

2022 – 2027 COLLECTIVE AGREEMENT

BETWEEN

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

AND

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
LOCAL 512
(hereinafter called the "Union")

November 10, 2022 - April 30, 2027

Effective Date November 13, 2022

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ARTICLE 1 PURPOSE

Article 1.01

The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, to ensure uniform interpretation and application in the administration of this Collective Agreement with speedy and equitable adjustment, and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto to the end that the parties are assured of complete continuity of operation and that industrial peace is maintained without slowdown or interruption of any kind.

ARTICLE 2 INTERPRETATION

Article 2.01

Should any article or section of this Collective Agreement be determined to be illegal by any competent authority, the remaining articles and/or sections shall continue to be operative and binding upon the parties hereto.

Article 2.02

Under the terms of this Collective Agreement, unless the context otherwise requires the term "employee" shall mean all employees of an employer bound by and/or covered by the terms of this Agreement and shall include Apprentices, Welders, Journeypersons, Tradespersons, Working Forepersons, Non Working Forepersons, and General Forepersons.

ARTICLE 3 RECOGNITION

Article 3.01


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

Article 3.02

The Union hereby recognizes the Construction Labour Relations Association as the sole and exclusive bargaining agent for all unionized employers engaged in commercial and industrial construction in the Province of Newfoundland and Labrador.

Article 3.03 (a)

The employer recognizes all jurisdictional claims of the Sheet Metal International Union as per their constitution.

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Article 3.03 (b)

All the above specified work which is to be fabricated and/or installed by the employer within the area covered by this Agreement shall be fabricated and installed by members of the Sheet Metal Workers International, Local 512 at the prevailing Union rates.

Ductwork shall be fabricated in the Province of Newfoundland and Labrador and in shops signatory to Local 512. The aforementioned shall not apply to equipment traditionally purchased from H.V.A.C. suppliers or may not necessarily apply to subsidized work. Ductwork not manufactured locally may be purchased from mainland shops signatory to a Sheet Metal construction agreement and must be brought in completely unassembled (knocked down) and assembled in NL by Local 512 members.

Article 3.03 (c)

All metal cladding, jacketing or lagging thicker than .016 over insulation, all insulation in walls, roofs or ceiling of metal clad buildings (when the siding and roofing or ceiling is being installed by this Trade Sector only). All interior insulation for duct systems, and all materials used for soundproofing and fireproofing of ducting systems.

Article 3.03 (d)

All Sheet Metal work performed as part of fabrication, construction and erection of heavy industrial development, including but not limited to: manufacturing, production and processing plants, oil refineries, chemical plants, smelter complexes, thermal, hydro and nuclear power plants, heavy water plants, paper & sulphite mills, industrial pump houses, offshore oil/gas drill rigs and platforms, pellet plants and mine sites, wind power/turbine sites, large scale recycling plants, and gold mines other than the aforementioned shall be considered as commercial work.

Article 3.04

No employer shall subcontract or assign any of the work described herein which is to be performed in the shop or on the job site to any contractor or subcontractor who is not signatory to this Agreement or who is not a member of CLRA. Any employer found to be in violation of this clause by Arbitration shall reimburse Local 512 for lost person hours on fabrication and installation as liquidated damages.

Article 3.05


The employer agrees that none but journeypersons and apprentices who are members of Local 512 shall be employed on any work described in Article 3. Tradespersons qualified to do welding shall be given the first chance to fill positions as welders.

Article 3.06

The Union hereby agrees not to supply journeypersons or apprentices to any contractor who is not signatory to this Agreement (or a member of CLRA) subject to Article 25.01.

Article 3.07

The employer shall not employ members of Local 512, who have worked with non-union contractors subject to Article 25.01.

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ARTICLE 4 UNION SECURITY AND CHECKOFF

Article 4.01

It shall be a condition of continued employment for all employees covered by this Agreement to be a member or to become a member, and to maintain membership in good standing in the Union.

Article 4.02

The employer agrees to hire and employ only members of the Sheet Metal Workers International Association, Local 512. No members shall be hired or rehired unless they present a referral slip from the Union office. Where it is impractical to present said referral, the Business Manager or representative shall confirm the referral by phone, fax or email. The employer recognizes the right of the Business Manager to remove employees from job sites who have not requested a referral slip from the Business Manager or representative.

When selecting employees for each individual separate tendered job, the employer shall select his first three (3) employees, exclusive of foreperson subsequent selection of Journeypersons and apprentices will be shared on a 50-50 hire basis at a one journeyperson to one apprentice (1:1) ratio on commercial work, and two journeypersons to one apprentice ratio (2:1) for industrial work. Union first through the Union office. Preference of employment will be given to members in the local area as defined by the CLRA approved map at Union Office. All apprentices name hired by the employer or dispatched by the union shall be selected on a rotational basis depending on the level of apprenticeship. The Union agrees to furnish competent and qualified work persons, in so far as possible. The Union will endeavour to supply members within the free zone whenever possible. The Union will have the first pick and the employer the second pick after the employer has selected his core group. This process shall continue until the employer's manpower is met for that particular tendered job.

If the Union is unable to supply members within 48 hours exclusive of Saturdays, Sundays and Holidays, the employer has the right to hire elsewhere and all employees must have a referral slip issued before work begins.

Article 4:03

A check off system for Union dues and assessments shall be instituted and made operative for the life of this Agreement. The employer will transmit the monies so collected to the officials designated by the Union, together with a list of all employees from the Union on whose behalf such deductions have been made, no later than the fifteenth (15th) day of the following month.

Article 4:04

The Business Manager shall be authorized on behalf of each Employee who is to become covered by this Agreement to sign a dues and assessment check off authorization. The aforesaid signed authorization shall be submitted to the Employer before the Employer deducts any monies for the purpose of the aforementioned.

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ARTICLE 5 SUPERVISION

Article 5:01A – Industrial Work

Article 5.01A (a)

There shall be one (1) foreperson in an Industrial Job with 1-8 workers. A working foreperson shall be appointed when there are three (3) or less employees hired; a non-working foreperson shall be appointed when there are more than three (3) employees hired on that job.

Article 5.01A (b)

Where there are 9-16 workers, there shall be one (1) Non-Working Foreperson and one (1) Working Foreperson.

Article 5.01A (c)

Where there are 17-24 workers, there shall be one (1) Non-Working Foreperson and two (2) Working Forepersons.

Article 5.01A (d)

Where there are 25-32 workers, there shall be one (1) Non-Working Foreperson and three (3) Working Forepersons.

Article 5.01A (e)

After 32 workers, there shall be one (1) General Foreperson along with the previously appointed Supervision and the aforementioned selection of Supervision ratio shall continue as the work force increases.

Article 5.01B -- Commercial Work

Article 5.01B (a)

Where there are 3-8 workers, one (1) shall be a Working Foreperson.

Article 5.01B (b)

Where there are 9-16 workers there shall be two (2) Working Forepersons.

Article 5.01B (c)

Where there are 17-24 workers there shall be three (3) Working Forepersons.

Article 5.01B (d)

Where there at 25-32 workers, there shall be one (1) Non-Working Foreperson and three (3) Working Forepersons.

Article 5.01B (e)

After 32 workers, there shall be one (1) General Foreperson along with the previously appointed Supervision and the aforementioned selection of Supervision ratio shall continue as the work force increases.

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Article 5.01B (f)

The Foreperson's Rate shall not apply to a project which requires two (2) or less workers; however, if the work force on this project is increased to three (3) or more workers, then the applicable Foreperson's Rate shall apply. When it is anticipated that a project will require more than two (2) workers, then one of the workers on that project will receive the applicable Foreperson's rate upon commencement of work.

Article 5.01C

For the purpose of Article 5 all Working Forepersons, Non-Working Forepersons and General Forepersons will be members of Local 512 and all terms of the Collective Agreement will apply.

Article 5.01D

RATES:

The Working Foreperson, Non-Working Foreperson, and General Foreperson, will receive the following premiums above the Journeyperson's rate.

	<u>Industrial</u>	<u>Commercial</u>
Working Foreperson	+ \$3.00 per hour	+ \$3.00 per hour
Non-Working Foreperson	+ \$4.00 per hour	+ \$3.50 per hour
General Foreperson	+ \$5.00 per hour	+ \$4.00 per hour

Article 5.01E

If they are qualified, Local 512 Journeypersons must be asked first if they are interested in Foreperson's job before any permit/travel card is asked. In the event the travel card becomes Foreperson, then initial lay off provisions outlined in Article 9.06 shall not apply to the Foreperson.

ARTICLE 6 STRIKES AND LOCKOUTS

Article 6.01

During the life of this Agreement, there shall be no strike, lockout, slowdown or stoppage of work. The employer agrees that in the event that there is a legal strike and a refusal of union members to cross a picket line or work with employees who are not members of the Building Trades Council, it shall not take disciplinary action nor institute civil action against such union members or their union as a result of such refusal to cross a legal picket line or to work with such employees.

Article 6.02

Employer Responsibilities: The employer agrees that there shall be no lockout of employees while this Agreement continues to operate.

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ARTICLE 7 STEWARDS

Article 7.01

The Business Manager shall appoint stewards where necessary from the employees on site. Stewards shall be qualified journeypersons performing the work of their craft and shall exercise no supervisory functions. There shall be no non-working stewards. In addition to their duties as a journeyperson, the steward shall be permitted reasonable time without loss of pay to assist in adjusting differences or misunderstandings arising out of the interpretation, application or alleged violation of this Agreement. The Union shall notify the employer in writing of the appointment of a steward.

Article 7.02

In the event of a reduction in the work force, stewards shall be the last journeyperson removed (excluding the Foreperson) providing they are qualified to perform the work remaining to be done by the reduced work force.

Article 7.03

The Business Manager shall, after receiving the approval of the Project Manager, be allowed to visit the job site; however, the visit shall not disrupt the normal work routine.

Article 7.04

Stewards shall be part of all overtime work force, provided that they are capable of performing the work. In the event the appointed Steward cannot work overtime, the Business Manager shall appoint a Shop Steward.

Article 7.05

In the event of temporary lay-off of all employees, with the exception of the Foreperson, the union steward shall be the first worker to be rehired; also, the union steward shall be part of the work force remaining to do any extras required by the employer on that particular job site.

ARTICLE 8 TRANSPORTATION

Article 8.01

When an employee is required to proceed from the shop to a job and vice versa, the employer shall provide transportation. All materials and tools, other than personal tools shall be transported at the expense of the employer. When employees are required to report directly to the job without reporting to the shop, they shall furnish their own transportation to and from such job and shall report for work at the regularly scheduled starting time and work until the regularly scheduled quitting time. However, if such job is more than 50 road kms from the City or Town Hall of the said Municipality in which the contractor office is located (not site office), the employer shall provide the full transportation to and from the job; save that this shall not apply when the job is in the same Municipality as the employee lives, or the employee lives within 50 kms of the job site.

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Article 8.02

When an employee is required to travel 100 kms one way for the employer, the employer will pay \$91.00 per day x 7 days per week provided the employee does not miss a day off (without just cause) or if the employee wishes, the employee shall be provided with suitable board at prevailing rates in the area. If an employee is transferred beyond normal commuting distance from the Municipality, room and board shall be paid provided if the Municipality to which the employees are transferred is not their normal place of residence. There shall be no loss of regular working hours including the days in which an employee leaves or returns to the City while engaged in out-of-town work. The employee shall receive the board cheque no later than the end of the first week.

Living Out Allowances (LOA) Amounts:

Upon Signing (November 13, 2022)	\$3.00 Increase	=	\$91.00 per day
May 1, 2023	\$4.00 Increase	=	\$95.00 per day
May 1, 2024	\$3.00 Increase	=	\$98.00 per day

Article 8.03

Time actually spent travelling up to eight (8) hours in any calendar day on behalf of the employer to and from a job, shall be considered as time worked and shall be paid for at straight time pay; except time spent proceeding from home to shop, or from shop to home or from home to job and vice versa, provided the job is within City limits or fifty (50) kms thereof. Should travel be by private car, the total time spent travelling shall not exceed the normal time it would take to travel by car the distance required. If the employees are required to use their own cars for transportation, they will be entitled to sixty-eight cents (\$0.68) per kilometre for the duration of the agreement. If materials are transported by the employees, they shall be paid an additional five cents (\$0.05) per kilometre.

Article 8.04

Employees who work on a jobsite in the Province of Newfoundland and Labrador for a period of twenty-one (21) calendar days shall have return transportation cost paid every twenty-one (21) calendar days. The duration of turnaround will be up to a maximum of seven (7) calendar days or as mutually agreed by the Employer and the Employee. Employees due turnaround transportation will be provided with transportation or the cost of transportation deemed most appropriate by the Employer. If the Employee mutually agrees to remain on the Project and foregoes the turnaround transportation, the Employee shall receive the aforementioned transportation cost. If working on shutdown or outages, the 21-day turnaround will not apply. Employers shall make best efforts to minimize travel on scheduled days off.

Article 8.05A

"Travel in" (on hire) and "travel out" (on lay off) shall be paid to employees who reside in excess of 100 kms from their residence to the job site or shop, based on sixty-eight cents (\$0.68) per km for the duration of the agreement. Also, the employee shall be paid at a rate of one (1) hour's pay for every 70 kms travelled at the appropriate rate of pay up to a maximum of eight hours straight time pay.

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When working on regularly scheduled turnaround shifts, travel time shall be paid on return travel only up to a maximum of eight hours straight time pay.

Article 8.05B

Notwithstanding Articles 8.01 and 8.05, employees receiving a Living Out Allowance (LOA) will not be entitled to "travel out" and "travel in" at the beginning or following a Christmas shutdown of the employer's job at a job site or shop, where the employee is required to return to the job site or shop immediately following the shutdown. If employees are not returning after the Christmas shutdown, they shall be paid their travel out.

ARTICLE 9 HOURLY HIRE

Article 9.01

It is definitely understood and agreed to by both parties to this Agreement that the employees shall be employed only at an hourly wage rate. The employer shall not employ any employee on a piece work rate basis of any kind nor allow employees to use their shops or equipment of any kind to perform work for a lump sum or on a piece work basis.

Article 9.02

It is hereby agreed that contracting work by employees of employers who are signatory to this Agreement shall not be permitted by either party.

Article 9.03

All other members of Local 512 shall be employed before any owner member is subject to hiring or rehiring by any other employer signatory to this Agreement.

Article 9.04

Owner members shall not work with tools of the trade on commercial and industrial job sites.

Article 9.05

Each company employing six (6) or more shall endeavour to hire a senior member ~~who~~ whose ability has been reduced because of age or otherwise who shall work for a reduced rate (to be negotiated). List of same to be made available by Local 512.

Article 9.06

Upon layoff, any travel cards/permits employed shall be first to be laid off with the exception of Article 5.01E. The Contractor shall provide four (4) hours of notice to lay off or four (4) hours of pay "in lieu" of notice to workers who are laid off.

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ARTICLE 10 HOURS OF LABOUR AND OVERTIME

Article 10.01

The regular work week shall be 40 hours per week consisting of 5 x 8 hour days, Monday through Friday, or 4 x 10 hour days Monday through Thursday or Tuesday to Friday on all commercial and industrial work, with 2 x paid as overtime after 8 hours per day on 5 x 8 hour work week and after 10 hours per day on 4x10 work week and 2 x for Friday (or Monday) when working 4x10 work week, with 2 x the regular rates paid for Saturday, 2 x for Sundays and holidays. There shall be two 10-minute paid coffee or rest breaks and one ½ hour unpaid dinner break at mid shift. On mutual agreement between the Business Manager and the Employer, on a 10-hour shift, employers have the option to have two 30-minute breaks, one paid and one unpaid.

Best efforts will be made to share overtime among employees based on specific skills and abilities pertaining to the job.

Article 10:01 (a)

The regular work week on commercial and targeted work (in town in St. John's) shall be 40 hours per week, consisting of 5 x 8 hour days, Monday through Friday or 4 x 10 hour days, Monday through Thursday or Tuesday to Friday with 1 1/2 x paid on commercial targeted work and 2 x paid on industrial targeted as overtime after 8 hours per day on 5 x 8 hour work week and after 10 hours per day on a 4 x 10 work week, and 1 1-2 x for Monday or Friday on commercial work and 2 x for Monday or Friday on industrial work when working 4x10 work week, with 1 1/2 x the regular rate paid for Saturday on commercial and 2 x the regular rate on industrial, 2 x for Sundays and holidays for commercial and industrial.

Article 10:01 (b)

The regular work week on commercial and targeted work (out of town) shall be 50 hours per week consisting of 5 x 10 hour days Monday through Friday, with 1 1-2 paid as overtime after 10 hours per day or 50 hours per week on commercial targeted work and 2 x paid on industrial targeted work, with 1 1-2 times the regular rates paid for Saturday, Sunday and holidays on commercial targeted work and 2 x the regular rates for industrial targeted work.

Article 10.02

Subject to Article 11.04, except where this Agreement calls for higher rates, all times worked in excess of the regular hours, shall be considered overtime and shall be paid at double the regular rates.

Article 10.03

Employees who report for work without having been told in advance not to report shall be given work or pay equivalent to two hours pay at regular rates plus Living Out Allowance or travel if applicable.

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Article 10.04

In the event a shop or job must close due to inclement weather, the following shall apply to employees:

- (a) An employee who reports for work shall be given work or pay equivalent to 2 hours pay at regular rates plus Living Out Allowance or travel if applicable.
- (b) If the shop or job closes after having worked more than two but less than four hours, the employee shall be paid four hours at regular rates plus Living Out Allowance or travel if applicable.
- (c) If the shop or job closes after having worked more than four hours but less than eight hours, the employee shall be paid eight hours at regular rates plus Living Out Allowance or travel if applicable.
- (d) On a ten (10) hour shift, if the shop/job closes after having worked more than five hours but less than ten hours, the employee shall be paid ten hours at applicable rate plus Living Out Allowance or travel if applicable.

ARTICLE 11 WAGES

Article 11.01

Wage increases are as outlined below:

Industrial work effective November 13, 2022
Commercial work effective November 13, 2022

- 3% increase on base hourly rate effective November 13, 2022
- 3% increase on base hourly rate effective May 1, 2023
- 3% increase on base hourly rate effective May 1, 2024
- 3% increase on base hourly rate effective May 1, 2025
- 3% increase on base hourly rate effective May 1, 2026

The welder's base hourly rate will increase \$0.50 effective November 13, 2022.

The total hourly wage package included in this Collective Agreement is defined in the attached Appendix A of this Agreement.

Article 11.02

INDUSTRY FUND: Upon signing of this Agreement the Employer shall remit eighty one cents (\$0.81) per hour worked on all ongoing work to the Newfoundland Construction Industry Fund: thirty cents (\$0.30) to the Construction Labour Relations Association of NL Inc. (CLRA); thirty cents (\$0.30) to Trades NL; twenty-one (\$0.21) to Sheet Metal Workers Local 512. Such monies shall be remitted not later than the fifteenth (15th) day of the month following the month worked. The monies shall be remitted to the administrator (Benefit Plan

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Administrators Limited) appointed by the parties. HST of 15% will be applicable only on the \$0.30 remitted to the CLRA, 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 11.03

Paycheques to be issued on a weekly basis on Thursday or cash or direct deposit on Friday. Pay stub to show contributions paid for the employee. Copy of same to be made available to Business Agent upon request.

Article 11.04

Should the employer pay a higher rate of pay than that set forth above to an employee on a particular job or contract because of a shortage of skilled employees or otherwise, the Union shall be notified of same and all Journeyperson tradespersons on that job or contract, and Working Forepersons and Forepersons rates shall be based on those higher rates. These rates shall then become the regular rate of pay and workers shall have their pay based on the regular rate of pay for that job or contract only.

Article 11.05

The following premium above the regular hourly rate shall be paid to employees required to work at heights where there is a possibility of free fall drop of 50 feet or more:

50 Feet and above \$1.00 (One Dollar).

Article 11.06

Market Recovery Stabilization Fund: The Employer shall remit one dollar (\$1.00) per person hour worked for each employee covered under this agreement to the Union Market Recovery Stabilization Fund. Payment shall be made no later than fifteen (15) days after the termination of the calendar month to the Administrator (Benefit Plan Administrators Limited) of the Fund accompanied by a statement of names, hours worked, amount for each employee during such calendar month. Employers who are delinquent for forty-five (45) calendar days or more will be assessed a penalty payment of (15%) fifteen percent for all hours owing. This penalty payment shall be payable to the Fund. This Fund will be jointly administered under a Terms of Reference as mutually agreed in the Market Recovery Stabilization Agreement and Declaration of Trust.

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ARTICLE 12 ANNUAL VACATION

Article 12.01

Subject to the conditions hereafter set forth, employees shall be entitled to take a maximum of three (3) weeks holidays each year, unless an extension is mutually agreed to between the employer and individual employees. The employee, however, must notify the employer at least two weeks before going on holidays.

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Article 12.02

Employees shall be paid 10 % of their gross earnings weekly as Vacation Pay. Gross Earnings shall mean regular and overtime pay.

Article 12.03

The time when a vacation shall be taken will be at the employee's desire and convenience as far as practical but the employer has the right to a final determination. If there is a conflict of dates desired for vacation, the senior employees shall have the first choice. When a date to start vacation has been agreed upon, it will not be changed except by agreement between the employee and employer.

Article 12.04

The holidays recognized under this Agreement shall be as follows:

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

Work performed on any of the above days shall be paid at double the regular rates.

In any week that a recognized holiday falls, the employer and the union may mutually agree to work four (4) ten-hour days.

Should any of the recognized holidays in the agreement fall on a Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday, as may be determined by mutual agreement. When Christmas Day falls on Saturday or Sunday, the following Monday will be observed.

In the event a Special Holiday is proclaimed by the Provincial Government, other than those set forth in this Article, it is agreed that such day will automatically become part of this Agreement.

Article 12.05

Employees shall be compensated for statutory holidays at three percent (3%) of gross wages weekly.

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ARTICLE 13 TOOLS

Article 13.01

All Journeypersons and Apprentices working at the trade shall have the following tools:

1st Year Apprentices

1 Sheet Metal Hammer
1 Straight Shears
1 Rule Tape (Metric)
R.H. Metalmasters
Aviation Snips
L.H. Metalmasters
Aviation Snips

2nd Year Apprentices

1 pr. Pliers 6-8"
1 pr. Sheet Metal Tongs
1 Hacksaw

3rd Year Apprentices

1-1" Cold Chisel
1 - 3/4" Cold Chisel
1 Stubby Screwdriver
1 Ball pein Hammer
1 - 24" Square

4th Year Apprentices

1 pr. Bull Shears
1 set Phillips Screwdrivers
1 set Robinsons Screwdrivers
1 set Allen Wrenches
1 set Spanners
1-6" Stelson Wrench
1 -12" Stelson Wrench

The Journeyperson shall have all the above tools and the employer retains the right to periodic inspection of an employee's tools provided one (1) week of notice is given.

Article 13.2

Should replacement snips be necessary when an employee is working on stainless steel, they will be replaced at the employer's expense.

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ARTICLE 14 DISCIPLINE

Article 14.01

Notwithstanding any other article, section or clause of this Agreement, the employer shall not dismiss, discharge, suspend from service, or otherwise discipline an employee except for good and sufficient cause and shall be fair, just and reasonable in making any decisions regarding same. Discharging, dismissal, or suspension from service must be executed by proper written notice which shall contain the reasons for the action. The Union may investigate any or all of such cases or the employee concerned may request an investigation. Should such investigation prove that an injustice has been done or the employer acted contrary to the terms of this Agreement, employees shall be reinstated without prejudice and compensated at their usual rate of pay for all time lost, or at such a rate as would reimburse employees what they would have earned had they not been laid off, whichever is greater.

Article 14.02

A reprimand to an employee which is to be recorded on that employee's record shall be executed in writing with the employee concerned getting a copy. The record of an employee shall be open to inspection at the times, during office hours or other convenient times, so employees, if desired, may have an official of the Union accompany them for the inspection.

Article 14.03

The passage of three months without repetition as an offence, which did not result in dismissal or discharge, shall be sufficient to clear an employee's record of that offence. No action shall be taken by the employer on the misdemeanour of an employee.

ARTICLE 15 GRIEVANCE PROCEDURE AND ARBITRATION

Article 15.00

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

Article 15.01

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and settle grievances as quickly as possible; to this end, the procedure for processing grievances shall be as follows:

STAGE 1

The matter shall be taken up within two (2) working days after the circumstances giving rise to the grievance occurred or originated with the foreperson or person on the job designated by the employer for that purpose, by the employee and Union Steward and/or Union Representative. The decision or settlement at this stage shall be rendered by the end of the

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next working day from the time the matter was taken up. Failing an answer or satisfactory settlement at this stage; then:

STAGE 2

The grievance shall be submitted in writing to the senior representative of the employer on the job or to the person designated by the employer for such purpose, by the Union Steward and/or Union Representative within two (2) working days after the day the decision was received at Stage 1. The decision or settlement at this stage shall be rendered within two (2) working days following the day of submission of the grievance in writing. Failing an answer or satisfactory settlement at this stage; then:

STAGE 3

The grievance may be referred to arbitration under Article 15.05. Failing a notice by either party within ten (10) working days following the day the decision was received at Stage 2 of their intention to arbitrate, the grievance shall be considered to be abandoned.

Article 15.02

Any agreement arrived at between the parties during or subsequent to the above steps, shall be binding upon both parties on the persons concerned.

Article 15.03

It is agreed that no grievance shall exist unless it is submitted within the time limits specified. If the grievance is not advanced to the next step, it shall be considered to have been settled on the basis of the last reply received.

Article 15.04

It is understood that the employer may file a grievance with the Union and that if such grievance is not settled to the satisfaction of the parties concerned, it may be referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed at Stage 2 of the Grievance Procedure set out in this Article.

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Article 15.05

Where a difference arises between the parties to or the persons bound by this Agreement, or on whose behalf it has been entered into, and where the difference arising out of the interpretation, application, administration or alleged violation of this Agreement and including any questions as to whether a matter is arbitratable, one of the parties may after exhausting the grievance procedure established by this Agreement submit the matter to arbitration in accordance with Section 92 of the Labour Relations Act.

Article 15.06

The arbitrator shall have no authority to alter or change in any way, the provisions of this Agreement or to substitute any new provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.

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ARTICLE 16 APPRENTICES

Article 16.01

Where a plan of apprenticeship training has been declared to apply in respect of a trade, a person between the ages of sixteen and twenty-one years who has not completed training as an apprentice shall not be employed in that trade for more than a total of three months in any one year between those ages unless the Apprenticeship Board issues a letter of authorization authorizing the person to be so employed or unless the person enters into a contract of apprenticeship.

Article 16.02

All Apprentices shall become indentured as soon as possible and the document of indenture shall not conflict in any way with the provisions of this new Agreement. Employers shall not start or indenture any new Apprentice while there are any apprentices of that employer that are unemployed. Next consideration will be given to other Local Union 512 apprentices that are unemployed at the time.

Article 16.03

After the probationary period of an apprentice, the apprentice shall not be dismissed except for just cause. After such period, apprentices shall not leave their employer during the rest of their term of apprenticeship except for just cause.

Article 16.04

Second and third year apprentices shall work under direct supervision of a Journeyperson. No fourth year apprentice shall supervise another apprentice. If any employer lays off a third or fourth year apprentice, the employee shall not be replaced by a first or second year apprentice while there are third and fourth year apprentices unemployed. Employers shall hire apprentices available at the time of request.

Article 16.05

Apprentices shall be permitted to execute work outside the shop which they are capable of performing in order to develop their skills.

Article 16.06

All apprentices shall have a log book from the Department of Labour showing the amount of hours worked at the trade.

Article 16.07

Any apprentice who failed to report to Trade School after the second notification for In-Block training will be dropped from the apprenticeship Program and from the Union. Also, apprentices who fail to complete In-Block Training will be ineligible for apprenticeship raises.

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Article 16.08

Apprentices shall not be paid less than the following percentages of a Journeyperson's rate:

First and Second Year	60%
Third Year	75%
Fourth Year	85%
Full Journeyperson's Rate thereafter.	

Article 16.09

The Employer will endeavour where practical and economically feasible to expose Apprentices to Shop Time along with Field Time in order to develop a well versed Journeyperson.

ARTICLE 17 JURISDICTIONAL DISPUTES

Article 17.01

In allocating work the employer shall follow the decisions of record of the International Board of Settlement of Jurisdictional Disputes, International Agreements and Local Written Agreements and will consult with both parties involved before assigning the work. The party awarded the work will continue until the Joint board has a decision on that particular job. Such decision shall be binding upon both parties and the employer shall accept the decision. The employer shall make available to the Union any and all information required to submit a Jurisdictional Dispute to the Board.

ARTICLE 18 MANAGEMENT RIGHTS

Article 18.01

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

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ARTICLE 19 SHIFT WORK

Article 19.00

For the purpose of clarification, the work week shall be deemed to commence at starting time of the regular day shift on Monday morning. A shift shall be eight (8) or ten (10) hours.

Article 19.01

For the purpose of defining the shifts, the first shift shall be the day shift which commences at 8:00 a.m. The second shift will be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift. Sheet Metal Local 512 members will have preference of shift work.

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Article 19.02

Shift premiums shall apply on all hours worked on the second and third shifts at the following rates:

On 8-hour shifts

Second Shift \$2.50 per hour
Third Shift \$3.50 per hour

On 10-hour shifts

Second Shift \$3.00 per hour

When an employee is required to work past 12 hours per shift without previous days notice, if a meal is not provided, a payment of \$25.00 meal allowance shall apply in lieu of a meal, and a 15-minute rest break at the applicable rate of pay.

Article 19.03

In the event it becomes necessary to work shift work two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for a period of five (5) consecutive working days. In the event of employees not receiving five (5) consecutive working days on their shift (other than employees who quit on their own volition or who are discharged for cause) said employees shall receive a minimum of overtime rates plus shift premiums where applicable for all hours worked.

Article 19.04

If regular day shift is not worked and employees are required to start work after the hours of the regular day shift then their rate of pay will be based on the applicable shift premium.

ARTICLE 20 HEALTH AND WELFARE

Article 20.01

The employer shall remit one dollar and forty cents (\$1.40) for each hour worked on commercial projects and shall remit one dollar and fifty cents (\$1.50) for each hour earned on industrial projects by each employee covered by this Agreement.

Article 20.02

The employer shall remit the following contribution to the Pension Fund for each hour worked on commercial and each hour earned on industrial by each employee covered by this Agreement:

	Upon Signing
Industrial Work	\$6.00
Commercial Work	\$5.00

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Article 20.03

Payments shall be made to the administrator (Benefit Plan Administrators Limited) appointed by the trustees.

Benefit Plan Administrators (Atlantic) Ltd.
Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS B3X 0H1

Article 20.04

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

Article 20.05

The Trust Document under which the Funds are controlled shall provide for equal Trusteeship from the employer and from the Union.

Article 20.06

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. Any employer who is delinquent for a period of more than 10 days shall be liable for a penalty of \$2,500.00 payable to the applicable Fund as liquidated damages. Any associated cost incurred in recovering the \$2,500.00 penalty shall be paid to the Union and the balance of the penalty thereof shall be paid to the applicable Fund.

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Article 20.07

Withdrawal of members from employment of delinquent employers re: Health and Welfare, Pension, Vacation and Holiday Pay, Union dues and Industry funds shall not be considered a violation of Article 6, Section 6.01.

ARTICLE 21 HEALTH, SAFETY, TOOLS AND EQUIPMENT

Article 21.01

Employer and employees shall comply with all applicable provisions of Provincial Health, sanitation and safety laws and regulations in addition to those rules established by the employer.

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Article 21.02

Every employee shall, as a condition of employment, wear a safety hard hat of type approved by C.S.A., and rated as Class "B". The employer will, if requested, issue a safety hard hat to an employee. In the event the employer desires a specific hard hat only to be worn, the employer will issue it to the employee. Employees will sign for the hard hat and authorize deduction of the cost from their wages, if employees do not return the hard hat in good condition, subject to reasonable wear and tear, at the end of their employment with the employer. If a worker requires prescription lenses and does not possess approved prescription safety lenses, after four (4) months of continuous employment, an employee shall be entitled to reimbursement for the purchase of prescription safety glasses to a maximum of \$250.00 every twenty-four months with proof of purchase/receipt provided.

Article 21.03

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

Article 21.04

The employer shall provide a clean and heated and adequate place of shelter for employees to eat their lunch. Hot water (for lunches) and first aid requirements shall be provided. Sanitary facilities and fresh drinking water shall also be provided by the employer.

Article 21.05

The Employer shall supply at the employer's discretion for the employer's workshop only, appropriate style and type Workshop Aprons.

Article 21.06

An employee working with a company for six (6) consecutive months will be entitled to 70% of the cost of coveralls.

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ARTICLE 22 AMENDMENTS

Article 22:01

During the term of this Agreement, amendments may be made only by and with the mutual consent of both parties. Proposed amendments shall be submitted in writing by the party desiring the change to the other and negotiations shall start within thirty (30) days of receipt of such notice or such period as may be agreed upon by both parties.

ARTICLE 23 BEREAVEMENT LEAVE

Article 23.01

The employer shall pay up to three (3) days bereavement leave to any employee who suffers the loss of a member of his immediate family (parents, spouse, children, stepchildren,

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brothers, sisters, step-brothers, step-sisters, father-in-law, mother-in-law, Grandparents and Grandchildren). One day will be permitted to attend the funeral for a brother-in-law or sister-in-law.

Article 23.02

Such leave shall not be made for time that would not normally have been worked by the employee, and under no circumstance will pay be granted for overtime missed as a result of the absence.

ARTICLE 24 PRESERVATION OF WORK

Article 24.01

Effective the date of signing of this Agreement and expiring at the end of the current collective 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, 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 24.02

The Employer shall operate a strictly union shop and shall not employ non-union tradespeople either in their own right or through any affiliated, subsidiary or related company.

Article 24.03

All alleged violations of this Article shall be considered a dispute under this Agreement and shall be processed in accordance with the grievance and arbitration provisions of this Agreement. As a remedy for violations of this Article, any arbitrator or arbitration board appointed under this Agreement shall be empowered at the Unions' request to require the 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 arbitrator or arbitration board. Provision of this remedy herein shall not make it the inclusive remedy to the Union for violations of this Article; nor does it make the same as other remedies unavailable to the Union for violations of other Articles of this Agreement.

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ARTICLE 25 ORGANIZATIONAL EFFORTS

Article 25.01

There shall be a joint committee made up of two employers and two representatives of the union to monitor organizational efforts in respect of the non-union employers in the commercial and industrial sector of the construction industry. The members of the Committee will meet regularly to exchange information and to assess the impact and success of organizational efforts. The union will make all reasonable efforts to prevent its members from working with any employer not signatory to this Agreement, provided that reasonable consideration will be given to the necessity of placing employees for organizational purposes and situations where no unionized work is available. The joint committee shall, upon a quarterly basis, assess the progress of organizing and determine the appropriate adjustment of wages in the light commercial sector to reflect increased organization.

ARTICLE 26 ENABLING

When 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 27 SAFETY TRAINING

Workers will be job ready (WHMIS, Fall Arrest, Lift Training) when dispatched. When a worker is employed by a contractor and training certificates expire, it will be mandatory that the employer retrain at the employer's expense the cost of training plus member's wages for time required to complete the training.

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The contractor will ensure that safety equipment is gender appropriate with consideration provided for proper fit for workers referred to site.

ARTICLE 28 DURATION

Article 28.01

This Agreement shall become effective on signing and shall remain in full force and effect until April 30, 2027 and shall continue from year to year thereafter, but should either party wish to change, add to, or amend this Agreement, it shall give notice in writing within sixty (60) days previous to April 30, 2027. When such notice is given, both parties shall convene a joint meeting within twenty-one (21) days of receipt of such notice.

G.M.
[Signature]

[Signature]

SIGNATURE PAGE

SIGNED THIS 10th day of November, 2022, IN THE PROVINCE OF NEWFOUNDLAND AND LABRADOR.

FOR THE CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF
NL INC.

FOR THE SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL 512



Chris King



Gerard Murphy



Terry French



James Browne



Barry Simon

