The tools of an employee shall be in good condition when he first reports on the job and shall be kept so on the employer's time providing this practice shall not be abused.

Article 16:08 Storage of Tools

A suitable lock-fast place shall be provided by the employer for the safe storage of an employee's tools when not in use and only authorized persons shall have access to the said place. The place shall be such that the tools will be protected against all damage. The employer will reimburse employees in the case of theft of tools from the employer's lock up.

Article 16:09 Clothing Allowance

Shop employees shall receive three hundred dollars (\$300.00) clothing and cleaning allowance. Payment to be made in the first week in December of each year to all employees who had been on the payroll during the year. At the employer's option he may provide the clothing and cleaning. Work boots are included. Receipts must be provided.

Article 16:10 Premium

Heavy duty mechanics, welders and apprentices shall receive one dollar (\$1.00) per hour premium on industrial sites.

Article 16:11 Tower Crane Premium

When a tower crane is 200 feet or greater from ground/street level, a premium of \$1.00 per hour will be paid to the operator or apprentice. Where a tower crane has the lifting capacity of 40 tons or greater, a premium of \$2.00 per hour will be paid to the operator or apprentice.

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Through mutual agreement between the employee and his or her supervisor, the employee will remain in the cab of a tower crane through coffee break (Article 5:09) and lunch break (Article 5:05) and will be paid an additional one and one-half (1 ½) hours over their hours worked per day.

ARTICLE 17:00 ACCESS TO THE JOB SITE

Article 17:01 Access to the Job Site

Business Representatives of the union and International Representatives and Business Manager of the Building Trades Council shall have access to the job site during working hours, but in no case shall their visits interfere with the progress of work. Arrangements for the access will be made with employer's job site management; regulations of the employer and the client will be abided by.

ARTICLE 18:00 UNION REPRESENTATION AND SHOP STEWARD

Article 18:01 Shop Steward

The employer acknowledges the right of the union to appoint a trained shop steward on each job.

Article 18:02 Chief Steward

The union shall appoint one (1) trained chief steward and one (1) trained alternate.

Article 18:03 Notice in Writing

The union shall advise the employer in writing of the names of shop stewards and alternate and any subsequent change in the names thereof. This should be done as soon as possible.

Article 18:04 Representation

The employer shall not be required to act on any items affecting the terms of this agreement unless it is presented by the person(s) named in paragraph 18:02. The union's business agent shall be able to apply the terms of this agreement at any time.

Article 18:05 Shop Steward Layoff and Rehire

The shop steward shall not be discriminated against or dismissed except for just cause and until such dismissal is discussed with the Business Manager or his Agent or the union. In the event of a reduction in the work force, the steward shall be the last employee removed providing he is qualified to perform the work remaining to be done by the reduced work force. In the event of temporary layoff of all employees from a particular job, the union steward shall be the first man to be rehired. The parties agree that the Shop Steward shall be subject to the same rules as all employees, unless otherwise specifically provided for in this agreement.

Article 18:06 Overtime Work Force - Shop Steward

Where possible, the steward shall be part of all overtime work force and shall be part of the work force remaining to do any extras obtained by the employer on that particular job site.

Article 18:07 Shop Steward - Time Off

The shop steward shall be permitted the necessary time off for the investigation and settlement of a grievance provided this does not interfere with their normal day's work. The shop steward shall obtain permission from their immediate supervisor or the manager prior to the commencement of his union duties. This request shall not be unreasonably denied.

Article 18:08 Bulletin Board

Provision shall be made by employer for a bulletin board which shall be in a conspicuous place, easily accessible to and frequented by a majority of the employees. Such bulletin board shall be used by both the employer and its employees to promote communications from both parties. Notices placed on this bulletin board shall be done on the part of the union by the shop steward, and by any of the employee's agents. Notices shall only be removed under the same authority.

Article 18:09 Protest Grievance

The employer agrees to notify the union in writing of the name(s) of the person(s) competent either to resolve or to make protests under the Grievance Procedure and any subsequent change in the names thereof.

Article 18:10 Conflict

A shop steward, under no circumstances, shall make any arrangement with the foremen or management that will change or conflict in any way with any section or term of this Collective Agreement.

ARTICLE 19:00 GRIEVANCE PROCEDURE

Article 19:01 Interpretation

Any matter relating to or involving:

- (a) the interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) a violation or an allegation of a violation of the Collective Agreement.
- (c) working conditions.
- (d) a question whether a matter is arbitrable may be the subject of a grievance.

Article 19:02 Procedure

- (a) any such matter constituting a grievance must be filed in writing with the employer within seven (7) days, excluding Saturday, Sunday and statutory holidays of the occurrence of the event given rise to the grievance. If such grievance is not filed within this period, it shall be considered settled.
- (b) the grievance must be filed and discussed with the employer's Labour Relations Officer or his representative on the project.

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- (c) failing settlement with the Labour Relations Officer or his representative on the project, the grievance shall be settled in the manner provided by arbitration.
- (d) both parties shall, failing the above, agree to a single arbitrator within seventy-two (72) hours or one of the parties or both may apply to the Minister of Labour to appoint one as per the Labour Act.
- (e) the parties may, by mutual consent, refer the matter to a three (3) person Arbitration Board.

ARTICLE 20:00 ARBITRATION

Article 20:01 Arbitration

The Arbitrator shall not have the power to alter, vary, modify, or amend any of the provisions of this agreement or to substitute any provisions of this agreement nor render a decision inconsistent therein.

ARTICLE 21:00 SUBCONTRACTORS

Article 21:01 Definition

A sub-contractor is a person or contractor who performs work which if done by the employer would come under the terms and conditions of the agreement.

Article 21:02 Contractors not Signatory to Agreement

No employer shall sub-contract or assign any work described herein to any contractor or sub-contractor who is not signatory to this agreement. An arbitrator shall have the rights to award liquidated damages in the case of a proven violation of this clause.

Article 21:03 Notification of Workers to be Employed by Sub-Contractors

Sub-contractors working under this arrangement shall notify the union, before commencing work on the job of the names of the workmen to be employed on the job. The employer agrees to advise the sub-contractor of this requirement prior to the commencement of this work.

ARTICLE 22:00 STRIKES AND LOCKOUTS

Article 22:01 Strikes and Lockouts

During the life of this agreement, there shall be no strikes, lockouts, slowdowns or stoppage of work. The employer agrees that in the event there is a strike by reason of the refusal of union members to cross a legal 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 or institute civil action against such union members or their union as a result of such refusal to cross a picket line or to work such employees.

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ARTICLE 23:00 SAVING CLAUSE

Article 23:01 Saving Clause

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof: providing, however, upon such validation, the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

Article 23:02 Mutual Intent to Negotiate

It is the mutual intent of the parties hereto to negotiate an agreement which complies in every respect with all applicable provincial and federal laws and regulations.

Article 23:03 Remainder Remains in Effect

The remaining part or provisions shall remain in full force and effect.

ARTICLE 24:00 BENEFIT PLAN

Article 24:01 Benefit Plan

The parties hereto agree to the Operating Engineers, Local 904 Benefit Plan as follows:

- (a) The Trust Document under which the Fund is controlled shall provide for equal Employer and Union Trustees in number and power;
- (b) The Employer shall make all contributions at the rate specified in Appendix A for each hour worked with the exception of the Pension contribution only which shall be remitted for each hour earned. The Employer shall remit such contributions to an Administrator appointed by the Trustees by the 15th day of the month following the month for which the contributions were made.
- (c) The Benefit Plan to be established shall be professionally administered;
- (d) Each employer shall sign a Participation Agreement as approved by the Trustees;
- (e) Neither the Union nor the Association shall incur any legal liability with regard to claims arising from the Benefit Plan;
- (f) The parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration of delinquent accounts for contributions required to be made pursuant to this Article as agent for the Parties. Any Arbitrator appointed pursuant to the clause is hereby expressly conferred jurisdiction to deal with the awarding or contributions, damages and all related costs;

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- (g) No grievance instituted by the Board of Trustees as agent to the parties pursuant to this Article shall be defeated on the basis of a technical or procedural objection as to arbitrability, including and objection based on provisions pertaining to timelessness;
- (h) Notwithstanding the availability of grievances and arbitration procedures, it is further agreed between the parties that the existence of this provision does not constitute a waiver of the rights of the Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Newfoundland with respect to the collection of any outstanding contributions, damages and cost;
- (i) Administrator;
- (j) Should any employer fail to remit any contribution to the Trust Funds as 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.

ARTICLE 25:00 INDUSTRY FUND, STABLIZATION FUND

Article 25:01A Industry Fund

The employer shall make contributions at the rate of \$0.30 per hour worked to the CLRA Industry Fund and to the Trades NL Industry Fund. HST is applicable only to the CLRA Industry Fund contributions. Such monies shall be remitted no later than the fifteenth (15th) day of the month following the month worked. The monies shall be remitted to an Administrator appointed by the parties.

Article 25:01B 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 26:00 TRAINING, PROMOTION, CHARITY AND MEMBERSHIP BENEFITS FUNDS

Article 26:01 Contribution

The employer shall make contributions at the rate specified in Appendix A per hour for each hour worked by each employee into the Operating Engineers Training, Promotional, Charity and Membership Benefit Funds. Contributions on all overtime hours shall be paid at the overtime rates.

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The parties agree to the introduction of an IUOE Training Centre Fund to be contributed at (\$0.05) per hour. The introduction of this fund will not result in an increase to the training fund contribution in Appendix A. The monies will be remitted on a monthly basis payable to the IUOE Local 904 Training Fund. The monies will then be remitted to the IUOE Training Center as per the remittance agreement.

Article 26:02 Remittance

The employer shall, not later than the fifteenth (15th) day of each month, mail Training, Promotional, Charity and Membership Benefit Funds for the previous month to the Head Office of the Fund. Cheques are to be made payable to "Operating Engineers Training, Promotional, Charity and Membership Benefit Funds" and must be accompanied by a report showing each employee's name, Social Insurance Number, hours worked and amount of the contribution.

ARTICLE 27:00 PRESERVATION OF WORK

Article 27:01 Preservation of Work

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

Article 27:02 Violations

All charges of violations of section A of this article shall be considered as a dispute under this Agreement and shall be processed with the procedures for handling of grievances and the final binding resolution of disputes, as provided in Article 19 & 20 of this Agreement. As a remedy for violations of this section, the arbitrator (or arbitration board) provided for in Article 19 & 20 is empowered, at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, the equivalent of wages lost by such employees as a result of the violations and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make remedy the exclusive remedy available to the Union for violation of this section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or articles of this Agreement.

ARTICLE 28:00 BEREAVEMENT LEAVE

Article 28:01 Bereavement Pay

The employer shall pay up to three (3) days funeral leave to any employee who suffers the loss of a member of his immediate family parents, step-parents, spouse, children, brothers, sisters, step-brothers, step-sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren).

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Article 28:02 Bereavement Leave

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 29:00 APPRENTICES

Article 29:01 Heavy Equipment Apprentices

Heavy Equipment apprentices shall be employed in the following manner: there shall be one (1) Apprentice for up to three (3) Heavy Equipment Journeypersons employed by the Employer. There shall be One (1) Apprentice employed for each multiple of four (4) Heavy Equipment Journeypersons employed by the Employer. See also further ratios in the Appendix.

Article 29:02 Hoisting Apprentices

Hoisting apprentices shall be employed in the following manner: there shall be one (1) Apprentice for up to three (3) hoisting Journeypersons employed by the Employer. There shall be One (1) Apprentice employed for each multiple of four (4) hoisting Journeypersons employed by the Employer. See also further ratios in the Appendix.

Article 29:03 – Mechanic and Welder Apprentices

Where the Employer employs more than three (3) but less than five (5) Journeymen, he shall employ at least one (1) registered apprentice. Where the Employer employs more than five (5) Journeymen, he shall employ one (1) apprentice for each multiple of five (5) journeymen employed. The foregoing ratio shall apply equally to mechanics and welders.

The following scheme of remuneration shall apply for all apprentices:

1 st	1000 hrs	60% of Journeyman Rate
2 nd	1000 hrs	65% of Journeyman Rate
3 rd	1000 hrs	70% of Journeyman Rate
4 th	1000 hrs	75% of Journeyman Rate
5 th	1000 hrs	80% of Journeyman Rate
6 th	1000 hrs	90% of Journeyman Rate

ARTICLE 30:00 ENABLING CLAUSE

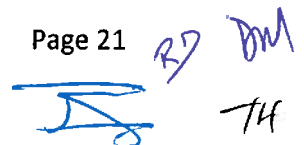
Article 30:01 Enabling Clause

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, Employer and the CLRA when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration.

ARTICLE 31:00 DURATION OF AGREEMENT

Article 31:01 Duration of Agreement

This Agreement shall be effective for all new work bid after May 13, 2019 upon formal signing and ratification of this Agreement. The duration of this Agreement shall be from May 13, 2019, and shall remain in effect until April 30, 2022 and from year to year thereafter unless notice is given not more than ninety (90) and not less than thirty (30) days before the expiry date by the party desirous of a change.

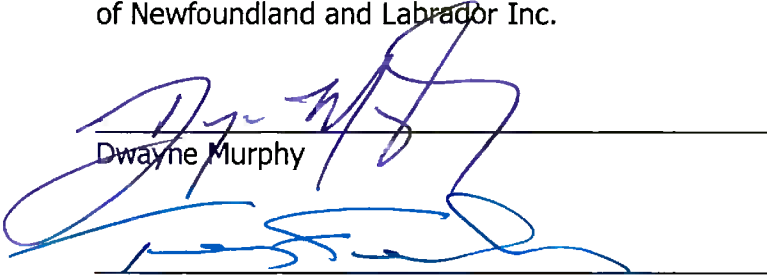


SIGNATURE PAGE

Signed this 07 day of May, 2019, in the Province of Newfoundland & Labrador.

On behalf of the CLRA

The Construction Labour Relations Association
of Newfoundland and Labrador Inc.

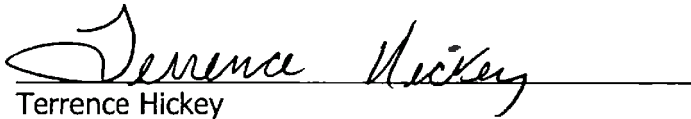


Dwayne Murphy

Terry French

On behalf of the Union:

International Union of Operating Engineers, Local 904



Terrence Hickey



Roger Dixon



APPENDIX A - WAGES

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CLRA Classification and Wage Rates

May 7, 2019

2% increase on Basic Hourly Rate (effective date signed)


Group	Basic Hourly Rate	Vac. Pay 9%	Hol. Pay 4%	Hourly Rate	Ben. Plan*	Pens Plan	Train. Prom	Mem. Ben.	Chity Fund	CLRA	NLBTC	Stab. Fund	Total Pack
1	\$35.02	\$3.15	\$1.40	\$39.57	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$52.47
2	\$34.01	\$3.06	\$1.36	\$38.43	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$51.33
3	\$33.60	\$3.02	\$1.34	\$37.96	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$50.86
4	\$32.58	\$2.93	\$1.30	\$36.81	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$49.71
5	\$31.82	\$2.86	\$1.27	\$35.95	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$48.85
*	Foreperson will receive 15% over the highest classification under their supervision.												
**	General Foreperson will receive 20% over the highest classification under their supervision.												
APPRENTICE													
1st 60% Group 2	\$20.41	\$1.84	\$0.82	\$23.07	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$35.97
2nd 65% Group 2	\$22.11	\$1.99	\$0.88	\$24.98	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$37.88
3rd 70% Group 2	\$23.81	\$2.14	\$0.95	\$26.90	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$39.80
4th 75% Group 2	\$25.51	\$2.30	\$1.02	\$28.83	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$41.73
5th 80% Group 2	\$27.21	\$2.45	\$1.09	\$30.75	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$43.65
6th 90% Group 2	\$30.61	\$2.76	\$1.22	\$34.59	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$47.49

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**CLRA Classification and Wage Rates
May 1, 2020**

2% increase on Basic Hourly Rate

Group	Basic Hourly Rate	Vac. Pay 9%	Hol. Pay 4%	Hourly Rate	Ben. Plan*	Pens Plan	Train. Prom	Mem. Ben.	Chrtly Fund	CLRA	NLBTC	Stab. Fund	Total Pack
1	\$35.72	\$3.21	\$1.43	\$40.36	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$53.26
2	\$34.69	\$3.12	\$1.39	\$39.20	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$52.10
3	\$34.27	\$3.08	\$1.37	\$38.72	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$51.62
4	\$33.23	\$2.99	\$1.33	\$37.55	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$50.45
5	\$32.46	\$2.92	\$1.30	\$36.68	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$49.58
*	Foreperson will receive 15% over the highest classification under their supervision.												
**	General Foreperson will receive 20% over the highest classification under their supervision.												
APPRENTICE													
1st 60% Group 2	\$20.81	\$1.87	\$0.83	\$23.51	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$36.41
2nd 65% Group 2	\$22.55	\$2.03	\$0.90	\$25.48	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$38.38
3rd 70% Group 2	\$24.28	\$2.19	\$0.97	\$27.44	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$40.34
4th 75% Group 2	\$26.02	\$2.34	\$1.04	\$29.40	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$42.30
5th 80% Group 2	\$27.75	\$2.50	\$1.11	\$31.36	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$44.26
6th 90% Group 2	\$31.22	\$2.81	\$1.25	\$35.28	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$48.18


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**CLRA Classification and Wage Rates
May 1, 2021**

2% increase on Basic Hourly Rate

Group	Basic Hourly Rate	Vac. Pay 9%	Hol. Pay 4%	Hourly Rate	Ben. Plan*	Pens Plan	Train. Prom	Mem. Ben.	Chrt'y Fund	CLRA	NLBTC	Stab. Fund	Total Pack
1	\$36.43	\$3.28	\$1.46	\$41.17	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$54.07
2	\$35.38	\$3.18	\$1.42	\$39.98	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$52.88
3	\$34.96	\$3.15	\$1.40	\$39.51	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$52.41
4	\$33.89	\$3.05	\$1.36	\$38.30	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$51.20
5	\$33.11	\$2.98	\$1.32	\$37.41	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$50.31
*	Foreperson will receive 15% over the highest classification under their supervision.												
**	General Foreperson will receive 20% over the highest classification under their supervision.												
APPRENTICE													
1st 60% Group 2	\$21.23	\$1.91	\$0.85	\$23.99	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$36.89
2nd 65% Group 2	\$23.00	\$2.07	\$0.92	\$25.99	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$38.89
3rd 70% Group 2	\$24.77	\$2.23	\$0.99	\$27.99	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$40.89
4th 75% Group 2	\$26.54	\$2.39	\$1.06	\$29.99	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$42.89
5th 80% Group 2	\$28.30	\$2.55	\$1.13	\$31.98	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$44.88
6th 90% Group 2	\$31.84	\$2.87	\$1.27	\$35.98	\$2.15	\$7.80	\$0.90	\$0.25	\$0.20	\$0.30	\$0.30	\$1.00	\$48.88

APPENDIX B CLASSIFICATIONS

GROUP 1

engineers operating: mobile or crawler cranes, hydraulic clams, draglines, skyhorse and ringer type cranes, with a manufacturer's rating of 50 tons capacity and over, heavy duty mechanics, welders, tower crane operators, certified divers.

GROUP 2

engineers operating: skyway, climbing, hammerhead and kangaroo type cranes, boat operators with ticket, 1st class stationary engineers, backhoes, excavators, shovels, gradalls, graders, bulldozers, front end loaders, boom trucks, mobile truck cranes including gallion and austin-western type, and all rough terrain type hydraulic cranes, Roto telehandler, overhead cranes, pile drivers, caisson boring machines, telebelt, drill rigs, pittman type cranes of 12 tons capacity and over, delimber, feller buncher, mulcher, skidder, forwarder, harvester hydrovac operator, hydro excavator operator vacuum truck operator.

GROUP 3

engineers operating: asphalt roller, skid steer (bobcat), dredges-suction and dipper, gantry cranes, creter cranes, side booms, power hoist, mine hoist, chimney hoist, tower type man and materials hoists, (Alimak). 2nd class stationary engineers, telehandler (zoom boom), fork lifts, off highway truck, fifth wheel truck, truck over 10 tons and operators of batching and crushing plants.

GROUP 4

operators of: bullmoose, pittman type cranes of less than 12 tons capacity, air tuggers, air compressor feeding low pressure into air locks, tractors, scrapers, emcos, overhead and industrial tractors with attachments, trenching machine, mucking machines, mobile pumpcretes, side loaders, end booms, mobile pressure grease units, elevators, dinky locomotive type engines, boat operators without tickets and 3rd class stationary engineers, mechanic's helper, serviceman, tire service technician, vacuum truck helper, concrete pump operator, block aggregate mixer, mixing plant/pump operator, slurry mixer.

GROUP 5

operators of: 6" discharge pumps and over, wellpoint systems and all other types of de-watering systems, concrete mixers of one cubic yard and over, portable air compressor over 150 c.f.m., "a" frames, post hole augers, gas, diesel or steam driven generators over 50 h.p. (portable), 4th Class stationary engineers, rollers on grade work, driver mounted compaction units, concrete gas or oil burning temporary heating units of 500,000 btu or over per hour; or five or more heating units on the same job site, signalman, pumps under 6" discharge where 3 or more pumps are employed on the same job site, driver mounted power sweeper, truck crane oiler drivers, oilers, bus driver.



GENERAL WORKING CONDITIONS:

MANNING OF CRANES:

- A. The following formula will be used for the purpose of manning certain equipment set out in the classifications. It is further agreed that this formula shall only apply to employers covered by this Agreement;

The following shall be manned by one (1) operator and one (1) apprentice, oiler and oiler driver;

- (Ai) All conventional truck mounted or crawler cranes with a manufacturer's rating of 25 tons capacity and over.
- (Aii) All truck mounted hydraulic and rough terrain type cranes with a manufacturer's rating of 100 tons capacity and over.
- (Aiii) All backhoes, shovels, clams and draglines with a capacity over 1 ¾ cubic yards.

- B. The following shall require one apprentice, oiler or oiler driver, for each two (2) pieces of equipment;

- (Bi) Climbing, tower, traveller, hammerhead, skyway, kodiak and kangaroo type cranes.

- C. The following shall require one apprentice, oiler and oiler driver, for each four (4) pieces of equipment;

- (Ci) All truck mounted hydraulic and rough terrain type cranes with a manufacturer's rating between thirty (30) and one hundred (100) tons capacity.
- (Cii) Backhoes, shovels, clams and draglines with a manufacturer's capacity of 1 ¾ cubic yards and under.

It is recognized that the moving (driving) and oiling of any equipment coming within the jurisdiction of the Operating Engineers, is work of the Operating Engineers. No operator shall be required to move a machine using the assistance of another trade on the machine.

- D. Two (\$2.00) dollars per hour premium will be paid to operators of cranes from 225-300 tons. An additional twenty (\$0.20) cents per hour will be paid to the operator for every 50 tons thereafter (i.e. 450 ton crane + \$2.60 premium).

BOOM PREMIUM

A boom premium of one (\$1.00) dollar shall apply to cranes equipped and rigged with 140 - 200 ft. It may be main boom or a combination of main boom and jib that the total length applies. Cranes that carry jibs that are stowed, stored, and not in use, would not apply to a premium, until such lengths are equipped and in use.

A telescopic hydraulic crane equipped with 140 - 200 ft. main boom, the premium shall apply regardless of the boom length in use.

A boom premium of one dollar and fifty (\$1.50) cents shall apply to cranes equipped and rigged in excess of 200ft. It may be main boom or a combination of main boom and jib that the total length applies.

Cranes that carry jibs or that are stowed, stored, and not in use, would not apply to a premium, until such lengths are equipped and in use.

A telescopic hydraulic crane equipped with more than 200 ft. main boom, the premium shall apply regardless of the boom length in use.

EQUIPMENT ASSEMBLE;

It is agreed that the assembling and dismantling of the Employer's construction equipment described in the Classification or falling within the jurisdiction of the Operating Engineers, will be performed by member of the Operating Engineer's Union.

OWNER-OPERATORS - MANNED RENTED EQUIPMENT

- A. Owner operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Where an "owner-operator" performs work for which they have been engaged, they shall thereafter become an employee and be entitled to all of the provisions of this Agreement.
- B. The Employer agrees that they will not, under any circumstances, engage an owner-operator to perform work for them unless, and until, the owner-operator, prior to the commencement of such work obtains from the Union, a clearance or permit to perform such work.

MEMORANDUM OF UNDERSTANDING No. 19-03

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

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL
904
(herein called "Local 904")

This Memorandum of Understanding is entered into between the parties in the spirit of cooperation and for the purpose of increasing commercial and rental market share.

Notwithstanding the provisions of the CLRA and Operating Engineers Local 904 Collective Agreement 2019 – 2022, the parties have agreed as follows:

On Commercial and Rental Work:

- All overtime hours worked beyond eight (8) hours per day Monday to Friday will be paid at time and one half (1 ½). All hours worked beyond twelve (12) hours per day Monday to Friday will be paid at double time (2).
- When working a compressed work week, all overtime hours worked Monday to Friday will be paid at time and one half (1 ½). All hours worked beyond twelve (12) hours per day Monday to Friday will be paid at double time (2).
- When working under this Memorandum of Understanding 19-03, apprentices shall be required when 3 or more cranes are working on the same jobsite regardless of the crane tonnage.
- All other provisions of the collective agreement must be adhered to unless mutually agreed by both parties.

This MOU No. 19-03 shall remain in effect for the duration of the CLRA and Operating Engineers Local 904 Collective Agreement 2019 – 2022.

If the CLRA and OE Local 904 mutually agree that if an employer is in violation of the collective agreement, the parties reserve the right to suspend terms and conditions of this MOU 19-03 for that employer.

Dated this 7th day of May, 2019.

For the CLRA

Dwayne Murphy

Terry French

For OE Local 904

Terrance Hickey

Roger Dixon