

2022 – 2027 COLLECTIVE AGREEMENT

Between

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

and the

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION 855
(the Union)**


Effective: December 14, 2022



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Article 1 Purpose of Agreement

- 1.01 The objects of this Agreement are to maintain a harmonious relationship; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

Article 2 Craft Jurisdiction & Recognition

- 2.01 The Employer recognizes the craft jurisdiction of the Teamster's Union to the same extent as the craft jurisdiction of other building trades unions as recognized by the CLRA as determined herewithin.

Article 3 Union Security

- 3.01 The Employer shall be entitled to layoff and recall all employees who were employed at the time of certification or voluntary recognition in priority to any requests to the Union for additional workers as provided for below.
- 3.02 Subject to clause 3:01, the Company shall give preference of employment to and employ members in good standing in the Union, provided that they are qualified to perform the work required. However, should the Union be unable to furnish the workers required within 48 hours from the time of the faxed request excluding Saturdays, Sundays and Holidays as contained herein the Company may hire Employees from other sources, who as a condition of employment within seven (7) working days after commencing work shall become a member and comply with the rules and regulations of the Union.
- 3.03 (a) When selecting Employees for jobs, under Article 3:02, the Employer shall select the first three (3) employees, exclusive of working Foreperson for each contract on the job site. Subsequent selection of workers for that separate contract shall be shared on a 50-50 basis; First Union choice -Then Company choice etc., before hiring.



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- (b) During the term of this Agreement, the Employer shall have the right to name hire and transfer from job to job its working Foreperson and all other employees on commercial and industrial work and all other work where there is non-Union competition bidding on that specific work.
- 3.04 The Union agrees to furnish competent and qualified workers in so far as possible. When a name(s) is refused, the Union shall supply another name(s) to the Employer. The Employer shall notify the Union in writing reason(s) for refusal. All lay-offs shall be performed in such manner as to maintain the established ratio beyond the name hires, supervision and those contemplated in 3:03(b) above. Transfers shall be permitted for temporary work.
- 3.05 The employer may in addition to the provisions respecting recall under clause 3:01, request, through the union, qualified available employees 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 employees being recalled.
- 3.06 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 become and remain a member of the union within fifteen (15) days after the date of hiring or the date of the signing of this agreement unless excused under the Human Rights legislation of the province.
- 3.07 Should a new employee be a new member of the Union or be required to join the Union as provided herein, the Employer agrees to deduct the initiation fee in the amount that has been certified by the Union as the current fee. When such initiation fee deduction is authorized by the signature of the employee on the proper form, the union agrees such initiation fee may be deducted in equal weekly installments as set out on the form.
- 3.08 The Employer shall not discriminate against the employees by reason only of their membership in the Union and/or their participation in its lawful activity.
- 3.09 The Employer agrees to notify the Union within seven (7) days of the hiring of any new employee giving the employee's classification, social insurance number and address. The Employer also agrees to notify the Union of any lay-offs or terminations within seven (7) days of their occurrence.

3.10 The Company shall allow time off work without pay to attend Union business provided at least two week's notice is given and further provided that it will not interfere with the efficient operation of the business.

Article 4 – Territorial Jurisdiction

- 4.01 The territory covered by this agreement shall be the territorial jurisdiction of Local 855, consisting of the Province of Newfoundland and Labrador, Canada.
- 4.02 Should the employer obtain work at far northern points, then both the Union and the Employer shall negotiate a Northern Appendix to be added to this Agreement to cover hours of work and working conditions for that particular job. It being understood that far northern points does not include Labrador City, Wabush, Happy Valley-Goose Bay, or any area where employees are billeted or lodged in those towns.

Article 5 – Hours of Work, Shift Work and Overtime

- 5.01 (a) The normal hours of work shall consist of forty (40) hours per week divided into five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour work days. Ten hour work days can be any four (4) consecutive days between Monday and Friday.
- (b) When working five (5) consecutive eight (8) hour work days, the days shall normally be Monday to Friday inclusive. When working four (4) consecutive ten (10) hour workdays, the days shall normally be Monday to Thursday or Tuesday to Friday inclusive.
- (c) The Employer may give notice as set out below to operate on a fourteen (14) day rotating schedule as follows:
- Four (4) days worked with three (3) days off then three (3) days worked with four (4) days off for a total normal hours of work over the fourteen 14 day period of seven (7) twelve hour shifts of eighty-four (84) hours but averaging forty-two (42) hours per week over the cycle at straight time.
- (d) In the event that the Employer determines the necessity to alter the normal hours of work per day, a minimum of one (1) week's notice shall be given to employees and the altered hours shall be effective for one (1) week periods, unless changed by mutual agreement.

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- (e) Without changing the general schedule referred to in Article 5.01, employees may be requested to work different hours than posted provided they are given eight (8) hours notice of such change.
- 5.02 There shall be an unpaid half-hour lunch break which will start within one hour of midpoint of the regular shift.
- 5.03 Employees who are not otherwise notified and who report for work and are advised during their shift that they are required to travel to a job where they will be required to stay overnight away from home will be given reasonable time to make the necessary arrangements.
- 5.04 In order to ensure that employees shall receive a full week's work in their final week prior to layoff, all layoffs will be effective on Fridays. Notice of layoffs shall be given on the Wednesday of that week. The foregoing does not apply in the Industrial Construction sector or to employees who agree to be called in for short duration (less than three (3) weeks) work or specific jobs. In these cases, the employees will be given as much time as practical and the layoff will be effective at the end of the shift when the work is completed.
- 5.05 There shall be a paid ten-minute break in established lunch area in each half of the shift.
- When working two (2) shifts, consisting of twelve (12) hours each, the first shift shall commence at 8:00 a.m. and finish at 8:00 p.m. unless a majority of those scheduled to work the first shift agree to work a different schedule. The second shift shall commence at 8:00 p.m. and finish at 8:00 a.m. unless a majority of those scheduled to work the second shift agree to work a different schedule. There shall be three (3) paid coffee breaks for a duration of ten (10) minutes each on each shift, at or about 10:00 a.m., 2:00 p.m., 6:00 p.m., for the first shift and at or about 10:00 p.m., 2:00 a.m. and 6:00 a.m. for the second shift. There shall be two (2) one-half (1/2) hour lunch breaks at or about the midpoint of the shift and again between 4 and 5 hours after the conclusion of the first lunch break.
- If the contractor and the union mutually agree, there can be two (2) half-hour breaks, one paid and one not paid, instead of three (3) paid ten-minute breaks.
- 5.06 (a) Any work performed on recognized holidays under this agreement shall be paid for at double (2) times the straight time rate for the hours worked plus any holiday pay to which they may be entitled.

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- (b) No work shall be performed on Labour Day except to save life and property or where the employee agrees to work in which event they shall be paid double the straight time rate of pay for the hours worked plus any holiday pay to which they may be entitled.
- 5.07 When an employee is required to return to work within an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates until such time as the employee receives an eight (8) hour break.
- 5.08 Employees shall be allowed ten (10) minutes prior to the end of a shift to pick up their tools and clean-up.
- 5.09 All hours worked before or after a regular work day shall be paid at the overtime rate.
- Double time (2X) – Shall be paid for all hours worked in excess of eight (8) hours per day in a five (5) day work week or after ten (10) hours per day in a four (4) day work week.
- Double time (2X) – Shall be paid for all work performed on Saturday, Sunday, Holidays and work performed on paid holidays shall be at double time (2X) in addition to the normal day's pay.
- This rate shall not apply to makeup days with mutual agreement between employer and union.
- 5.10 Employees who are scheduled to commence a shift after 8 p.m. shall be paid a shift premium of two dollars (\$2.00) per consecutive hour scheduled and worked. Employees who are scheduled to commence a shift after 12 midnight shall be paid a shift premium of two dollars and fifty cents (\$2.50) per consecutive hour scheduled and worked.
- 5.11 (a) When an employee works more than two (2) hours overtime without one (1) day's prior notice, then the Employer will provide a meal after the conclusion of two (2) hours overtime and twenty (20) minutes paid within which to eat it. The employee shall be given a thirty (30) minute lunch period and shall be paid at the applicable overtime rate if the employee works five continuous hours after the meal break referred to above.
- 5.12 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period.
- 5.13 When the provision of a meal is not practical, the employee shall receive a meal allowance of twenty (\$20.00) dollars.

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Article 6 – Wages and Pay Day

- 6.01 (a) All wages shall be paid weekly on or before 3:00 p.m. on Friday of the week following the week in which they were earned, provided the time is submitted promptly and properly by the employee. The employer shall be entitled to pay wages through electronic bank deposit, check or cash but in any case shall provide the employee with an itemized pay statement for each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereof. The statement shall also show the total wages for the pay period and the total deductions there from.
- (b) Should the employee cease to work on the scheduled payday before the normal quitting time, due to inclement weather, they shall be paid at such quitting time.
- 6.02 Board Allowance shall not be withheld by the Employer. The Board Allowance for the work week shall be paid at the end of that same week on the scheduled payday.
- 6.03 (a) Employees who are laid off shall receive their wages and record of employment slips on the same day if possible.
- (b) On out-of-town jobs, and where the payroll is not made up on the project or where the lay-off occurs at times when the payroll office of the Employer is closed, wages and record of employment slips shall be delivered by hand or mailed by registered mail within three (3) working days from date of layoff. For the purpose of this paragraph, out-of-town jobs shall mean those greater than one hundred (100) kilometers from the Employer's office.
- 6.04 When employees are laid off and have been paid in full and circumstances prevail beyond the control of the Employer that would require additional work from such employee up to eight (8) hours, the Employer shall have until noon of the next regular work day to make the payment for that portion of work available to the employee without penalty to the Employer.
- 6.05 When employees quit of their own accord or are discharged for a just cause, they shall wait until the regular payday for the wages due them but the record of employment should be mailed to the last known address of the employee that is on file with the Employer within the period set out in the law (48 hours excluding weekends and holidays).

6.06 Should it be necessary to reduce the work force on a job, the Employer shall lay off or terminate their employees in the following sequence:

- First - Non-members
- Second - Local 855 Members

6.07 When delays in payroll payment and/or issuing of itemized statements and record(s) of employment are caused by an act of God, there shall be no penalty to the Employer.

6.08 The Employer shall provide all necessary forms to be filled out by the employees before they are hired, such as TD-1 and tax exempt forms for board allowance.

6.09 Wage Increases are as follows:

December 18, 2022	3% on the Basic Hourly Wage Rate
May 1, 2023	3% on the Basic Hourly Wage Rate
May 1, 2024	3% on the Basic Hourly Wage Rate
May 1, 2025	3% on the Basic Hourly Wage Rate
May 1, 2026	3% on the Basic Hourly Wage Rate

Article 7 – Working Conditions

7.01 The Parties acknowledge that health and safety is a shared responsibility for every person participating in the workplace. The Parties acknowledge that a "safety first" culture and a healthy work environment will be the foundation of a successful workplace.

7.02 All work shall be performed in accordance with the applicable health and safety legislation and governing authority and in compliance with all Employer health and safety regulations, rules, policies, standards or procedures, a copy of which shall be provided to the Union (the "Employer Health and Safety Policies"). The Parties recognize that it is the responsibility of everyone to cooperate in the reduction of risk and exposure with the objective of eliminating accidents, health and safety hazards, and advocating observance of all safety rules, standards, procedures, regulations and policies.

7.03 The Parties acknowledge and recognize the mutual value of improving, by all proper and reasonable means, the health and safety of the employees and will cooperate to promote health and safety.

- 7.04 An Occupational Health and Safety Committee shall be established at the worksite in accordance with the applicable health and safety legislation and regulations. The frequency of meetings will be determined by the Committee itself but shall be no fewer than the number required by the *Occupational Health and Safety Act*. All employees on the Committee shall receive, without loss of earnings, all training necessary to carry out their duties.
- 7.05 The Parties agree to comply with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.
- 7.06 The Employer, the Union and bargaining unit members agree to comply with the obligation to participate in job observations and investigations.
- 7.07 The Employer, the Union and bargaining unit members, have the "Right to Know", "Right to Participate", and the "Right of Refusal". These rights are the responsibilities of all participating parties, they do not supersede existing rights as defined under applicable health and safety legislation.
- Employees have an obligation to ask questions and participate in Health, Safety and Environmental programs. Employers are obligated to provide answers when requested and training when required. If these steps have been taken and the employee still feels the work constitutes an imminent danger they may then exercise the Right of Refusal.
- 7.08 The employer agrees to make provisions for a locked place for employees to lock up personal tools.
- 7.09 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 or commission basis.

Article 8 – Holidays Paid and Unpaid

- 8.01 The holidays recognized under this Agreement are as follows:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Thanksgiving Day
Victoria Day	Boxing Day	Christmas Day
Civic Holiday (St. John's Regatta)		

- 8.02 In the event that a special national holiday is proclaimed by the Federal or Provincial Government, it is agreed that such day will automatically become part of this Agreement.

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- 8.03 It is further agreed that if the above holidays 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.
- 8.04 (a) In lieu of paid vacation, each employee shall receive nine percent (9%) percent gross weekly wages (excluding Vacation Pay).
- (b) Holiday Pay shall be at a rate of four percent (4%).
- 8.05 Employees on leave or lay-off for any reason prior to the day the Holiday is observed shall not be entitled to the pay for the day.

Article 9 – Transportation and Travel Time

- 9.01 If free board and lodging is not provided, the employee shall receive a daily Living Out Allowance (LOA) based on days worked. It is agreed that the Union will refer qualified employees in the following priority and it is also agreed that the daily Living Out Allowance (LOA) shall be:
- (a) Within the Free Zone, 0 to 49 kilometers dispatched and no compensation.
- (b) Zone 2 -- 50 to 99 kilometers one-third (1/3) prorated of the daily Living Out Allowance (LOA) per day worked or reported.
- (c) Zone 3 -- 100 to 149 kilometers two-thirds (2/3) prorated of the daily Living Out Allowance (LOA) per day worked or reported.
- (d) Zone 4 -- 150 kilometers or greater - Living Out Allowance (LOA).

The Living Out Allowance (LOA) will be; seven days a week provided the Employee completes the regular scheduled work week. If the employee does not work the regular scheduled work week the LOA reverts to days worked. (Exceptions can be made on mutual agreement due to unforeseen circumstances such as medical appointments or illness.)

On signing \$3.00 increase (\$91.00)
 May 1, 2023 \$4.00 increase (\$95.00)
 May 1, 2024 \$3.00 increase (\$98.00)

Free zones shall be described as any worksite of the employer within either: 50 kilometers from the city or town boundary in which the employer's office is situated; or 50 kilometers from the city or town boundary in which the employee permanently resides.

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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.

- 9.02 All employees employed on job sites outside both of the stated free zones shall have board and lodgings provided, if available or, they shall be compensated as follows where such costs are actually being incurred by the employee:

Upon Signing \$91.00 per Day

The address used by the employee on the last tax return filed with Canadian Revenue Agency shall be considered the determinative of whether the worksite is within 50 Kilometers of the employee's residence should there be a dispute over whether the employee is resident within a free zone.

- 9.03 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, such employees will be entitled to return transportation and travel every twenty-eight (28) calendar days thereafter. The turnaround shall be seven (7) days. For projects not accessible by road, or Labrador projects, the turnaround shall be nine (9) days, with one (1) day for travel out, seven (7) days home, and one (1) day for travel in.

- 9.04 When employees are requested by the employer to use their own vehicle for the convenience of the Employer, they shall be compensated at the rates:

Upon Signing \$0.68 per kilometer

- 9.05 Resident shall mean employees who maintain a self-contained domestic establishment which was their ordinary place of residence at which they support dependents, if any.

- 9.06 On any jobsite where camp accommodations are provided, all employees who are not within a free zone shall be provided such accommodations free of charge. If the employee wishes, they shall be compensated as provided for in Article 10.02 provided they do not access the camp accommodations and food.

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

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- 9.08 Any employee covered by this Agreement, when transferred shall be paid straight time for time spent traveling to a maximum of one regular shift for each day spent traveling and in addition shall be provided with free transportation and free board and lodgings while being transferred.
- 9.09 If an employee is requested to travel by any means other than their own vehicle, they shall receive the cost of transportation to and from each airport, the air fare and their regular rate of pay for actual time involved in travelling to the job site, going to the job to a maximum of eight (8) hours pay and provided the employee remains on the job until their termination or at least twenty-eight (28) days worked whichever is less.
- Employees are expected to share the expense of ground transportation where possible. In the event the employee leaves of their own accord or is discharged for just cause before the expiration of twenty-eight (28) days employment, the cost of their bus, train, airfare or car mileage on the way in (or the way out, if paid) shall be deducted from any final payments owing to the employee.
- 9.10 If board and lodging is greater than the maximum received by the employee, the Employer shall pay the full cost based on actual use and verified payout for the board and lodging.
- 9.11 Turn around list shall be posted one (1) week prior to turn around.
- 9.12 In Labrador, the Employer will provide transportation from the camp or boarding house to the job site and return.
- 9.13 On regular scheduled turnarounds, employees shall be paid travel time only on return travel up to a maximum eight (8) hours straight time pay.

Article 10 – Reporting Time

- 10.01 When an employee on a job or project reports as usual for work but is unable to start work because of circumstances beyond their control, they shall be paid two (2) hours reporting at the rate of pay.
- 10.02 If an employee reports for work on two consecutive occasions, but does not commence work, they shall, at their option, be entitled to layoff.

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Article 11 – Management Rights

- 11.01 The Union agrees that it is the exclusive function of the Company to
- (a) conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
 - (b) hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline Employees, provided that a claim by an Employee that they have been suspended, disciplined or discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.
 - (c) make, alter from time to time, and enforce reasonable rules of conduct, and procedures to be observed by the Employees.
- It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 11.02 The Employer recognizes that the Employee, through the Union, has recourse to the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of their Agreement.
- 11.03 The union recognizes that the Employer has recourse to the grievance and arbitration procedure if the Employer feels that the Union has violated or is challenging an interpretation or application of the Agreement by the Employer outside of the grievance procedure or failing to avail of that procedure.

Article 12 – Foreperson, General Foreperson

- 12.01 On all Industrial Projects there shall be Working Foreperson only. After one (1) Employee hired, a Working Foreperson shall be required to direct and supervise the crew up to a maximum of eight (8) employees. Thereafter, there shall be an additional Working Foreperson for each eight (8) employees.

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It is understood that Working Foreperson requires them to be non-working at times in the performance of their duties.

The Working Foreperson shall receive a premium of \$2.75 per hour over the hourly rate of the highest Teamster classification under their supervision.

- 12.02 General Foreperson: Where the employer employs two (2) or more Working Forepersons on any one shift, they shall appoint a General Foreperson who shall receive \$3.50 per hour over the hourly rate of the highest Teamster classification under their supervision.
- 12.03 When a Dispatcher is required, they shall have the authority to direct workers. The Dispatcher will receive \$2.00 over the highest wage group they are dispatching for.
- 12.04 Classifications five and six and seven are excluded from the Working Foreperson, Foreperson, and General Foreperson premium calculations.

Article 13 – Health, Safety, Tools, and Equipment

- 13.01 Employer and Employees shall become familiar with their respective duties, obligations and responsibilities under the province's Occupational Health and Safety Act.
- 13.02 Sanitary facilities and fresh water will be provided by the employer.
- 13.03 The Employer will make available, without cost, safety hats, rain coats, rubber boots, safety goggles, work gloves and coveralls for the use of Employees. The Employee will sign for such equipment supplied by the Employer and authorize deductions of the cost from their wages if they do 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 14 – Access to the Job Site

- 14.01 Business Representatives of the Local 855 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 the Employer's job site management.

Article 15 – Union Representation and Shop Steward

- 15.01 The Employer acknowledges the right of the Union to appoint shop stewards on each job.
- 15.02 The union shall appoint one (1) chief steward and one (1) alternate per shift.
- 15.03 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.
- 15.04 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 16:02.
- 15.05 The shop steward shall not be discriminated against or dismissed, except for just cause, until such dismissal (other than for cause) is discussed with the Business Manager or their agent or a member of the Union executive. In the event of a reduction in the workforce, the steward shall be the last laid off providing they are qualified to perform the work remaining to be done by the reduced workforce. In the event of temporary layoff of all Employees from a particular job (less than two weeks) the union steward shall be the first person to be rehired.
- 15.06 Where possible, the steward shall be part of all overtime workforce and shall be part of the workforce remaining to do any extras obtained by the Employer on that particular job site if qualified and able to do the required work.
- 15.07 The shop steward shall be permitted the necessary time off for the processing of a grievance through the grievance procedure provided this does not interfere with their normal day's work. The shop steward shall obtain permission from their immediate superior or the manager prior to the commencement of their union duties.

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15.08 Provision shall be made by the Employer for a bulletin board at the Employer's head office 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 Union officials. Notices shall only be removed under the same authority.

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

Article 16 – Grievance Procedure

16.01 Interpretation: A grievance is any matter relating to or involving:

The interpretation, meaning, application or administration of the provisions of the Collective Agreement; a violation or an alleged violation of the Collective Agreement.

A question whether a matter is arbitrable may be the subject of a grievance.

16.02 Procedure:

- (1) 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.
- (2) The grievance must be filed and discussed with the Employer's authorized official or their representative on the work site.
- (3) Failing settlement with the authorized official or their representative on the work site, the grievance shall be settled in the manner provided by arbitration pursuant to the Labour Relations Act.
- (4) 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 as designated under the Labour Relations Act to appoint one. Either party

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may refer the matter to a three (3) person Arbitration Board as stipulated in the Labour Relations Act.

Article 17 – Arbitration

- 17.01 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 therewith.

Article 18 – Subcontractors

- 18.01 A sub-contractor is a person or contractor who performs work on behalf of the Employer which if done by the employer would come under the terms and conditions of this agreement.
- 18.02 No employer shall sub-contract or assign any work described herein to any contractor or sub-contractor who is not signatory to this Agreement provided that there are other signatory contractors to this Agreement which have quoted or bid on the work and that the quote or bid provided to the Employer is within 5% of any other competitive quote or bid received that the Employer is prepared to accept.
- 18.03 Unionized subcontractors who obtain work under this arrangement shall notify the Union, before commencing work on the job of the names of the employees to be employed on the job. The Employer agrees to advise the subcontractor of this requirement prior to the commencement of the work.

Article 19 – Strikes and Lockouts

- 19.01 During the life of this Agreement, there shall be no strikes, lockouts, slowdowns or stoppage of work.

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Article 20 – Saving Clause

- 20.01 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.
- 20.02 The remaining part or provisions shall remain in full force and effect.

Article 21– Benefit and Pension Plan

- 21.01 The parties hereto agree to the Teamsters Union Local 855 plan as follows:
- The Employer shall make contributions at the rate specified in Appendix B for each hour earned for the Benefit Plan and for each hour earned for the Pension Plan. 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 contributions were made.
- Neither the Union nor the Association shall incur any legal liability with regard to claims arising from the Benefit Plan.
- 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.
- The Trust Document under which the Fund is controlled shall provide for equal Employer and Union Trustees in number and power.
- The Benefit Plan shall be professionally administered.
- Each Employer shall sign a Participation Agreement as approved by the Trustees.

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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.

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.

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.

- 21.02 When an employee reaches the age of 71, an amount equal to the pension contribution rate shall be paid by the employer to the employee in the form of wages.

Article 22 – Industry Fund – Stabilization Fund

- 22.01 (a) Industry Fund - The employer shall make contributions at the rate specified in Appendix B per hour worked to the Newfoundland Construction Industry Fund; thirty cents (\$0.30) to the Construction Labour Relations Association of NL Inc. (CLRA) and thirty cents (\$0.30) to Trades NL. 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. 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.
- 22.01 (b) 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

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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 23 – Advancement and Building Fund

- 23.01 The Employer shall make contributions at the rate specified in Appendix B per hour for each our worked by each employee into the Teamsters Union Local 855 Advancement and Building Fund.
- 23.02 The Employer shall, not later than the fifteenth (15th) day of each month, submit Advancement and Building Funds for the previous month to the Teamsters Office. The remittance(s) must be accompanied by a report showing each employee's name, Social Insurance Number, hours worked and amount of the contribution.

Article 24 – Preservation of Work

- 24.01 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.
- 24.02 All charges or violations of 25:01 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 17 & 18 of this Agreement. As a remedy for violations of this section, the arbitrator (or arbitration board) provided for in Article 17 & 18 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

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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 25 – Bereavement Leave

- 25.01 (a) The Employer shall pay up to three (3) consecutive days funeral leave to any employee who suffers the loss of a member of their immediate family (parents, spouse, children, brothers, sisters, step-brothers, step-sisters, step-children, father-in-law, mother-in-law and grandchildren).
- (b) One day of bereavement granted for funeral leave who suffers the loss of grandparents.
- 25.02 Such leave shall not be made for the time that would not normally have been worked by the employee nor for time which did not include the day of the funeral and under no circumstances will pay be granted for overtime missed as a result of the absence.

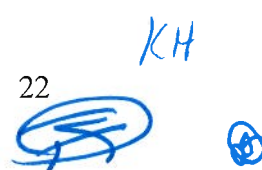
Article 26 Training – Records Book

- 26.01 Each member shall carry documentation pertaining to their class of licence, endorsements, certifications, and/or tickets, and provide upon request the said documentation(s) to the employer and the Local Union.

Article 27 Enabling Clause

- 27.01 Where a particular article or articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual consent of the Union and the Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either Grievance or Arbitration.

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Article 28 – Duration of Agreement

28.01 This Agreement shall be effective from December 14, 2022 and shall remain in effect until April 30, 2027 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.

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Signature Page

Signed on the 14th day of December, 2022, in the province of Newfoundland and Labrador.

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




George Dalton




Terry French

FOR THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 855



Keith Hollahan



Roger Spracklin



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Appendix A Classifications

Group 1

Heavy Trucks as described and identified with our International jurisdiction and provided to any signature contractor.

Group 2

Dual Axle as described and identified with our International jurisdiction and provided to any signature contractor.

Group 3

Single Axle as described and identified with our International jurisdiction and provided to any signature contractor.

Group 4

Warehousing as described and identified with our International jurisdiction and provided to any signature contractor.

Warehouse apprentice rates shall be as listed below:

- (a) 70% of the warehouse person's current hourly rate for hours worked from 0 - 1000;
- (b) 80% of the warehouse person's current hourly rate for hours worked from 1001 - 2000;
- (c) 90% of the warehouse person's current hourly rate for hours worked from 2001 - 3000;
- (d) 100% of the warehouse person's current hourly rate for hours worked in excess of 3000 hours.

Group 5

Primary Care Paramedic, Emergency Response Team (Firefighters, High Angle/ Confined space Rescue) and Chief Mates

Group 6

Registered Nurses, Marine Engineers

Group 7

Nurse practitioners, Marine Captains

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Appendix B
Commercial and Industrial Wage Rates

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Appendix B - Wage Rates

CLRA and Teamsters Local 855 Collective Agreement 2022-2027 - Industrial Wages Effective December 18, 2022

Trade Classification (Group)	Basic Hourly Rate	Vacation Pay 9%	Holiday Pay 4%	Health & Welfare Benefit	Pension Plan	Building Fund	Adv. and Training	Family Assistance Program	Industry Fund NLBCTC	Industry Fund CLRA	Rate Stab. Fund	Gross Hourly Package
Group 1 (Heavy Trucks)	\$ 37.43	\$ 3.37	\$ 1.50	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 51.50
Group 2 (Dual Axle)	\$ 37.22	\$ 3.35	\$ 1.49	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 51.26
Group 3 (Single Axle)	\$ 36.99	\$ 3.33	\$ 1.48	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 51.00
Group 4 (Warehouse)	\$ 37.43	\$ 3.37	\$ 1.50	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 51.50
Group 4 Warehouse Apprentice												
0 - 1000 Hours 70%	\$ 26.20	\$ 2.36	\$ 1.05	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 38.81
1001 - 2000 Hours 80%	\$ 29.94	\$ 2.69	\$ 1.20	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 43.03
2001 - 3000 Hours 90%	\$ 33.69	\$ 3.03	\$ 1.35	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 47.27
Above 3000 Hours 100%	\$ 37.43	\$ 3.37	\$ 1.50	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 51.50
Group 5 (PCP - ERT - Chief Mate)	\$ 44.96	\$ 4.05	\$ 1.80	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 60.00
Group 6 (RN - Marine Engineer)	\$ 51.32	\$ 4.62	\$ 2.05	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 67.19
Group 7 (Nurse Practitioner - Marine Captain)	\$ 56.16	\$ 5.05	\$ 2.25	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 72.66

CLRA and Teamsters Local 855 Collective Agreement 2022-2027 - Commercial Wages Effective December 18, 2022

Trade Classification (Group)	Basic Hourly Rate	Vacation Pay 9%	Holiday Pay 4%	Health & Welfare Benefit	Pension Plan	Building Fund	Adv. and Training	Extended Health	Industry Fund NLBCTC	Industry Fund CLRA	Rate Stab. Fund	Gross Hourly Package
Group 1 (Heavy Trucks)	\$ 31.66	\$ 2.85	\$ 1.27	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.98
Group 2 (Dual Axle)	\$ 31.45	\$ 2.83	\$ 1.26	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.74
Group 3 (Single Axle)	\$ 31.18	\$ 2.81	\$ 1.25	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.43
Group 4 (Warehouse)	\$ 31.65	\$ 2.85	\$ 1.27	\$ 1.85	\$ 5.00	\$ 0.15	\$ 0.50	\$ 0.10	\$ 0.30	\$ 0.30	\$ 1.00	\$ 44.96