

COLLECTIVE AGREEMENT

Between

Muskrat Falls Employers' Association Inc.

and

**Resource Development Trades Council
of Newfoundland and Labrador**

for the Construction of

The Lower Churchill Hydroelectric Generation Project

At Muskrat Falls on the Lower Churchill River

Newfoundland and Labrador

May 2012 – 2017

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Article 1 **Purpose**

1.01 The purpose of this Special Project Collective Agreement (“Agreement”) is to establish certain terms and conditions of employment for workers employed by Contractors for the construction of the Lower Churchill Hydroelectric Generation Project (“Project”). The Parties jointly recognize that this is Newfoundland and Labrador’s Project and is of immense importance to the Provincial Energy Plan in bringing clean, renewable energy to Atlantic Canada, under the following common vision.

“Our vision is to build a strong economic future for successive generations of Newfoundlanders and Labradorians.”

1.02 The Parties agree to work collaboratively, to support positive labour relations and ensure that issues are dealt with in a timely manner. This Agreement will facilitate the Parties’ relentless commitment to safety, a respectful work environment, positive labour relations and high productivity.

1.03 This Agreement will facilitate the participation of qualified Labrador Innu, residents of Newfoundland and Labrador, women and members of other disadvantaged groups.

1.04 This Agreement and its constituent Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement shall constitute a Collective Agreement for the purposes of a Special Project Order to be declared under Section 70 of the Labour Relations Act when executed by the Parties and shall be administered as such. The terms of this Agreement, including all Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement shall take precedence over any existing or future union contracts or agreements entered into by any union. In the event that a conflict exists between Article 1 to Article 38 of this Agreement and the Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement (“Supplementary Attachments”) to this Agreement, the applicable Article in the Agreement shall prevail.

Article 2 **Parties**

2.01 The Parties to this Agreement shall be those listed in Articles 2.01(a), 2.01(b) and those Unions listed in Article 2.01(b) (i) to (xvii) that negotiate a Trade Appendix as per Article 2.01(2) below.

- a) Muskrat Falls Employers’ Association Inc.
- b) Resource Development Trades Council of Newfoundland and Labrador on behalf of the following signatory departments and unions:
 - i) The Canadian Office of the Building and Construction Trades Department, AFL-CIO
 - ii) United Brotherhood of Carpenters and Joiners of America and Carpenters Local Union 579

- iii) International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
 - iv) Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
 - v) International Union of Operating Engineers and Local Union 904
 - vi) The International Brotherhood of Teamsters and Local Union 855
 - vii) Hotel Employees and Restaurant Employees International Union and Local Union 779
 - viii) International Association of Heat and Frost Insulators and Allied Workers, Local Union 137
 - ix) International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and Local Union 203
 - x) International Union of Bricklayers and Allied Craftworkers and Local Union 1
 - xi) Brotherhood of Carpenters and Joiners of America and Millwrights Local Union 1009
 - xii) International Union of Painters and Allied Trades and Local Union 1984
 - xiii) United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada, and Local Union 740
 - xiv) Sheet Metal Workers' International Association and Local Union 512
 - xv) International Brotherhood of Electrical Workers and Local Union 2330
 - xvi) International Brotherhood of Electrical Workers and Local Union 1620
 - xvii) International Union of Elevator Constructors and Local Union 125 A
- c) Any Union listed in Article 2.01(b) may become a signatory to this Agreement subject to negotiating a Trade Appendix. The financial parameters of such Trade Appendix shall not be the subject of negotiations as all financial terms and conditions will be contained in the main body of the Agreement, with the exception of premiums that are Trade-specific.

Article 3 Definitions

3.01 The following definitions apply to this Agreement:

- a) "Association" means the Muskrat Falls Employers' Association Inc. representing Contractors performing Special Project work at the Site.
- b) "Benefits Strategy" means Lower Churchill Construction Project Benefits Strategy as established or may be amended from time to time by the Government of Newfoundland and Labrador.
- c) "Commissioning" includes work required to calibrate and test equipment, processes, systems and/or facilities prior to turning a piece of equipment or a portion of the plant over to the operations team responsible for start-up and operating the plant.
- d) "Contractor" or "Employer" means any Contractor engaged by the Owner or any subcontractor engaged by the Owner or the EPCM on behalf of the Owner, or any subcontractor engaged by a Contractor, to carry out Special Project work at the Site, but does not include the Owner or the Owner's agent or EPCM carrying out engineering, purchasing and construction management work.
- e) "Council of Unions" means the Resource Development Trades Council of Newfoundland and Labrador comprised of trade unions as listed in Article 2 of this Agreement.
- f) "EPCM" means the Owner's Engineering Procurement Construction Management Company(s) as may be designated from time to time.
- g) "Labrador Resident" means a Canadian or landed immigrant who has his/her principal residence in Labrador or meets the requirement of the Elections Act, 1991, S.N.L. 1992 c. E-3.1 as amended from time to time. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or MCP number.
- h) "Lower Churchill Project" or "Project" means Special Project work performed for Contractors by employees represented by the Council of Unions at the Site for the purpose of constructing hydroelectric generating installations and related facilities for the Project in the Province of Newfoundland and Labrador.
- i) "Owner" means Nalcor Energy or any successor or nominee entity.
- j) "Party" or "Parties" means the Party or Parties to this Agreement, namely the Association and the Council of Unions.
- k) "Principal Residence" means the place where the worker maintains a self-contained domestic establishment where he/she ordinarily resides; that is, a dwelling, house or similar place of residence where a person generally eats and sleeps.

- l) "Provincial Resident" means a Canadian or landed immigrant who has his/her principal residence in Newfoundland or Labrador or meets the requirement of the Elections Act, 1991, S.N.L. 1992 c. E-3.1 as amended from time to time. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or MCP number.
- m) "Site" means the geographical description and/or scope of work described on Schedule "A".
- n) "Special Project Work" means special project work as defined by the *Labour Relations Act* of Newfoundland and Labrador as amended from time to time.
- o) "TFW" means temporary foreign workers, being workers or prospective workers who are not citizens or permanent residents of Canada.
- p) "Work" means construction work as defined under the *Labour Relations Act* of Newfoundland and Labrador for the Lower Churchill Hydroelectric Generation Project carried out for contractors at the site by workers represented by the Union.
- q) "Work Schedule" means the repetitive cycle of scheduled work days and of scheduled days of rest to which a worker may be assigned by the Contractor.

Article 4 Scope and Recognition

- 4.01 The Association hereby recognizes the Council of Unions as the sole and exclusive bargaining agent for the Union employees of the Contractors as described in the classifications set out in the Trade Appendices attached hereto as [Schedule "D"] engaged in construction work at the Site. The Council of Unions shall represent its member Unions and all employees within the scope of this Agreement in all matters relative to this Agreement.
- 4.02 The Council of Unions hereby recognizes the Association as the sole and exclusive bargaining agent for all Contractors engaged in the construction of the Lower Churchill Project at the Site. All Contractors engaged in construction of the Lower Churchill Project at the Site and having employees working within the scope of this Agreement shall be required, as a condition of contract award, to become members of the Association and to observe the terms and conditions of this Agreement.
- 4.03 This Agreement is limited to the Site, designated offsite quarries and transport of these aggregate and till materials between designated quarries and the Site. Commitments under this Agreement do not in any way create bargaining rights or obligations for Contractor employees not on the Site, nor shall such commitments be the basis of support for creation of rights or obligations off the Site.

- 4.04 This Agreement does not apply to:
- a) Construction Trades Supervisors above the rank of General Foreperson, those employees excluded under the *Labour Relations Act* of Newfoundland and Labrador, office staff employed in a confidential capacity relating to labour relations, engineering, technical and drafting personnel, lab technicians, and quality control and visual inspectors excepting those normally employed by the Quality Control Council of Canada as is set out in the appendices attached hereto of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and Local Union 203 and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada Local Union 740.
 - b) This Agreement does not apply to any scope of work which falls under a different special project order issued pursuant to Section 70 of the *Labour Relations Act* as referenced in Schedule "A.2".
- 4.05 It is understood and agreed by the Parties hereto that no bargaining relationship is created or will be created at any time during the term of this Agreement or any extension of the term of this Agreement between the Owner, or the Owner's Engineering Procurement Construction Management ("EPCM"), or their subsidiaries and affiliates and their successors (unless such subsidiaries, affiliates or successors of the EPCM directly hire members of the Council of Unions to work on the Site in which case this Agreement shall apply) and a local union, the Council of Unions, or any affiliate of the Council of Unions, by voluntary recognition or by action of law pursuant to the *Labour Relations Act* of the Province of Newfoundland and Labrador or by any other means. Accordingly this Agreement does not apply to the Owner or EPCM, their subsidiaries, affiliates and their successors or to the employees of any of the aforementioned. Accordingly, an arbitrator shall have no authority or jurisdiction to make any order or award any remedy against the Owner or the EPCM, their successors, affiliate and their successors or to any employees of the aforementioned, save and except where those employees have been hired directly by the EPCM as is provided for above.
- 4.06 The Association shall designate, in writing, one or more Site representatives with full authority to administer the terms of this Agreement. The Council of Unions agrees to recognize said representatives and their authority to carry out those duties. There shall be at least one Association Site Representative as an ex-officio member of all joint committees. Should the Association change any of its designated Site representatives, it shall inform the Council of Unions of such change in writing.
- 4.07 The Council of Unions shall designate one or more Site representatives, in writing, with full authority to administer the terms of this Agreement. The Association agrees to recognize said representatives and their authority to carry out their duties. There shall be at least one Council of Unions Site Representative as an ex officio member of all joint committees. Should the Council of Unions change any of its designated Site representatives, it shall inform the Association of such change in writing. The Council of Unions shall be provided an appropriate office at the Site to be shared by the Council of Unions' Site Representative(s).

- 4.08 The Association, the Contractor(s), the Council of Unions, the Union(s) and employee(s) shall not seek to agree, or agree on any matter, within the scope of this Agreement or as to the interpretation of this Agreement or application of this Agreement except as provided in this Article. Only the Association and the Council of Unions may, by written agreement signed by the duly authorized representative of each Party, amend the terms of this Agreement or enter into any agreement as to the interpretation or application of this Agreement. This Article does not extend to the exercise of practical labour relations between the Contractor(s) and the Council of Unions on a day-to-day basis provided that the exercise of practical labour relations does not contravene this Article or Agreement.
- 4.09 The Unions who are members of the Council of Unions jointly and severally agree with the Association and with each other to maintain the Council of Unions and they hereby delegate to the Council of Unions their rights as bargaining agents for all members of their respective Unions who come within the scope of this Agreement, and they agree during the term thereof, not to seek to bargain individually with the Association or any Contractor and to be governed exclusively by the terms of this Agreement and by all lawful settlements of disputes, grievances and differences made pursuant to the terms of this Agreement.
- 4.10 The Parties agree that the Innu Liaison position is not a representative of the Union, Contractors, or Association and is not included in the bargaining unit.

Article 5 Management Rights

- 5.01 The Contractors retain full and exclusive authority for the management of their business and to exercise such rights, subject to the provisions of this Agreement. In addition to the rights of the Contractors set forth in this Agreement, the Contractors shall retain all rights of management.
- 5.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Contractors:
- a) to determine qualifications, skills, abilities and competency of employees;
 - b) to determine workforce requirements, including the required number of employees;
 - c) to hire, transfer, select, assign work, monitor and manage productivity, promote, demote, lay off, discipline and discharge employees for just cause and to increase or decrease the workforce from time to time;
 - d) to determine job content, materials to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, the location work is to occur and the scheduling of work; and
 - e) to establish, implement, monitor and enforce policies, procedures, rules, regulations and standards to be observed by employees, and non-compliance

may involve discipline, including dismissal, which discipline or dismissal is subject to the grievance and arbitration process under this Agreement.

- 5.03 This Article is subject to the grievance and arbitration process as per Article 15.01 of this Agreement.

Article 6 Union Security

- 6.01 The Contractor shall not discriminate against any employee by reason of membership in a Union;
- a) Every worker who is a member or becomes a member of a Union shall maintain his/her membership in a Union as a condition of employment;
 - b) Every new worker, including, but not limited to, Labrador Innu, residents of Labrador, residents of the Province and TFWs, shall be given the option to make application to become a member in a Union; however, they are required to pay union dues and assessments as a condition of employment;
 - c) The deductions for union dues, field dues, initiation fees, permit fees and/or all other assessments shall be authorized by any worker covered by this Agreement. Any worker who refuses or neglects to sign the appropriate forms or who revokes the authorization or who resigns membership in the Union will be deemed to have forfeited his/her right for employment on the Project and will be deemed to have voluntarily resigned; and
 - d) A person shall be deemed to be in good standing with the Union for the purposes of compliance with Article 6.01(c) above if he/she has paid the one time permit fee. The person shall authorize deduction of union dues and assessments notwithstanding the fact that that person has not joined the Union.
- 6.02 The Contractor agrees to deduct monthly union dues from all employees covered by this Agreement as a condition of employment. Union dues as defined herein shall include field dues or permit fees if applicable. When remitting union dues, the Contractor shall provide the names, SIN and classification of the employees from whose pay such deductions have been made.
- 6.03 The Contractor further agrees to deduct from all employees such union dues, assessments and/or all initiation fees as evidenced by a signed authorization from employees and to forward such monies to the appropriate Unions as provided for in Article 6.04.
- 6.04 The Contractor shall deduct, as notified by the Union, such union dues or back dues from the employee's first paycheque of each month and/or if applicable, from the employee's final paycheque upon termination and forward such monies on or before the fifteenth (15th) day of the following month to the appropriate Union.

- 6.05 Initiation fees or permit fees will be deducted from an employee's pay in equal amounts over a period of three (3) pay periods, or such longer time as directed by the Union. Initiation fees, union dues, assessments, permit fees and other fees or costs related to the Union must be reasonable and will be no more than the average charged by other affiliated unions in other areas of Canada.
- 6.06 Qualified Newfoundlanders and Labradorians or other qualified persons have the option to make application for membership to the appropriate Union that such person has the necessary qualifications to join. Access to Union membership for such non-union members will be enabled through the ongoing and expeditious review of membership, which shall occur at least monthly.
- 6.07 International representatives, Union managers or agents, designated in writing by the Council of Unions, may have access to Site, subject to Site policies, procedures, standards or regulations applicable to the Site. Prior arrangements for access to Site will be made with the Council of Unions Site Representative through the Association Site Representative, and in no case shall such visit interfere with the progress of work. The Association shall be given reasonable notice of a Site visit.

Article 7 Hiring Provisions

- 7.01 The Parties agree that creating a sustainable and flexible workforce will benefit the Council of Unions and ensure there is a significant workforce in Newfoundland and Labrador with the ability to obtain workers from Atlantic Canada and other parts of Canada to support Project construction
- 7.02 The Parties agree to ensure compliance with the Gender Equity and Diversity obligations regarding hiring of females and persons from underrepresented groups as specified by the Benefits Strategy or any employment equity plan that may be applicable to the hiring of qualified Labrador Innu, to be hired or referred in the following order of priority:
- i) Qualified Labrador Innu;
 - ii) Qualified residents of Labrador; and
 - iii) Qualified residents of Newfoundland.
- 7.03 In order to meet the obligations applicable to the hiring and retention of qualified Labrador Innu and obligations contained within the Benefits Strategy, the Parties agree that all Project partners, including the Association, its Contractor members, the Council of Unions and its Union members will work proactively and progressively to advance the participation and integration in the areas of employment, training and apprenticeship for all employees/groups under Article 7.02 above.
- 7.04 After employment priority is given with the obligations contained in Articles 7.02 and 7.03, the Parties are committed to work cooperatively to identify, recruit, refer and hire workers in the following order of priority:
- a) Qualified Canadian workers who are members of affiliated Unions;

- b) Qualified Canadian workers;
- c) Qualified legal residents of the United States of America, who are members of Unions affiliated with the Council of Unions and who are authorized to enter and work in Canada; and
- d) Other qualified non-Canadian workers who are authorized to enter and work in Canada.

7.05 The Parties agree that should Temporary Foreign Workers be required for employment on the Project, the following will apply:

- a) Temporary Foreign Workers employed by Contractor(s) on Site shall be permitted mobility from one Contractor on Site to another Contractor on Site should another Contractor on Site require the services of such Temporary Foreign Worker, provided there are no qualified Newfoundland and Labradorian workers or qualified Canadian workers available at the time of hire or transfer.
- b) Temporary Foreign Workers, if required, will be initially accessed from affiliate American unions, and if such unions cannot supply Temporary Foreign Workers in a reasonable timeframe, such Temporary Foreign Workers may then be accessed from other sources.
- c) Temporary Foreign Workers will be subject to the same financial package and other terms and conditions of this Agreement as Newfoundland and Labrador workers, with the exception of, if necessary, adjustment to the financial allocation of benefits, provided there is no change to the gross hourly package. Such adjustments shall be agreed upon with the applicable Local Union, and such Local Union will not unreasonably withhold their consent.

7.06 The Council of Unions and member Unions will fully cooperate in the Temporary Foreign Worker application process, including the execution of any documents that are reasonably necessary to support an application for utilization of Temporary Foreign Workers to Human Resources and Skills Development Canada or any other regulatory agency. All costs associated with Temporary Foreign Worker applications will be paid by the Association and/or Contractor(s).

7.07 The Parties agree to adhere to the following hiring procedure:

- a) Each Contractor may name hire or select all forepersons and general forepersons from the Union's out-of-work list;
- b) All workers name hired, selected or referred shall be from the appropriate Union's out-of-work list; for those Innu referenced in Article 7.02 there is no requirement for them to be on the out-of-work list;
- c) The first worker shall be appointed by the Union who may be appointed as the Shop Steward, with the next five (5) workers being name hired or selected by the Contractor from the Union's out-of-work list and the next five (5) workers being referred by the Union;

- d) All remaining hires shall be dispatched on a fifty/fifty (50/50) basis with the Contractor selecting the first worker and the Union referring the next and so on thereafter. The Shop Steward(s) will be appointed from the Union's referrals;
 - e)
 - i) All hiring will be done through the Union office, and no one will be employed unless they are in possession of a referral slip from the Union office, which must be presented and approved by a Council of Unions Site Representative and/or Shop Steward prior to commencing work unless provided otherwise in this Agreement.
 - ii) In the event that a prospective worker is given a dispatch slip and has completed the reasonable requirements for hire, they shall report to work as soon as practicable. In the event the Contractor is not ready to engage the prospective worker within fourteen (14) days of the dispatch, the worker may return the dispatch slip and become available to other Contractors.
- 7.08 a) The Parties agree that highly qualified supervision is fundamental to the success of the Project, therefore the following will apply:
- i) Foreperson and general foreperson will be selected or name hired after having received pre-employment multi-faceted training, including but not limited to safety, cultural sensitivity, respectful workplace, labour relations dispute resolution pursuant to the Agreement and productivity;
 - ii) Foreperson and general foreperson may also be selected or name hired from a group that have not received training described in Article 7.08 a) i) in which case such foreperson or general foreperson shall receive the training set out in paragraph 7.08 a) i) above within a reasonable period of time after being hired;
 - iii) The Contractor may promote a journeyperson to the position of foreperson or general foreperson. Within a reasonable time after the appointment, such foreperson or general foreperson shall receive the training set out in Article 7.08 a) i) above;
 - iv) The designation and determination of the number of forepersons and general forepersons is the responsibility of the Contractor. The average ratio of workers to forepersons shall be 10:1 and the average ratio of forepersons and working forepersons to general forepersons shall be 3:1 (with the general forepersons having an average of one (1) working foreperson per general foreperson). The foreperson may be a working foreperson and use the tools of the trade as determined by the Contractor provided the ratio of working forepersons to workers on a crew does not exceed three (3) workers to one working foreperson unless the Trade Appendices provides a higher ratio; and
 - v) The selection of forepersons and general forepersons must be in alignment with the Benefits Strategy and Gender Equity and Diversity

- objectives established in consultation with the Province and Article 7.02 a).
- b) The Parties agree that it is fundamental to the success of the Project to have highly qualified trained employees, and accordingly agree to the following:
 - i) Workers will be selected or name hired by the Contractor and/or referred by the Union from a group of workers that have received pre-employment multifaceted orientation and training, including Site and collective agreement orientation, safety, environment, cultural and gender sensitivity, respectful workplace and productivity, as is set out above in 7.08 a), so that such employees have the skills and tools to succeed; and
 - ii) In the event that no qualified workers described in 7.08 b) i) are available, workers may be selected or name hired from a group that have not received the pre-employment orientation and training. In which case, such workers shall receive the orientation and training prior to commencing work on the Site.
 - c) The Parties will collaborate to identify and access available funding for the purposes of developing and delivering pre-employment training as contemplated by 7.08 a) i) and 7.08 b) i). In the event that funding is not available to cover the full cost, any financial shortfall will be the responsibility of the Association and/or Contractor. The Council of Unions members may contribute resources to assist in these important training initiatives and will be reimbursed on a cost basis.
- 7.09 If the Union is unable to supply the workers required within seventy-two (72) hours or such other time as may be initially agreed by the Association and the Council of Unions, from the date requested, exclusive of Saturdays, Sundays and holidays, the Contractor may hire from other sources. Each worker hired from other sources will be governed by the terms and conditions of this Agreement and shall be represented by the Union and pay initiation fees, dues and other assessments upon and after hiring as per Article 6.
- 7.10 The Council of Unions recognizes the Contractor's right to evaluate all persons to determine their level of competency, qualifications and physical and medical fitness to perform the required work.
- 7.11 Once employed on the Site, an employee, subject to Contractor's approval, shall be permitted mobility from contract job to another contract job within the Site as long as they continue on the payroll of the same Contractor without interruption of earnings at or about the time of change
- 7.12 Once an employee working on the Site resigns his/her employment with a Contractor, such employee will not be permitted to work on the Site for sixty (60) days from the date such employee ceased to be employed, unless the sixty (60) days is waived by the Association in consultation with the Council of Unions.
- 7.13 In the event that an employee is terminated or suspended for cause, such employee will not be name hired, selected or referred to the Site, except by agreement of the Parties or in the event the termination is set aside and a lesser penalty is imposed or the

suspension has been served. After any suspension imposed or upheld is served, such employee may be name hired, selected or referred to the Site.

Article 8 Access & Deliveries to Site

- 8.01 Except as otherwise provided herein, vehicles transporting or delivering persons, equipment, materials, modules, goods and supplies to and from the Site, which are not operated by members of the Council of Unions, shall be permitted to make one drop or pick up on the Site.

Any module, or materials transported to the Site requiring specialized delivery equipment (i.e Mammoet heavy hauler) may be delivered from its point of disembarkation to its point of installation by personnel who are not members of the Council of Unions.

Batch plants, rock crushers and quarry operations on Site or at Designated Quarries shall be covered by the terms of this Agreement. If concrete is required prior to this, deliveries will be made to the points of installation by personnel who may not be members of the Council of Unions. If the capacity of the batch plant(s) operation on Site cannot supply the required concrete in a timely fashion, or in the case of breakdown of the plant(s), or other circumstances outside the control of the Contractor, concrete deliveries may be made to points of installation on an as needed basis only, by personnel who may not be members of the Council of Unions.

All truck transportation of aggregate, till, materials and spoil, for the Site or between the Site and Designated Quarries is under the terms of the Agreement.

- 8.02 There shall be a fuel depot established on Site as soon as is practicable. Once the fuel depot is established, fueling will be done from a fuel truck operated under the terms of this Agreement. However, during the early works and prior to the installation of a fuel depot, transporting of fuel and fuelling of vehicles and equipment on Site may be done by employees of a fuel supplier, but such employees shall become members of the Council of Unions and receive the wages and terms of employment in this Agreement.
- 8.03 In order to maintain the validity of a factory warranty, and where it is not practicable to have bargaining unit employees perform the work on any equipment on Site, then the work may be performed by qualified person(s) who are not members of the Council of Unions including vendor representatives where a second or more worker(s) is required they shall be from the bargaining unit.
- 8.04 Repair work on any equipment on Site where bargaining unit employees do not have the skill, expertise or equipment to perform such work efficiently, the Contractor, in consultation with the Union, may have the repair work performed by persons who are not members of the Council of Unions, with the assistance of the bargaining unit members, if required.

Article 9 Security and Site Regulations

- 9.01 Subject to the provisions of this Agreement, the Association and Contractor(s) may initiate appropriate measures including the establishment of rules, policies, procedures, standards and regulations to safeguard the Site or a portion of the Site or the area of the Site controlled by the Contractor(s), and to govern the behaviour and conduct of all persons therein.
- 9.02 The Council of Unions hereby agrees that their members employed on the Project shall observe security procedures, rules, standards and regulations instituted including, but not limited to, identification of personal identity, the recording of the time of any persons entering or leaving the Site, and the search of any vehicles, packages and/or personal baggage, including lunch boxes, entering or leaving the Site.
- 9.03 This Article is subject to the grievance and arbitration process as per Article 15.01 of this Agreement.

Article 10 Health and Safety

- 10.01 The Parties acknowledge that health and safety is a shared responsibility for every person participating in the Lower Churchill Project. Both Parties acknowledge that a safety first culture and a healthy work environment will be the foundation of a successful Lower Churchill Project.
- 10.02 All work shall be performed and equipment operated in accordance with the *Occupational Health and Safety Act* and in compliance with Site regulations, rules, policies, standards or procedures. 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.
- 10.03 Both the Association and the Council of Unions 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.
- 10.04 The Contractor(s) agrees to provide to each employee, upon commencement of his/her employment, the following specific articles for use by the employee during the course of his/her employment at the Site:
- a) one (1) safety hat colour coded for identification together with a winter liner;
 - b) one (1) pair of non-prescription safety glasses;
 - c) one (1) safety vest;
 - d) appropriate work gloves;

- e) rain gear (jacket and pants) and protective clothing (including rubber boots) when the nature of the job requires such clothing; and
 - f) such equipment shall be of reasonable quality, fit and size for the worker.
- 10.05 Where the Contractor determines that the nature of the work or working conditions so require, employees shall be supplied, at the Contractor's expense, all necessary safety equipment and/or devices to enable the employee to safely perform his/her duties.
- 10.06 All such equipment or articles provided under Article 10.04 and 10.05 hereof shall remain the property of the Contractor. It shall be the responsibility of the employee to care for the articles and equipment provided. Should the articles or equipment be rendered unsafe for use due to normal wear and tear during employment, the Contractor shall replace the articles by exchange upon return by the employee. The employee shall be responsible to return such equipment or articles in good working order (subject to reasonable wear and tear) at the end of an employee's employment. Failure to return equipment or articles shall result in the cost thereof being charged to the employee, which the Contractor may deduct from the employee's wages.
- 10.07 All personal protective equipment as is described in this Article, whether employee or Contractor supplied, shall be Canadian Standards Association approved.
- 10.08 The Employee shall be responsible to provide his/her prescription eyeglasses and personal safety footwear required for normal working conditions. If the employee requires prescription lenses and does not possess approved prescription safety lenses, he/she shall be entitled to receive reimbursement for the personal provision of safety prescription lenses, up to a maximum cost of two hundred and fifty dollars (\$250.00) (subject to verification of receipt to the worker) for the life of the Agreement.
- 10.09 A Joint Health and Safety Committee shall be established at the Site in accordance with the *Occupational Health and Safety Act* and its Regulations. The frequency of meetings will be determined by the Committee itself, but no fewer than the number required by the *Occupational Health and Safety Act*. All employees on Committee shall receive, without loss of earnings, all training necessary to carry out their duties.
- 10.10 Medical aid shall be provided at no cost to employees for occupational injuries and diseases in accordance with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.

Article 11 Human Rights

- 11.01 The Parties agree to comply with the Newfoundland and Labrador *Human Rights Act*.
- 11.02 The Parties agree that there will be no contravention of this Agreement by a Contractor, Association or Union as a result of the Contractor complying with all obligations that benefit the Labrador Innu in this Agreement including but not limited to hiring priority, retention priority, cultural leave benefit or any other benefits or provisions.

Article 12 Diversity and Gender Equity on the Project

12.01 The Association, its Contractor members, the Council of Unions and its Union members will promote and support Gender Equity Programs and Diversity Programs established in accordance with the Benefits Strategy and programs established in order to support the training, hiring and retention of Labrador Innu. The Parties to this Agreement recognize and support the principles of diversity and employment and gender equity in the workplace and will work cooperatively to create a respectful and inclusive work culture.

12.02 The Association, its Contractor members, the Council of Unions and its Union members will support the Lower Churchill Project Gender Equity and Diversity Program and the participation goals for women and underrepresented groups established in consultation with the Province.

Article 13 Strikes, Lockouts and Slowdowns

13.01 The Association, its Contractors, the Council of Unions and its Union members agree that maintaining positive work environment based on trust, respect and accountability is essential to Project success and there should be no strikes, lockouts, or slowdowns, and accordingly, the Parties agree to the following:

- a) During the life of this Agreement there shall be no lockout by the Association or Contractors and there shall be no strike on the part of the Council of Unions, the Unions or any employee employed at the Lower Churchill Project. Strikes and lockouts shall have that meaning defined in the Newfoundland and Labrador *Labour Relations Act*.
- b) No Union or worker shall refuse to handle or install any material, equipment or components or to honour hot cargo edicts or otherwise during the life of this Agreement.
- c) After the Association and/or Contractor has completed an investigation, consulted with the Council of Unions as to the outcome of the investigation and determines that employee(s) have instigated a violation of Article 13.01 a) or 13.01 b), or employee(s) have taken a leadership role in causing a violation of Article 13.01 a) or 13.01 b) to continue, such employee(s) shall be terminated and shall not be referred by the Council of Unions or any of its Union members to the Site. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01 a) or 13.01 b) has occurred and that the grievor was an instigator or had a leadership role in causing the violation of Article 13.01 a) or 13.01 b), the arbitrator shall have no jurisdiction to substitute a lesser penalty.
- d) After the Association and/or Contractor has completed an investigation, consulted with the Council of Unions as to the outcome of the investigation and determines that employee(s) have violated Article 13.01 a) or 13.01 b), such employee(s) may be terminated and, if terminated, shall not be referred by the

Council of Unions or its members to the Site without the consent of the Association or for a period of 180 calendar days. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01 a) or 13.01 b) has occurred, the arbitrator shall only have jurisdiction to substitute a lesser penalty if there are exceptional mitigating circumstances. In the event that an employee commits a second violation of Article 13.01 a) or 13.01 b), such employee shall be terminated and shall not be referred to by the Council of Unions or its members to the Site. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01 a) or 13.01 b) has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty.

13.02 Nothing herein shall be interpreted or construed to permit or restrict access to the grievance and arbitration provisions or to limit the remedies available to the Association and/or Contractor or Council of Unions in the event of a violation of Article 13.01 a) or 13.01 b).

Article 14 Labour Relations Management Program and Dispute Resolution that Distinguishes Project

14.01 The Association, its Contractors, the Council of Unions and its Union members agree to the following:

- a) Provide strong leadership in both the Association and Council of Unions in dealing with all workplace issues and disputes;
- b) Commit to dealing with work related issues or disputes on the Site in a timely and collaborative manner with minimal impact to the working environment;
- c) Administer the grievance and arbitration process in a way that adheres to the above principles and ensures such grievances and arbitrations are dealt with in a timely and collaborative manner with minimal impact; and
- d) Achieve consistency across the Site to the standards and obligations found within the Collective Agreement.

14.02 Both the Association and Council of Unions agree to form a Liaison Committee to work collectively to achieve the following:

- a) Promote and maintain a safety first and healthy work environment;
- b) Adhere to Article 14.01 above;
- c) Promote and maintain open and respectful communication in regard to all matters pertaining to the Project or the Agreement;
- d) Maximize productivity to ensure completion on, or ahead of schedule;

- e) Foster and maintain proactive and positive labour relations;
 - f) Speedy resolution of disputes or issues arising under the Agreement; and
 - g) Address matters of mutual interest pertaining to the Project and/or this Agreement.
- 14.03 The Liaison Committee shall maintain a maximum of seven (7) and a minimum of five (5) representatives of the Association and a maximum of seven (7) and a minimum of five (5) representatives of the Council of Unions. At any meeting of the Liaison Committee, each of the Association and the Council of Unions shall be entitled to cumulative representation equal to the number of representatives present from the other Party. Each Party shall notify the other in writing of its designated representatives on the Liaison Committee
- 14.04 A meeting of the full Liaison Committee shall occur once every three (3) months, or more often if necessary, on written request of a Party.
- 14.05 The Liaison Committee will create a subcommittee for more frequent meetings. The Council of Unions and Association will appoint representatives to be members of the subcommittee. A meeting of the subcommittee of the Liaison Committee shall occur monthly, or more often if necessary, on written consent of the Parties.

Article 15 Grievance and Arbitration

- 15.01 A dispute arising out of the interpretation, application or alleged violation of this Agreement, including a dispute as to whether a matter is arbitrable, but excluding disputes under Article 17 (Pre-Job Conference) or Article 18 (Work Team Composition), which shall not be subject to the herein grievance procedure, shall be adjudicated in accordance with the following procedures:
- a) An employee assisted by his/her Shop Steward, if he/she so desires, and the employee's immediate non-bargaining unit supervisor shall meet to discuss and, if possible, resolve such matter. Such resolution shall not contravene the terms and conditions of the Collective Agreement; it is solely for the purpose of resolving the matter and shall not be considered precedential or binding in any other grievance dispute.
 - b) STEP 1: If the matter discussed in a) above cannot be settled by the Steward and the non-bargaining unit supervisor then the grievance shall be reduced to writing within five (5) days after the circumstances giving rise to the grievance. The supervisor shall render his/her decision, in writing, within five (5) days of his/her receiving the written grievance. The written grievance shall state the alleged violation, the date of the violation, the facts describing the alleged violation, the location of the violation, the person or entity committing the violation, the Article or Articles of the Agreement alleged to have been violated and the remedy sought.

- c) STEP 2: Should the written decision rendered in Step 1 be unsatisfactory to the employee or should no decision be rendered, the employee, assisted by the Council of Unions Site Representative, shall submit the written grievance within a further two (2) days to the Association and the Contractor's Designated Representative on the Project.
- The Association representative, the Council of Unions representative, the Contractor's representative and the employee, assisted by the Steward, shall meet within five (5) days to discuss the matter. Prior to the second step meeting, the Association and Council of Unions commit to engage in a joint fact finding exercise with a view of developing a common understanding of the facts surrounding the dispute to better position the Parties to resolve such dispute. The Contractor shall render a decision in writing within one (1) day of the second step meeting. If such a meeting is not held, the matter shall be referred to Step 3.
- d) STEP 3: Should the decision rendered at Step 2 be unsatisfactory, within two (2) days of the decision, the Contractor, the Association representative and the Council of Unions representative shall meet to discuss the matter. If no resolution can be achieved within two (2) days of such a meeting, either the Council of Unions or the Association may, within five (5) days of the meeting, refer the matter to arbitration in accordance with the procedure contained herein. If such meeting is not held, the matter may be referred by either the Council of Unions or the Association to the next step -- arbitration.
- 15.02 No employee shall be disciplined or discharged except for just cause. Any dispute arising out of the discipline or discharge of an employee shall commence at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.
- 15.03 The Association or Council of Unions may file a grievance, in writing, with the other Party within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Association or Council of Unions becoming aware of such circumstances. If such grievances are not resolved within two (2) days, the grievance may be treated as a grievance commencing at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.
- 15.04 The appointment of an arbitrator will be made within four (4) days of a referral to arbitration under Step 3. The arbitrator shall be selected in rotation from a list of five (5) arbitrators acceptable to the Parties, which list is attached hereto as Schedule "D" and forms part of this Agreement. The list shall be reviewed and may be updated by the Parties once every year during the term of this Agreement. Should the arbitrator, who is next in rotation, be unable to act within the time requirements set out in this Article, he/she shall be passed over to the next person on the list.
- 15.05 The arbitrator shall, within thirty (30) days of his/her appointment, convene an arbitration hearing to hear the relevant evidence. The decision of the arbitrator shall be final and binding on the Parties.
- 15.06 The arbitrator shall not have any power to alter, change, add to or detract from the Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement. An arbitrator shall

not dismiss any grievance on a technicality or error on the grievance form provided the grieving party has provided the particulars set out in Article 15.01 b).

- 15.07 In the interest of providing speedy resolution to grievances, arbitration hearings shall be conducted by video and/or telephone conference call unless mutually agreed otherwise, with the Association representative and the Council of Unions representative or their designated respective legal counsel(s) acting as presenters. All rulings will be given by the arbitrator within fifteen (15) days.
- 15.08 The time limits specified in this procedure are mandatory. Failure of a Party to file a grievance within the time limited or failure of the grieving Party to advance a grievance to the next step in the time limited shall mean the matter is not grievable and shall constitute abandonment.
- 15.09 The Parties may, by mutual consent and in writing, extend the time limits of this grievance and arbitration procedure, which consent shall not be unreasonably withheld. In order to take into account applicable work schedules, reference to a number of "days" within this Article 15 shall be construed as working days.
- 15.10 The Contractor/Association, whichever is the case, and the Council of Unions involved in an arbitration shall pay the fees and expenses of the arbitrator in accordance with the following:
- a) In the event the arbitrator makes a determination that there is a losing Party(s) the arbitrator may order the losing Party(s) to pay the arbitrator's fees and expenses.
 - b) In the event the arbitrator makes no order as to the payment of fees and expenses, each of the Party(s) shall pay an equal share of the fees and expenses of the arbitrator.

Article 16 Shop Stewards

- 16.01 Stewards shall be appointed by the Union Business Manager or his/her representative. Skill, ability and competency as well as Gender Equity and Diversity shall be considerations in the appointment of Stewards. When a scheduled second and/or third shift occurs, Stewards for such shift(s) may be appointed at the discretion of the Business Manager. Such appointments shall be confirmed in writing to the Contractor and the Association. Stewards assigned to represent a particular shift will not retain their status if that shift is cancelled; however, where workers are transferred to another shift the former Steward shall be one of the transferred provided that the Steward has the skill, ability and competency to perform the required work.
- 16.02 This Article 16 does not affect a Contractor's right to determine where and when employees work or on what shifts they work on; however, the Steward shall be assigned to shifts in consultation with the Union Business Manager to assure the most appropriate coverage for the worksite.

- 16.03 Stewards shall not be discriminated against in the performance of union duties. The Steward will notify and obtain permission from his/her immediate supervisor before leaving his/her work location to deal with any matter relating to this Agreement, which permission will not be unreasonably denied.
- 16.04 There shall be no non-working Stewards. Subject to Article 16.03 above, Stewards will be granted sufficient time to conduct their legitimate union duties during working hours.
- 16.05 Stewards shall be the last employee laid off where the Steward has the skill, ability and competency to perform the required work.
- 16.06 Where overtime is worked by a crew, the Steward shall be one of the overtime crew or a replacement shall be designated by the Union Business Manager or Steward in the event he/she does not possess the necessary skill, ability and competency to perform the required work.

Article 17 Pre-Job Conference

- 17.01 a) The Parties agree in principle that obtaining high standards of labour productivity will be a key factor for Project success. Accordingly, given the importance of the Project to the people of Newfoundland and Labrador, the Association, its Contractor members, the Council of Unions and its Union members should each take affirmative steps to ensure productivity opportunities are maximized by all stakeholders including the Owner, Contractors, the Association, the Council of Unions and its Union members.
- b) Each Union maintains claims to jurisdiction pursuant to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (commonly called the "Green Book" and referred to hereinafter as the "Plan"). In order to provide for orderly and mutual understanding between the Council of Unions, the Association and Contractors, the Council of Unions shall provide an electronic copy of the Plan and an electronic copy, where available, of the following:
- i) Agreements of Record including (Attested Agreements which have priority over Non-Attested Agreements);
 - ii) All Decisions of Record;
 - iii) Prevailing practices in Newfoundland and Labrador that have been documented; and
 - iv) Trade practices in the industry that have been documented.
- 17.02 The Association and/or the Contractor shall give notice to the Council of Unions of all contracts awarded which come within the scope of this Agreement. Wherever possible, a mark-up conference will be conducted prior to the commencement of work.

17.03 In order to minimize and resolve initial work assignments or initial assignments to assist in determining the composition of Work Teams a mark-up will be held. The mark-up will be in accordance with the following timetable:

- a) **Day 1** – The Association or the Contractor will give written notice of a mark-up meeting and issue initial assignments to the Council of Unions and all Unions. A copy of drawings and specifications will be placed in the Council of Unions' St. John's office.
- b) **Day 4** – The Association and/or the applicable Contractor will convene a mark-up meeting to outline the scope of work and record claims of Unions on initial assignments. All claims for work shall be finalized at the mark-up meeting or by prior written notice from the Union.
- c) **Day 6** – The Association and/or the applicable Contractor will distribute a record of all claims made at the mark-up meeting.
- d) **Day 8** – Last day of claiming or defending Unions to file evidence in support of their claim or assignment wherever possible Parties should endeavour to provide any and all copies of the evidence on which they seek to rely.
- e) **Day 11** – The Association or Contractor will notify all Unions of final assignment(s).
- f) **Day 13** – Last day for claiming Union to request jurisdictional umpire, failure to do so leading to the relinquishment of the right to call for an umpire for the assignment(s) made on Day 11.
- g) **Day 17** – Last day for the jurisdictional umpire to hold a hearing.
- h) **Day 20** – Last day for the jurisdictional umpire to render a decision.

The foregoing timetable may be revised by mutual written consent from the RDC and the Association, the umpire may, with the consent of the Parties, vary the process following his appointment to facilitate the prompt processing and adjudication of claims.

17.04 Days are calendar days excluding Saturdays, Sundays and recognized holidays as listed in Article 23. Each day shall end at 5:00 p.m. local (location of the mark-up meeting) time.

17.05 Having regard for special requirements for construction of a project of this type, together with safety, efficiency, maintaining maximum levels of labour productivity, cost, continuity and good management, the Parties have agreed to an intended assignment plan by a jurisdictional umpire they have selected. The Association and the Council of Unions will retain the services of a jurisdictional umpire. The umpire shall be selected in rotation from a list of five (5) umpires acceptable to the Parties, which list is attached hereto as Schedule C1 and forms part of this Agreement. The list shall be reviewed and may be updated by the Parties once every year during the term of this Agreement. Should the umpire who is next on rotation be unable to act within the time requirements set out in this Article, or for reasons of conflict of interest, he/she shall be passed over to the next person on the list.

- 17.06 The procedural rules of the jurisdictional umpire, jurisdiction and operational restrictions shall be as set forth in the Plan except as modified by this Agreement.
- 17.07 a) The existence of a Work Team or the choice to assign any of the marked up work to a Work Team is not subject to review by an umpire on the following conditions:
- i) upon completion of the mark-up process after the initial assignment where there are no claims; or
 - ii) in the event of a challenge as to a work assignment in the final mark up after the umpire process and other appeal processes contained herein have been exhausted.
- b) Unions or Contractors may make claims and request jurisdictional review of the initial assignment of work to a specific Union.
- c) Unions or Contractors may make claims and request jurisdictional review to ensure work assignments in the mark-up are followed.
- 17.08 The Parties shall take affirmative steps to ensure productivity opportunities are maximized. An umpire, in resolving a disputed work assignment in a mark-up or a dispute as to whether a mark-up is being followed, shall consider the following factors:
- a) Agreements of Record and Decisions of Record established by or reported by the Impartial Jurisdictional Dispute Board, established international trade practices, prevailing practices as defined, together with a reasonable acceptance of considerations for efficiency and capacity to furnish construction services to the public at reasonable costs.
- 17.09 If the Association and/or the Contractor and the Unions involved cannot agree to accept the jurisdictional umpire's decision, any one of them can refer the dispute to the Canadian Plan. The criteria for considering any appeal shall be as per Article 17.01 b) and 17.08 herein.
- 17.10 The jurisdictional umpire cannot award costs or damages.
- 17.11 The Contractor/Association, whichever is the case, and the Unions involved in a dispute shall pay a share of the fees and expenses of the jurisdictional umpire in accordance with the following:
- a) The umpire shall determine the losing Party in each case.;
 - b) If the Contractor or Association's final assignment is changed by the umpire, the Contractor or Association (whichever Party made the assignment) AND the originally assigned Union are the losing Parties and they shall equally share the umpire's fees and expenses;

- c) If the Contractor or Association's final assignment is not changed by the umpire, the claiming Union shall pay the umpire's fees and expense; and
 - d) In the event that the disputing Unions agree on how to perform the work but the Contractor disagrees and the umpire upholds the Union's position then the Contractor is deemed to be the loser and shall pay the umpire's full fees and expenses.
- 17.12 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow down and the Contractor's final assignment shall be respected. The work will continue unless otherwise directed by the jurisdictional umpire under the intended assignment plan and that intended assignment shall continue in force and effect unless varied by the decision of a Canadian Plan Arbitrator.
- 17.13 Given the remoteness of the Site, all mark-up meetings and jurisdictional umpire hearings will take place in St. John's via video conference and/or telephone conference call unless otherwise agreed.
- 17.14 This procedure is available to and binding upon all Unions, the Council of Unions, the Contractor(s) and the Association. The Association will ensure that its Contractor(s) shall comply with the provisions of this Article, the procedures herein, and promptly implement decisions that are made. Such Contractor(s) shall abide by the outcomes of the process. The Council of Unions will ensure that the Union(s) shall comply with the provisions of this Article and the procedures therein. Such Union(s) shall abide by the outcomes of the process.
- 17.15 The local Union Business Manager or his/her delegate, the Union International Representative, the affected Contractor and Association, to ensure the efficiency and success of the implementation and/or operation of this Article, Schedule B and the Plan, shall participate in the markup process, umpire's process and arbitration processes.
- 17.16 The Parties agree to develop a training and education process for Council of Unions members and Association members to ensure this Article, Schedule B and the Plan are administered so as to maximize the benefit to all Parties and minimize disputes.

Article 18 Productivity Enhancement Through the Utilization of Work Teams

- 18.01 Where a Work Team is to be utilized by the Association and/or Contractor, the following procedures shall be employed:
- a) The full process of the mark-up as is set out in this Agreement shall be applied. This process shall establish the Unions involved in that Work Team;
 - b) The Association and/or the Contractor shall notify the Council of Unions and the affected Unions designated by the mark-up process of the establishment of a Work Team as well as the composition of such team;

- c) The composition of the Work Team shall be based on the overall percentage each Union has relative to the overall work to be performed by that Work Team as determined by the Association and/or Contractor; and
 - d) If, during the execution of the work, the nature of the work changes which impacts the composition of the team, a panel shall be requested to review the numbers and change them to comply with the percentages deemed appropriate.
- 18.02 This panel shall consist of three persons who shall serve for the duration of the Project. In the event that any one of the panellists can no longer serve for whatever cause, the Parties agree to forthwith replace their nominee or to agree to the independent third party (ITP). If the Parties cannot agree to an ITP, they shall apply to the Minister of Labour, Government of Newfoundland and Labrador, for the appointment of the ITP. The panel shall consist of three persons:
- a) One appointed by the Association;
 - b) One appointed by the Council of Unions by its Executive; and
 - c) An ITP who is neither a lawyer nor an arbitrator under this Agreement and is familiar with jurisdiction.
- 18.03 This panel may investigate the initial or subsequent composition of the Work Team, when and if requested by one of the Parties.
- 18.04 Decisions of the panel, by agreement of the Parties, shall be final, binding and not subject to appeal, judicial review or any other form of judicial intervention.
- 18.05 Decisions of the panel shall be made on an expedited basis:
- a) Any dispute as to the initial composition of a Work Team as established under Article 18.01 will be referred in writing to the panel within seven (7) days of the Contractor advising the Union in writing of the initial composition of the Work Team. The referral must itemize the issues in dispute, including the number of members a Union is claiming should be on the Work Team or any other issues as to the composition of the Work Team in dispute;
 - b) All referrals to the panel will be heard within seven (7) days of such written referral. Notice of the referral shall be provided to all affected Parties by the referring Party. Each Party shall have the right to present evidence and make representations to the panel, which presentation of evidence and/or making of representation shall be limited to two (2) hours unless such period is extended by a majority of the panel. The panel will render its decision within forty-eight (48) hours of the completion of the hearing. All decisions must be by a majority of the panel;
 - c) From time to time, as work advances, the composition of a Work Team may be revisited and adjusted as appropriate by the panel upon request of the Contractor or any Union providing workers to the Work Team. In no event shall a Work Team be revisited within ninety (90) days after the panel has rendered a decision

as to the composition of a specific Work Team except in the event there has been a material change in circumstances; and

- d) There will be no claims permitted for lost wages, other benefits or premiums as a result of an adjustment to the Work Team, and Work Teams will continue to work cooperatively, without disruption, while any claim to adjust a Work Team is being adjudicated.

18.06 The following shall apply to each Work Team:

- a) Each Union shall provide members to work on the Work Team on a pro-rated basis as per the distribution determined by the Contractor or in accordance with this Article.
- b) The Union that provides the greatest number of employees to the Work Team shall provide the first requested foreman/general foreman subject to availability. If more foremen are requested, such foremen shall be provided on a pro-rated basis if practical.
- c) Unions dispatching members to a Work Team shall advise members they will be working on a Work Team.

A willingness to work on a flexible basis if the needs of the work so dictate is the essential element of a Work Team. It is understood that while on a Work Team an employee may be required to work in and outside of his/her trade or craft.

Article 19 Regular Work Schedule, Extended Work Schedule, and Overtime Provisions to Address Unique Project Needs

19.01 The Association, its Contractor members, the Council of Unions and its Union members agree to the following guiding principles to be taken into account for the creation of hours of Work Schedules and overtime provisions contained herein:

- a) The nature of the work;
- b) Cultural issues;
- c) Seasonality of work;
- d) Weather conditions such as wind, rain, snow and cold;
- e) The remoteness of the work area;
- f) The need to be flexible to meet project needs; and
- g) These provisions are not intended to reduce or replace overtime provisions to which Employees would otherwise be entitled.

19.02 The Association, its Contractor members, the Council of Unions and its Union members recognize that developing Regular Work Schedules will be important to Project success and accordingly agree to the following guiding principles and application of this Article:

- a) Take into account geographical source of workforce; and
- b) Structure Work Schedules to attract and retain a highly skilled and productive workforce.

Regular Work Schedule/Overtime Premiums

19.03 The following Article is intended to identify regular hours of work, Work Schedules and overtime hours. In order that there shall be consistency on the Site, the following hours of work and scheduling shall apply:

- a) The regular work week shall consist of forty (40) hours of work divided into five (5) consecutive eight (8) hour work days from Monday to Friday, or four (4) consecutive ten (10) hour work days from Monday to Thursday. The start time for the day shift for a regular work day will be between 5:00 a.m. and 9:00 a.m.
- b) Overtime premiums shall be paid as follows for the work week consisting of five (5) consecutive eight (8) hour work days:
 - i) All hours worked in excess of eight (8) hours per day at double the straight time rate of pay; and
 - ii) All hours worked on the Saturday, Sunday, scheduled days of rest and Recognized Holidays at double the straight time rate of pay.
 - iii) All hours worked after a Regular Work Schedule or an Extended Work Schedule have been completed and prior to the commencement of an employee's next Regular Work Schedule or Extended Work Schedule, shall be paid double the straight time rate of pay.
- c) Overtime premiums shall be paid as follows for the work week consisting of four (4) consecutive ten (10) hour work days:
 - i) All hours worked in excess of ten (10) hours per day at double the straight time rate of pay;
 - ii) For all hours worked up to ten (10) hours on every Friday of any Work Schedule of ten (10) consecutive days or more, at one and one-half (1 ½) the straight time rate of pay;
 - iii) All hours worked on Saturday and Sunday of any schedule, or on the Friday of any schedule not requiring work on ten (10) or more consecutive days, at double the straight time rate of pay; and
 - iv) All hours worked after a Regular Work Schedule or Extended Work Schedule have been completed and prior to the commencement of an Employee's next Regular Work Schedule or Extended Work Schedule, shall be paid at double the straight time rate of pay.

Extended Work Schedules

19.04 The Parties understand and agree that the remote nature of the Project and the climatic conditions pose exceptional challenges in the successful completion of the work. To this end the Contractors, through the Association, may make use of Extended Work Schedules which are set out below. Such Work Schedules shall consist of scheduled days of work followed by scheduled days of rest. All hours worked on a scheduled day of rest shall be paid at double time the straight time rate of pay.

Extended Work Schedules

21 days on and 7 days of rest x 10 hours/day;
 10 days on and 4 days of rest x 10 hours/day;
 14 days on and 7 days of rest x 10 hours/day;
 14 days on and 14 days of rest x 10 hours/day;
 20 days on and 8 days of rest x 10 hours/day;
 20 days on and 10 days of rest x 10 hours/day;
 28 days on and 14 days of rest x 10 hours/day

Other Designated Shifts

6 days on and 1 day of rest x 10 hours/day
 7 days on and 7 days of rest x 10 hours/day;
 7 days on and 7 days of rest x 12 hours/day.

1. These Extended Work Schedules allow for an any-day start. Examples of hours paid and hours worked for each Extended Work Schedule are contained in Schedule [E].
2. Additional Extended Work Schedules may be implemented by the Association after meaningful consultation with the Council of Unions.
3. The Work Schedules and related terms for Site Service Worker shall be contained in the trade appendices for those Employees

General

19.05 An Employee who is transferred to a different Work Schedule must be provided with a minimum of two (2) scheduled work days' notice. If an Employee requests a transfer and it is approved, overtime rates will not apply for days worked that that Employee would have been entitled to under his/her previous Work Schedule. If the transfer is not as a result of an Employee request, overtime provisions will apply for days worked on the scheduled days of rest that the Employee would have been entitled to under his/her Work Schedule.

19.06 There shall be no pyramiding of overtime and/or premiums nor shall such overtime and/or premiums be in addition to, but not limited to Reporting Time under Article 21,

Call Out under Article 22 or pay for working a Recognized Holiday under Article 23 or height pay.

- 19.07 Unpaid lunch breaks will normally be at mid-shift (usually between 1100 and 1300) but may be staggered to coincide with start time and shall be one half (1/2) hour. An Employee who is required by the Contractor to work through the two (2) hour period shall be paid at the applicable overtime rate for one half (1/2) hour and shall, as soon as practicable thereafter, be given sufficient time, for which he/she will be paid to consume his/her meal.
- 19.08 One paid rest break of ten (10) minutes will be allowed during each half shift in an eight (8) hour shift. One paid rest break of fifteen (15) minutes will be allowed during each half of a ten (10) hour or greater shift. The scheduling of such rest breaks shall be at the time set by the Contractor per Employee but shall normally be midway through each half shift unless there are unusual or overriding circumstances requiring change of breaks.
- 19.09 The Parties are committed to delivering value for paid time accordingly:
- a) Unless some other reporting location is designated by the Contractor, Employees shall be in attendance at their work location and prepared to commence work at the scheduled starting time for their respective shifts. Employees shall only be paid when they start work at their designated work location, not the point where they enter the Site. The worker will be at the designated brass point (card swipe), at the quit time. Employees, where appropriate, shall have reasonable time for clean-up and to store their tools before leaving their work location at the end of the shift.
 - b) Employees shall be diligent in respecting start and shift completion times.
- 19.10 a) When an Employee is required to work in excess of ten (10) hours and less than twelve (12) hours he/she shall be provided a twenty-five (\$25.00) dollar meal allowance in lieu of a meal. He/she shall also be paid an additional twenty (20) minutes at double the straight time rate of pay in lieu of a meal time break. Employees affected by this Article, who are residents in the Camp, shall also receive a Camp supplied hot meal at the Accommodations Complex.
- b) When an Employee is required to work in excess of twelve (12) hours, he/she shall be provided a hot meal, where feasible, at the end of the ten (10) hour shift and after each four (4) hours thereafter. The Employee shall be allowed twenty (20) minutes at double the straight time rate of pay to consume his/her meal. A ten (10) minute rest break shall be provided every two (2) hours.
- 19.11 When a general foreperson or foreperson is required to extend his//her shift (early start and/or late quit) for the purposes of organizing work or dealing with turnover issues to the oncoming shift up to a maximum of one (1) hour, Article 19.10 will not apply unless his crew also receives the meal and that foreperson (general foreperson) is required to supervise that crew. The general foreperson and/or foreperson shall be compensated at the overtime rate of pay for the time worked.

- 19.12 The hours of work and overtime provisions for Employees represented by the Hotel Employees and Restaurant Employees International Union and Local Union 779 and the International Brotherhood of Teamsters and Local 855 are set out in the Trade Appendices for each of those trades. The hours of work for the Employees they represent shall be governed by those Trade Appendices, save and except where those Trade Appendices direct that the provisions of Article 19 apply.
- 19.13 The nature of the work on the Project shall, from time to time, require the interruption of work, which shall result in temporary layoff of Employees for short periods of time. For those work interruptions not exceeding thirty (30) days, the Contractor shall advise the affected Union(s) of its recall needs and those Union(s) shall issue a referral slip in the same order as the initial hire of those temporarily laid off.
- 19.14 Work on the Site may be reduced during periods like Christmas/New Year's; however, certain Employees may be scheduled to work. Advance notice will be provided to all Employees regarding the observance dates, once available.
- 19.15 Nothing in this Agreement shall be construed as guaranteeing hours of work per day, per week, the days of work in any week or the days of work in any Work Schedule.

Article 20 **Shifts**

- 20.01 The scheduling of the number of days of work in a week, the number of shifts in a day and the number of hours in a shift shall be at the sole discretion of the Contractor.
- 20.02 The start time for the day shift for a regular work day shall be between 5:00 a.m. and 9:00 a.m.
- 20.03 For workers assigned to snow removal, site services, transportation, road maintenance or similar work there may be times when, due to climatic conditions or abnormal circumstances, workers are required to commence their shift prior to 5:00 a.m. and the shift will not commence prior to 3:00 a.m. For all other workers the start time, subject to climatic conditions or abnormal circumstances, will not vary on a daily basis, but may be adjusted to deal with job conditions.
- 20.04 The nature of the work on this Project may require, from time to time, the delay of the commencement of a shift due to climatic conditions or abnormal circumstances.
- 20.05 The second shift may commence at any time between the hours of 4:00 p.m. and 9:00 p.m. and nothing herein shall restrict the Contractor from implementing a third shift if business or other requirements necessitate. These shifts are to be classified as Shift Schedule(s) rather than as overtime and shall be scheduled for the duration of at least one (1) Work Schedule unless valid business reasons dictate otherwise.
- 20.06 A shift premium of three dollars (\$3.00) per hour shall be paid for all hours worked on other than the day shift, whether or not the time worked is overtime or straight time. There shall be no pyramiding.

- 20.07 No worker shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. A worker shall receive the overtime rate for each hour worked beyond the straight time shift until a break of eight (8) consecutive hours occurs.
- 20.08 An employee whose shift is changed (moved from one shift to another shift) shall receive twenty-four (24) hours' notice of the shift change. No employee shall suffer loss of regular earnings due to his/her shift change.

If a worker requests a transfer and it is approved, then overtime rates will not apply for days worked on the scheduled days of rest that the worker would have been entitled to under his/her previous Work Schedule unless any of the days worked in the new Work Schedule are deemed to be premium days, in which case the applicable premium rate will apply.

Article 21 Reporting Time

- 21.01 If the employee reports to work as requested at the regular starting time and is not put to work, the so affected employee shall be entitled to be paid to the employee's mid-shift at the applicable rate.
- 21.02 If the employee reports to work as requested at the regular starting time and is put to work, the so affected employee shall be paid all hours worked at the applicable rate of pay and in no case less than to mid shift at the applicable rate.
- 21.03 If the employee is given two (2) hours' notice not to report for work, he/she shall not receive any reporting time.
- 21.04 If the employee reports to work as requested at the regular starting time and is requested to stand by, either at the workplace or another area designated by the Contractor, the so affected employee shall be paid for all hours he/she works and stands by at the request of the Contractor at the applicable rate of pay and in no case less than to mid shift at the applicable rate.
- 21.05 In order to qualify for reporting time, the employee must remain on the job until otherwise directed by the Contractor.
- 21.06 When the conditions set forth in this Article occur on other than day shift, the shift premium as set out in Article 20 shall be paid.
- 21.07 A worker who is resident in Camp shall not be eligible for payment of reporting time if notice of "no work available" is posted on the Camp kitchen bulletin board at the pre-shift meal at least two (2) hours prior to regular shift start. Non-camp residents shall not be eligible for payment of reporting time if they have been provided at least two (2) hours' notice by their employer that there is no work available; such notice can be by telephone, telephone call-in system, public radio or personal notice.

Article 22 Call Out

- 22.01 Employees who have completed their day's scheduled hours of work and have left the work site or have returned to the Camp and are called out and return to work, such employee shall receive no less than four (4) hours' pay at the overtime rate. Workers who work in excess of four (4) hours shall be paid for the actual hours worked at the appropriate overtime rate until the commencement of their regularly scheduled shift.
- 22.02 When the conditions set forth in this Article occur on other than day shift, the shift premium as set out in Article 23 shall be paid.

Article 23 Vacation and Recognized Holidays

- 23.01 Vacation pay and recognized holiday pay shall be paid as part of an employee's regular paycheque in accordance with the Trade Appendices, attached as Schedule "D".
- 23.02 The following recognized holidays will be observed:
- a) New Year's Day
 - b) Family Day
 - c) St. Patrick's Day
 - d) Good Friday
 - e) Victoria Day
 - f) Canada Day
 - g) Civic Holiday
 - h) Labour Day
 - i) Thanksgiving Day
 - j) Remembrance Day
 - k) Christmas Day
 - l) Boxing Day
- 23.03 All work performed on a recognized holiday shall be paid at the rate of double the regular rate.
- 23.04 The date of observation of recognized holidays shall be as gazetted by the Provincial Government or as mutually agreed between the Association and the Council of Unions.
- 23.05 An employee who is entitled to take vacation shall notify his/her Contractor in writing and such request shall not be unreasonably denied. The date of same shall be mutually agreed between the employee and the Contractor before the vacation is taken. No more

than twenty-five (25) per cent of the members of a crew may be on vacation at a given time.

Article 24 Camp Accommodations

- 24.01 An Accommodations Complex shall be provided, maintained and operated in full compliance with all applicable laws and regulations. During the early work phase of the Project, a temporary Accommodations Complex may be provided to accommodate workers until the Accommodations Complex becomes available.
- 24.02 The Owner or his/her designee shall have the sole right to manage the Accommodations Complex, including the assignment of accommodations. Such accommodations shall be suitable, properly maintained and operated.
- 24.03 An Accommodations Complex Committee composed of an equal number of representatives from the Association and Council of Unions shall be established for the purposes of providing input as to the development, implementation and administration of accommodation rules.
- 24.04 Workers living in the Accommodations Complex who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absences when they are physically able to do so, may be charged the full room and board rate for each regular day not worked.
- 24.05 Workers failing to make use of Accommodations Complex on a repeated basis may be charged at the full room and board rate for each day not used and may forfeit their right to accommodations.
- 24.06 Accommodations Complex residents will be provided with sufficient and suitable food appropriate for the required breaks specified under this Agreement.

Article 25 Travel and Board

- 25.01 For the purpose of this Article, the definition of "permanent residence" for a resident of Newfoundland and Labrador shall be the same as the definition of Provincial Residence in this Agreement and for those outside of Newfoundland and Labrador, as follows:

"An Employee's permanent residence is the place where he/she maintains a self-contained domestic establishment where he/she ordinarily resides such as a dwelling, house or similar place of residence where a person generally eats and sleeps. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or proof of provincial health care coverage."

- 25.02 Free Zone: There shall be a Free Zone of thirty-five (35) road kilometres from a designated pick up location in Happy Valley-Goose Bay, to the city or town boundary of the employee's permanent residence. Employees living within the Free Zone shall travel to and from the designated pick up location at their own expense. The Association will establish a daily commuting busing system from designated pick up areas within the Free Zone, which designated pick up areas will include a location in Sheshatshiu, North West River and Happy Valley-Goose Bay. Given the limited parking available at the Site, employees whose permanent residence is in the Free Zone and Travel Zone shall be required to utilize the commuting service, at no cost, to travel to and from the designated pick up areas to a designated location at or near the Site.
- 25.03 Travel Zone: Employees traveling to work who predominantly reside a distance greater than thirty-five (35) kilometers but less than one hundred (100) kilometers from the designated pick up location at Happy Valley-Goose Bay, to the city or town boundary of the community of the employee's permanent residence shall be paid travel allowance set out in Article 25.06 per road kilometer one way between the above noted points.
- 25.04 Employees travelling to work who permanently reside at a distance of one hundred (100) kilometers or greater, from the designated pick up location at Happy Valley-Goose Bay, to the city or town boundary of the community of the employee's permanent residence shall, to the extent of the capacity of the Accommodations Complex and other accommodations available to the Contractor, be provided with accommodations at no cost to the employee.
- 25.05 When an employee is entitled to accommodations pursuant to this Article and accommodation or space is not available, such employee shall be provided a board allowance in accordance with Article 25.07.

If accommodation space becomes available, such employee must commence residing at the accommodations within seven (7) days of being so notified. The employee shall cease being paid the board allowance once they commence residing at the accommodations or upon the expiration of seven (7) days of being notified, whichever is first.

- 25.06 The travel allowance in accordance with Article 25.03 shall be as follows:

- a) \$0.72 per road kilometer effective May 1, 2012;
- b) \$0.74 per road kilometre effective May 1, 2013;
- c) \$0.76 per road kilometer effective May 1, 2014;
- d) \$0.78 per road kilometer effective May 1, 2015;
- e) \$0.80 per road kilometer effective May 1, 2016;
- f) \$0.82 per road kilometer effective May 1, 2017.

- 25.07 The board allowance in accordance with Article 25.05 shall be as follows:

- a) \$100.00 per day effective May 1, 2012;
- b) \$104.00 per day effective May 1, 2013;
- c) \$108.00 per day effective May 1, 2014;
- d) \$112.00 per day effective May 1, 2015;
- e) \$116.00 per day effective May 1, 2016;
- f) \$120.00 per day effective May 1, 2017.

25.08 Zone 1 through 5:

An employee, whose permanent residence is located in Zones 1 through 5 as set out below shall be provided a Travel Allowance for Work Schedules of ten (10) consecutive days or more, provided the employee travels by road from the Site or Accommodation Complex to the employee's permanent residence during a Work Schedule turnaround and upon providing proof of travel expense in a form satisfactory to the Contractor. The Travel Allowance shall be payable as follows:

- a) Zone 1 (100 – 200 km) - \$90 (round trip);
- b) Zone 2 (201 – 300 km) - \$120 (round trip);
- c) Zone 3 (301 – 400 km) - \$150 (round trip);
- d) Zone 4 (401 – 500 km) - \$220 (round trip);
- e) Zone 5 (501 – 700+ km) - \$260 (round trip).

25.09 Employees on a Work Schedule of ten (10) or more consecutive days, whose permanent residence is located outside of Labrador or in an area of Labrador only accessible by air, will be provided by the Contractor, during each Work Schedule turnaround, the following:

- a) For permanent Newfoundland residents, air transportation to and from St. John's, Deer Lake, Gander or such other designated hubs in Newfoundland to Happy Valley-Goose Bay;
- b) For permanent Labrador residents, air transportation to and from designated hubs in Labrador to Happy Valley-Goose Bay; and
- c) For permanent residents outside Newfoundland and Labrador, air transportation to and from designated hubs in other parts of Canada to Happy Valley-Goose Bay.

In the event that an overnight stay is required while in transit to the Site because of a disruption in air travel, the Contractor shall provide a Temporary Accommodation Allowance of one hundred and twenty dollars (\$120.00) for each day the employee is delayed provided such employees permanent residence is one hundred (100) kilometers or more from the departing hub and the employee provides proof of a hotel expenditure in a form satisfactory to the Contractor.

In the event an overnight stay is required because an employee is unable to leave Happy Valley-Goose Bay on the employee's turnaround because of a disruption in air travel, such employee may remain in the Accommodations Complex at no cost until air transportation from Happy Valley-Goose Bay is available.

The Association and/or Contractor shall provide ground transportation to and from the Site to the Happy Valley-Goose Bay airport.

Employees shall not be paid travel time.

Employees whose permanent residence is 100 kilometers or more from the designated airhead shall receive a payment equal to the travel zone payment set out in Article 25.08.

- 25.10 When an employee is laid off, the Contractor shall provide return air travel or a Travel Allowance consistent with Articles 25.08 and 25.09. Employees who quit or have their employment terminated for cause prior to the completion of the employee's Work Schedule may not be entitled to return air travel or Travel Allowance consistent with Articles 25.08 and 25.09.
- 25.11 For the purposes of this Article, all distances will be determined by a website used for measuring distances, which website will be agreed to by the Association and Council of Unions. A worker may appeal to construction management to have his/her travel distance reassessed.

Article 26 Wages and Benefits

- 26.01 All workers covered by this Agreement shall be paid in accordance with the classification in the applicable Trade Appendices attached as Schedule "D".
- 26.02 Payday shall be Thursday and the method of payment shall be by electronic deposit. A weekly Statement of Earnings and Deductions shall be issued to each worker on Thursday.
- 26.03 The Contractor shall remit contributions in an amount and manner as required by the applicable Trade Appendix. The remittance of these funds shall in no way require the Contractor to become or remain a member of any trustees' group or association as a condition for making these contributions
- 26.04 Changes to benefit contributions may be made at the request of a Union in writing, subject to the gross hourly package remaining unchanged. Such request to change benefit contributions may be made annually between April 1 and April 30 and shall be implemented no later than June 1.
- 26.05 The work week for payday purposes shall end on Saturday at midnight. Workers shall be paid on Thursday of the following week
- 26.06 The payment of wages shall be accompanied by a statement showing:
- a) Wage rate;
 - b) Number of hours paid at the straight time rate of pay;
 - c) Number of hours paid at the overtime rate of pay;
 - d) Amount of premium and allowances;
 - e) Vacation pay;
 - f) Holiday pay;
 - g) The amount and purpose of each deduction;
 - h) Name of the Contractor issuing the payment;

- i) The worker's name and payroll number;
- j) The pay period;
- k) Gross and net earnings; and
- l) Pension contributions.

Article 27 Lower Churchill Project Premium

27.01 In recognition of the uniqueness of the Lower Churchill Project, its importance to the Province of Newfoundland and Labrador and the duration of the Project, workers shall receive a Lower Churchill Project Premium payment of three dollars and fifty cents (\$3.50) per hour for all hours earned. Contractors shall pay the premium weekly. The premium is not part of the wage package and does not attract vacation pay and recognized holiday pay.

27.02 Upon layoff, workers shall receive the Lower Churchill Project Premium in their final pay.

Article 28 Resource Development Trades Council Industry Fund

28.01 The Contractor shall remit to the Council of Unions the sum of thirty cents (\$0.30) per person per hour earned for all hours earned by all members of the bargaining unit covered by this Agreement, which amount shall be in addition to the gross hourly package set out in each Trade Appendix.

Article 29 Canadian Building Trades Fund

29.01 The Contractors shall remit to the Canadian Building Trades Fund five cents (\$0.05) per person per hour earned for all hours earned by all members of the bargaining unit covered by this Agreement, which amount shall be in addition to the gross hourly package set out in each Trade Appendix.

Article 30 Termination of Employment

30.01 When an employee has been terminated or laid off while away from the Site, any personal belongings shall be shipped to his/her last known address, at the Employer's expense, unless previous arrangements have been made.

30.02 Contractors shall provide four (4) hours' notice or pay in lieu of notice to employees who are laid off. These four (4) hours are to be used for the purposes of picking up and returning the Contractor(s) tools, checking out of accommodations or in preparing his/her own tools for the next job.

- 30.03 Layoffs shall occur in reverse order of hiring priority described in Article 7. For greater clarity, the last worker laid off shall be Newfoundland and Labrador residents and layoffs shall be in compliance with the Benefits Strategy and hiring priority for qualified Labrador Innu, subject to the retained employees having the competence and qualifications necessary to complete the remaining work.
- 30.04 Workers who are laid off and for whom transportation is not available shall be entitled to receive accommodations until such transportation is made available by the Contractor.
- 30.05 In the event of a reduction of the workforce anyone promoted from journeyperson may be demoted to journeyperson. Anyone name hired as a foreman or general foreman shall be laid off as a foreman or general foreman.

Article 31 Tools

- 31.01 Workers are to supply appropriate tools in accordance with the schedules listed in the Trade Appendices attached to and made part of this Agreement.

The tools are subject to verification by the Contractor upon employment. If the Contractor deems other tools are necessary, they shall be supplied by the Contractor.

- 31.02 The worker's personal tools shall be in good condition when he/she is hired on the job and they shall be maintained and kept in good condition.
- 31.03 The Contractors will provide the appropriate lock-fast facilities for storage of personal tools.
- 31.04 Workers will be held responsible for tools, special and/or protective clothing and safety apparatus supplied to them by the Contractor. If the worker fails to return the supplied items in good condition to the Contractor, with the exception of fair wear and tear, at the time of termination or on request prior to the worker's termination, the replacement cost shall be deducted from any monies due to the worker.

Workers will not, however, be held responsible for loss or damage to Contractor supplied tools, clothing or equipment as a result of fire, theft due to break-in or forcible entry of Contractor arranged lock-fast facilities, provided the loss or damage is immediately reported by the worker, in writing, to the Contractor.

- 31.05 The Contractor shall replace a worker's personal tools when:
- a) The tools are destroyed by fire, lost through theft by forced entry of a designated storage place on the Contractor's premises and provided that the loss or damage is immediately reported by the worker, in writing, to the Contractor; and
 - b) In the course of the worker's work assignment, the tools are damaged beyond repair, provided the worker satisfies his/her Contractor the damage was not intentional or caused by the worker's failure to exercise due care and attention.

- 31.06 Contractors will not be held responsible for personal tools which have not been identified on the worker's tool list by an authorized representative of the Contractor. The worker shall provide an inventory list and the Contractor shall conduct an inventory check prior to commencement of work.
- 31.07 A worker's tools which have to be replaced or sent off the job site for repair will be replaced and returned as soon as possible.

Article 32 Welding Testing

- 32.01 When welders are hired on the Project, the Contractor hiring the welder shall compensate the Union supplying the welder, five hundred and fifty dollars (\$550.00) for each welding ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay for each ticket to compensate for time involved in completing each test. In the event a Union member is laid off and rehired by the Contractor or another Contractor working on Site, the Contractor or the other Contractor shall not be required to pay the five hundred and fifty dollars (\$550.00) for each ticket and the welder shall not be reimbursed pay if the same welding tickets are required. The Contractor is responsible for the cost of Canadian Welding Bureau re-certifications if the certification expires more than one (1) year after the welder commences to work on Site. These re-certifications shall be without loss of pay to a maximum of one (1) regularly scheduled work day at straight time.

Article 33 Lunch Room and Sanitary Facilities

- 33.01 The Contractor shall provide and maintain clean, heated, sanitary facilities which shall include modern flush toilets, urinals and wash basins. Where this is not practicable, chemical toilets and pump tank facilities will be provided.
- 33.02 Fresh, safe drinking water and sanitary cups shall be provided to the workers.
- 33.03 The Contractor shall provide lunch rooms and determine their location subject to restrictions of the work area in which the employees may take their breaks and meals.
- 33.04 When lunch rooms are used, they shall be kept heated and clean, with adequate size and seating capacity to accommodate the number of people using the facility. General lunch rooms shall be provided with reasonable amenities, such as kettles and microwaves.
- 33.05 There shall be suitable heated warm-up shacks for drying clothes.

Article 34 Apprenticeship and Training

- 34.01 The Association, the Contractors, the Council of Unions and the Unions agree, in alignment with the Benefits Strategy and obligations to the Labrador Innu, to create training, development and apprenticeship opportunities.
- 34.02 The Association, the Contractors, the Council of Unions and the Unions agree to the utilization of apprentices as follows:
- a) Not less than one (1) apprentice for every three (3) journeypersons; and
 - b) Not more than two (2) apprentices for each journeyperson.
- 34.03 Gender Equity and Diversity shall be a consideration when hiring or referring Apprentices to the Project as part of the Parties' cooperative effort to achieve and sustain participation rates for women and underrepresented groups established in consultation with the Province.
- 34.04 The employment of apprentices (within regulatory requirements and limitations) will be promoted throughout the duration of the Project and will provide for a spectrum of apprentices from the first year through the fourth year as appropriate to their respective trade(s). The Parties will facilitate this through the effective utilization of the hiring provisions contained in Article 7 of this Agreement.

Article 35 Leave of Absence

- 35.01 Workers shall be granted three (3) regularly scheduled work days leave with pay (the worker's regular rate times the number of hours the worker is scheduled to work on those days plus any applicable premium) commencing on the day after the date of death of the spouse or common law spouse, child (step child), parent (step parent), legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law or other relative or dependant living in the same principal residence.
- 35.02 Bereavement leave shall not be granted for time that would not normally have been worked and under no circumstances shall pay be granted for unscheduled overtime missed as a result of a worker's absence.
- 35.03 Workers shall be entitled to pregnancy, maternity, parental and adoption leave in accordance with the provisions of the Newfoundland and Labrador *Labour Standards Act* in effect as of the date of this Agreement.
- 35.04 Workers summoned to attend upon a court of inquiry or any other judicial proceeding as a juror or prospective juror in accordance with the Newfoundland and Labrador Jury Act, 1991 shall be paid the same as they would if they had been scheduled to work.

35.05 The Contractor may grant a leave of absence without pay to any employee for personal or cultural reasons. Requests for such leave shall be made in writing at least one week in advance; such leave shall not be arbitrarily denied.

Article 36 **Commissioning**

36.01 Commissioning activities are important to the success of the Project. During the Commissioning process, the Owner, EPCM or Commissioning Contractor may utilize Union members, Owner employees or vendor representatives or Commissioning Contractor employees who are not members of the bargaining unit. Notwithstanding any other Article in this Agreement, Union employees required for Commissioning may be selected by the Owner, EPCM or the Commissioning Contractor from the Council of Unions' bargaining unit or out-of-work list and may be required to work in multi-disciplined Crews. Commissioning work executed by Union members shall fall within the scope of this Agreement. Commissioning work executed by Owner employees, vendor employees or representatives or EPCM employees or Commissioning Contractor employees who are not members of the bargaining unit shall fall outside the scope of this Agreement.

Article 37 **Saving**

37.01 Should any provision of this Agreement be found by a court of competent jurisdiction to be in conflict with any law or regulation of Canada or Newfoundland and Labrador, such provision shall be superseded by such law or regulation. Notwithstanding such invalidation, the remaining provisions shall remain in full force and effect.

37.02 Unless prohibited from doing so by such law or regulation or court ruling, the Parties shall commence negotiations within fourteen (14) days to provide a valid replacement of such provision.

37.03 In the event that negotiations do not result in agreement on a legal replacement for such provision within fourteen (14) days of commencement of negotiations or such longer period as may be mutually agreed, the matter shall be resolved in accordance with the arbitration process in this Agreement.

Article 38 **Duration**

38.01 This Agreement shall be for a term commencing on the later of:

- a) Date of its signing; or
- b) Date the Lieutenant Governor-in-Council issued a Special Project Order respecting the Project and continuing for the duration of the work at the Site, including mobilization and demobilization by the Contractors except as provided herein.

- 38.02 Without restricting the generality of the foregoing, this Agreement ceases to apply when Mechanical Completion of the work is attained and is handed over to the Owner or its designate.
- 38.03 Mechanical Completion occurs when construction is physically complete (manufactured, fabricated, installed and connected), safe (related systems necessary for protection of personnel and property are in place), clean (flushed, clean and dry), tight (bolt tensioned, hydro tested and reinstated), inspected, tested and documented.
- 38.04 Notwithstanding Article 38.02, a unit(s), system(s) or area(s) may be deemed ready for acceptance by the Owner or its designate upon near completion. Upon acceptance, prior to Mechanical Completion by the Owner or its designate, this Agreement ceases to apply to that work.
- 38.05 Should the Owner or its designate require assistance from the Contractor in modifying, altering or fixing up any system or facility described above the work shall be performed by members of the Council of Unions.

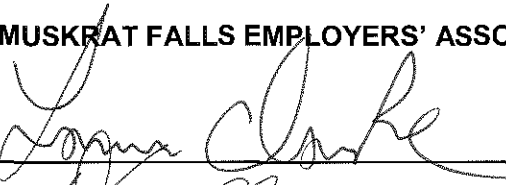
Signed at St. John's, Newfoundland and Labrador this 14th day of March, 2013.

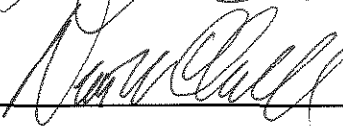
**RESOURCE DEVELOPMENT TRADES COUNCIL OF
NEWFOUNDLAND AND LABRADOR**



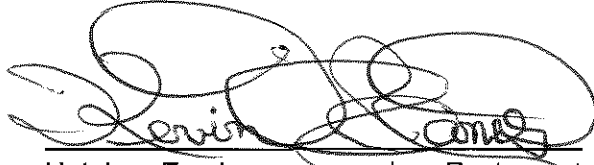


MUSKRAT FALLS EMPLOYERS' ASSOCIATION INC.

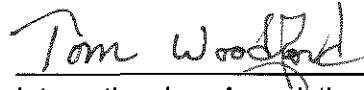




FORMALLY SIGNED AT ST. JOHN'S, NEWFOUNDLAND AND LABRADOR THIS _____ DAY OF MARCH, 2013 BY THE INDIVIDUAL MEMBERS OF THE RESOURCE DEVELOPMENT TRADES COUNCIL OF NEWFOUNDLAND AND LABRADOR



Hotel Employees and Restaurant Employees International Union and Local 779

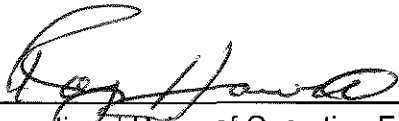


International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764



International Brotherhood of Electrical Workers and Local Union 1620

Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208

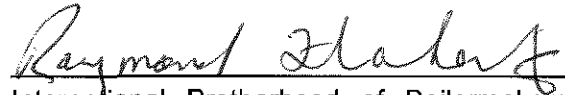


International Union of Operating Engineers and Local Union 904



The International Brotherhood of Teamsters and Local Union 855

International Union of Bricklayers and Allied Craftworkers and Local Union 1



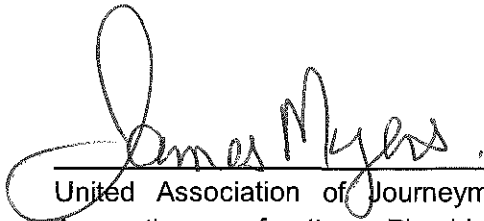
International Brotherhood of Boilermakers Iron Ship Builders Blacksmiths, Forgers and Helpers, Local 203

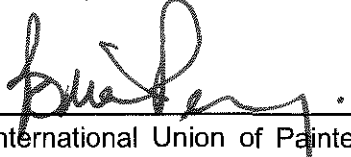


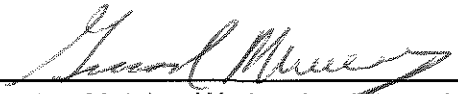
International Brotherhood of Electrical Workers and Local Union 2330





United Brotherhood of Carpenters and Joiners of America and Millwrights Local Union 1009



United Association of Journeymen and
Apprentices of the Plumbing and
Pipefitting Industry of the U.S. and
Canada, and Local Union 740


International Union of Painters and Allied
Trades and Local Union 1984


Sheet Metal Workers' International
Association and Local Union 512

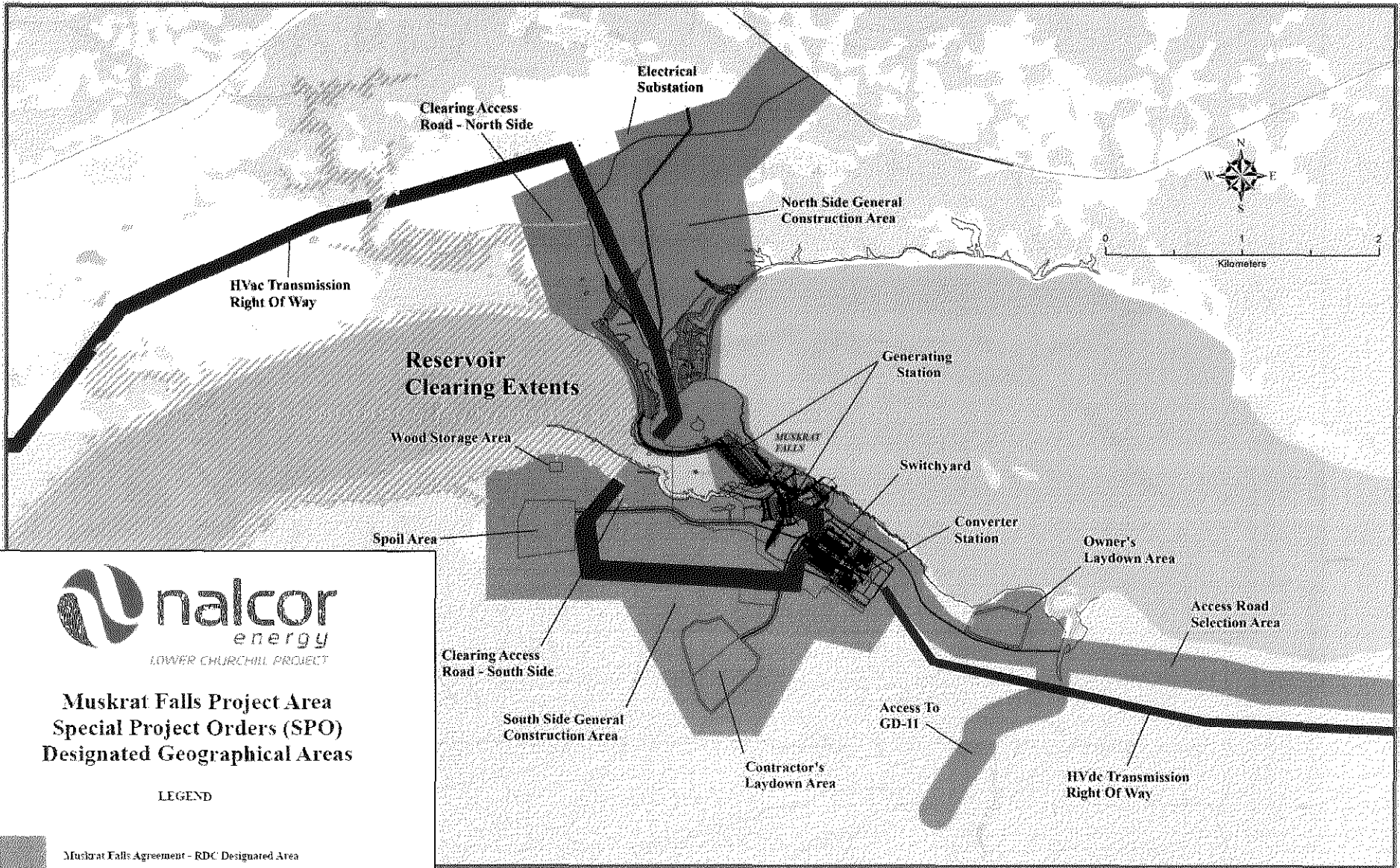

United Brotherhood of Carpenters and
Joiners of America and Carpenters Local
Union 579


International Association of Heat and Frost
Insulators and Allied Workers, Local Union
137


International Union of Elevator Constructors
and Local Union 125 A

SCHEDULE "A.1"
GEOGRAPHICAL AREA MAPS

Close up of the North Side and South Side General Construction Area

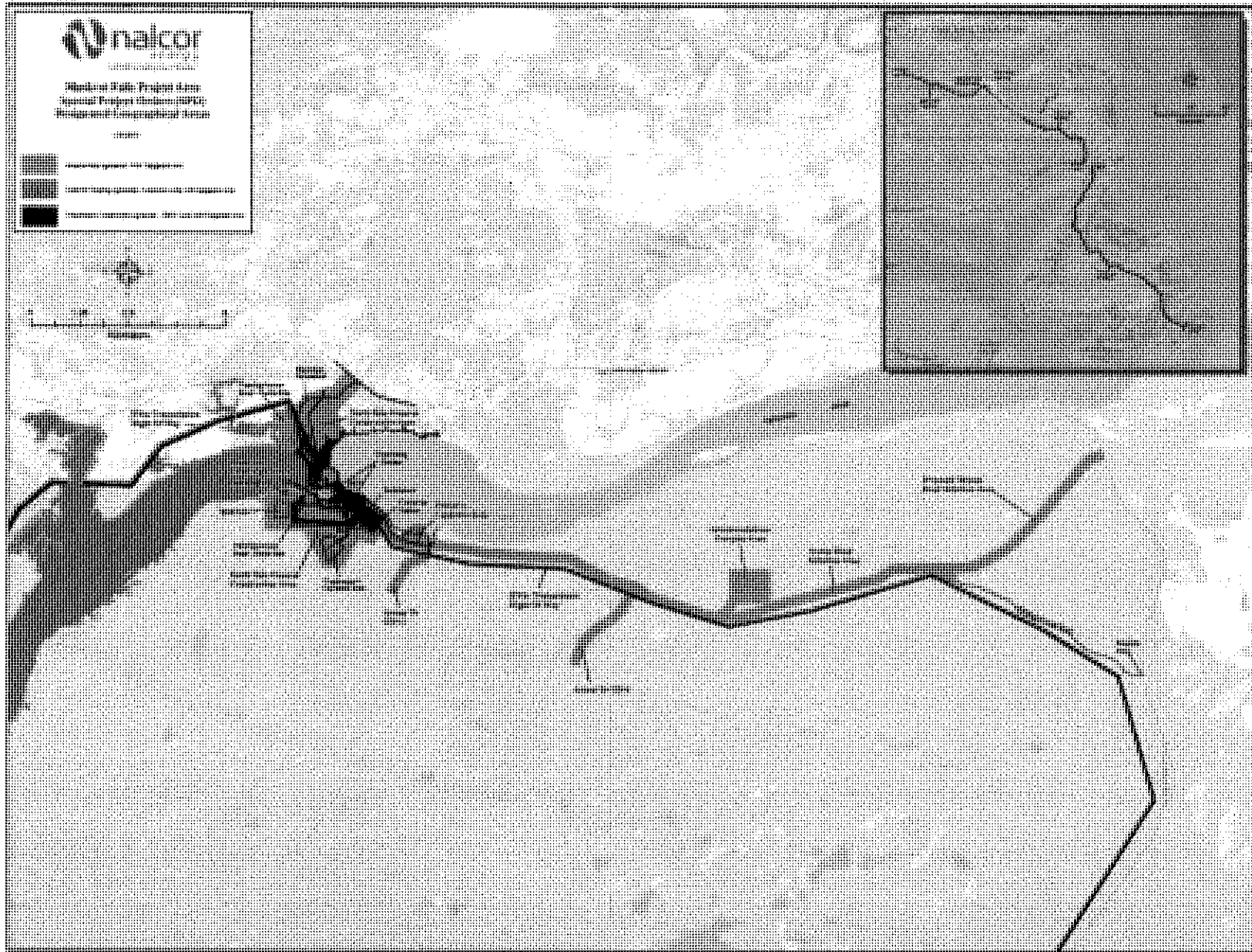


nalcor energy
LOWER CHURCHILL PROJECT

**Muskrat Falls Project Area
Special Project Orders (SPO)
Designated Geographical Areas**

LEGEND

- Muskrat Falls Agreement - RDC Designated Area
- Reservoir Clearing Agreement - Labourers Local 1208 Designated Area
- Transmission Construction Agreement - IBEW Local 1620 Designated Area



SCHEDULE "A.2"
SCOPE OF WORK

Schedule "A.2"**SCOPE OF WORK**

Scope of construction work that will be included will be as follows:

Designated quarries as per the Letter of Understanding, transportation of aggregate and till to the Site from the designated quarries, the construction of the Dams / Spillways, construction of the Powerhouse, construction of the Switch Yard at Muskrat Falls to the Anchor Bolts, the construction of foundation and envelope of the converter station building (structural steel, exterior cladding and roofing) at Muskrat Falls, bulk excavation of the Site for the Dam and Powerhouse, and construction and operation of the Accommodations Complex.

This scope of construction work does not include construction activities performed under another Special Project Order issued pursuant to Section 70 of the *Labour Relations Act* (as per Article 4.04(b)).

SCHEDULE "B"
JURISDICTIONAL UMPIRE – TERMS OF REFERENCE

Schedule "B"

JURISDICTIONAL UMPIRE – TERMS OF REFERENCE

SECTION I: DEFINITIONS

In this Agreement:

"Agreements between Unions" There are three types of Agreements – Agreements of Record, Attested Agreements and Non Attested Agreements. These Agreements are not binding on other crafts not signatory to the Agreements and, insofar as the Impartial Jurisdictional Disputes Board is concerned, they do not affect the claims or rights of work jurisdiction of Unions not parties to the Agreement.

"Agreements of Record" are those Agreements between Building Trades Unions which have been recorded with the Impartial Jurisdictional Disputes Board and are binding on the signatory Unions. These are the only Agreements contained in the "Green Book".

"Attested Agreements" are those Agreements signed by the General Presidents of two International Unions and attested to by the Impartial Jurisdictional Disputes Board. These Agreements have the same status as an Agreement of Record.

"Decision of Umpire" means the decision of work assignment made by the umpire.

"Decisions of Record" are those which appear in the publication commonly referred to as the "Green Book" published and approved by the Building and Construction Trades Department, AFL-CIO, (current issue), and are international or national in scope. They are applicable to all trades even though a dispute which resulted in a Decision of Record may originally have involved only two trades. They are not to be confused with job decisions rendered by the Impartial Jurisdictional Disputes Board which apply only to the job decisions. However, the Impartial Jurisdictional Disputes Board is required to give due consideration to Decisions of Record in arriving at job decisions. Decisions of Record in the "Green Book" do not appear in chronological order and are always referred to by dates.

"Impartial Jurisdictional Disputes Board" means the Impartial Jurisdictional Disputes Board in Washington, D.C., the International Appeal board, the International Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (approved June, 1984, as amended December 2008), or its successor.

"Intended Work Assignment" means the initial step wherein the Contractor declares his intention to assign certain work to a certain trade(s).

"Jurisdictional Dispute" means dispute between Unions and/or Unions and a Contractor over the assignment of work, or a difference between two or more Unions as to which trade or which workmen will do certain work which must be grounded and be founded upon the scope or claimed jurisdiction as set forth in the International Constitution applicable to the Claimant(s).

"Non Attested Agreements" are those which have not been filed with the Impartial Jurisdictional Disputes Board, nor attested by the Chairman of the Impartial Jurisdictional Disputes Board.

"Participating Contractor" means a Contractor working under the terms and conditions of this Agreement.

"Participating Unions" means a Union which is a member of the Council of Unions.

"Prevailing Practice" is the practice of that craft which submits valid evidence indicating that its members have performed more of the work in the area where the dispute exists than have members of other crafts. The area, for the purpose of determining the Prevailing Practice, shall be defined ordinarily to mean the geographical jurisdiction of the Province of Newfoundland and Labrador.

"Specific Work Assignment" means the assignment of work as determined by the umpire. The "intended work assignment" shall be considered the specific assignment where the assignment remains unchallenged before the umpire.

"Umpire" means the Jurisdictional Umpire appointed pursuant to Article 17:00 of this Agreement.

SECTION II PROCEDURES TO BE USED BY THE UMPIRE

1. Decisions of Record and Agreements of Record established by or recorded by the Impartial Jurisdictional Disputes Board, prevailing practice as defined, established international trade practice, together with a reasonable acceptance of considerations for efficiency and capacity to furnish construction services to the public at reasonable cost, shall be accepted by the umpire as factors in assigning work (see Article 2.2(b) of the Procedural Rules of the Canadian Plan).

2. Decisions on Assignment of work (Reference Article 17.00) – When the umpire has received a claim of work assignment from the Council of Unions or for a request for a decision from the Association or Contractor, he/she shall proceed to make a decision as outlined below:

- i) Any request for a decision shall contain the following information:
 - Name and address of the Contractor.
 - Disputing trades.
 - The assignment of work made by the Contractor.
 - A full and detailed description of the disputed work.
 - When the request is made by the Union, it shall also state the basis of its claim for the work.
- ii) All requests for services of an umpire shall be made to the RDC Office at 78 Brookfield Road, St. John's, NL.
- iii) The Council of Unions shall file a copy of each request for a decision with the Association, the affected Contractor(s), the umpire and all of the Local Union(s) involved in the dispute.

- iv) When notice of a request for a decision has been sent to a Union or Contractor directly affected, the Union or Contractor shall be allowed twenty-four (24) hours (except as provided below) in which to state its position to the umpire. The Union shall be notified of this period at the same time it is sent notice of the request for a decision.
- v) Where a request for a decision has been filed with the umpire by the Council of Unions, the Association or Contractor shall be requested to furnish a full description of the disputed work.
- vi) Where two Unions have established procedures for the adjustment of jurisdictional disputes without resorting to the procedures set out herein, they shall be allowed a reasonable length of time as determined by the umpire in which to effect a settlement which settlement must be approved by the Contractor. If the Unions are unable to reach agreement, they shall jointly render a statement of facts of the dispute to the umpire for a decision.
- vii) When the umpire has decided to process a dispute in accordance with the provisions of Article 17, the Union and Contractor(s) involved and the Association shall be notified and allowed five (5) working days from receipt of the notice in which to submit evidence. The Unions shall be notified by registered mail, courier, or facsimile of this period in each case processed.

The notice must also include a clear definition of the dispute on which evidence is to be secured, and the locality from which evidence will be received which shall be the same for both trades and shall be the Province of Newfoundland and Labrador. The umpire will consider only evidence which identifies projects within the Province of Newfoundland and Labrador and the Contractor on the project. It is desirable wherever possible for the evidence to show the year the work was performed and the amount of work involved.

- viii) If the umpire finds that the dispute is not covered by an appropriate or applicable Decision or Agreement of Record, he/she shall render a decision in which he/she shall consider the established and prevailing practices, in the Province of Newfoundland and Labrador specific to major projects, in the Province of Newfoundland and Labrador in other sections of the construction industry, Canada and the United States, in accordance with Section II 1) herein, and the decision shall be effective for the duration of the Project.
- ix) The Council of Unions and the Association shall ensure that their members promptly comply with each decision of the umpire.
- x) If, during the course of consideration of a dispute, the umpire should decide that there is a substantial and material question of fact which cannot be resolved on the basis of the available evidence, the umpire shall temporarily suspend the deliberation and make the investigation as he/she deems necessary to avail himself/herself of all facts and evidence bearing on the dispute.
- xi) If, during the course of consideration of a dispute, any Party to the dispute or the umpire should decide that there is a substantial and material question of technological change attendant to a dispute which cannot be resolved on the

basis of available evidence, the umpire shall temporarily suspend the deliberations and make any investigation as he/she deems necessary to avail himself/herself of all facts and evidence bearing on the dispute and shall in any event make a decision prior to the scheduled commencement of work.

- xii) In addition to all other requirements in these Rules and Regulations with respect to the form of a decision rendered by the umpire, it is also required that any decision shall include a brief statement of the description of the work in dispute and the conclusions of the umpire with respect to the principal material issues which are involved in the dispute. The umpire's written decision shall be as brief and concise as possible.
- xiii) In keeping with the expressed intent of the Parties to address jurisdictional matters in a timely, efficient and cost effective manner, the hearing may be conducted by electronic audio/visual means.
- xiv) Each Party to the jurisdictional dispute shall pay its own expenses. The fees and expenses for the umpire shall be paid by the losing Party.
- xv) Unless and until it is re-assigned by the umpire, work shall be performed in accordance with the Contractor's final mark up and the Contractor shall have no liability in respect of work subsequently re-assigned.
- xvi) Once a decision is rendered by an umpire as to a work assignment in a mark-up, such work assignment shall not be the subject of review by an umpire for the same work assignment under a different mark up and contractors will be required to assign the work in future mark ups as per the decision of the umpire for the duration of the Project, provided that the work or the method of performing the work is the same or substantially the same as the work that was awarded by the umpire or contained in the different mark-up.

SECTION III IMPLEMENTATION OF DECISIONS

Decisions as to jurisdiction claims and decisions determining whether or not the decisions have been violated as rendered by the umpire shall be binding, final and conclusive on all of the Parties agreeing to the operation of this Jurisdiction Dispute Resolution Plan, except as otherwise provided in Section III.

To further implement the decision of the umpire, any Party, may, at any time, file a complaint in writing with the umpire alleging a violation of a decision previously made. The umpire shall thereupon set a hearing to be held within three (3) days of receipt of the complaint with respect to the alleged violation and shall notify, by registered mail or facsimile, all interested Parties of the time and place thereof. The umpire shall conduct a hearing at the time and place specified in this notice. All Parties shall be given an opportunity to testify and present documentary evidence relating to the said matter of the hearing within forty-eight (48) hours after the conclusion thereof. The umpire shall render a written decision in the matter and shall state whether or not there has been a violation of his/her prior decision. Copies of the decision shall be mailed by registered mail or facsimile to all parties thereto. Should the umpire determine that there has been a violation of his/her decision, he/she shall order immediate compliance by the offending Party or Parties.

The umpire shall take the following action to enforce compliance with his/her decision including a directive to make a specific assignment of work.

- a) He/she shall levy a fine of \$250.00 per day for each violation against the offender, i.e. Contractor and/or Union, represented by the Parties hereto. The fine shall be paid to the Council of Unions and submitted to the affected Union or Unions consistent with the decision of the umpire. Should a member of either Party to this Agreement fail to pay the amount levied within fifteen (15) days, he/she shall be deprived of all benefits of the umpire until the time as the matter is adjusted to the satisfaction of the umpire.
- b) He/she shall file an application in any court of competent jurisdiction to have his/her decision confirmed and for entry of a judgment in conformity therewith.
- c) He/she shall take any further or additional action he/she deems necessary to secure compliance with his/her decision.
- d) The umpire shall determine the losing Party in each case. If the Contractor or Association's final assignment is changed by the umpire, the Contractor or Association (whichever Party made the assignment) and the assigned trade are the losing Parties, and they shall equally share the umpire's fees and expenses. If the Contractor or Association's final assignment is not changed by the umpire, the claiming trades shall pay the umpire's fees and expenses.

SECTION IV RECOURSE

Any Party or person bound by a decision of the umpire may apply for a Jurisdictional award to the Canadian Plan, or its successor, created by the Building and Construction Trades Department, AFL-CIO, and the person or Party shall be bound by all of the Procedural Rules and Regulations of the said Canadian Plan, or its successor, except as amended by this Agreement, so far as may be applicable, and shall be bound by any Decision of the said Canadian Plan, or its successor (including any decision of the International Appeal Board provided herein) as if the decision were a decision of the umpire referred to in Section II.

SCHEDULE "C"
LIST OF ARBITRATORS

Schedule "C"
LIST OF ARBITRATORS

1. Robert Andrews
2. Morgan Cooper
3. John Clarke
4. David Alcock
5. James Oakley
6. John Roil
7. Wayne Thistle
8. Norman Whalen

SCHEDULE "D"
TRADE APPENDICES

Schedule "D"
TRADE APPENDICES

Gross Hourly Package – the Gross Hourly Package as of May 1, 2012 is equal to the Gross Hourly Rate specified under the Construction Labour Relations Association ("CLRA") Collective Agreements for the RDC signatory members to the Project Agreement. In addition to the Gross Hourly Package, the following amounts are paid:

- a. Resource Development Trades Council Industry Fund - \$0.30 per hour paid on hours earned as per Article 28
- b. Canadian Building Trades Fund - \$0.05 per hour paid on hours earned as per Article 29

Gross Hourly Package Increases – provided above the May 1, 2012 CLRA rates are as follows:

- a. May 1, 2013 - \$2.00
- b. May 1, 2014 - \$2.50
- c. May 1, 2015 - \$2.00
- d. May 1, 2016 - \$2.50
- e. May 1, 2017 - \$2.00

**HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES
INTERNATIONAL AND HOTEL AND RESTAURANT WORKERS,
LOCAL UNION 779**

1.0 APPLICATION**Security**

- Group 1 Crew Chief (General Foreperson)
- Group 2 Assistant Crew Chief (Foreperson)
- Group 3 Security Officer, Communications, Dispatch

Catering – Kitchen / Dormitories & Janitorial

- Group 1- Chef
- Group 2- 1st Cook
- Group 3- Meat Cutter, Baker and Non-Working Foreperson
- Group 4- 2nd Cook, Service Attendant, Inventory Attendant
- Group 5- 3rd Cook, Baker's Helper, and Working Foreperson
- Group 6- Salad/Sandwich Person and Commissary
- Group 7- Pot/Dishwasher, Waiter/Waitress, Front Line Attendant, General Help, Camp Attendant/Housekeeping and Janitor

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

- 2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be 13% percent of gross wages including overtime for all employees.

3.0 HEALTH & WELFARE, PENSION, INDUSTRY AND TRAINING FUNDS

- 3.01 The Contractor shall remit the amounts in the attached Wage and Benefits Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.
- 3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.
- 3.03 Payments shall be made as follows:

(a) Health and Welfare, and Registered Retirement Savings Plan

Address: Benefit Plan Administrators
 7001 Mumford Road
 Tower 1, Suite 216
 Halifax, NS B3L 4N9

Cheques for each are payable to: Benefit Plan Administrators

(b) Building Fund

Address: Hotel & Restaurant Workers, Local 779
15-A Bay Bulls Road
P. O. Box 6142
St. John's, NL A1C 5X8

Cheques for each are payable to: Hotel & Restaurant Workers Local 799
Building Fund

(c) Industry (RDC) Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(d) Canadian Building Trades Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

3.04 Union Dues

Union Dues are per Article 6 shall be forwarded to:

Address: Hotel & Restaurant Workers, Local 779
15-A Bay Bulls Road
P. O. Box 6142
St. John's, NL A1C 5X8

4.0 UNIFORMS

4.01 Security – Section 1: Security personnel shall be provided with:

- (a) Summer clothing to consist of safety footwear, two pants, three shirts, two jackets and rain gear.
- (b) Winter clothing to consist of safety footwear, two pants, three shirts, leather gloves, one parka.

Uniforms shall have badges and decals clearly identifying security personnel. Alterations shall be the responsibility of the Employer.

4.02 Catering: All catering staff shall be supplied with:

- (a) Three uniforms per employee (Kitchen, Whites) and (Camp Attendants, Blues) and safety footwear. Alterations shall be the responsibility of the Employer.

5.0 BULLETIN BOARDS

5.01 The Union shall use the Bulletin Board for notices of importance concerning Union business and the Company agrees that they shall use the Bulletin Board for any business concerning Union matters, such as layoffs, hiring and recall.

6.0 SPLIT SHIFTS

6.01 Employees working a split shift shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked.

6.02 Employees required to work in excess of twelve (12) hours from commencement of their shift shall be paid overtime for all hours worked in excess of twelve(12).

6.03 There shall be one (1) split only in a split shift.

6.04 The split shift premium is not to be included in the base hourly rate when computing overtime.

7.0 SECURITY SPECIAL CONDITIONS

7.01 Notwithstanding Article 19 (Regular Work Schedule, Extended Work Schedule, and Overtime Provisions to Address Unique Project Needs) in the Agreement, the Crew Chief Security, Assistant Crew Chief Security, and Security workers may work a schedule of seven (7) consecutive twelve (12) hour shifts and seven (7) consecutive days off. The employee, when working this schedule, shall be paid one hundred and thirteen (113) hours at his/her straight time hourly rate of pay for such eighty-four (84) hours worked. Employees shall be paid sixteen point one four (16.14) hours for each regularly scheduled 12 hour shift worked on the 7 days on / 7 day offs Work Schedule. In the event that the employee does not work a regularly scheduled 12 hour shift on this work schedule, the amount paid to such employee shall be reduced sixteen point one four (16.14) hours for each day not worked on the Work Schedule. When working this schedule, the employee shall be paid the first fifty six and one-half (56.5) hours in the week worked (provided such employee worked each of the scheduled work days), and the other fifty six and one-half (56.5) hours in his/her week off (provided such employee worked each of the scheduled work days).

7.02 Notwithstanding Article 19 (Regular Work Schedule, Extended Work Schedule, and Overtime Provisions to Address Unique Project Needs) in the Agreement, the Crew Chief Security, Assistant Crew Chief Security, and Security workers may work a schedule of fourteen (14) consecutive twelve (12) hour shifts and fourteen (14) consecutive days off. The employee, when working this schedule, shall be paid two hundred and twenty six (226) hours at his/her straight time hourly rate of pay for such one hundred and sixty eight (168) hours worked. Employees shall be paid sixteen point one four (16.14) hours for each regularly scheduled 12 hour shift worked on the 14 days on / 14 days off Work Schedule. In the event that the employee does not work a

regularly scheduled 12 hour shift on this work schedule, the amount paid to such employee shall be reduced sixteen point one four (16.14) hours for each day not worked on the Work Schedule. When working this schedule, each of the two weeks such employee works (provided such employee worked each of the scheduled work days), the employee shall be paid fifty-six and one-half (56.5) hours, and fifty-six and one-half (56.5) hours each of the weeks in his/her two weeks off (provided such employee worked each of the scheduled work days).

8.0 CASUAL WORKERS

- 8.01 Casual workers may be procured by the employer and shall be hired to replace full time workers who are on vacation, have approved leave of absence, off due to illness, or replacements for no-shows. Casual workers shall be referred by the Union after being notified by the Contractor of the identity of the casual workers the employer wishes to hire.
- 8.02 Casual workers shall be advised that no assurance is given or assumed that they shall be promoted by the Contractor to a full time position.
- 8.03 Casual workers shall pay three percent (3%) working dues only.

9.0 ASSISTANT CREW CHIEFS

- 9.01 Assistant Crew Chiefs shall be Working Forepersons when supervising a crew of four (4) employees or less, whether or not there is a Crew Chief. Once a crew exceeds four (4) employees, the Assistant Crew Chief shall be Non-Working.

10.0 LOWER CHURCHILL PROJECT PREMIUM ALLOCATION

- 10.01 The Lower Churchill Project Premium paid pursuant to Article 27 of the Agreement shall be allocated as follows:
- (a) Two dollars and fifty cents (\$2.50) for each hour earned to be paid into the Employees' Registered Retirement Savings Plan to the Benefit Plan Administrator in accordance with 3.03(a) monthly.
 - (b) One dollar (\$1.00) for each hour earned to be paid weekly.

**Hotel Employees and Restaurant Employees International
And Hotel and Restaurant Workers, Local Union 779
Schedule "A"
Effective May 1, 2012**

Group	Classification	Hourly Rate	Vacation Pay (8%)	Holiday Pay (5%)	Health & Welfare	RRSP	Building Fund	Total Gross Hourly Package
Security								
Group 1	Crew Chief	\$ 32.97	\$ 2.64	\$ 1.65	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.40
Group 2	Assistant Crew Chief	\$ 31.43	\$ 2.51	\$ 1.57	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.66
Group 3	Security Officer, Communications Dispatch	\$ 29.94	\$ 2.40	\$ 1.50	\$ 3.00	\$ 7.50	\$ 2.64	\$ 46.98
Catering / Kitchen								
Group 1	Chef	\$ 33.91	\$ 2.71	\$ 1.70	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.46
Group 2	First Cook	\$ 30.93	\$ 2.47	\$ 1.55	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.10
Group 3	Baker, Meat Cutter, Non-Working Foreperson	\$ 29.94	\$ 2.40	\$ 1.50	\$ 3.00	\$ 7.50	\$ 2.64	\$ 46.98
Group 4	2nd Cook, Inventory Attendant, Service Attendant	\$ 28.92	\$ 2.31	\$ 1.45	\$ 3.00	\$ 7.50	\$ 2.64	\$ 45.82
Group 5	3rd Cook, Baker's Helper, Working Foreperson	\$ 28.44	\$ 2.28	\$ 1.42	\$ 3.00	\$ 7.50	\$ 2.64	\$ 45.28
Group 6	Salad / Sandwich Person, Commissary	\$ 27.93	\$ 2.23	\$ 1.40	\$ 3.00	\$ 7.50	\$ 2.64	\$ 44.71
Group 7	Pot/Dishwasher, Waiter/Waitress, Front Line Attendant, General Help	\$ 26.92	\$ 2.15	\$ 1.35	\$ 3.00	\$ 7.50	\$ 2.64	\$ 43.56
Catering / Dormitories								
Group 3	Non-Working Foreperson	\$ 29.94	\$ 2.40	\$ 1.50	\$ 3.00	\$ 7.50	\$ 2.64	\$ 46.98
Group 5	Working Foreperson	\$ 28.44	\$ 2.28	\$ 1.42	\$ 3.00	\$ 7.50	\$ 2.64	\$ 45.28
Group 7	Camp Attendant / Housekeeping	\$ 26.92	\$ 2.15	\$ 1.35	\$ 3.00	\$ 7.50	\$ 2.64	\$ 43.56
Janitorial								
Group 7	** Janitor	\$ 26.92	\$ 2.15	\$ 1.35	\$ 3.00	\$ 7.50	\$ 2.64	\$ 43.56

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Hotel Employees and Restaurant Employees International
And Hotel and Restaurant Workers, Local Union 779
Schedule "A"
Effective May 1, 2013**

Group	Classification	Hourly Rate	Vacation Pay (8%)	Holiday Pay (5%)	Health & Welfare	RRSP	Building Fund	Total Gross Hourly Package
Security								
Group 1	Crew Chief	\$ 34.74	\$ 2.78	\$ 1.74	\$ 3.00	\$ 7.50	\$ 2.64	\$ 52.40
Group 2	Assistant Crew Chief	\$ 33.20	\$ 2.66	\$ 1.66	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.66
Group 3	Security Officer, Communications Dispatch	\$ 31.71	\$ 2.54	\$ 1.59	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.98
Catering / Kitchen								
Group 1	Chef	\$ 35.68	\$ 2.85	\$ 1.78	\$ 3.00	\$ 7.50	\$ 2.64	\$ 53.46
Group 2	First Cook	\$ 32.70	\$ 2.62	\$ 1.64	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.10
Group 3	Baker, Meat Cutter, Non-Working Foreperson	\$ 31.71	\$ 2.54	\$ 1.59	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.98
Group 4	2nd Cook, Inventory Attendant, Service Attendant, Front Desk Attendant	\$ 30.69	\$ 2.46	\$ 1.53	\$ 3.00	\$ 7.50	\$ 2.64	\$ 47.82
Group 5	3rd Cook, Baker's Helper, Bartender, Working Foreperson	\$ 30.21	\$ 2.42	\$ 1.51	\$ 3.00	\$ 7.50	\$ 2.64	\$ 47.28
Group 6	Salad / Sandwich Person, Commissary	\$ 29.70	\$ 2.38	\$ 1.49	\$ 3.00	\$ 7.50	\$ 2.64	\$ 46.71
Group 7	* General Help	\$ 28.69	\$ 2.30	\$ 1.43	\$ 3.00	\$ 7.50	\$ 2.64	\$ 45.56
Catering / Dormitories								
Group 3	Non-Working Foreperson	\$ 31.71	\$ 2.54	\$ 1.59	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.98
Group 5	Working Foreperson	\$ 30.21	\$ 2.42	\$ 1.51	\$ 3.00	\$ 7.50	\$ 2.64	\$ 47.28
Group 7	Camp Attendant / Housekeeping	\$ 28.69	\$ 2.30	\$ 1.43	\$ 3.00	\$ 7.50	\$ 2.64	\$ 45.56
Janitorial								
Group 7	** Janitor	\$ 28.69	\$ 2.30	\$ 1.43	\$ 3.00	\$ 7.50	\$ 2.64	\$ 45.56

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Hotel Employees and Restaurant Employees International
And Hotel and Restaurant Workers, Local Union 779**
Schedule "A"
Effective May 1, 2014

Group	Classification	Hourly Rate	Vacation Pay (8%)	Holiday Pay (5%)	Health & Welfare	RRSP	Building Fund	Total Gross Hourly Package
Security								
Group 1	Crew Chief	\$ 36.96	\$ 2.96	\$ 1.85	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.90
Group 2	Assistant Crew Chief	\$ 35.42	\$ 2.83	\$ 1.77	\$ 3.00	\$ 7.50	\$ 2.64	\$ 53.16
Group 3	Security Officer, Communications Dispatch	\$ 33.93	\$ 2.71	\$ 1.70	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.48
Catering / Kitchen								
Group 1	Chef	\$ 37.90	\$ 3.03	\$ 1.89	\$ 3.00	\$ 7.50	\$ 2.64	\$ 55.96
Group 2	First Cook	\$ 34.92	\$ 2.79	\$ 1.75	\$ 3.00	\$ 7.50	\$ 2.64	\$ 52.60
Group 3	Baker, Meat Cutter, Non-Working Foreperson	\$ 33.93	\$ 2.71	\$ 1.70	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.48
Group 4	2nd Cook, Inventory Attendant, Service Attendant, Front Desk Attendant	\$ 32.91	\$ 2.63	\$ 1.65	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.32
Group 5	3rd Cook, Baker's Helper, Bartender, Working Foreperson	\$ 32.43	\$ 2.59	\$ 1.62	\$ 3.00	\$ 7.50	\$ 2.64	\$ 49.78
Group 6	Salad / Sandwich Person, Commissary	\$ 31.92	\$ 2.55	\$ 1.60	\$ 3.00	\$ 7.50	\$ 2.64	\$ 49.21
Group 7	* General Help	\$ 30.91	\$ 2.47	\$ 1.55	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.06
Catering / Dormitories								
Group 3	Non-Working Foreperson	\$ 33.93	\$ 2.71	\$ 1.70	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.48
Group 5	Working Foreperson	\$ 32.43	\$ 2.59	\$ 1.62	\$ 3.00	\$ 7.50	\$ 2.64	\$ 49.78
Group 7	Camp Attendant / Housekeeping	\$ 30.91	\$ 2.47	\$ 1.55	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.06
Janitorial								
Group 7	** Janitor	\$ 30.91	\$ 2.47	\$ 1.55	\$ 3.00	\$ 7.50	\$ 2.64	\$ 48.06

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Hotel Employees and Restaurant Employees International
And Hotel and Restaurant Workers, Local Union 779
Schedule "A"
Effective May 1, 2015**

Group	Classification	Hourly Rate	Vacation Pay (8%)	Holiday Pay (5%)	Health & Welfare	RRSP	Building Fund	Total Gross Hourly Package
Security								
Group 1	Crew Chief	\$ 38.73	\$ 3.10	\$ 1.94	\$ 3.00	\$ 7.50	\$ 2.64	\$ 56.90
Group 2	Assistant Crew Chief	\$ 37.19	\$ 2.97	\$ 1.86	\$ 3.00	\$ 7.50	\$ 2.64	\$ 55.16
Group 3	Security Officer, Communications Dispatch	\$ 35.70	\$ 2.86	\$ 1.78	\$ 3.00	\$ 7.50	\$ 2.64	\$ 53.48
Catering / Kitchen								
Group 1	Chef	\$ 39.67	\$ 3.17	\$ 1.98	\$ 3.00	\$ 7.50	\$ 2.64	\$ 57.96
Group 2	First Cook	\$ 36.69	\$ 2.93	\$ 1.83	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.60
Group 3	Baker, Meat Cutter, Non-Working Foreperson	\$ 35.70	\$ 2.86	\$ 1.78	\$ 3.00	\$ 7.50	\$ 2.64	\$ 53.48
Group 4	2nd Cook, Inventory Attendant, Service Attendant, Front Desk Attendant	\$ 34.68	\$ 2.77	\$ 1.73	\$ 3.00	\$ 7.50	\$ 2.64	\$ 52.32
Group 5	3rd Cook, Baker's Helper, Bartender, Working Foreperson	\$ 34.20	\$ 2.74	\$ 1.71	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.78
Group 6	Salad / Sandwich Person, Commissary	\$ 33.69	\$ 2.69	\$ 1.68	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.21
Group 7	* General Help	\$ 32.68	\$ 2.61	\$ 1.63	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.06
Catering / Dormitories								
Group 3	Non-Working Foreperson	\$ 35.70	\$ 2.86	\$ 1.78	\$ 3.00	\$ 7.50	\$ 2.64	\$ 53.48
Group 5	Working Foreperson	\$ 34.20	\$ 2.74	\$ 1.71	\$ 3.00	\$ 7.50	\$ 2.64	\$ 51.78
Group 7	Camp Attendant / Housekeeping	\$ 32.68	\$ 2.61	\$ 1.63	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.06
Janitorial								
Group 7	** Janitor	\$ 32.68	\$ 2.61	\$ 1.63	\$ 3.00	\$ 7.50	\$ 2.64	\$ 50.06

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
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**Hotel Employees and Restaurant Employees International
And Hotel and Restaurant Workers, Local Union 779**

Schedule "A"
Effective May 1, 2016

Group	Classification	Hourly Rate	Vacation Pay (8%)	Holiday Pay (5%)	Health & Welfare	RRSP	Building Fund	Total Gross Hourly Package
Security								
Group 1	Crew Chief	\$ 40.94	\$ 3.28	\$ 2.05	\$ 3.00	\$ 7.50	\$ 2.64	\$ 59.40
Group 2	Assistant Crew Chief	\$ 39.40	\$ 3.15	\$ 1.97	\$ 3.00	\$ 7.50	\$ 2.64	\$ 57.66
Group 3	Security Officer, Communications Dispatch	\$ 37.91	\$ 3.03	\$ 1.90	\$ 3.00	\$ 7.50	\$ 2.64	\$ 55.98
Catering / Kitchen								
Group 1	Chef	\$ 41.88	\$ 3.35	\$ 2.09	\$ 3.00	\$ 7.50	\$ 2.64	\$ 60.46
Group 2	First Cook	\$ 38.90	\$ 3.11	\$ 1.94	\$ 3.00	\$ 7.50	\$ 2.64	\$ 57.10
Group 3	Baker, Meat Cutter, Non-Working Foreperson	\$ 37.91	\$ 3.03	\$ 1.90	\$ 3.00	\$ 7.50	\$ 2.64	\$ 55.98
Group 4	2nd Cook, Inventory Attendant, Service Attendant, Front Desk Attendant	\$ 36.89	\$ 2.95	\$ 1.84	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.82
Group 5	3rd Cook, Baker's Helper, Bartender, Working Foreperson	\$ 36.41	\$ 2.91	\$ 1.82	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.28
Group 6	Salad / Sandwich Person, Commissary	\$ 35.90	\$ 2.87	\$ 1.79	\$ 3.00	\$ 7.50	\$ 2.64	\$ 53.71
Group 7	* General Help	\$ 34.89	\$ 2.79	\$ 1.74	\$ 3.00	\$ 7.50	\$ 2.64	\$ 52.56
Catering / Dormitories								
Group 3	Non-Working Foreperson	\$ 37.91	\$ 3.03	\$ 1.90	\$ 3.00	\$ 7.50	\$ 2.64	\$ 55.98
Group 5	Working Foreperson	\$ 36.41	\$ 2.91	\$ 1.82	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.28
Group 7	Camp Attendant / Housekeeping	\$ 34.89	\$ 2.79	\$ 1.74	\$ 3.00	\$ 7.50	\$ 2.64	\$ 52.56
Janitorial								
Group 7	** Janitor	\$ 34.89	\$ 2.79	\$ 1.74	\$ 3.00	\$ 7.50	\$ 2.64	\$ 52.56

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Hotel Employees and Restaurant Employees International
And Hotel and Restaurant Workers, Local Union 779
Schedule "A"
Effective May 1, 2017**

Group	Classification	Hourly Rate	Vacation Pay (8%)	Holiday Pay (5%)	Health & Welfare	RRSP	Building Fund	Total Gross Hourly Package
Security								
Group 1	Crew Chief	\$ 42.71	\$ 3.42	\$ 2.14	\$ 3.00	\$ 7.50	\$ 2.64	\$ 61.40
Group 2	Assistant Crew Chief	\$ 41.17	\$ 3.29	\$ 2.06	\$ 3.00	\$ 7.50	\$ 2.64	\$ 59.66
Group 3	Security Officer, Communications Dispatch	\$ 39.68	\$ 3.17	\$ 1.98	\$ 3.00	\$ 7.50	\$ 2.64	\$ 57.98
Catering / Kitchen								
Group 1	Chef	\$ 43.65	\$ 3.49	\$ 2.18	\$ 3.00	\$ 7.50	\$ 2.64	\$ 62.46
Group 2	First Cook	\$ 40.67	\$ 3.25	\$ 2.03	\$ 3.00	\$ 7.50	\$ 2.64	\$ 59.10
Group 3	Baker, Meat Cutter, Non-Working Foreperson	\$ 39.68	\$ 3.17	\$ 1.98	\$ 3.00	\$ 7.50	\$ 2.64	\$ 57.98
Group 4	2nd Cook, Inventory Attendant, Service Attendant, Front Desk Attendant	\$ 38.66	\$ 3.09	\$ 1.93	\$ 3.00	\$ 7.50	\$ 2.64	\$ 56.82
Group 5	3rd Cook, Baker's Helper, Bartender, Working Foreperson	\$ 38.18	\$ 3.05	\$ 1.91	\$ 3.00	\$ 7.50	\$ 2.64	\$ 56.28
Group 6	Salad / Sandwich Person, Commissary	\$ 37.67	\$ 3.01	\$ 1.88	\$ 3.00	\$ 7.50	\$ 2.64	\$ 55.71
Group 7	* General Help	\$ 36.66	\$ 2.93	\$ 1.83	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.56
Catering / Dormitories								
Group 3	Non-Working Foreperson	\$ 39.68	\$ 3.17	\$ 1.98	\$ 3.00	\$ 7.50	\$ 2.64	\$ 57.98
Group 5	Working Foreperson	\$ 38.18	\$ 3.05	\$ 1.91	\$ 3.00	\$ 7.50	\$ 2.64	\$ 56.28
Group 7	Camp Attendant / Housekeeping	\$ 36.66	\$ 2.93	\$ 1.83	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.56
Janitorial								
Group 7	** Janitor	\$ 36.66	\$ 2.93	\$ 1.83	\$ 3.00	\$ 7.50	\$ 2.64	\$ 54.56

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
ORNAMENTAL AND REINFORCING IRONWORKERS AND
LOCAL UNION 764**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

Structural:

Welders
Apprentices
Journeyman
Riggers
Connectors
Working foreperson
Non-working foreperson
Non-working general foreperson
Pre-heat / Post-heat

Rodman:

Welders
Apprentices
Riggers
Journeyman
Working foreperson
Non-working foreperson
Non-working general foreperson
Post-tensioning

1.02 When two (2) or more workers are employed, one (1) shall be selected by the Contractor to act as a Working foreperson and receive the wages as set forth in the Appendix.

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen and one half (13.5%) percent of gross wages including over-time for all employees.

3.0 BENEFITS FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: Manion Wilkins and Associates
222 Rowntree Dairy Road, 3rd Floor
Woodbridge, ON L4L 9T2

Cheques payable to: Trustees of Ironworkers Local Union 764 B.T.

(b) Pension Fund

Address: Manion Wilkins and Associates
222 Rowntree Dairy Road, 3rd Floor
Woodbridge, ON L4L 9T2

Cheques payable to: Trustees of Ironworkers Local Union 764 B.T.

(c) EAP

Address: Manion Wilkins and Associates
222 Rowntree Dairy Road, 3rd Floor
Woodbridge, ON L4L 9T2

Cheques payable to: Trustees of Ironworkers Local Union 764 B.T.

(d) Trade Promotion Fund

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(e) Trade Improvement Fund

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(f) Welding Testing Fund

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(g) Industry Fund (RDC)

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheques payable to: Resource Development Trades Council Industry Fund

(h) Apprentice Training

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(i) Impact

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(j) Canadian Building Trades Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheques Payable to: Canadian Building Trades Fund

4.0 UNION DUES AND FIELD DUES

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

5.0 APPRENTICES

- 5.01 Where Apprentices are employed, the Contractor shall pay wages in accordance with this Agreement, and will not be compelled, under any circumstances, to pay the Journeyman rate of pay. However, the Union recognizes the fact that the Contractor may, after consultation with the Union, increase the rate of pay for Apprentices that have demonstrated the ability to perform work at the next Apprenticeship level. When the Apprentice has completed his four thousand (4,000) hour program, he shall appear before the examining board of the Local Union and be required to pass a test before receiving his/her Journeyman Ironworkers card.

6.0 TOOLS

- 6.01 Employees shall furnish, for their own use, standard hand tools to enable them to effectively perform their work.

7.0 HEALTH AND SAFETY

- 7.01 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal equipment required in the normal course of his duties. On abnormally dirty or corrosive work, suitable coveralls, rubber gloves and rubber boots shall be provided when necessary; (not to include normal re-bar work), but including post tensioning and pre-stressing work.
- 7.02 Safety Harness and Double Lanyard with shock absorbers shall be signed for by employee and if not returned, then the employee shall pay the cost for the same.
- 7.03 On multi-storied erection projects, and on floors where employees are required to work, not more than two (2) floors or a distance of thirty (30) feet shall remain uncovered without suitable planking, decking or netting that is properly secured. The perimeter of the working floors shall have protection consisting of wire rope.
- 7.04 *Stiffening and Supporting Working Load Points:* Where iron is landed on the floor or any point of a structure under construction all connections shall be fully fitted and tightened and substantial supports provided to safely sustain such added weight.
- 7.05 *Riding The Load Fall:* No employee shall be permitted to ride the load. Riding the load fall shall not be allowed except for emergency reasons as determined by the foreperson and not more than two (2) employees any one time.
- 7.06 *Slings:* Steel cable will be used instead of chains or hemp slings. Slings using a ferruled eye instead of an open sliced eye shall have a Flemish splice in the eye with the ferrule. All slings shall be inspected weekly and slings with wires broken or cut off shall be destroyed by cutting in two (2) pieces. When floats or suspended scaffolds are used by workers using torches or welding equipment, fibre rope shall not be used to suspend such floats. Wire rope with a minimum 3/8" diameter shall be used.
- 7.07 *Protection of Signal Devices:* Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment to transmit or give

signals, directing work or operation or any and various devices in connection with work being done by employees.

- 7.08 *Overhead Crane Protection:* No employee shall be permitted to work on cranes rails unless safety provisions are taken regarding hot rails or crane operation while work is being performed.
- 7.09 *Operational Equipment:* To properly secure any or all operational controls two (2) key type locking devices shall be used. Such keys shall be divided between operating management and the foreperson supervising the crew.
- 7.10 *Blind Lifts:* When the vision of employee is impaired during the course of erection or hoisting of materials, and an adequate audio signal device is not available, and extra employee shall be employed to act as a signalperson.

8.0 IRONWORKERS REQUIRED ON CRANES

- 8.01 On all mobile or power operated rigs of any description utilized for heavy steel erection in the construction of a building, no less than four (4) employees and a foreperson shall be employed (this article is not applicable to boom trucks).

9.0 HEIGHT PAY

- 9.01 The premium above the regular hourly rate shall be paid to workers required to work at heights under such conditions: temporary staging, scaffolding, tower like structures or structures with a direct drop of forty (40) feet or more shall receive one dollar (\$1.00).

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764

**Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay (10%)	Holiday Pay (3.5%)	Health & Welfare Benefit	Pension Plan	EAP	Trade Promotion Fund	Trade Improve Fund	Welding Testing Fund	Apprentice Training Fund	Impact Fund	Gross Hourly Package
Structural												
General Foreman	\$ 38.93	3.89	1.36	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 53.01
+20% over JM Rate												
Foreman	\$ 37.31	3.73	1.30	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 51.17
+15% over JM Rate												
Connectors	\$ 33.35	3.34	1.16	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 46.68
Journeyman	\$ 32.44	3.24	1.14	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 45.65
<u>Apprentices</u>												
1st 1000 hours - 70% of JM	\$ 22.71	2.27	0.80	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 34.61
2nd 1000 hours - 80% of JM	\$ 25.95	2.60	0.91	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 38.29
3rd 1000 hours - 90% of JM	\$ 29.20	2.92	1.02	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 41.97
4th 1000 hours - 95% of JM	\$ 30.82	3.08	1.08	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 43.81
Rodman (Rebar)												
General Foreman	\$ 37.55	3.76	1.31	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 51.45
+20% over JM Rate												
Foreman	\$ 35.98	3.60	1.26	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 49.67
+15% over JM Rate												
Journeyman	\$ 31.29	3.13	1.10	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 44.35
<u>Apprentices</u>												
1st 1000 hours - 70% of JM	\$ 21.90	2.19	0.77	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 33.69
2nd 1000 hours = 80% of JM	\$ 25.03	2.50	0.88	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 37.24
3rd 1000 hours = 90% of JM	\$ 28.16	2.82	0.99	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 40.80
4th 1000 hours - 95% of JM	\$ 29.73	2.97	1.04	1.81	5.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 42.57

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
Schedule "A"
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay (10%)	Holiday Pay (3.5%)	Health & Welfare Benefit	Pension Plan	EAP	Trade Promotion Fund	Trade Improve Fund	Welding Testing Fund	Apprentice Training Fund	Impact Fund	Gross Hourly Package
Structural												
General Foreman	\$ 39.98	4.00	1.40	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 55.21
+20% over JM Rate												
Foreman	\$ 38.32	3.83	1.34	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 53.32
+15% over JM Rate												
Connectors	\$ 34.23	3.42	1.19	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 48.67
Journeyman	\$ 33.32	3.33	1.17	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 47.65
Apprentices												
1st 1000 hours - 70% of JM	\$ 23.32	2.33	0.82	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 36.30
2nd 1000 hours - 80% of JM	\$ 26.66	2.67	0.93	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 40.09
3rd 1000 hours - 90% of JM	\$ 29.99	3.00	1.05	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 43.87
4th 1000 hours - 95% of JM	\$ 31.65	3.17	1.11	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 45.76
Rodman (Rebar)												
General Foreman	\$ 38.60	3.86	1.35	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 53.64
+20% over JM Rate												
Foreman	\$ 37.00	3.70	1.30	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 51.83
+15% over JM Rate												
Journeyman	\$ 32.17	3.22	1.13	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 46.35
Apprentices												
1st 1000 hours - 70% of JM	\$ 22.52	2.25	0.79	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 35.39
2nd 1000 hours = 80% of JM	\$ 25.74	2.57	0.90	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 39.04
3rd 1000 hours = 90% of JM	\$ 28.95	2.90	1.01	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 42.69
4th 1000 hours - 95% of JM	\$ 30.56	3.06	1.07	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 44.52

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
Schedule "A"
Effective May 1, 2014

Trade Classification	Basic Hourly Rate	Vacation Pay (10%)	Holiday Pay (3.5%)	Health & Welfare Benefit	Pension Plan	EAP	Trade Promotion Fund	Trade Improve Fund	Welding Testing Fund	Apprentice Training Fund	Impact Fund	Gross Hourly Package
Structural												
General Foreman	\$ 42.62	4.26	1.49	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 58.20
+20% over JM Rate												
Foreman	\$ 40.85	4.08	1.42	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 56.18
+15% over JM Rate												
Connectors	\$ 36.43	3.64	1.27	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 51.17
Journeyman	\$ 35.52	3.55	1.24	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 50.14
Apprentices												
1st 1000 hours - 70% of JM	\$ 24.86	2.49	0.88	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 38.06
2nd 1000 hours - 80% of JM	\$ 28.42	2.84	0.99	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 42.08
3rd 1000 hours - 90% of JM	\$ 31.97	3.20	1.12	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 46.12
4th 1000 hours - 95% of JM	\$ 33.74	3.37	1.18	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 48.12
Rodman (Rebar)												
General Foreman	\$ 41.24	4.12	1.44	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 56.63
+20% over JM Rate												
Foreman	\$ 39.53	3.95	1.38	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 54.69
+15% over JM Rate												
Journeyman	\$ 34.37	3.44	1.20	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 48.84
Apprentices												
1st 1000 hours - 70% of JM	\$ 24.06	2.41	0.84	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 37.14
2nd 1000 hours = 80% of JM	\$ 27.50	2.75	0.96	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 41.04
3rd 1000 hours = 90% of JM	\$ 30.93	3.09	1.08	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 44.93
4th 1000 hours - 95% of JM	\$ 32.65	3.27	1.14	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 46.89

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
 Schedule "A"
 Effective May 1, 2015

Trade Classification	Basic Hourly Rate	Vacation Pay (10%)	Holiday Pay (3.5%)	Health & Welfare Benefit	Pension Plan	EAP	Trade Promotion Fund	Trade Improve Fund	Welding Testing Fund	Apprentice Training Fund	Impact Fund	Gross Hourly Package
Structural												
General Foreman	\$ 44.74	4.47	1.57	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 60.61
+20% over JM Rate												
Foreman	\$ 42.87	4.28	1.50	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 58.48
+15% over JM Rate												
Connectors	\$ 38.19	3.82	1.33	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 53.17
Journeyman	\$ 37.28	3.73	1.30	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 52.14
<u>Apprentices</u>												
1st 1000 hours - 70% of JM	\$ 26.10	2.61	0.92	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 39.46
2nd 1000 hours - 80% of JM	\$ 29.82	2.98	1.04	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 43.67
3rd 1000 hours - 90% of JM	\$ 33.55	3.36	1.17	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 47.91
4th 1000 hours - 95% of JM	\$ 35.42	3.54	1.24	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 50.03
Rodman (Rebar)												
General Foreman	\$ 43.36	4.34	1.52	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 59.05
+20% over JM Rate												
Foreman	\$ 41.55	4.16	1.45	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 56.99
+15% over JM Rate												
Journeyman	\$ 36.13	3.61	1.26	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 50.83
<u>Apprentices</u>												
1st 1000 hours - 70% of JM	\$ 25.29	2.53	0.89	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 38.54
2nd 1000 hours = 80% of JM	\$ 28.90	2.89	1.01	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 42.63
3rd 1000 hours = 90% of JM	\$ 32.52	3.25	1.14	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 46.74
4th 1000 hours - 95% of JM	\$ 34.32	3.43	1.20	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 48.78

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764

Schedule "A"

Effective May 1, 2016

Trade Classification	Basic Hourly Rate	Vacation Pay (10%)	Holiday Pay (3.5%)	Health & Welfare Benefit	Pension Plan	EAP	Trade Promotion Fund	Trade Improve Fund	Welding Testing Fund	Apprentice Training Fund	Impact Fund	Gross Hourly Package
Structural												
General Foreman	\$ 47.38	4.74	1.66	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 63.61
+20% over JM Rate												
Foreman	\$ 45.40	4.54	1.58	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 61.35
+15% over JM Rate												
Connectors	\$ 40.39	4.04	1.41	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 55.67
Journeyman	\$ 39.48	3.95	1.38	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 54.64
Apprentices												
1st 1000 hours - 70% of JM	\$ 27.64	2.76	0.97	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 41.20
2nd 1000 hours - 80% of JM	\$ 31.58	3.16	1.11	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 45.68
3rd 1000 hours - 90% of JM	\$ 35.53	3.55	1.24	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 50.15
4th 1000 hours - 95% of JM	\$ 37.51	3.75	1.31	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 52.40
Rodman (Rebar)												
General Foreman	\$ 46.00	4.60	1.61	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 62.04
+20% over JM Rate												
Foreman	\$ 44.08	4.41	1.54	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 59.86
+15% over JM Rate												
Journeyman	\$ 38.33	3.83	1.34	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 53.33
Apprentices												
1st 1000 hours - 70% of JM	\$ 26.83	2.68	0.94	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 40.28
2nd 1000 hours = 80% of JM	\$ 30.66	3.07	1.07	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 44.63
3rd 1000 hours = 90% of JM	\$ 34.50	3.45	1.21	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 48.99
4th 1000 hours - 95% of JM	\$ 36.41	3.64	1.27	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 51.15

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
Schedule "A"
Effective May 1, 2017

Trade Classification	Basic Hourly Rate	Vacation Pay (10%)	Holiday Pay (3.5%)	Health & Welfare Benefit	Pension Plan	EAP	Trade Promotion Fund	Trade Improve Fund	Welding Testing Fund	Apprentice Training Fund	Impact Fund	Gross Hourly Package
Structural												
General Foreman	\$ 49.49	4.95	1.73	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 66.00
+20% over JM Rate												
Foreman	\$ 47.43	4.74	1.66	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 63.66
+15% over JM Rate												
Connectors	\$ 42.15	4.22	1.47	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 57.67
Journeyman	\$ 41.24	4.12	1.44	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 56.63
<u>Apprentices</u>												
1st 1000 hours - 70% of JM	\$ 28.87	2.89	1.02	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 42.61
2nd 1000 hours - 80% of JM	\$ 32.99	3.30	1.15	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 47.27
3rd 1000 hours - 90% of JM	\$ 37.12	3.71	1.30	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 51.96
4th 1000 hours - 95% of JM	\$ 39.18	3.92	1.37	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 54.30
Rodman (Rebar)												
General Foreman	\$ 48.11	4.81	1.68	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 64.43
+20% over JM Rate												
Foreman	\$ 46.10	4.61	1.61	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 62.15
+15% over JM Rate												
Journeyman	\$ 40.09	4.01	1.40	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 55.33
<u>Apprentices</u>												
1st 1000 hours - 70% of JM	\$ 28.06	2.81	0.98	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 41.68
2nd 1000 hours = 80% of JM	\$ 32.07	3.21	1.12	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 46.23
3rd 1000 hours = 90% of JM	\$ 36.08	3.61	1.26	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 50.78
4th 1000 hours - 95% of JM	\$ 38.09	3.81	1.33	1.81	6.00	0.03	1.00	0.30	0.30	0.12	0.27	\$ 53.06

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS AND LOCAL UNION 1620**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

General Foreperson
Foreperson
Lead Lineperson
Journey (Lineperson and/or Cable Splicer)
Apprentices
Utility Worker

1.02 A lead lineperson is a journeyman having charge of not more than four (4) other tradespersons, whether journeymen, ground persons, or apprentices, or not more than twelve (12) utility workers. Only lead linepersons, journeymen and / or apprentice linepersons shall be allowed to frame poles on the ground.

A Foreperson shall be appointed when supervising more than four (4) other tradespersons whether journeymen, ground persons, or apprentices, or more than twelve (12) utility workers. A Foreperson shall not work with the tools of the trade when he/she supervises more than six (6) employees.

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including over-time for all employees, paid to the Union Office on the 15th of the following month, along with a list of names and amounts for each employee to the Union Office address below.

Address: IBEW Local 1620
67 LeMarchant Road
St. John's, NL A1C 2G9

Cheque payable to: Vacation Pay Trust Fund

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made to the following addresses:

(a) Health and Welfare Fund

Address: Benefit Plan Administrators
7001 Mumford Road, Suite 216
Halifax, NS B3L 4N9

Cheque payable to: IBEW Local 1620 Health and Welfare Benefit Trust

(b) Pension Fund

Address: Benefit Plan Administrators
7001 Mumford Road, Suite 216
Halifax, NS B3L 4N9

Cheque payable to: IBEW Local 1620 Pension Trust Fund

(c) Training and Scholarship Fund

Address: Benefit Plan Administrators
7001 Mumford Road, Suite 216
Halifax, NS B3L 4N9

Cheque payable to: IBEW Local 1620 Training and Scholarship Fund

(d) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(e) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union Dues as per Article 6 shall be forwarded to the following address:

Address: IBEW Local 1620
67 LeMarchant Road
St. John's, NL A1C 2G9

5.0 APPRENTICES

- 5.01 Except in the interest of safety, as stated below, the ratio of apprentices on hot line crews will be one (1) on every three (3) person truck and two (2) per truck on large crews subject to clearance from Newfoundland Light & Power Company Limited and Newfoundland & Labrador Hydro.
- 5.02 In the interest of safety, and in accordance with the Operating Lineperson's Program of Training, no first year apprentices will work on a hot line crew, no second year apprentices will work with a hot line crew working above 300 volts. Third and fourth year apprentices will work on live lines under the supervision of a qualified journeyman.
- 5.03 The Contractor agrees to cooperate to the fullest extent with any government instituted Apprenticeship Training Plan including the granting of time off for yearly in school training where requested by the employee or the Department of Human Resources, Labour and Employment.
- 5.04 The Contractor further agrees to endeavour to do all in their power to see that apprentices are given the necessary work experience as outlined in the Operating Lineperson's Course.
- 5.05 Apprentices who have attained a certificate in the linesperson's pre-employment course will be credited with six (6) months towards their apprenticeship (first year) and shall be paid first year rate for the remaining six (6) months.

6.0 TOOLS

- 6.01 Employees will supply one each of the following tools:

Belt & Pole Strap
Hooks, Pads and Straps
10" Crescent Wrench
12" Crescent Wrench
Set Ratchet and Sockets (1/2" Drive)
Ball Peen Hammer (2 lbs.)
9" Klien Pliers
Hand Line (other to be supplied by the Contractor)
Straight End Screwdriver (14")
Skinning Knife
3' Wooden Rule (all others to be supplied by the Contractor)
Non-Metallic Tape Measure (all others to be supplied by the Contractor)
Line Level
Spud Wrench (15/16")

**International Brotherhood of Electrical Workers
and Local Union 1620
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Gross Hourly Package
		10%	3%				
General Foreperson	\$ 34.18	3.42	1.03	1.00	4.55	0.25	\$ 44.43
+3.20 over JM rate							
Foreperson	\$ 32.18	3.22	0.97	1.00	4.55	0.25	\$ 42.17
+1.20 over JM rate							
Lead Lineperson	\$ 31.66	3.17	0.95	1.00	4.55	0.25	\$ 41.58
+.68 over JM rate							
Utility Worker	\$ 24.83	2.49	0.74	1.00	4.55	0.25	\$ 33.86
Mechanic	\$ 28.19	2.82	0.85	1.00	4.55	0.25	\$ 37.66
Operator + Driller/Blaster	\$ 27.52	2.76	0.83	1.00	4.55	0.25	\$ 36.91
Full-time Storekeeper	\$ 26.78	2.68	0.80	1.00	4.55	0.25	\$ 36.06
Instrument Person	\$ 25.42	2.55	0.76	1.00	4.55	0.25	\$ 34.53
Journey (Lineperson and/or Cable Splicer)	\$ 30.98	3.10	0.92	1.00	4.55	0.25	\$ 40.80
Apprentices							
1st year - 55% of JM	\$ 17.04	1.70	0.51	1.00	4.55	0.25	\$ 25.05
2nd year - 65% of JM	\$ 20.14	2.01	0.60	1.00	4.55	0.25	\$ 28.55
3rd year - 70% of JM	\$ 21.69	2.17	0.65	1.00	4.55	0.25	\$ 30.31
4th year - 80% of JM	\$ 24.79	2.48	0.74	1.00	4.55	0.25	\$ 33.81

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 1620
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Gross Hourly Package
		10%	3%				
General Foreperson	\$ 35.95	3.60	1.08	1.00	4.55	0.25	\$ 46.43
+3.20 over JM rate							
Foreperson	\$ 33.95	3.40	1.02	1.00	4.55	0.25	\$ 44.17
+1.20 over JM rate							
Lead Lineperson	\$ 33.43	3.34	1.01	1.00	4.55	0.25	\$ 43.58
+.68 over JM rate							
Utility Worker	\$ 26.60	2.66	0.80	1.00	4.55	0.25	\$ 35.86
Mechanic	\$ 29.96	3.00	0.90	1.00	4.55	0.25	\$ 39.66
Operator + Driller/Blaster	\$ 29.29	2.93	0.88	1.00	4.55	0.25	\$ 38.90
Full-time Storekeeper	\$ 28.55	2.86	0.86	1.00	4.55	0.25	\$ 38.07
Instrument Person	\$ 27.19	2.72	0.82	1.00	4.55	0.25	\$ 36.53
Journey (Lineperson and/or Cable Splicer)	\$ 32.75	3.28	0.98	1.00	4.55	0.25	\$ 42.81
Apprentices							
1st year - 55% of JM	\$ 18.01	1.80	0.54	1.00	4.55	0.25	\$ 26.15
2nd year - 65% of JM	\$ 21.29	2.13	0.64	1.00	4.55	0.25	\$ 29.86
3rd year - 70% of JM	\$ 22.93	2.29	0.69	1.00	4.55	0.25	\$ 31.71
4th year - 80% of JM	\$ 26.20	2.62	0.79	1.00	4.55	0.25	\$ 35.41

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 1620
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Gross Hourly Package
		10%	3%				
General Foreperson	\$ 38.16	3.82	1.14	1.00	4.55	0.25	\$ 48.92
+3.20 over JM rate							
Foreperson	\$ 36.16	3.62	1.08	1.00	4.55	0.25	\$ 46.66
+1.20 over JM rate							
Lead Lineperson	\$ 35.64	3.56	1.07	1.00	4.55	0.25	\$ 46.07
+ .68 over JM rate							
Utility Worker	\$ 28.81	2.89	0.86	1.00	4.55	0.25	\$ 38.36
Mechanic	\$ 32.17	3.22	0.97	1.00	4.55	0.25	\$ 42.16
Operator + Driller/Blaster	\$ 31.50	3.15	0.95	1.00	4.55	0.25	\$ 41.40
Full-time Storekeeper	\$ 30.76	3.08	0.92	1.00	4.55	0.25	\$ 40.56
Instrument Person	\$ 29.40	2.94	0.88	1.00	4.55	0.25	\$ 39.02
Journey (Lineperson and/or Cable Splicer)	\$ 34.96	3.50	1.04	1.00	4.55	0.25	\$ 45.30
Apprentices							
1st year - 55% of JM	\$ 19.23	1.92	0.58	1.00	4.55	0.25	\$ 27.53
2nd year - 65% of JM	\$ 22.72	2.27	0.68	1.00	4.55	0.25	\$ 31.47
3rd year - 70% of JM	\$ 24.47	2.45	0.73	1.00	4.55	0.25	\$ 33.45
4th year - 80% of JM	\$ 27.97	2.80	0.84	1.00	4.55	0.25	\$ 37.41

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 1620
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Gross Hourly Package
		10%	3%				
General Foreperson	\$ 39.93	4.00	1.20	1.00	4.55	0.25	\$ 50.93
+3.20 over JM rate							
Foreperson	\$ 37.93	3.79	1.14	1.00	4.55	0.25	\$ 48.66
+1.20 over JM rate							
Lead Lineperson	\$ 37.41	3.74	1.13	1.00	4.55	0.25	\$ 48.08
+.68 over JM rate							
Utility Worker	\$ 30.58	3.06	0.92	1.00	4.55	0.25	\$ 40.36
Mechanic	\$ 33.94	3.40	1.02	1.00	4.55	0.25	\$ 44.16
Operator + Driller/Blaster	\$ 33.27	3.33	1.00	1.00	4.55	0.25	\$ 43.40
Full-time Storekeeper	\$ 32.53	3.26	0.98	1.00	4.55	0.25	\$ 42.57
Instrument Person	\$ 31.17	3.12	0.94	1.00	4.55	0.25	\$ 41.03
Journey (Lineperson and/or Cable Splicer)	\$ 36.73	3.67	1.10	1.00	4.55	0.25	\$ 47.30
Apprentices							
1st year - 55% of JM	\$ 20.20	2.02	0.61	1.00	4.55	0.25	\$ 28.63
2nd year - 65% of JM	\$ 23.87	2.39	0.72	1.00	4.55	0.25	\$ 32.78
3rd year - 70% of JM	\$ 25.71	2.57	0.77	1.00	4.55	0.25	\$ 34.85
4th year - 80% of JM	\$ 29.39	2.94	0.88	1.00	4.55	0.25	\$ 39.01

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 1620
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Gross Hourly Package
		10%	3%				
General Foreperson	\$ 42.14	4.22	1.26	1.00	4.55	0.25	\$ 53.42
+3.20 over JM rate							
Foreperson	\$ 40.14	4.01	1.20	1.00	4.55	0.25	\$ 51.15
+1.20 over JM rate							
Lead Lineperson	\$ 39.62	3.96	1.19	1.00	4.55	0.25	\$ 50.57
+.68 over JM rate							
Utility Worker	\$ 32.79	3.28	0.98	1.00	4.55	0.25	\$ 42.85
Mechanic	\$ 36.15	3.62	1.08	1.00	4.55	0.25	\$ 46.65
Operator + Driller/Blaster	\$ 35.48	3.55	1.06	1.00	4.55	0.25	\$ 45.89
Full-time Storekeeper	\$ 34.74	3.48	1.04	1.00	4.55	0.25	\$ 45.06
Instrument Person	\$ 33.38	3.34	1.00	1.00	4.55	0.25	\$ 43.52
Journey (Lineperson and/or Cable Splicer)	\$ 38.94	3.89	1.16	1.00	4.55	0.25	\$ 49.79
Apprentices							
1st year - 55% of JM	\$ 21.42	2.14	0.64	1.00	4.55	0.25	\$ 30.00
2nd year - 65% of JM	\$ 25.31	2.53	0.76	1.00	4.55	0.25	\$ 34.40
3rd year - 70% of JM	\$ 27.26	2.73	0.82	1.00	4.55	0.25	\$ 36.61
4th year - 80% of JM	\$ 31.16	3.12	0.93	1.00	4.55	0.25	\$ 41.01

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 1620
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training and Scholarship	Gross Hourly Package
		10%	3%				
General Foreperson	\$ 39.93	4.00	1.20	1.00	4.55	0.25	\$ 50.93
+3.20 over JM rate							
Foreperson	\$ 37.93	3.79	1.14	1.00	4.55	0.25	\$ 48.66
+1.20 over JM rate							
Lead Lineperson	\$ 37.41	3.74	1.13	1.00	4.55	0.25	\$ 48.08
+.68 over JM rate							
Utility Worker	\$ 30.58	3.06	0.92	1.00	4.55	0.25	\$ 40.36
Mechanic	\$ 33.94	3.40	1.02	1.00	4.55	0.25	\$ 44.16
Operator + Driller/Blaster	\$ 33.27	3.33	1.00	1.00	4.55	0.25	\$ 43.40
Full-time Storekeeper	\$ 32.53	3.26	0.98	1.00	4.55	0.25	\$ 42.57
Instrument Person	\$ 31.17	3.12	0.94	1.00	4.55	0.25	\$ 41.03
Journey (Lineperson and/or Cable Splicer)	\$ 36.73	3.67	1.10	1.00	4.55	0.25	\$ 47.30
Apprentices							
1st year - 55% of JM	\$ 20.20	2.02	0.61	1.00	4.55	0.25	\$ 28.63
2nd year - 65% of JM	\$ 23.87	2.39	0.72	1.00	4.55	0.25	\$ 32.78
3rd year - 70% of JM	\$ 25.71	2.57	0.77	1.00	4.55	0.25	\$ 34.85
4th year - 80% of JM	\$ 29.39	2.94	0.88	1.00	4.55	0.25	\$ 39.01

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA AND
THE CONSTRUCTION AND GENERAL LABOURERS' UNION,
ROCK AND TUNNEL WORKERS AND LOCAL UNION 1208**

1.0 CLASSIFICATION

<u>Class 1:</u>	General Labourer Tamper Compactor Store & Tool Crib Attendant Grouter Rodman on Survey Chalker Pumpman Spotter Power Saw Operator Brush Cutter Powderman Helper Heaters & Fuel Attendant Electric / Air Chipping Tool Sandblasting, Masonry & Concrete Pickup & Service Vehicle Grinder Operator
<u>Class 2:</u>	Signal & Flagman Trades Helper
<u>Class 3:</u>	Motorized Buggie Checker Mortar Mixer Compressor Operator Mason Tender
<u>Class 4:</u>	Time Keeper / Office Clerk
<u>Class 5:</u>	Vibrator Operator Jack Hammer Driller Breaker
<u>Class 6:</u>	Wagon & Air Track Drill Operator Drill Doctor
<u>Class 7:</u>	Pipelayer
<u>Class 8:</u>	Diamond & Rotary Drill Hoist Operator Air Tugger Powderman
<u>Class 9:</u>	Cement Patcher & Rubber
<u>Class 10:</u>	Cement Finisher Roofer
<u>Class 11:</u>	Geomatic Technician (Surveyor)

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

- 2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be (13%) percent of gross wages including overtime for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefits Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health & Welfare Fund

Address: Benefit Plan Administrators
7001 Mumford Road
Tower 1, Suite 216
Halifax, NS B3L 4N9

Cheque payable to: Labourers Health & Welfare Trust

(b) Pension Fund

Address: Labourers Pension Fund of Central & Eastern Canada
PO Box 40, Station Q
Toronto, ON M4T 2L7

Cheque payable to: Labourers Pension Fund of Central and Eastern Canada

(c) Market Recovery

Address: LIUNA, Local 1208
Market Recovery Fund
PO Box 1872
St. John's, NL A1C 5R4

Cheque payable to: LIUNA, Local 1208

(d) Building Fund

Address: LIUNA, Local 1208
Building Fund
PO Box 1872
St. John's, NL A1C 5R4

Cheque payable to: LIUNA, Local 1208

(e) Industry / Training Fund

Address: Benefit Plan Administrators

7001 Mumford Road
 Tower 1, Suite 216
 Halifax, NS B3L 4N9

Cheque payable to: Labourers Local 1208 Training Fund

(f) Industry (RDC) Fund

Address: Resource Development Trades Council of Newfoundland and Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(g) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

3.04 Union Dues

Union Dues are per Article 6 shall be forwarded to:

Address: Labourers, Local 1208
 456 Water Street
 PO Box 1872
 St. John's, NL A1C 5R4

3.05 Height Pay

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

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

4.0 FOREPERSON

4.01 An employee appointed as a Foreperson shall receive \$1.75/hour over his/her classification. An employee appointed as a General Foreperson shall receive \$2.50/hour over his/her classification.

**Labourers' International Union Of North America and the
Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Fund	Building Fund	Market Recovery	Industry/ Training	Gross Hourly Package
		10%	3%						
Class 1	\$ 28.21	2.82	0.85	2.39	5.25	0.30	1.00	1.00	\$ 41.82
Class 2	\$ 28.25	2.83	0.85	2.39	5.25	0.30	1.00	1.00	\$ 41.87
Class 3	\$ 28.31	2.83	0.85	2.39	5.25	0.30	1.00	1.00	\$ 41.93
Class 4	\$ 28.36	2.84	0.85	2.39	5.25	0.30	1.00	1.00	\$ 41.99
Class 5	\$ 28.41	2.84	0.85	2.39	5.25	0.30	1.00	1.00	\$ 42.04
Class 6	\$ 28.46	2.85	0.85	2.39	5.25	0.30	1.00	1.00	\$ 42.10
Class 7	\$ 28.64	2.86	0.86	2.39	5.25	0.30	1.00	1.00	\$ 42.30
Class 8	\$ 28.71	2.87	0.86	2.39	5.25	0.30	1.00	1.00	\$ 42.38
Class 9	\$ 29.16	2.92	0.87	2.39	5.25	0.30	1.00	1.00	\$ 42.89
Class 10	\$ 29.26	2.93	0.88	2.39	5.25	0.30	1.00	1.00	\$ 43.01
Class 11	\$ 34.26	3.43	1.03	2.39	5.25	0.30	1.00	1.00	\$ 48.66

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Labourers' International Union Of North America and the
Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Fund	Building Fund	Market Recovery	Industry/ Training	Gross Hourly Package
		10%	3%						
Class 1	\$ 29.98	3.00	0.90	2.39	5.25	0.30	1.00	1.00	\$ 43.82
Class 2	\$ 30.02	3.00	0.90	2.39	5.25	0.30	1.00	1.00	\$ 43.86
Class 3	\$ 30.08	3.01	0.90	2.39	5.25	0.30	1.00	1.00	\$ 43.93
Class 4	\$ 30.13	3.01	0.90	2.39	5.25	0.30	1.00	1.00	\$ 43.98
Class 5	\$ 30.18	3.02	0.91	2.39	5.25	0.30	1.00	1.00	\$ 44.05
Class 6	\$ 30.23	3.02	0.91	2.39	5.25	0.30	1.00	1.00	\$ 44.10
Class 7	\$ 30.41	3.04	0.91	2.39	5.25	0.30	1.00	1.00	\$ 44.30
Class 8	\$ 30.48	3.05	0.91	2.39	5.25	0.30	1.00	1.00	\$ 44.38
Class 9	\$ 30.93	3.09	0.93	2.39	5.25	0.30	1.00	1.00	\$ 44.89
Class 10	\$ 31.03	3.10	0.93	2.39	5.25	0.30	1.00	1.00	\$ 45.00
Class 11	\$ 36.03	3.60	1.08	2.39	5.25	0.30	1.00	1.00	\$ 50.65

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Labourers' International Union Of North America and the
Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Fund	Building Fund	Market Recovery	Industry/ Training	Gross Hourly Package
		10%	3%						
Class 1	\$ 32.19	3.22	0.97	2.39	5.25	0.30	1.00	1.00	\$ 46.32
Class 2	\$ 32.23	3.22	0.97	2.39	5.25	0.30	1.00	1.00	\$ 46.36
Class 3	\$ 32.29	3.23	0.97	2.39	5.25	0.30	1.00	1.00	\$ 46.43
Class 4	\$ 32.34	3.23	0.97	2.39	5.25	0.30	1.00	1.00	\$ 46.48
Class 5	\$ 32.39	3.24	0.97	2.39	5.25	0.30	1.00	1.00	\$ 46.54
Class 6	\$ 32.44	3.24	0.97	2.39	5.25	0.30	1.00	1.00	\$ 46.59
Class 7	\$ 32.62	3.26	0.98	2.39	5.25	0.30	1.00	1.00	\$ 46.80
Class 8	\$ 32.69	3.27	0.98	2.39	5.25	0.30	1.00	1.00	\$ 46.88
Class 9	\$ 33.14	3.31	0.99	2.39	5.25	0.30	1.00	1.00	\$ 47.38
Class 10	\$ 33.24	3.32	1.00	2.39	5.25	0.30	1.00	1.00	\$ 47.50
Class 11	\$ 38.24	3.82	1.15	2.39	5.25	0.30	1.00	1.00	\$ 53.15

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Labourers' International Union Of North America and the
Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Fund	Building Fund	Market Recovery	Industry/ Training	Gross Hourly Package
		10%	3%						
Class 1	\$ 33.96	3.40	1.02	2.39	5.25	0.30	1.00	1.00	\$ 48.32
Class 2	\$ 34.00	3.40	1.02	2.39	5.25	0.30	1.00	1.00	\$ 48.36
Class 3	\$ 34.06	3.41	1.02	2.39	5.25	0.30	1.00	1.00	\$ 48.43
Class 4	\$ 34.11	3.41	1.02	2.39	5.25	0.30	1.00	1.00	\$ 48.48
Class 5	\$ 34.16	3.42	1.02	2.39	5.25	0.30	1.00	1.00	\$ 48.54
Class 6	\$ 34.21	3.42	1.03	2.39	5.25	0.30	1.00	1.00	\$ 48.60
Class 7	\$ 34.39	3.44	1.03	2.39	5.25	0.30	1.00	1.00	\$ 48.80
Class 8	\$ 34.46	3.45	1.03	2.39	5.25	0.30	1.00	1.00	\$ 48.88
Class 9	\$ 34.91	3.49	1.05	2.39	5.25	0.30	1.00	1.00	\$ 49.39
Class 10	\$ 35.01	3.50	1.05	2.39	5.25	0.30	1.00	1.00	\$ 49.50
Class 11	\$ 40.01	4.00	1.20	2.39	5.25	0.30	1.00	1.00	\$ 55.15

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Labourers' International Union Of North America and the
Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Fund	Building Fund	Market Recovery	Industry/ Training	Gross Hourly Package
		10%	3%						
Class 1	\$ 36.17	3.62	1.09	2.39	5.25	0.30	1.00	1.00	\$ 50.82
Class 2	\$ 36.21	3.62	1.09	2.39	5.25	0.30	1.00	1.00	\$ 50.86
Class 3	\$ 36.27	3.63	1.09	2.39	5.25	0.30	1.00	1.00	\$ 50.93
Class 4	\$ 36.32	3.63	1.09	2.39	5.25	0.30	1.00	1.00	\$ 50.98
Class 5	\$ 36.37	3.64	1.09	2.39	5.25	0.30	1.00	1.00	\$ 51.04
Class 6	\$ 36.42	3.64	1.09	2.39	5.25	0.30	1.00	1.00	\$ 51.09
Class 7	\$ 36.60	3.66	1.10	2.39	5.25	0.30	1.00	1.00	\$ 51.30
Class 8	\$ 36.67	3.67	1.10	2.39	5.25	0.30	1.00	1.00	\$ 51.38
Class 9	\$ 37.12	3.71	1.11	2.39	5.25	0.30	1.00	1.00	\$ 51.88
Class 10	\$ 37.22	3.72	1.12	2.39	5.25	0.30	1.00	1.00	\$ 52.00
Class 11	\$ 42.22	4.22	1.27	2.39	5.25	0.30	1.00	1.00	\$ 57.65

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**Labourers' International Union Of North America and the
Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Fund	Building Fund	Market Recovery	Industry/ Training	Gross Hourly Package
		10%	3%						
Class 1	\$ 37.94	3.79	1.14	2.39	5.25	0.30	1.00	1.00	\$ 52.81
Class 2	\$ 37.98	3.80	1.14	2.39	5.25	0.30	1.00	1.00	\$ 52.86
Class 3	\$ 38.04	3.80	1.14	2.39	5.25	0.30	1.00	1.00	\$ 52.92
Class 4	\$ 38.09	3.81	1.14	2.39	5.25	0.30	1.00	1.00	\$ 52.98
Class 5	\$ 38.14	3.81	1.14	2.39	5.25	0.30	1.00	1.00	\$ 53.03
Class 6	\$ 38.19	3.82	1.15	2.39	5.25	0.30	1.00	1.00	\$ 53.10
Class 7	\$ 38.37	3.84	1.15	2.39	5.25	0.30	1.00	1.00	\$ 53.30
Class 8	\$ 38.44	3.84	1.15	2.39	5.25	0.30	1.00	1.00	\$ 53.37
Class 9	\$ 38.89	3.89	1.17	2.39	5.25	0.30	1.00	1.00	\$ 53.89
Class 10	\$ 38.99	3.90	1.17	2.39	5.25	0.30	1.00	1.00	\$ 54.00
Class 11	\$ 43.99	4.40	1.32	2.39	5.25	0.30	1.00	1.00	\$ 59.65

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**INTERNATIONAL UNION OF OPERATING ENGINEERS
AND LOCAL UNION 904**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

Operator Group 1:

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

Operator Group 2:

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

Operator Group 3:

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

Operator Group 4:

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

Operator Group 5:

Operators of 6" discharge pumps and over, wellpoint systems and all other types of dewatering systems, concrete mixers of one cubic yard and over, portable air compressor over 150 C.F.M., "A" Frames, post hole augers, gas, diesel or steam driven generators over 50 H.P. (portable), and 4th. class stationary engineers. Operators of: rollers on grade work, driver mounted compaction units, concrete conveyors, and concrete pumps. Firemen and attendants for forced air, gas or oil burning temporary heating units of 500,000 BTU or over per hour; or five or more heating units of the same job site, signalman, pumps under 6" discharge where 3 or more pumps are employed on the same job site, driver mounted power sweeper, truck crane oiler drivers, oilers, bus driver.

Clerical Group 1:

Office Assistant, Receptionist, Typist, Clerk I
(All office equipment other than computers)

Clerical Group 2:

Clerk II, Administrative Assistant, Document Control
(Includes computers)

Clerical Group 3:

Payroll Clerk, Senior Clerk, Senior Administrative Assistant

1.02 Foreperson

There shall be the following classes of Foreperson:

Working Foreperson (as per Article 7.08(a)(iv))
Non-working Foreperson
General Foreperson

1.03 Foreperson

Working / Non-Working Foreperson – Working and Non-Working Foreperson shall receive a premium of fifteen (15%) percent over the hourly rate of the highest Operating Engineer classification under their supervision.

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

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including over-time for all employees.

3.0 BENEFIT FUNDS

3.01 Each Contractor shall contribute the amounts stated in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees and Social Insurance Numbers (SIN) in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health and Welfare Plan

Each payment shall be made by a cheque made payable to:

Address: O.E. Local 904 Trust
PO Box 96
St. John's, NL A1C 5H5

(b) Pension Plan

Each payment shall be made by a cheque made payable to:

Address: O.E. Local 904 Trust
PO Box 96
St. John's, NL A1C 5H5

(c) Training & Promotional Fund

Each payment shall be made by a cheque made payable to:

Address: Operating Engineers Training & Promotional Fund
62 Commonwealth Avenue
Mount Pearl, NL A1N 1W8

(d) Membership Benefit Fund

Each payment shall be made by a cheque made payable to:

Address: Operating Engineers Membership Benefit Fund
62 Commonwealth Avenue
Mount Pearl, NL A1N 1W8

(e) Charity Fund

Each payment shall be made by cheque made payable to:

Address: Operating Engineers Charity Fund
62 Commonwealth Avenue
Mount Pearl, NL A1N 1W8

(f) Industry Fund (RDC)

Each payment shall be made by cheque made payable to:

Address: Resource Development Trades Council Industry Fund
78 Brookfield Road
St. John's, NL A1E 3T9

(g) Canadian Building Trades Fund

Each payment shall be made by cheque made payable to:

Address: Canadian Building Trades Fund
 c/o Resource Development Trades Council of Newfoundland and
 Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

4.0 UNION DUES

4.01 Union Dues shall be deducted at the following rate:

- (a) Working dues – 3.5% of the employee’s gross income
- (b) Monthly dues - \$22.00 per month (identifying both deductions separately on report)

4.02 Union Dues as per Article 6 shall be forwarded to:

Address: Operating Engineers Local 904
 62 Commonwealth Avenue
 Mount Pearl, NL A1N 1W8

5.0 APPRENTICES

5.01 The Contractor, the Council of Unions and the Unions agree, to Project conditions and law, to maximize placement and utilization of apprentices as follows:

- a) Not less than one (1) apprentice for every three (3) journey persons; and
- b) Not more than two (2) apprentices for each journey person

5.02 Apprenticeship Rates and Other Conditions

The following scheme of remuneration shall apply for all apprentices:

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

5.03 A period shall be defined as six (6) months or one thousand (1000) working hours, whichever is greater.

5.04 Where an Apprentice is not available then an Oiler or Oiler Driver shall be utilized.

5.05 Utilization of Apprentices / Manning of Cranes

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

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

- (i) All conventional truck mounted or crawler cranes with a manufacturer's rating of 25 tons capacity and over.
 - (ii) All truck mounted hydraulic and rough terrain type cranes with a manufacturer's rating of 100 tons capacity and over.
 - (iii) All clams and draglines with a capacity over 1 ¾ cubic yards (excavators and shovels are excluded from Article 5.05(a)(iii) herein for the Lower Churchill Muskrat Falls Project Agreement only).
- (b) The following shall require one apprentice, oiler or oiler driver, for each two (2) pieces of equipment.
- (i) Climbing, tower, traveler, hammerhead, skyway, Kodiak and kangaroo type cranes.
- (c) The following shall require one apprentice, oiler and oiler driver, for each four (4) pieces of equipment;
- (i) All truck mounted hydraulic and rough terrain type cranes with a manufacturer's rating between thirty (30) and one hundred (100) tons capacity.
 - (ii) Shovels, clams and draglines with a manufacturer's capacity of 1 ¾ cubic yards and under.

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

6.0 SPECIAL CONDITIONS

6.01 Overtime Operations

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

6.02 Owner Operated Equipment

Owner Operated equipment performing work on the project shall be subject to the terms and conditions of the Agreement. Each Contractor shall advise the Council when Owner Operated Equipment is being contracted.

6.03 Heavy Lifting

Four (\$4.00) dollars per hour worked premium will be paid to operators of cranes from 225-300 tons. An additional thirty (\$0.30) cents per hour worked will be paid to the operator for every 50 tons thereafter (i.e. 450 ton crane + \$4.90 premium).

6.04 Boom Premium

A boom premium of one dollar and fifty cents (\$1.50) per hour worked shall be paid to crane operators operating cranes with a boom of 140-200 ft.

A boom premium of two dollars (\$2.00) per hour worked shall be paid to crane operators operating cranes with a boom in excess of 200 ft.

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

A telescopic hydraulic crane equipped with 140 – 200 ft. main boom, the premium shall apply regardless of the boom length in use. It may be main boom or a combination of main boom and jib that the total length applies.

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

6.05 Equipment Assembly

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

7.0 HEALTH AND SAFETY

7.01 The Contractor will provide, without cost, safety hats, rain coats, rubber boots, welding helmets, safety goggles, work gloves, coveralls, and safety equipment for high voltage work for the use of employees. The employee will sign for such equipment supplied by the Contractor and authorize deductions of the cost from his/her wages if he/she does not return such equipment in good condition, subject to reasonable wear and tear when they are returned. Employees who fail to observe and practice the established safety and working rules of the Contractor shall be subject to disciplinary action.

8.0 OWNER / OPERATORS – MANNED RENTED EQUIPMENT

8.01 Owner operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Where an "Owner/Operator" performs

work for which they have been engaged, they shall thereafter become an employee and be entitled to all of the provisions of this Agreement.

- 8.02 The Contractor agrees that they will not, under any circumstances, engage an Owner/Operator to perform work for them unless, and until, the Owner/Operator, prior to the commencement of such work obtains from the Union, a clearance or permit to perform such work.

9.0 EPCM

- 9.01 The document control persons employed by the Owner's EPCM Agent working in non-confidential positions shall be included in the bargaining unit and paid the appropriate Clerical Group Rate. All other clerical staff in confidential positions shall remain outside of the bargaining unit and shall not perform bargaining unit work.

10.0 TOOL LIST

- 10.01
- 1) ¼ Drive set standard and metric including ratchet and extensions
 - 2) 3/8 Drive set up to 7/8 socket standard and metric including ratchet and extensions
 - 3) Combination wrench set from ¼ to 1 ¼ and 5mm to 30mm
 - 4) ½ Drive socket set from 3/8 to 1 ¼ shallow and deep including ratchet and extensions
 - 5) ½ Drive metric socket set from 10mm to 30mm
 - 6) Punch and chisel set
 - 7) Various pliers, side cutters, water pump pliers, vise grip, wire crimpers, long nose pliers
 - 8) Pry bar set
 - 9) Various ball peen hammers
 - 10) Volt meter, test light
 - 11) Crow feet socket set from 3/8 to 15/16
 - 12) 3/8 drive air ratchet, ½ drive air impact
 - 13) Complete set of screwdrivers
 - 14) Allan wrenches metric and standard
 - 15) Torques bit socket set and screwdrivers
 - 16) Line wrenches from 3/8 to ¾ inclusive
 - 17) ½ Drive impact sockets 3/8 to 1 ¼
 - 18) ½ Drive impact swivel socket set ½ to 15/16

- 10.02 Tool Premium of one dollar and fifty cents (\$1.50) per hour worked.

**International Union of Operating Engineers and
Local Union 904
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Gross Hourly Package
		9%	4%						
Operating Engineers									
Group 1	\$ 32.30	2.91	1.29	2.15	5.70	0.90	0.25	0.20	\$ 45.70
Group 2	\$ 31.30	2.82	1.25	2.15	5.70	0.90	0.25	0.20	\$ 44.57
Group 3	\$ 30.90	2.78	1.24	2.15	5.70	0.90	0.25	0.20	\$ 44.12
Group 4	\$ 29.91	2.69	1.20	2.15	5.70	0.90	0.25	0.20	\$ 43.00
Group 5	\$ 29.17	2.62	1.17	2.15	5.70	0.90	0.25	0.20	\$ 42.16
Group 6	Working / Non-Working Foreperson will receive 15% over the highest classification under their supervision.								
Group 7	General Foreperson will receive 20% over the highest classification under their supervision.								
Apprentices									
1st Period	\$ 18.78	1.69	0.75	2.15	5.70	0.90	0.25	0.20	\$ 30.42
60% of Group 2									
2nd Period	\$ 20.35	1.83	0.81	2.15	5.70	0.90	0.25	0.20	\$ 32.19
65% Group 2									
3rd Period	\$ 21.91	1.97	0.88	2.15	5.70	0.90	0.25	0.20	\$ 33.96
70% of Group 2									
4th Period	\$ 23.48	2.11	0.94	2.15	5.70	0.90	0.25	0.20	\$ 35.73
75% of Group 2									
5th Period	\$ 25.04	2.25	1.00	2.15	5.70	0.90	0.25	0.20	\$ 37.49
80% of Group 2									
6th Period	\$ 28.17	2.54	1.13	2.15	5.70	0.90	0.25	0.20	\$ 41.04
90% of Group 2									
Clerical									
Group 1	\$ 23.06	2.08	0.92	2.15	5.70	0.90	0.25	0.20	\$ 35.26
Group 2	\$ 25.28	2.28	1.01	2.15	5.70	0.90	0.25	0.20	\$ 37.77
Group 3	\$ 26.62	2.40	1.07	2.15	5.70	0.90	0.25	0.20	\$ 39.29

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**International Union of Operating Engineers and
Local Union 904
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Gross Hourly Package
		9%	4%						
Operating Engineers									
Group 1	\$ 34.07	3.07	1.36	2.15	5.70	0.90	0.25	0.20	\$ 47.70
Group 2	\$ 33.07	2.98	1.32	2.15	5.70	0.90	0.25	0.20	\$ 46.57
Group 3	\$ 32.67	2.94	1.31	2.15	5.70	0.90	0.25	0.20	\$ 46.12
Group 4	\$ 31.68	2.85	1.27	2.15	5.70	0.90	0.25	0.20	\$ 45.00
Group 5	\$ 30.94	2.78	1.24	2.15	5.70	0.90	0.25	0.20	\$ 44.16
Group 6	Working / Non-Working Foreperson will receive 15% over the highest classification under their supervision.								
Group 7	General Foreperson will receive 20% over the highest classification under their supervision.								
Apprentices									
1st Period	\$ 19.84	1.79	0.79	2.15	5.70	0.90	0.25	0.20	\$ 31.62
60% of Group 2									
2nd Period	\$ 21.50	1.94	0.86	2.15	5.70	0.90	0.25	0.20	\$ 33.50
65% Group 2									
3rd Period	\$ 23.15	2.08	0.93	2.15	5.70	0.90	0.25	0.20	\$ 35.36
70% of Group 2									
4th Period	\$ 24.80	2.23	1.00	2.15	5.70	0.90	0.25	0.20	\$ 37.23
75% of Group 2									
5th Period	\$ 26.46	2.38	1.05	2.15	5.70	0.90	0.25	0.20	\$ 39.09
80% of Group 2									
6th Period	\$ 29.76	2.68	1.20	2.15	5.70	0.90	0.25	0.20	\$ 42.84
90% of Group 2									
Clerical									
Group 1	\$ 24.83	2.23	0.99	2.15	5.70	0.90	0.25	0.20	\$ 37.25
Group 2	\$ 27.05	2.43	1.08	2.15	5.70	0.90	0.25	0.20	\$ 39.76
Group 3	\$ 28.39	2.56	1.14	2.15	5.70	0.90	0.25	0.20	\$ 41.29

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**International Union of Operating Engineers and
Local Union 904
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Gross Hourly Package
		9%	4%						
Operating Engineers									
Group 1	\$ 36.28	3.27	1.45	2.15	5.70	0.90	0.25	0.20	\$ 50.20
Group 2	\$ 35.28	3.18	1.41	2.15	5.70	0.90	0.25	0.20	\$ 49.07
Group 3	\$ 34.88	3.14	1.40	2.15	5.70	0.90	0.25	0.20	\$ 48.62
Group 4	\$ 33.89	3.05	1.36	2.15	5.70	0.90	0.25	0.20	\$ 47.50
Group 5	\$ 33.15	2.98	1.33	2.15	5.70	0.90	0.25	0.20	\$ 46.66
Group 6	Working / Non-Working Foreperson will receive 15% over the highest classification under their supervision.								
Group 7	General Foreperson will receive 20% over the highest classification under their supervision.								
Apprentices									
1st Period	\$ 21.17	1.91	0.84	2.15	5.70	0.90	0.25	0.20	\$ 33.12
60% of Group 2									
2nd Period	\$ 22.93	2.06	0.91	2.15	5.70	0.90	0.25	0.20	\$ 35.10
65% Group 2									
3rd Period	\$ 24.70	2.22	0.99	2.15	5.70	0.90	0.25	0.20	\$ 37.11
70% of Group 2									
4th Period	\$ 26.46	2.38	1.06	2.15	5.70	0.90	0.25	0.20	\$ 39.10
75% of Group 2									
5th Period	\$ 28.22	2.54	1.12	2.15	5.70	0.90	0.25	0.20	\$ 41.08
80% of Group 2									
6th Period	\$ 31.75	2.86	1.27	2.15	5.70	0.90	0.25	0.20	\$ 45.08
90% of Group 2									
Clerical									
Group 1	\$ 27.04	2.43	1.08	2.15	5.70	0.90	0.25	0.20	\$ 39.75
Group 2	\$ 29.26	2.63	1.17	2.15	5.70	0.90	0.25	0.20	\$ 42.26
Group 3	\$ 30.60	2.75	1.23	2.15	5.70	0.90	0.25	0.20	\$ 43.78

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**International Union of Operating Engineers and
Local Union 904
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Gross Hourly Package
		9%	4%						
Operating Engineers									
Group 1	\$ 38.05	3.42	1.52	2.15	5.70	0.90	0.25	0.20	\$ 52.19
Group 2	\$ 37.05	3.33	1.48	2.15	5.70	0.90	0.25	0.20	\$ 51.06
Group 3	\$ 36.65	3.30	1.47	2.15	5.70	0.90	0.25	0.20	\$ 50.62
Group 4	\$ 35.66	3.21	1.43	2.15	5.70	0.90	0.25	0.20	\$ 49.50
Group 5	\$ 34.92	3.14	1.40	2.15	5.70	0.90	0.25	0.20	\$ 48.66
Group 6	Working / Non-Working Foreperson will receive 15% over the highest classification under their supervision.								
Group 7	General Foreperson will receive 20% over the highest classification under their supervision.								
Apprentices									
1st Period	\$ 22.23	2.00	0.88	2.15	5.70	0.90	0.25	0.20	\$ 34.31
60% of Group 2									
2nd Period	\$ 24.08	2.17	0.96	2.15	5.70	0.90	0.25	0.20	\$ 36.41
65% Group 2									
3rd Period	\$ 25.94	2.33	1.04	2.15	5.70	0.90	0.25	0.20	\$ 38.51
70% of Group 2									
4th Period	\$ 27.79	2.50	1.12	2.15	5.70	0.90	0.25	0.20	\$ 40.61
75% of Group 2									
5th Period	\$ 29.64	2.67	1.18	2.15	5.70	0.90	0.25	0.20	\$ 42.69
80% of Group 2									
6th Period	\$ 33.35	3.00	1.34	2.15	5.70	0.90	0.25	0.20	\$ 46.89
90% of Group 2									
Clerical									
Group 1	\$ 28.81	2.59	1.15	2.15	5.70	0.90	0.25	0.20	\$ 41.75
Group 2	\$ 31.03	2.79	1.24	2.15	5.70	0.90	0.25	0.20	\$ 44.26
Group 3	\$ 32.37	2.91	1.30	2.15	5.70	0.90	0.25	0.20	\$ 45.78

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**International Union of Operating Engineers and
Local Union 904
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Gross Hourly Package
		9%	4%						
Operating Engineers									
Group 1	\$ 40.26	3.62	1.61	2.15	5.70	0.90	0.25	0.20	\$ 54.69
Group 2	\$ 39.26	3.53	1.57	2.15	5.70	0.90	0.25	0.20	\$ 53.56
Group 3	\$ 38.86	3.50	1.55	2.15	5.70	0.90	0.25	0.20	\$ 53.11
Group 4	\$ 37.87	3.41	1.51	2.15	5.70	0.90	0.25	0.20	\$ 51.99
Group 5	\$ 37.13	3.34	1.49	2.15	5.70	0.90	0.25	0.20	\$ 51.16
Group 6	Working / Non-Working Foreperson will receive 15% over the highest classification under their supervision.								
Group 7	General Foreperson will receive 20% over the highest classification under their supervision.								
Apprentices									
1st Period	\$ 23.56	2.12	0.94	2.15	5.70	0.90	0.25	0.20	\$ 35.82
60% of Group 2									
2nd Period	\$ 25.52	2.30	1.02	2.15	5.70	0.90	0.25	0.20	\$ 38.04
65% Group 2									
3rd Period	\$ 27.48	2.47	1.10	2.15	5.70	0.90	0.25	0.20	\$ 40.25
70% of Group 2									
4th Period	\$ 29.45	2.65	1.18	2.15	5.70	0.90	0.25	0.20	\$ 42.48
75% of Group 2									
5th Period	\$ 31.41	2.83	1.25	2.15	5.70	0.90	0.25	0.20	\$ 44.69
80% of Group 2									
6th Period	\$ 35.33	3.18	1.42	2.15	5.70	0.90	0.25	0.20	\$ 49.13
90% of Group 2									
Clerical									
Group 1	\$ 31.02	2.79	1.24	2.15	5.70	0.90	0.25	0.20	\$ 44.25
Group 2	\$ 33.24	2.99	1.32	2.15	5.70	0.90	0.25	0.20	\$ 46.75
Group 3	\$ 34.58	3.11	1.39	2.15	5.70	0.90	0.25	0.20	\$ 48.28

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**International Union of Operating Engineers and
Local Union 904
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training Promotion	Member Benefits	Charity Fund	Gross Hourly Package
		9%	4%						
Operating Engineers									
Group 1	\$ 42.03	3.78	1.68	2.15	5.70	0.90	0.25	0.20	\$ 56.69
Group 2	\$ 41.03	3.69	1.64	2.15	5.70	0.90	0.25	0.20	\$ 55.56
Group 3	\$ 40.63	3.66	1.63	2.15	5.70	0.90	0.25	0.20	\$ 55.12
Group 4	\$ 39.64	3.57	1.59	2.15	5.70	0.90	0.25	0.20	\$ 54.00
Group 5	\$ 38.90	3.50	1.56	2.15	5.70	0.90	0.25	0.20	\$ 53.16
Group 6	Working / Non-Working Foreperson will receive 15% over the highest classification under their supervision.								
Group 7	General Foreperson will receive 20% over the highest classification under their supervision.								
Apprentices									
1st Period	\$ 24.62	2.22	0.98	2.15	5.70	0.90	0.25	0.20	\$ 37.02
60% of Group 2									
2nd Period	\$ 26.67	2.40	1.06	2.15	5.70	0.90	0.25	0.20	\$ 39.33
65% Group 2									
3rd Period	\$ 28.72	2.58	1.15	2.15	5.70	0.90	0.25	0.20	\$ 41.65
70% of Group 2									
4th Period	\$ 30.77	2.77	1.24	2.15	5.70	0.90	0.25	0.20	\$ 43.98
75% of Group 2									
5th Period	\$ 32.82	2.95	1.31	2.15	5.70	0.90	0.25	0.20	\$ 46.28
80% of Group 2									
6th Period	\$ 36.93	3.32	1.48	2.15	5.70	0.90	0.25	0.20	\$ 50.93
90% of Group 2									
Clerical									
Group 1	\$ 32.79	2.95	1.31	2.15	5.70	0.90	0.25	0.20	\$ 46.25
Group 2	\$ 35.01	3.15	1.40	2.15	5.70	0.90	0.25	0.20	\$ 48.76
Group 3	\$ 36.35	3.27	1.46	2.15	5.70	0.90	0.25	0.20	\$ 50.28

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND LOCAL UNION 855**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following classifications:

GROUP 1 Heavy Truck

Lowbed trucks, picker/boom truck (over 12 ton), bed tandem, concrete transit mix driver, magnum driver, fuel truck (over 2000 gallons), flat deck, articulate dumps, side dumps, dynamite truck, cat truck, rock truck, semi-trailer, pipe and pole trailer, light duty and heavy duty mechanics, forklifts and crane mobiles (used in warehouse area) and belly dump, semi-dump and fifth wheel.

GROUP 2 Dual Axle / Tandem Axle

Tree farmer, hovercraft, picker/boom truck (under 12 ton), dump truck, fuel truck (under 2000 gallons), garbage truck, lugger truck, rolloff truck, compactor truck, vacuum truck, bus, water truck, manhaul, crewcab, propane truck, and dump trucks.

GROUP 3 Single Axle

Bombardier, nodwell driver, track truck, farm type tractor, preheat truck, pick-up or car (except when used by supervisory personnel, office staff, and field engineering crews) pilot car, fuel truck helper, fuel pump attendants and small boat operators.

GROUP 4 Warehouse personnel

GROUP 5 Primary Care Paramedic

GROUP 6 Registered Nurse and Fire Prevention Officer

GROUP 7 Owner/Operators

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen percent (13%) of gross wages including overtime for all employees.

3.0 FOREPERSONS

3.01 Working Foreperson: When the Contractor works the first eight (8) workers on any one shift, one of these workers shall be appointed a Working Foreperson.

Where the Contractor works the second eight (8) workers on any one shift, one of these workers shall be appointed a Working Foreperson.

The Working Foreperson shall receive a premium of one dollar and fifty cents (\$1.50) per hour over the hourly rate of the highest classification under his/her supervision.

3.02 Non-Working Foreperson: Where the Contractor works more than sixteen (16) workers on any one shift, one of these workers shall be appointed a Non-working Foreperson.

The Non-working Foreperson shall receive a premium of one dollar and fifty cents (\$1.50) per hour over the hourly rate of the highest classification under his/her supervision.

- 3.03 Foreperson: Where three (3) or more pieces of equipment are worked on any one shift, all equipment shall be under the supervision of a Foreperson. At the Contractor's discretion, he/she may be a driver.
- 3.04 General Foreperson: Shall receive a premium of two dollars (\$2.00) per hour over the hourly rate of the highest classification under his/her supervision.

4.0 BENEFIT FUNDS

- 4.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following in which the hours were earned.
- 4.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.
- 4.03 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: Global Benefits
88 St. Regis Cres S
Toronto, ON M3J 1Y8

Cheque payable to: Teamsters Local 855 Health and Welfare Trust Fund

(b) Pension Fund

Address: Industrial Alliance
238 Brownlow Avenue, Suite 320
Dartmouth, NS B3B 1Y2

Cheque payable to: Industrial Alliance/Teamsters Local 855 Pension Plan

(c) Teamsters Building Fund

Address: Teamsters Union Local 855
PO Box 1472, Stn. C
St. John's, NL A1C 5N8

Cheque payable to: Teamsters Local 855 Teamsters Building Fund

(d) Advancement Fund

Address: Teamsters Union Local 855
 PO Box 1472, Stn. C
 St. John's, NL A1C 5N8

Cheque payable to: Teamsters Local 855 Advancement Fund

(e) Industry Fund (RDC)

Address: Resource Development Trades Council of
 Newfoundland and Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Trades Council Industry Fund

(f) Canadian Building Trades Fund

Address: Resource Development Trades Council of
 Newfoundland and Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

5.0 UNION DUES

5.01 Union dues shall be forwarded and payable to:

Address: Teamsters Local 855
 PO Box 1472, Stn. C
 St. John's, NL A1C 5N8

6.0 TOOLS

6.01 Mechanics shall provide and maintain hand tools necessary to the job.

7.0 OWNER/OPERATORS (GROUP 7)

7.01 The following provisions make up the way in which a Contractor or Sub-Contractor working under the Project Agreement fulfills its requirements for Dump Trucks.

1. Contractors or Sub-Contractors may provide their own trucks and the Union shall dispatch qualified Drivers who will be paid in accordance with the terms of the Collective Agreement.
2. Contractors or Sub-Contractors working under the Project Agreement may request Dump Trucks from Contractors who are signatory to the Teamsters CLRA Agreements and payment shall be paid the appropriate Group 7 Dump Truck hourly rate as per Schedule A or as adjusted from time to time as per Schedule B paragraph 2.

3. Contractors or Sub-Contractors working under the Project Agreement may hire Owner/Operators directly as per Schedule B.

8.0 WAREHOUSE APPRENTICESHIP RATES

8.01 The Teamsters will establish apprenticeship rates which shall be as follows:

- (a) 70% of the Warehouse Person's current hourly rate for hours worked from 0 – 1,000;
- (b) 80% of the Warehouse Person's current hourly rate for hours worked from 1,001 – 2,000;
- (c) 90% of the Warehouse Person's current hourly rate for hours worked from 2,001 – 3,000; and
- (d) 100% of the Warehouse Person's current hourly rate for hours worked in excess of 3,000 hours;

**PRIMARY CARE PARAMEDICS, REGISTERED NURSES AND FIRE PREVENTION
OFFICERS SUPPLEMENT TO TEAMSTERS
TRADE APPENDIX**

1.0 APPLICATION

1.01 This supplement shall apply to the following:

Primary Care Paramedic
Registered Nurse
Fire Prevention Officer (if fulltime person is required)

1.02 Fire Prevention Officer(s) will be hired if a Contractor determines a fulltime Fire Prevention Officer is required.

2.0 BENEFITS

2.01 All employees under this Supplement will participate in the Union's benefit package which includes Group Insurance and Pension.

3.0 PRIMARY CARE PARAMEDICS AND REGISTERED NURSES SPECIAL CONDITIONS

3.01 Notwithstanding Article 19 (Regular Work Schedule, Extended Work Schedule, and Overtime Provisions to Address Unique Project Needs) in the Agreement, the Primary Care Paramedics and Registered Nurses may work a schedule of seven (7) consecutive twelve (12) hour shifts and seven (7) consecutive days off. The employee, when working this schedule, shall be paid one hundred and thirteen (113) hours at his/her straight time rate of pay for such eighty-four (84) hours worked. Employees shall be paid sixteen point one four (16.14) hours for each regularly scheduled 12 hour shift worked on the 7 days on / 7 days off Work Schedule. In the event that the employee does not work a regularly scheduled 12 hour shift on this Work Schedule, the amount paid to such employee shall be reduced sixteen point one four (16.14) hours for each day not worked on the Work Schedule. When working this schedule, the employee shall be paid the first fifty six and one-half (56.5) hours in the week worked (provided such employee worked each of the scheduled work days), and the other fifty six and one-half (56.5) hours in his/her week off (provided such employee worked each of the scheduled work days).

3.02 Notwithstanding Article 19 (Regular Work Schedule, Extended Work Schedule, and Overtime Provisions to Address Unique Project Needs) in the Agreement, the Primary Care Paramedics and Registered Nurses may work a schedule of fourteen (14) consecutive twelve (12) hour shifts and fourteen (14) consecutive days off. The employee, when working this schedule, shall be paid two hundred and twenty six (226) hours at his/her straight time hourly rate of pay for such one hundred and sixty eight (168) hours worked. Employees shall be paid sixteen point one four (16.14) hours for each regularly scheduled 12 hour shift worked on the 14 days on / 14 days off Work Schedule. In the event that the employee does not work a regularly scheduled 12 hour shift on this Work Schedule, the amount paid to such employee shall be reduced sixteen point one four (16.14) hours for each day not worked on the Work Schedule. When

working this schedule, each of the two weeks such employee works (provided such employee worked each of the scheduled work days), the employee shall be paid fifty-six and one-half (56.5) hours, and fifty-six and one-half (56.5) hours each of the weeks in his/her two weeks off (provided such employee worked each of the scheduled work days).

**The International Brotherhood of Teamsters and
Local Union 855
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Teamsters Building Fund	Advancement Fund	Gross Hourly Package
		9%	4%					
Group 1 (Heavy Trucks)	\$ 33.20	2.99	1.33	1.70	2.00	0.25	0.50	\$ 41.97
Group 2 (Dual Axle/Tandem Axle)	\$ 32.99	2.97	1.32	1.70	2.00	0.25	0.50	\$ 41.73
Group 3 (Single Axle)	\$ 32.78	2.95	1.31	1.70	2.00	0.25	0.50	\$ 41.49
Group 4 (Warehouse)	\$ 33.20	2.99	1.33	1.70	2.00	0.25	0.50	\$ 41.97
Warehouse Apprentice 1 - 70%	\$ 23.24	2.09	0.93	1.70	2.00	0.25	0.50	\$ 30.71
Warehouse Apprentice 2 - 80%	\$ 26.56	2.39	1.06	1.70	2.00	0.25	0.50	\$ 34.46
Warehouse Apprentice 3 - 90%	\$ 29.88	2.69	1.20	1.70	2.00	0.25	0.50	\$ 38.22
Group 5 (Primary Care Paramedics)	\$ 38.61	3.47	1.54	1.70	2.00	0.25	0.50	\$ 48.07
Group 6 (Registered Nurse & Fire Prevention Officers)	\$ 44.32	3.99	1.77	1.70	2.00	0.25	0.50	\$ 54.53

Trade Classification	Basic Hourly Rate	Total (incl HST)	Adv. Fund	Building Fund	Gross Hourly Pkg
Group 7 (Dump Trucks)					
Tandem Axle	\$ 91.75	103.68	0.50	0.25	104.43
Tandem Tandem Axle	\$ 103.75	117.24	0.50	0.25	117.99

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**The International Brotherhood of Teamsters and
Local Union 855
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Teamsters Building Fund	Advancement Fund	Gross Hourly Package
		9%	4%					
Group 1 (Heavy Trucks)	\$ 34.97	3.15	1.40	1.70	2.00	0.25	0.50	\$ 43.97
Group 2 (Dual Axle/Tandem Axle)	\$ 34.76	3.13	1.40	1.70	2.00	0.25	0.50	\$ 43.74
Group 3 (Single Axle)	\$ 34.55	3.11	1.38	1.70	2.00	0.25	0.50	\$ 43.49
Group 4 (Warehouse)	\$ 34.97	3.15	1.40	1.70	2.00	0.25	0.50	\$ 43.97
Warehouse Apprentice 1 - 70%	\$ 24.48	2.20	0.98	1.70	2.00	0.25	0.50	\$ 32.11
Warehouse Apprentice 2 - 80%	\$ 27.98	2.52	1.12	1.70	2.00	0.25	0.50	\$ 36.07
Warehouse Apprentice 3 - 90%	\$ 31.47	2.83	1.26	1.70	2.00	0.25	0.50	\$ 40.01
Group 5 (Primary Care Paramedics)	\$ 40.38	3.63	1.62	1.70	2.00	0.25	0.50	\$ 50.08
Group 6 (Registered Nurse & Fire Prevention Officers)	\$ 46.09	4.15	1.84	1.70	2.00	0.25	0.50	\$ 56.53
Group 7 (Dump Trucks)	Basic Hourly Rate	Total (incl HST)	Adv. Fund	Building Fund	Gross Hourly Pkg			
Tandem Axle	\$ 93.52	105.68	0.50	0.25	106.43			
Tandem Tandem Axle	\$ 105.52	119.24	0.50	0.25	119.99			

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**The International Brotherhood of Teamsters and
Local Union 855
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Teamsters Building Fund	Advancement Fund	Gross Hourly Package
		9%	4%					
Group 1 (Heavy Trucks)	\$ 37.18	3.35	1.49	1.70	2.00	0.25	0.50	\$ 46.47
Group 2 (Dual Axle/Tandem Axle)	\$ 36.97	3.33	1.48	1.70	2.00	0.25	0.50	\$ 46.23
Group 3 (Single Axle)	\$ 36.76	3.31	1.47	1.70	2.00	0.25	0.50	\$ 45.99
Group 4 (Warehouse)	\$ 37.18	3.35	1.49	1.70	2.00	0.25	0.50	\$ 46.47
Warehouse Apprentice 1 - 70%	\$ 26.03	2.34	1.04	1.70	2.00	0.25	0.50	\$ 33.86
Warehouse Apprentice 2 - 80%	\$ 29.74	2.68	1.19	1.70	2.00	0.25	0.50	\$ 38.06
Warehouse Apprentice 3 - 90%	\$ 33.46	3.01	1.34	1.70	2.00	0.25	0.50	\$ 42.26
Group 5 (Primary Care Paramedics)	\$ 42.59	3.83	1.70	1.70	2.00	0.25	0.50	\$ 52.57
Group 6 (Registered Nurse & Fire Prevention Officers)	\$ 48.30	4.35	1.93	1.70	2.00	0.25	0.50	\$ 59.03

Trade Classification	Basic Hourly Rate	Total (incl HST)	Adv. Fund	Building Fund	Gross Hourly Pkg
Group 7 (Dump Trucks)					
Tandem Axle	\$ 95.73	108.17	0.50	0.25	108.92
Tandem Tandem Axle	\$ 107.73	121.73	0.50	0.25	122.48

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**The International Brotherhood of Teamsters and
Local Union 855
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Teamsters Building Fund	Advancement Fund	Gross Hourly Package
		9%	4%					
Group 1 (Heavy Trucks)	\$ 38.95	3.51	1.56	1.70	2.00	0.25	0.50	\$ 48.47
Group 2 (Dual Axle/Tandem Axle)	\$ 38.74	3.49	1.55	1.70	2.00	0.25	0.50	\$ 48.23
Group 3 (Single Axle)	\$ 38.53	3.47	1.54	1.70	2.00	0.25	0.50	\$ 47.99
Group 4 (Warehouse)	\$ 38.95	3.51	1.56	1.70	2.00	0.25	0.50	\$ 48.47
Warehouse Apprentice 1 - 70%	\$ 27.27	2.45	1.09	1.70	2.00	0.25	0.50	\$ 35.26
Warehouse Apprentice 2 - 80%	\$ 31.16	2.80	1.25	1.70	2.00	0.25	0.50	\$ 39.66
Warehouse Apprentice 3 - 90%	\$ 35.06	3.15	1.40	1.70	2.00	0.25	0.50	\$ 44.06
Group 5 (Primary Care Paramedics)	\$ 44.36	3.99	1.77	1.70	2.00	0.25	0.50	\$ 54.57
Group 6 (Registered Nurse & Fire Prevention Officers)	\$ 50.07	4.51	2.00	1.70	2.00	0.25	0.50	\$ 61.03

Trade Classification	Basic Hourly Rate	Total (incl HST)	Adv. Fund	Building Fund	Gross Hourly Pkg
Group 7 (Dump Trucks)					
Tandem Axle	\$ 97.50	110.18	0.50	0.25	110.93
Tandem Tandem Axle	\$ 109.50	123.74	0.50	0.25	124.49

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**The International Brotherhood of Teamsters and
Local Union 855
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Teamsters Building Fund	Advancement Fund	Gross Hourly Package
		9%	4%					
Group 1 (Heavy Trucks)	\$ 41.16	3.70	1.65	1.70	2.00	0.25	0.50	\$ 50.96
Group 2 (Dual Axle/Tandem Axle)	\$ 40.95	3.69	1.64	1.70	2.00	0.25	0.50	\$ 50.73
Group 3 (Single Axle)	\$ 40.74	3.67	1.63	1.70	2.00	0.25	0.50	\$ 50.49
Group 4 (Warehouse)	\$ 41.16	3.70	1.65	1.70	2.00	0.25	0.50	\$ 50.96
Warehouse Apprentice 1 - 70%	\$ 28.81	2.59	1.15	1.70	2.00	0.25	0.50	\$ 37.00
Warehouse Apprentice 2 - 80%	\$ 32.93	2.96	1.32	1.70	2.00	0.25	0.50	\$ 41.66
Warehouse Apprentice 3 - 90%	\$ 37.04	3.33	1.48	1.70	2.00	0.25	0.50	\$ 46.30
Group 5 (Primary Care Paramedics)	\$ 46.57	4.19	1.86	1.70	2.00	0.25	0.50	\$ 57.07
Group 6 (Registered Nurse & Fire Prevention Officers)	\$ 52.28	4.71	2.09	1.70	2.00	0.25	0.50	\$ 63.53

Trade Classification	Basic Hourly Rate	Total (incl HST)	Adv. Fund	Building Fund	Gross Hourly Pkg
Group 7 (Dump Trucks)					
Tandem Axle	\$ 99.71	112.67	0.50	0.25	113.42
Tandem Tandem Axle	\$ 111.71	126.23	0.50	0.25	126.98

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

**The International Brotherhood of Teamsters and
Local Union 855
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Teamsters Building Fund	Advancement Fund	Gross Hourly Package
		9%	4%					
Group 1 (Heavy Trucks)	\$ 42.93	3.86	1.72	1.70	2.00	0.25	0.50	\$ 52.96
Group 2 (Dual Axle/Tandem Axle)	\$ 42.72	3.84	1.71	1.70	2.00	0.25	0.50	\$ 52.72
Group 3 (Single Axle)	\$ 42.51	3.83	1.70	1.70	2.00	0.25	0.50	\$ 52.49
Group 4 (Warehouse)	\$ 42.93	3.86	1.72	1.70	2.00	0.25	0.50	\$ 52.96
Warehouse Apprentice 1 - 70%	\$ 30.05	2.70	1.20	1.70	2.00	0.25	0.50	\$ 38.40
Warehouse Apprentice 2 - 80%	\$ 34.34	3.09	1.37	1.70	2.00	0.25	0.50	\$ 43.25
Warehouse Apprentice 3 - 90%	\$ 38.64	3.48	1.55	1.70	2.00	0.25	0.50	\$ 48.12
Group 5 (Primary Care Paramedics)	\$ 48.34	4.35	1.93	1.70	2.00	0.25	0.50	\$ 59.07
Group 6 (Registered Nurse & Fire Prevention Officers)	\$ 54.05	4.86	2.16	1.70	2.00	0.25	0.50	\$ 65.52

Trade Classification	Basic Hourly Rate	Total (incl HST)	Adv. Fund	Building Fund	Gross Hourly Pkg
Group 7 (Dump Trucks)					
Tandem Axle	\$ 101.48	114.67	0.50	0.25	115.42
Tandem Tandem Axle	\$ 113.48	128.23	0.50	0.25	128.98

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27 of the Agreement and Article 10 of this Trade Appendix

Schedule "B" – Owner / Operator
Terms and Conditions of Retention

1. The purpose of this Schedule is to set out the terms and conditions for Contractor(s) to retain Owner/Operator trucks ("Equipment") to work on the Project. If there is a conflict between the terms and conditions contained in Articles 1 to 38 of the Agreement and the terms and conditions of this Schedule, the terms and conditions in this Schedule shall prevail.
2. The total compensation and benefits, paid to Owner/Operators for Equipment shall be, as of the date of ratification, as per Schedule A Group 7 attached hereto, (the "Owner/Operator Compensation"). The Owner/Operator Compensation shall be determined prior to the commencement of work by Owner/Operators and may be changed at any time during the term of this Agreement, after consultation with the Union, and subject to the prior written approval of the Association. Owner/Operators shall not be entitled to any financial compensation and benefits as contained within the Agreement, except as provided for in this Schedule "B".
3. Owner/Operator, for the purposes of the Agreement, shall mean any person who owns, leases or rents and operates equipment who has been retained by a Contractor to work on the Project. Person, for the purposes of this Schedule, shall include any individual, firm, business, partnership or corporate entity that owns, leases or rents the Equipment that has been retained by the Contractor, which individual, firm, business, partnership or corporate entity is controlled by the person who operates the Equipment.
4. Notwithstanding Article 7.07 of this Agreement or any other provision of the Agreement, the retention of Owner/Operators shall be done at the sole discretion of each Contractor. In exercising its discretion, each Contractor must be in compliance where required with the Benefits Strategy and where required shall give preference in hiring to qualified Innu Owner/Operators.
5. Notwithstanding Article 30 of the Agreement or any other Article, a Contractor may discontinue the services of an Owner/Operator at any time.
6. All Owner/Operators will be represented by the Union as per Article 6. Prior to commencing work the Contractor shall provide the name, address and social insurance number of the Owner/Operator to the Union.
7. Articles 7, 10, 19 - 27, 30 - 32, and 34 - 38 of the Agreement shall not apply to Owner/Operators.
8. All work shall be performed and equipment operated in accordance with the *Occupational Health and Safety Act*.
9. The hours of operation of Equipment for Owner/Operators shall be determined by the Contractor and subject to the approval of the Association.
10. The Contractor shall save the Association and Union harmless from any and all causes of action, claims or demands of any nature or kind, including but not limited to expenses, costs, legal fees and disbursements, that may be made against the Union and/or Association for amounts due and owing by the Contractor to the Owner/Operator.

11. The Contractor may, subject to the prior written approval of the Association, develop policies, procedures, rules, regulations, working conditions, terms or standards in relation to the Equipment and the Owner/Operator's work on the Project (collectively referred to as the "Owner/Operator Regulations") which may be amended from time to time, subject to the prior written approval of the Association. The Owner/Operator Regulations shall include but are not limited to the following:
- a) Owner/Operators shall comply with all site standards, rules, regulations, policies and procedures as developed and amended by the Association from time to time.
 - b) Contractor(s) may provide fuel to Owner/Operators, which fuel and delivery costs may be deducted from the Owner/Operator Compensation.
 - c) The Contractor(s) shall have the right to require an inspection(s) of Equipment before Equipment comes onto a Project work site and/or an Owner/Operator commences work or at any time during the Project. Any Equipment not in good working condition will not be permitted on a work site and/or will not be permitted to commence work or continue to work. All Equipment must be equipped with back up alarms, flashing lights or any other equipment or device required by Occupational Health & Safety legislation or other applicable provincial legislation, the Contractor and/or Association.
 - d) Owner/Operators shall maintain, with each piece of Equipment, a fire extinguisher, first aid kit or any other safety devices required by Occupational Health & Safety legislation or other applicable provincial legislation, the Contractor and/or Association.
 - e) Owner/Operators can request the Contractor to do normal routine maintenance from any maintenance facility on the Project, (eg. belts, hoses, tires). Subject to available facilities and resources on the Project, the Contractor may provide these services to Owner/Operators. The labour and all other costs or expense associated with all repairs and/or maintenance will be charged to each Owner/Operator and deducted from the Owner/Operator Compensation. Owner/Operators are responsible for all repair and maintenance costs.
 - f) Owner/Operators will be required to obtain a medical assessment as determined by the Association from time to time, prior to commencing work on the Project and shall be required to comply with all Project safety standards, policies, procedures, rules and regulations as determined by the Association. The Contractor shall pay the reasonable costs of the medical assessment.
 - g) Owner/Operators will be required to participate in Project orientation developed for Owner/Operators, prior to commencing work on the Project.
 - h) Contractor(s) shall not be responsible to compensate Owner/Operators for any costs, expenses, charges, damages or lost compensation or benefits of any nature or kind as a result of downtime to Equipment caused by required maintenance or repairs or waiting for maintenance or repairs or any other reason.
 - i) Contractor(s) have the right to select or determine the nature, type, size or any other specifications of Equipment before the Owner/Operators commences work.

- j) Owner/Operators must provide to the Contractor and/or the Association, upon request, proof of Equipment registration, proof of registration and good standing with Workplace, Health, Safety & Compensation Commission, proof of Equipment insurance, proof of liability insurance in an amount to be determined by the Contractor and subject to the approval of the Association, and inspection certificates when requested.

**INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS AND LOCAL UNION 1**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

Group 1: Bricklayer
 Precast Welder and Erector
 Cement Finisher
 Plasterer
 Tile and Terrazzo Mechanic
 Epoxy Applicator
 Fireproofers

Group 2: Tile Helper
 Masonry Helper

Group 3: Caulker, Pointer, Cleaner
 Brickpaver
 Masonry Water Proofer

Apprentice
 Foreperson & General Foreperson

1.02 The Foreperson shall receive fifteen (15%) percent over the Journeyperson rate. A General Foreperson shall receive twenty (20%) percent over the Journeyperson rate.

Mixer/Helper and Forklift/Helpers shall receive one dollar (\$1.00) per hour over the Masonry Helper rate when the fifth Helper is hired (per job).

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten percent (10%) percent of gross wages including over-time for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hours earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: Atlantic Provinces Health and Welfare Trust Fund
1216 Sand Cove Road, Unit 32
Saint John, NB E2M 5V8

Cheque payable to: Atlantic Provinces Health and Welfare Trust Fund

(b) Pension Fund

Address: I.U. of B.A.C. Pension Fund
1216 Sand Cove Road, Unit 32
Saint John, NB E2M 5V8

Cheque payable to: I.U. of B.A.C. Pension Fund

(c) BAC Industry Fund

Address: I.U. of B.A.C. Organizing Fund
631 CBS Highway
Conception Bay South NL A1A 7L4

Cheque payable to: I.U. of B.A.C. Organizing Fund

(d) Training Fund

Address: I.U. of B.A.C. Training Fund
631 CBS Highway
Conception Bay South NL A1A 7L4

Cheque payable to: Training Fund

(e) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Trades Council Industry Fund

(f) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund NL

4.0 UNION DUES

4.01 Subject to Article 6 of the Agreement, each Contractor shall deduct from the employee's wages the appropriate monthly dues, percentage and initiation fee as per the Union referral slip each month. International Union Dues shall also be deducted as per the Union referral slip.

4.02 These dues shall be forwarded to:

Address: B.A.C. Local 1
631 CBS Hwy
Conception Bay South NL A1A 7L4

4.03 Payment of dues shall be made not later than fifteen (15) days after the end of the calendar month for which the dues were collected.

5.0 REFRACTORY:

5.01 Workers engaged on firebrick refractory work, furnace repair, acid tile, epoxy coating or similar work shall work in accordance with the four Province Agreements covering same.

6.0 APPRENTICES

6.01 Apprentices shall become indentured as soon as possible under the provisions of the Apprenticeship Act of the Province. The document of Indenture shall not conflict in any way with the provisions of this agreement.

6.02 The probationary period for apprenticeship shall not exceed four (4) months from the time the apprenticeship period started.

6.03 The Apprenticeship Standards for the trade of Bricklayers and Masonry, approved April 28, 1954, shall continue to remain in force and effect except where any provision of such Standards may conflict with any provision of this agreement.

6.04 Apprentices shall be given one-year credit for pre-job training at BAC Masonry College or any Provincial Vocational.

6.05 An apprentice shall not replace the mason's helper.

Apprentices shall receive the following percentage of a Journeyperson's rate:

First six months in the trade	56%
Second six months in the trade	62%
Third six months in the trade	68%
Fourth six months in the trade	74%
Fifth six months in the trade	80%
Sixth six months in the trade	85%
Seventh six months in the trade	90%
Eight six months in the trade	95%
Full Journeyman's rate thereafter.	

The third six months and thereafter shall be the percentages for the three year apprenticeship of a Cement Mason.

7.0 HEIGHT PAY

7.01 The premium above the regular hourly rate shall be paid to employees required to work at heights under such conditions; temporary staging, scaffolding, tower like structures or structures with a direct drop of (50) feet or more shall receive one dollar (\$1.00).

8.0 TOOLS

8.01 Cement Finishers shall provide and maintain the following tools:

- | | |
|--|------------------------------------|
| One 6' tape | Hand floats-one wood, one metal |
| One 11" trowel | One hammer |
| One 14" trowel | One spirit level |
| One pointing trowel | One brush – excluding wash brushes |
| One side edger | |
| All tools to be in serviceable condition | |

8.02 Bricklayers shall provide and maintain the following tools:

- | | |
|-------------------|-----------------------------|
| 1 Brick Trowel | 3 Jointers—1/2", 5/8", 3/4" |
| 1 Brick Hammer | 1 10' Space rule |
| 1 Pointing Trowel | 2 Slicks—1/4" and 1/2" |
| 1 Brick Set | 1 4'-0" Level |

**International Union of Bricklayers and Allied Craftworkers
And Local Union 1
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Gross Hourly Package
		8%	2%					
General Foreperson	\$ 39.40	3.15	0.79	1.90	5.00	1.00	0.50	\$ 51.74
+20% over JP rate								
Foreperson	\$ 37.75	3.02	0.76	1.90	5.00	1.00	0.50	\$ 49.93
+15% over JP rate								
<u>Bricklayers</u>								
Group 1	\$ 32.83	2.62	0.66	1.90	5.00	1.00	0.50	\$ 44.51
Group 2	\$ 29.42	2.35	0.59	1.90	5.00	1.00	0.50	\$ 40.76
Group 3	\$ 31.19	2.49	0.62	1.90	5.00	1.00	0.50	\$ 42.70
<u>Bricklayers Apprentices</u>								
1st 6 months - 56% of JP rate	\$ 18.38	1.47	0.37	1.90	5.00	1.00	0.50	\$ 28.62
2nd 6 months - 62% of JP rate	\$ 20.35	1.63	0.41	1.90	5.00	1.00	0.50	\$ 30.79
3rd 6 months - 68% of JP rate	\$ 22.32	1.79	0.45	1.90	5.00	1.00	0.50	\$ 32.96
4th 6 months - 74% of JP rate	\$ 24.29	1.94	0.49	1.90	5.00	1.00	0.50	\$ 35.12
5th 6 months - 80% of JP rate	\$ 26.26	2.10	0.53	1.90	5.00	1.00	0.50	\$ 37.29
6th 6 months - 85% of JP rate	\$ 27.91	2.23	0.56	1.90	5.00	1.00	0.50	\$ 39.10
7th 6 months - 90% of JP rate	\$ 29.55	2.36	0.59	1.90	5.00	1.00	0.50	\$ 40.90
8th 6 months - 95% of JP rate	\$ 31.19	2.50	0.62	1.90	5.00	1.00	0.50	\$ 42.71

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Bricklayers and Allied Craftworkers
And Local Union 1
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Gross Hourly Package
		8%	2%					
General Foreperson	\$ 41.52	3.32	0.83	1.90	5.00	1.00	0.50	\$ 54.07
+20% over JP rate								
Foreperson	\$ 39.79	3.18	0.80	1.90	5.00	1.00	0.50	\$ 52.17
+15% over JP rate								
<u>Bricklayers</u>								
Group 1	\$ 34.60	2.76	0.69	1.90	5.00	1.00	0.50	\$ 46.45
Group 2	\$ 31.19	2.50	0.62	1.90	5.00	1.00	0.50	\$ 42.71
Group 3	\$ 32.96	2.63	0.65	1.90	5.00	1.00	0.50	\$ 44.64
<u>Bricklayers Apprentices</u>								
1st 6 months - 56% of JP rate	\$ 19.38	1.55	0.39	1.90	5.00	1.00	0.50	\$ 29.72
2nd 6 months - 62% of JP rate	\$ 21.45	1.72	0.43	1.90	5.00	1.00	0.50	\$ 32.00
3rd 6 months - 68% of JP rate	\$ 23.53	1.88	0.47	1.90	5.00	1.00	0.50	\$ 34.28
4th 6 months - 74% of JP rate	\$ 25.60	2.05	0.51	1.90	5.00	1.00	0.50	\$ 36.56
5th 6 months - 80% of JP rate	\$ 27.68	2.21	0.55	1.90	5.00	1.00	0.50	\$ 38.84
6th 6 months - 85% of JP rate	\$ 29.41	2.35	0.59	1.90	5.00	1.00	0.50	\$ 40.7
7th 6 months - 90% of JP rate	\$ 31.14	2.49	0.62	1.90	5.00	1.00	0.50	\$ 42.65
8th 6 months - 95% of JP rate	\$ 32.87	2.63	0.66	1.90	5.00	1.00	0.50	\$ 44.56

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Bricklayers and Allied Craftworkers
And Local Union 1
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Gross Hourly Package
		8%	2%					
General Foreperson	\$ 44.17	3.53	0.88	1.90	5.00	1.00	0.50	\$ 56.98
+20% over JP rate								
Foreperson	\$ 42.33	3.39	0.85	1.90	5.00	1.00	0.50	\$ 54.97
+15% over JP rate								
<u>Bricklayers</u>								
Group 1	\$ 36.81	2.94	0.74	1.90	5.00	1.00	0.50	\$ 48.89
Group 2	\$ 33.40	2.67	0.67	1.90	5.00	1.00	0.50	\$ 45.14
Group 3	\$ 35.17	2.81	0.70	1.90	5.00	1.00	0.50	\$ 47.08
<u>Bricklayers Apprentices</u>								
1st 6 months - 56% of JP rate	\$ 20.61	1.65	0.41	1.90	5.00	1.00	0.50	\$ 31.07
2nd 6 months - 62% of JP rate	\$ 22.82	1.83	0.46	1.90	5.00	1.00	0.50	\$ 33.51
3rd 6 months - 68% of JP rate	\$ 25.03	2.00	0.50	1.90	5.00	1.00	0.50	\$ 35.93
4th 6 months - 74% of JP rate	\$ 27.24	2.18	0.54	1.90	5.00	1.00	0.50	\$ 38.36
5th 6 months - 80% of JP rate	\$ 29.45	2.36	0.59	1.90	5.00	1.00	0.50	\$ 40.80
6th 6 months - 85% of JP rate	\$ 31.29	2.50	0.63	1.90	5.00	1.00	0.50	\$ 42.82
7th 6 months - 90% of JP rate	\$ 33.13	2.65	0.66	1.90	5.00	1.00	0.50	\$ 44.84
8th 6 months - 95% of JP rate	\$ 34.97	2.80	0.70	1.90	5.00	1.00	0.50	\$ 46.87

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Bricklayers and Allied Craftworkers
And Local Union 1
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Gross Hourly Package
		8%	2%					
General Foreperson	\$ 46.30	3.70	0.93	1.90	5.00	1.00	0.50	\$ 59.33
+20% over JP rate								
Foreperson	\$ 44.37	3.55	0.89	1.90	5.00	1.00	0.50	\$ 57.21
+15% over JP rate								
<u>Bricklayers</u>								
Group 1	\$ 38.58	3.08	0.77	1.90	5.00	1.00	0.50	\$ 50.83
Group 2	\$ 35.17	2.81	0.70	1.90	5.00	1.00	0.50	\$ 47.08
Group 3	\$ 36.94	2.95	0.73	1.90	5.00	1.00	0.50	\$ 49.02
<u>Bricklayers Apprentices</u>								
1st 6 months - 56% of JP rate	\$ 21.60	1.73	0.43	1.90	5.00	1.00	0.50	\$ 32.16
2nd 6 months - 62% of JP rate	\$ 23.92	1.91	0.48	1.90	5.00	1.00	0.50	\$ 34.71
3rd 6 months - 68% of JP rate	\$ 26.23	2.10	0.52	1.90	5.00	1.00	0.50	\$ 37.25
4th 6 months - 74% of JP rate	\$ 28.55	2.28	0.57	1.90	5.00	1.00	0.50	\$ 39.80
5th 6 months - 80% of JP rate	\$ 30.86	2.47	0.62	1.90	5.00	1.00	0.50	\$ 42.35
6th 6 months - 85% of JP rate	\$ 32.79	2.62	0.66	1.90	5.00	1.00	0.50	\$ 44.4
7th 6 months - 90% of JP rate	\$ 34.72	2.78	0.69	1.90	5.00	1.00	0.50	\$ 46.59
8th 6 months - 95% of JP rate	\$ 36.65	2.93	0.73	1.90	5.00	1.00	0.50	\$ 48.71

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Bricklayers and Allied Craftworkers
And Local Union 1
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Gross Hourly Package
		8%	2%					
General Foreperson	\$ 48.95	3.92	0.98	1.90	5.00	1.00	0.50	\$ 62.25
+20% over JP rate								
Foreperson	\$ 46.91	3.75	0.94	1.90	5.00	1.00	0.50	\$ 60.00
+15% over JP rate								
Bricklayers								
Group 1	\$ 40.79	3.26	0.82	1.90	5.00	1.00	0.50	\$ 53.27
Group 2	\$ 37.38	2.99	0.75	1.90	5.00	1.00	0.50	\$ 49.52
Group 3	\$ 39.15	3.13	0.78	1.90	5.00	1.00	0.50	\$ 51.46
Bricklayers Apprentices								
1st 6 months - 56% of JP rate	\$ 22.84	1.83	0.46	1.90	5.00	1.00	0.50	\$ 33.53
2nd 6 months - 62% of JP rate	\$ 25.29	2.02	0.51	1.90	5.00	1.00	0.50	\$ 36.22
3rd 6 months - 68% of JP rate	\$ 27.74	2.22	0.55	1.90	5.00	1.00	0.50	\$ 38.91
4th 6 months - 74% of JP rate	\$ 30.18	2.41	0.60	1.90	5.00	1.00	0.50	\$ 41.59
5th 6 months - 80% of JP rate	\$ 32.63	2.61	0.65	1.90	5.00	1.00	0.50	\$ 44.29
6th 6 months - 85% of JP rate	\$ 34.67	2.77	0.69	1.90	5.00	1.00	0.50	\$ 46.53
7th 6 months - 90% of JP rate	\$ 36.71	2.94	0.73	1.90	5.00	1.00	0.50	\$ 48.78
8th 6 months - 95% of JP rate	\$ 38.75	3.10	0.78	1.90	5.00	1.00	0.50	\$ 51.03

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Bricklayers and Allied Craftworkers
And Local Union 1
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	BAC Industry Fund	Training Fund	Gross Hourly Package
		8%	2%					
General Foreperson	\$ 51.07	4.09	1.02	1.90	5.00	1.00	0.50	\$ 64.58
+20% over JP rate								
Foreperson	\$ 48.94	3.92	0.98	1.90	5.00	1.00	0.50	\$ 62.24
+15% over JP rate								
<u>Bricklayers</u>								
Group 1	\$ 42.56	3.40	0.85	1.90	5.00	1.00	0.50	\$ 55.21
Group 2	\$ 39.15	3.13	0.78	1.90	5.00	1.00	0.50	\$ 51.46
Group 3	\$ 40.92	3.27	0.81	1.90	5.00	1.00	0.50	\$ 53.40
<u>Bricklayers Apprentices</u>								
1st 6 months - 56% of JP rate	\$ 23.83	1.91	0.48	1.90	5.00	1.00	0.50	\$ 34.62
2nd 6 months - 62% of JP rate	\$ 26.39	2.11	0.53	1.90	5.00	1.00	0.50	\$ 37.43
3rd 6 months - 68% of JP rate	\$ 28.94	2.32	0.58	1.90	5.00	1.00	0.50	\$ 40.24
4th 6 months - 74% of JP rate	\$ 31.49	2.52	0.63	1.90	5.00	1.00	0.50	\$ 43.04
5th 6 months - 80% of JP rate	\$ 34.05	2.72	0.68	1.90	5.00	1.00	0.50	\$ 45.85
6th 6 months - 85% of JP rate	\$ 36.18	2.89	0.72	1.90	5.00	1.00	0.50	\$ 48.1
7th 6 months - 90% of JP rate	\$ 38.30	3.06	0.77	1.90	5.00	1.00	0.50	\$ 50.53
8th 6 months - 95% of JP rate	\$ 40.43	3.23	0.81	1.90	5.00	1.00	0.50	\$ 52.87

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS,
AND HELPERS AND LOCAL UNION 203**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

General Foreperson
Foreperson
Assistant Foreperson (Working)
Journeyman
Apprentice
Helper

1.02 On crews of six (6) members or less (including the Foreperson) the Foreperson shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreperson, Foreperson or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.

1.03 The use of General Forepersons will be determined by management.

1.04 The Assistant Foreperson (working) shall receive a premium of one dollar and seventy cents (\$1.70) per hour above the Journeyman rate.

1.05 The Non-Working Foreperson shall receive a premium of three dollars and five cents (\$3.05) per hour above the Journeyman rate.

1.06 The General Foreperson shall receive a premium of four dollars and fifteen cents (\$4.15) per hour above the Journeyman rate.

1.07 The Helper shall receive seventy-five percent (75%) the Journeyman rate.

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be twelve (12%) percent of gross wages including over-time for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: J.J. McAteer & Associates Inc.

45 McIntosh Drive
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

(b) Pension Fund

Address: J.J. McAteer & Associates Inc.
45 McIntosh Drive
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

(c) Provincial Education and Training Fund

Address: Boilermakers Local 203
PO Box 250
Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203

(d) Building Fund

Address: Boilermakers Local 203
PO Box 250
Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203

(e) National Training Fund

Address: J.J. McAteer & Associates Inc.
45 McIntosh Drive
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

(f) Apprenticeship Fund

Address: Boilermakers Local 203
PO Box 250
Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203

(g) Audiometric Testing Fund

Address: J.J. McAteer & Associates Inc.
45 McIntosh Drive
Markham, ON L3R 8C7

Cheque payable to: Boilermakers National Benefit Fund's (Canada)

(h) Benevolent Fund

Address: Boilermakers Local 203
 PO Box 250
 Holyrood, NL A0A 2R0

Cheque payable to: Boilermakers Local Lodge 203

(i) Industry Fund (RDC)

Address: Resource Development Trades Council of
 Newfoundland and Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(j) Canadian Building Trades Fund

Address: Resource Development Trades Council of
 Newfoundland and Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Boilermakers Local 203
 PO Box 250
 Holyrood, NL A0A 2R0

5.0 APPRENTICES

5.01 All Apprentices shall be employed in accordance with the provisions of the *Apprenticeship Act*. Apprentices shall be given the support of the Journeyperson working on the job on which the Apprentices are employed, and the supervision of the Foreperson and, under the guidance of the Journeyperson, they may perform rigging, fitting, welding, layout work or any other part of the trade of a Journeyperson Boilermaker.

5.02 Apprentices shall receive the following percentage of a Boilermaker Journeyperson's rate:

First Year	60%
Second Year	75%
Third Year	90%

6.0 HEALTH AND SAFETY

- 6.01 The Contractor shall supply at no cost to the employee when required by the work he/she is to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. Jackets, capes and/or sleeves), non-prescription safety glasses and leather faced gloves (unless special processes dictate otherwise).

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers and Local Union 203**
Schedule "A"
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Building Fund	National Training	Apprentice ship Fund	Admin Fund	Audio-metric Testing	Benevolent Fund	Gross Hourly Package
		8%	4%										
General Foreman	\$ 34.98	2.80	1.40	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 51.66
+4.15 over JM													
Foreman	\$ 33.88	2.71	1.36	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 50.43
+3.05 over JM													
Assistant Foreman	\$ 32.53	2.60	1.30	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 48.91
+1.70 over JM													
Journeyman	\$ 30.83	2.47	1.23	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 47.01
Helper - 75% of JM	\$ 23.12	1.85	0.92	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 38.37
Apprentices													
3rd Year - 90% of JM	\$ 27.75	2.22	1.11	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 43.56
2nd Year - 75% of JM	\$ 23.12	1.85	0.92	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 38.37
1st Year - 60% of JM	\$ 18.50	1.48	0.74	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 33.20

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers and Local Union 203
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Building Fund	National Training	Apprentice ship Fund	Admin Fund	Audio-metric Testing	Benevolent Fund	Gross Hourly Package
		8%	4%										
General Foreman	\$ 36.75	2.94	1.47	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 53.64
+4.15 over JM													
Foreman	\$ 35.65	2.85	1.43	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 52.41
+3.05 over JM													
Assistant Foreman	\$ 34.30	2.74	1.37	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 50.89
+1.70 over JM													
Journeyman	\$ 32.60	2.61	1.30	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 48.99
Helper - 75% of JM	\$ 24.45	1.96	0.98	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 39.87
Apprentices													
3rd Year - 90% of JM	\$ 29.34	2.35	1.17	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 45.34
2nd Year - 75% of JM	\$ 24.45	1.96	0.98	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 39.87
1st Year - 60% of JM	\$ 19.56	1.56	0.78	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 34.38

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers and Local Union 203**
Schedule "A"
Effective May 1, 2014

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Building Fund	National Training	Apprentice ship Fund	Admin Fund	Audio-metric Testing	Benevolent Fund	Gross Hourly Package
		8%	4%										
General Foreman	\$ 38.96	3.12	1.56	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 56.12
+4.15 over JM													
Foreman	\$ 37.86	3.03	1.51	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 54.88
+3.05 over JM													
Assistant Foreman	\$ 36.51	2.92	1.46	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 53.37
+1.70 over JM													
Journeyman	\$ 34.81	2.78	1.39	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 51.46
Helper - 75% of JM	\$ 26.11	2.09	1.04	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 41.72
Apprentices													
3rd Year - 90% of JM	\$ 31.33	2.51	1.25	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 47.57
2nd Year - 75% of JM	\$ 26.11	2.09	1.04	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 41.72
1st Year - 60% of JM	\$ 20.89	1.67	0.84	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 35.88

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trad+B21es Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers and Local Union 203
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Building Fund	National Training	Apprenticeship Fund	Admin Fund	Audio-metric Testing	Benevolent Fund	Gross Hourly Package
		8%	4%										
General Foreman	\$ 40.73	3.26	1.63	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 58.10
+4.15 over JM													
Foreman	\$ 39.63	3.17	1.59	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 56.87
+3.05 over JM													
Assistant Foreman	\$ 38.28	3.06	1.53	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 55.35
+1.70 over JM													
Journeyman	\$ 36.58	2.93	1.46	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 53.45
Helper - 75% of JM	\$ 27.44	2.20	1.10	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 43.22
Apprentices													
3rd Year - 90% of JM	\$ 32.92	2.63	1.32	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 49.35
2nd Year - 75% of JM	\$ 27.44	2.20	1.10	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 43.22
1st Year - 60% of JM	\$ 21.95	1.76	0.88	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 37.07

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers and Local Union 203**
Schedule "A"
Effective May 1, 2016

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Building Fund	National Training	Apprentice ship Fund	Admin Fund	Audio-metric Testing	Benevolent Fund	Gross Hourly Package
		8%	4%										
General Foreman	\$ 42.94	3.44	1.72	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 60.58
+4.15 over JM													
Foreman	\$ 41.84	3.35	1.67	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 59.34
+3.05 over JM													
Assistant Foreman	\$ 40.49	3.24	1.62	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 57.83
+1.70 over JM													
Journeyman	\$ 38.79	3.10	1.55	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 55.92
Helper - 75% of JM	\$ 29.09	2.33	1.16	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 45.06
Apprentices													
3rd Year - 90% of JM	\$ 34.91	2.79	1.40	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 51.58
2nd Year - 75% of JM	\$ 29.09	2.33	1.16	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 45.06
1st Year - 60% of JM	\$ 23.27	1.86	0.93	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 38.54

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers and Local Union 203
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Provincial Education and Training Fund	Building Fund	National Training	Apprentice ship Fund	Admin Fund	Audio-metric Testing	Benevolent Fund	Gross Hourly Package
		8%	4%										
General Foreman	\$ 44.71	3.58	1.79	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 62.56
+4.15 over JM													
Foreman	\$ 43.61	3.49	1.74	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 61.32
+3.05 over JM													
Assistant Foreman	\$ 42.26	3.38	1.69	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 59.81
+1.70 over JM													
Journeyman	\$ 40.56	3.24	1.62	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 57.90
Helper - 75% of JM	\$ 30.42	2.43	1.22	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 46.55
Apprentices													
3rd Year - 90% of JM	\$ 36.50	2.92	1.46	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 53.36
2nd Year - 75% of JM	\$ 30.42	2.43	1.22	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 46.55
1st Year - 60% of JM	\$ 24.34	1.95	0.97	2.25	7.50	0.33	1.30	0.18	0.22	0.55	0.03	0.12	\$ 39.74

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**UNITED BROTHERHOOD OF CARPENTERS AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS AND LOCAL UNION 2330**

1.0 TRADE CLASSIFICATIONS

1.01 This trade appendix shall apply to the following trade classifications:

Apprentice
 Journeyperson (including Instrument Technicians)
 Electrician Welder and Welder
 Working Foreperson
 Non-Working Foreperson
 General Foreperson

1.02 On any job where there are less than four (4) workers and the job warrants, one (1) Journeyperson shall be appointed Working Foreperson.

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 The Contractor shall pay each employee 10% of earnings based on gross pay as vacation pay and 3% of earnings based on gross pay as recognized holiday pay.

3.0 BENEFIT FUNDS

3.01 Each Contractor shall contribute the amounts stated in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned. Income Tax to be deducted weekly as part of gross earnings.

3.02 Vacation Pay and Holiday Pay shall be deducted weekly and shall be paid to the union office once a month to the following address:

Address: IBEW Local 2330
 1082 Thorburn Road
 Portugal Cove
 St. Phillip's, NL A1M 1V8

Cheque Payable to: IBEW 2330 Vacation and Holiday Pay Fund

3.03 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.04 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: Benefit Plan Administrators
 7001 Mumford Road
 Suite 216, Tower 1
 Halifax, NS B3L 4N9

Cheque payable to: IBEW 2330 Health and Welfare Fund

(b) Pension Fund

Address: Benefit Plan Administrators
7001 Mumford Road
Suite 216, Tower 1
Halifax, NS B3L 4N9

Cheque payable to: IBEW 2330 Pension Benefit Fund

(c) Trade Improvement Fund

Address: IBEW Local 2330
1082 Thorburn Road
Portugal Cove
St. Phillip's, NL A1M 1V8

Cheque Payable to: IBEW 2330 Trade Improvement Fund

(d) Membership Development Fund

Address: IBEW Local 2330
1082 Thorburn Road
Portugal Cove
St. Phillip's, NL A1M 1V8

Cheque Payable to: IBEW 2330 Membership Development Fund

(e) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Resource Development Trades Council Industry Fund

(f) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Each Contractor shall deduct from the employee's wages the appropriate monthly dues, percentage and initiation fee as stipulated under Article 6 of the Agreement.

4.02 These dues will be forwarded to:

Address: IBEW Local 2330
1082 Thorburn Road
Portugal Cove
St. Phillip's, NL A1M 1V8

4.03 Payment of dues shall be made not later than fifteen (15) days after the end of the calendar month for which the dues were collected.

5.0 GENERAL

5.01 Only employees who have been instructed in the proper use of explosive actuated tools will be permitted to use them, and no employee shall be discriminated against for refusing to use such tools.

5.02 First and second year apprentices shall not be permitted to use explosive actuated tools.

5.03 There shall be two (2) journeypersons assigned to work on energized circuits of 220 volts or over, when circuits cannot be de-energized or where there is no obvious danger.

6.0 APPRENTICES

6.01 The employment of apprentices shall be in accordance with the Apprenticeship Act and Regulations and Amendments thereto. The Contractor shall maintain where practical, an equal number of each class of apprentices in his/her employ. Hiring of new apprentices shall be done (Subject to Article 7 and 34) in accordance with maintaining the equal number of each class of apprentice where practical.

6.02 If a Contractor lays off a third or fourth year apprentice, he shall not be replaced by a second or third year apprentice while there are third or fourth year apprentices unemployed in the immediate area.

6.03 First, second and third year apprentices shall work under the direct supervision of a journeyperson, fourth year apprentice shall not supervise any other apprentice.

6.04 An apprentice shall not be used as a storeroom man, warehouseman or Truckdriver for a continuous period of more than two (2) months.

6.05 Apprentice Rates of Pay:

The rates for apprentice will be as follows:

First year	55% of journeyperson's Hourly Rate
Second year	65% of journeyperson's Hourly Rate
Third year	70% of journeyperson's Hourly Rate
Fourth year	80% of journeyperson's Hourly Rate

A fourth year apprentice must write his/her journeyperson examination within twelve (12) months of obtaining his/her fourth year status, provided he/she has the required hours.

If the apprentice does not write the examination, then his/her rate of pay will be 75% of the journeyperson's rate.

7.0 RATES OF PAY

- 7.01 Working Foreperson's rate shall be five (5%) percent above a Journeyperson's hourly rate.
- 7.02 Non-working Foreman's rate of pay shall be ten (10%) percent above a journeyperson's hourly rate of pay.
- 7.03 The General Foreman's rate of pay shall be fifteen (15%) percent above a journeyperson's hourly rate of pay.
- 7.04 Apprentice Electricians/Electricians performing welding shall receive five (5%) percent above the journeyperson's hourly rate of pay.

8.0 HEIGHT PAY

- 8.01 Employees required to work on smoke stacks, structural steel, towers, from a bosun's chair or bucket, staging, or other areas which are fifteen (15) to thirty (30) meters shall receive an additional ten (10%) percent of his/hers straight basic hourly rate while on such work. If over thirty (30) meters, the pay will be one and one half times (1 ½) the straight basic hourly rate while on such work.
- 8.02 The height shall be measured from the employees standing or sitting surface position while working to the first permanent floor, planked in floor, formed in surface or metal deck or to the ground, whichever is higher. Height pay shall be paid in no less than one (1) hour increments.

9.0 TOOLS

9.01 Journeypersons shall be required to have:

- | | | | |
|---|--|---|--|
| 1 | 8" Linesman Pliers | 1 | Channellocks |
| 1 | Side Cutting Pliers | 1 | Needle Nose Pliers |
| 1 | Tool Box | 1 | Metal Rule, 3 meter minimum |
| 1 | Knife | 1 | Philips Head Screwdrivers #6, 8 and 10 |
| 1 | Robertson Head Screwdrivers #6, 8 and 10 | 1 | Set Allen Key Wrenches up to ½" |
| 1 | Straight Head Screwdrivers | 1 | Meter, A/C, Amps/Volts/Ohms |
| 1 | Hacksaw Frame | 1 | Ball Peen Hammer |
| 1 | Flashlight | 1 | Set Socket Head or Nut Drivers |
| 1 | Box End Wrenches or Adjustable Wrench | | |

9.02 Apprentices shall supply themselves with the following basic tools for each year and be in possession of a complete list of tools upon becoming a journeyman:

FIRST YEAR – BASIC TOOLS

- | | | | |
|---|--|---|-------------------|
| 1 | 8" Pliers | 1 | Channellocks |
| 1 | Knife | 1 | Tool Box |
| 3 | Robertson Head Screwdrivers #6, 8 and 10 | 1 | Tape, 10' minimum |
| 3 | Straight Head Screwdrivers | | |

SECOND YEAR – ADDITIONAL TOOLS

- | | | | |
|---|---------------|---|------------------|
| 1 | Hacksaw Frame | 1 | Ball Peen Hammer |
| 1 | Locksaw | | |

THIRD YEAR – ADDITIONAL TOOLS

- | | | | |
|---|---|---|------------------------------|
| 1 | Side Cutting Pliers | 1 | Needle Nose Pliers |
| 3 | Phillips Head Screwdrivers #6, 8 and 10 | 1 | Box End or Adjustable Wrench |

FOURTH YEAR – ADDITIONAL TOOLS

- | | | | |
|---|---------------------------|--|--|
| 1 | Set Socket or Nut Drivers | | |
|---|---------------------------|--|--|

9.03 The Contractor shall furnish all other necessary tools or equipment. Employees will be held responsible for the tools issued to them provided the Contractor furnishes the necessary lockers, gang boxes or other safe places for storage.

**International Brotherhood of Electrical Workers
and Local Union 2330
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Trade Improvement Fund	Member Develop Fund	Gross Hourly Package
		10%	3%					
General Foreperson	\$ 38.66	3.87	1.16	2.00	5.95	0.14	0.40	\$ 52.18
+15% over JP Rates								
Non-Working Foreperson	\$ 36.98	3.70	1.11	2.00	5.95	0.14	0.40	\$ 50.28
+10% over JP Rates								
Working Foreperson	\$ 35.30	3.53	1.06	2.00	5.95	0.14	0.40	\$ 48.38
+5% over JP Rates								
Apprentice/Journeyman Electrician Welder/Welder	\$ 35.30	3.53	1.06	2.00	5.95	0.14	0.40	\$ 48.38
+5% over JP Rates								
Journeyman	\$ 33.62	3.36	1.01	2.00	5.95	0.14	0.40	\$ 46.48
Apprentices								
1st year - 55% of JP Rate	\$ 18.49	1.85	0.55	2.00	5.95	0.14	0.40	\$ 29.38
2nd year - 65% of JP Rate	\$ 21.85	2.19	0.66	2.00	5.95	0.14	0.40	\$ 33.19
3rd year - 70% of JP Rate	\$ 23.53	2.35	0.71	2.00	5.95	0.14	0.40	\$ 35.08
4th year - 80% of JP Rate	\$ 26.90	2.69	0.81	2.00	5.95	0.14	0.40	\$ 38.89

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 2330
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Trade Improvement Fund	Member Develop Fund	Gross Hourly Package
		10%	3%					
General Foreperson	\$ 40.70	4.07	1.22	2.00	5.95	0.14	0.40	\$ 54.48
+15% over JP Rates								
Non-Working Foreperson	\$ 38.93	3.89	1.17	2.00	5.95	0.14	0.40	\$ 52.48
+10% over JP Rates								
Working Foreperson	\$ 37.16	3.72	1.11	2.00	5.95	0.14	0.40	\$ 50.48
+5% over JP Rates								
Apprentice/Journeyman Electrician								
Welder/Welder	\$ 37.16	3.72	1.11	2.00	5.95	0.14	0.40	\$ 50.48
+5% over JP Rates								
Journeyman	\$ 35.39	3.53	1.06	2.00	5.95	0.14	0.40	\$ 48.47
Apprentices								
1st year - 55% of JP Rate	\$ 19.46	1.95	0.58	2.00	5.95	0.14	0.40	\$ 30.48
2nd year - 65% of JP Rate	\$ 23.00	2.30	0.69	2.00	5.95	0.14	0.40	\$ 34.48
3rd year - 70% of JP Rate	\$ 24.77	2.48	0.74	2.00	5.95	0.14	0.40	\$ 36.48
4th year - 80% of JP Rate	\$ 28.31	2.83	0.85	2.00	5.95	0.14	0.40	\$ 40.48

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 2330
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Trade Improvement Fund	Member Develop Fund	Gross Hourly Package
		10%	3%					
General Foreperson	\$ 43.24	4.32	1.30	2.00	5.95	0.14	0.40	\$ 57.35
+15% over JP Rates								
Non-Working Foreperson	\$ 41.36	4.14	1.24	2.00	5.95	0.14	0.40	\$ 55.23
+10% over JP Rates								
Working Foreperson	\$ 39.48	3.95	1.18	2.00	5.95	0.14	0.40	\$ 53.10
+5% over JP Rates								
Apprentice/Journeyman Electrician								
Welder/Welder	\$ 39.48	3.95	1.18	2.00	5.95	0.14	0.40	\$ 53.10
+5% over JP Rates								
Journeyman	\$ 37.60	3.76	1.13	2.00	5.95	0.14	0.40	\$ 50.98
Apprentices								
1st year - 55% of JP Rate	\$ 20.68	2.07	0.62	2.00	5.95	0.14	0.40	\$ 31.86
2nd year - 65% of JP Rate	\$ 24.44	2.44	0.73	2.00	5.95	0.14	0.40	\$ 36.10
3rd year - 70% of JP Rate	\$ 26.32	2.63	0.79	2.00	5.95	0.14	0.40	\$ 38.23
4th year - 80% of JP Rate	\$ 30.08	3.01	0.90	2.00	5.95	0.14	0.40	\$ 42.48

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 2330
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Trade Improvement Fund	Member Develop Fund	Gross Hourly Package
		10%	3%					
General Foreperson	\$ 45.28	4.53	1.36	2.00	5.95	0.14	0.40	\$ 59.66
+15% over JP Rates								
Non-Working Foreperson	\$ 43.31	4.33	1.30	2.00	5.95	0.14	0.40	\$ 57.43
+10% over JP Rates								
Working Foreperson	\$ 41.34	4.13	1.24	2.00	5.95	0.14	0.40	\$ 55.20
+5% over JP Rates								
Apprentice/Journeyman Electrician								
Welder/Welder	\$ 41.34	4.13	1.24	2.00	5.95	0.14	0.40	\$ 55.20
+5% over JP Rates								
Journeyman	\$ 39.37	3.93	1.18	2.00	5.95	0.14	0.40	\$ 52.97
Apprentices								
1st year - 55% of JP Rate	\$ 21.65	2.17	0.65	2.00	5.95	0.14	0.40	\$ 32.96
2nd year - 65% of JP Rate	\$ 25.59	2.56	0.77	2.00	5.95	0.14	0.40	\$ 37.41
3rd year - 70% of JP Rate	\$ 27.56	2.76	0.83	2.00	5.95	0.14	0.40	\$ 39.64
4th year - 80% of JP Rate	\$ 31.50	3.15	0.95	2.00	5.95	0.14	0.40	\$ 44.09

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 2330
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Trade Improvement Fund	Member Develop Fund	Gross Hourly Package
		10%	3%					
General Foreperson	\$ 47.82	4.78	1.43	2.00	5.95	0.14	0.40	\$ 62.52
+15% over JP Rates								
Non-Working Foreperson	\$ 45.74	4.57	1.37	2.00	5.95	0.14	0.40	\$ 60.17
+10% over JP Rates								
Working Foreperson	\$ 43.66	4.37	1.31	2.00	5.95	0.14	0.40	\$ 57.83
+5% over JP Rates								
Apprentice/Journeyman Electrician								
Welder/Welder	\$ 43.66	4.37	1.31	2.00	5.95	0.14	0.40	\$ 57.83
+5% over JP Rates								
Journeyman	\$ 41.58	4.15	1.25	2.00	5.95	0.14	0.40	\$ 55.47
Apprentices								
1st year - 55% of JP Rate	\$ 22.87	2.29	0.69	2.00	5.95	0.14	0.40	\$ 34.34
2nd year - 65% of JP Rate	\$ 27.03	2.70	0.81	2.00	5.95	0.14	0.40	\$ 39.03
3rd year - 70% of JP Rate	\$ 29.11	2.91	0.87	2.00	5.95	0.14	0.40	\$ 41.38
4th year - 80% of JP Rate	\$ 33.26	3.33	1.00	2.00	5.95	0.14	0.40	\$ 46.08

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Brotherhood of Electrical Workers
and Local Union 2330
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Trade Improvement Fund	Member Develop Fund	Gross Hourly Package
		10%	3%					
General Foreperson	\$ 49.85	4.99	1.50	2.00	5.95	0.14	0.40	\$ 64.83
<i>+15% over JP Rates</i>								
Non-Working Foreperson	\$ 47.69	4.77	1.43	2.00	5.95	0.14	0.40	\$ 62.38
<i>+10% over JP Rates</i>								
Working Foreperson	\$ 45.52	4.55	1.37	2.00	5.95	0.14	0.40	\$ 59.93
<i>+5% over JP Rates</i>								
Apprentice/Journeyman Electrician Welder/Welder	\$ 45.52	4.55	1.37	2.00	5.95	0.14	0.40	\$ 59.93
<i>+5% over JP Rates</i>								
Journeyman	\$ 43.35	4.33	1.30	2.00	5.95	0.14	0.40	\$ 57.47
Apprentices								
1st year - 55% of JP Rate	\$ 23.84	2.38	0.72	2.00	5.95	0.14	0.40	\$ 35.43
2nd year - 65% of JP Rate	\$ 28.18	2.82	0.85	2.00	5.95	0.14	0.40	\$ 40.34
3rd year - 70% of JP Rate	\$ 30.35	3.04	0.91	2.00	5.95	0.14	0.40	\$ 42.79
4th year - 80% of JP Rate	\$ 34.68	3.47	1.04	2.00	5.95	0.14	0.40	\$ 47.68

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA AND MILLWRIGHTS,
LOCAL UNION 1009**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

- Millwright General Foreperson
- Millwright Non-Working Foreperson
- Millwright Working Foreperson
- Millwright Journeyperson
- Millwright Welder
- Millwright Apprentice
- Machinist

The ratios of Forepersons shall be:

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

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

The Rate of Pay for Forepersons and General Forepersons shall be:

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

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including over-time for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of

each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 A member who is currently in receipt of a Millwright 1009 Union pension may request in writing to have the pension amount applied to their basic hourly wage. Such request to change benefit contributions may be made annually between April 1 and April 30 and shall be implemented no later than June 1. This amount will not result in an increase in vacation and holiday pay.

3.04 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: ACRC Joint Contributions Fund
c/o Belmont Financial Services
3 Ralston Avenue, Burnside Industrial Park
Dartmouth, NS B3B 1H5

Cheque payable to: ACRC Health & Wellness Trust

(b) Pension Fund

Address: ACRC Joint Contributions Fund
c/o Belmont Financial Services
3 Ralston Avenue, Burnside Industrial Park
Dartmouth, NS B3B 1H5

Cheque payable to: ACRC Health & Wellness Trust

(c) Building and Training Fund

Address: Millwright Local 1009
Box 3040
Paradise NL A1L 3W2

Cheque payable to: Millwright Local 1009

(d) Organizing Fund

Address: Atlantic Canada Regional Council
1000 Sackville Drive
Lower Sackville NS A1L 3W2

Cheque payable to: Atlantic Canada Regional Council

(e) Stabilization Fund

Address: Millwright Local 1009
Box 3040
Paradise, NL A1L 3W2

Cheque payable to: Millwright Local 1009

(f) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and Labrador
78 Brookfield Road
St. John's NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(g) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union dues as per Article 6 shall be forwarded to:

Address: Atlantic Canada Regional Council
1000 Sackville Drive
Lower Sackville NS, A1L 3W2

Cheque payable to: Atlantic Canada Regional Council

The Union Dues and Organizing amounts shall be submitted on one cheque.

4.02 The employer shall deduct each month from the wages of each employee within the Union Jurisdiction 3.5% of basic hourly rate

5.0 APPRENTICES

5.01 Apprentice pay rate:

1 st year	0 – 1,000 hours – 60% of journeyman rate of pay 1,001 – 2,000 hours – 65% of journeyman rate of pay
2 nd year	2,001 – 3,000 hours - 70% of journeyman rate of pay 3,001 – 4,000 hours – 75% of journeyman rate of pay
3 rd year	4,001 – 5,000 hours - 80% of journeyman rate of pay 5,001 – 6,000 hours – 85% of journeyman rate of pay
4 th year	6,001 – 7,000 hours – 90% of journeyman rate of pay 7,001 – 8,000 hours – 95% of journeyman rate of pay

- 5.02 Apprentices will receive an increase of 5% of Journeyperson's rate for each 6 months worked or 1000 hours worked, whichever is greater. The required Block Training will have to be completed prior to advancing to the next year Apprentice pay rate.

6.0 TOOLS

- 6.01 Every employee must have and maintain a proper kit of tools and it shall be the responsibility of the Contractor in conjunction with the Shop Steward to check the employee's tools to be sure he/she has and maintains the required tools. This shall be a condition of employment.
- 6.02 Upon commencement of employment, an employee must present to the Contractor a list and value of personal tools of his/her kit.
- 6.03 Apprentices shall not be required to supply precision tools, such as a micrometer or precision levels, but must be expected to have some of the tools of the trade as befits their experience.

7.0 HEALTH AND SAFETY

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

8.0 WELDERS

- 8.01 Millwright welders shall receive \$0.80/hr in addition to the basic hourly rate for welding, burning or grinding on stainless steel, chrome-moly, galvanized or other alloy materials.

**United Brotherhood of Carpenters and Joiners of America and Millwrights
Local Union 1009
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Health & Welfare Benefit	Pension Plan 18% of Total Pay	Building & Training Fund	Org Fund	Stabilization Fund	Gross Hourly Package
	Total Pay								
General Foreman	\$ 38.78	3.88	1.16	1.78	7.89	0.40	0.30	0.50	\$ 54.69
Working Foreman	\$ 35.55	3.56	1.07	1.78	7.23	0.40	0.30	0.50	\$ 50.39
Non-working Foreman	\$ 37.17	3.72	1.12	1.78	7.56	0.40	0.30	0.50	\$ 52.55
Journeyman Millwright - Welder, Machinist	\$ 32.32	3.23	0.97	1.78	6.57	0.40	0.30	0.50	\$ 46.07
Apprentice 1									
0-1000 hrs - 60% of JP	\$ 19.39	1.94	0.58	1.78	3.94	0.40	0.30	0.50	\$ 28.83
1000-2000 hrs - 65% of JP	\$ 21.01	2.10	0.63	1.78	4.27	0.40	0.30	0.50	\$ 30.99
Apprentice 2									
2001-3000 hrs - 70% of JP	\$ 22.62	2.26	0.68	1.78	4.60	0.40	0.30	0.50	\$ 33.14
3001-4000 hrs - 75% of JP	\$ 24.24	2.42	0.73	1.78	4.93	0.40	0.30	0.50	\$ 35.30
Apprentice 3									
4001-5000 hrs - 80% of JP	\$ 25.86	2.59	0.78	1.78	5.26	0.40	0.30	0.50	\$ 37.47
5001-6000 hrs - 85% of JP	\$ 27.47	2.75	0.82	1.78	5.59	0.40	0.30	0.50	\$ 39.61
Apprentice 4									
6001-7000hrs - 90% of JP	\$ 29.09	2.91	0.87	1.78	5.92	0.40	0.30	0.50	\$ 41.77
7001-8000 hrs - 95% of JP	\$ 30.70	3.07	0.92	1.78	6.24	0.40	0.30	0.50	\$ 43.91

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America and Millwrights
Local Union 1009
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Health & Welfare Benefit	Pension Plan 18% of Total Pay	Building & Training Fund	Org Fund	Stabilization Fund	Gross Hourly Package
	Total Pay								
General Foreman	\$ 40.62	4.06	1.22	1.78	8.26	0.40	0.30	0.50	\$ 57.14
Working Foreman	\$ 37.24	3.72	1.12	1.78	7.57	0.40	0.30	0.50	\$ 52.63
Non-working Foreman	\$ 38.93	3.90	1.17	1.78	7.92	0.40	0.30	0.50	\$ 54.90
Journeyman Millwright - Welder, Machinist	\$ 33.85	3.38	1.02	1.78	6.89	0.40	0.30	0.50	\$ 48.12
Apprentice 1									
0-1000 hrs - 60% of JP	\$ 20.31	2.03	0.61	1.78	4.13	0.40	0.30	0.50	\$ 30.06
1000-2000 hrs - 65% of JP	\$ 22.00	2.20	0.66	1.78	4.47	0.40	0.30	0.50	\$ 32.31
Apprentice 2									
2001-3000 hrs - 70% of JP	\$ 23.70	2.37	0.71	1.78	4.82	0.40	0.30	0.50	\$ 34.58
3001-4000 hrs - 75% of JP	\$ 25.39	2.54	0.76	1.78	5.16	0.40	0.30	0.50	\$ 36.83
Apprentice 3									
4001-5000 hrs - 80% of JP	\$ 27.08	2.71	0.81	1.78	5.51	0.40	0.30	0.50	\$ 39.09
5001-6000 hrs - 85% of JP	\$ 28.77	2.88	0.86	1.78	5.85	0.40	0.30	0.50	\$ 41.34
Apprentice 4									
6001-7000hrs - 90% of JP	\$ 30.47	3.05	0.91	1.78	6.20	0.40	0.30	0.50	\$ 43.61
7001-8000 hrs - 95% of JP	\$ 32.16	3.22	0.96	1.78	6.54	0.40	0.30	0.50	\$ 45.86

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America and Millwrights
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Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Health & Welfare Benefit	Pension Plan 18% of Total Pay	Building & Training Fund	Org Fund	Stabilization Fund	Gross Hourly Package
	Total Pay								
General Foreman	\$ 42.91	4.29	1.29	1.78	8.73	0.40	0.30	0.50	\$ 60.20
Working Foreman	\$ 39.34	3.93	1.18	1.78	8.00	0.40	0.30	0.50	\$ 55.43
Non-working Foreman	\$ 41.12	4.12	1.24	1.78	8.37	0.40	0.30	0.50	\$ 57.83
Journeyman Millwright - Welder, Machinist	\$ 35.76	3.57	1.07	1.78	7.27	0.40	0.30	0.50	\$ 50.65
Apprentice 1									
0-1000 hrs - 60% of JP	\$ 21.46	2.15	0.64	1.78	4.37	0.40	0.30	0.50	\$ 31.60
1000-2000 hrs - 65% of JP	\$ 23.24	2.32	0.70	1.78	4.73	0.40	0.30	0.50	\$ 33.97
Apprentice 2									
2001-3000 hrs - 70% of JP	\$ 25.03	2.50	0.75	1.78	5.09	0.40	0.30	0.50	\$ 36.35
3001-4000 hrs - 75% of JP	\$ 26.82	2.68	0.80	1.78	5.45	0.40	0.30	0.50	\$ 38.73
Apprentice 3									
4001-5000 hrs - 80% of JP	\$ 28.61	2.86	0.86	1.78	5.82	0.40	0.30	0.50	\$ 41.13
5001-6000 hrs - 85% of JP	\$ 30.40	3.04	0.91	1.78	6.18	0.40	0.30	0.50	\$ 43.51
Apprentice 4									
6001-7000hrs - 90% of JP	\$ 32.18	3.22	0.97	1.78	6.55	0.40	0.30	0.50	\$ 45.90
7001-8000 hrs - 95% of JP	\$ 33.97	3.40	1.02	1.78	6.91	0.40	0.30	0.50	\$ 48.28

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America and Millwrights
Local Union 1009
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Health & Welfare Benefit	Pension Plan 18% of Total Pay	Building & Training Fund	Org Fund	Stabilization Fund	Gross Hourly Package
	Total Pay								
General Foreman	\$ 44.75	4.47	1.34	1.78	9.10	0.40	0.30	0.50	\$ 62.64
Working Foreman	\$ 41.02	4.10	1.23	1.78	8.34	0.40	0.30	0.50	\$ 57.67
Non-working Foreman	\$ 42.88	4.29	1.29	1.78	8.72	0.40	0.30	0.50	\$ 60.17
Journeyman Millwright - Welder, Machinist	\$ 37.29	3.72	1.12	1.78	7.58	0.40	0.30	0.50	\$ 52.69
Apprentice 1									
0-1000 hrs - 60% of JP	\$ 22.37	2.24	0.67	1.78	4.55	0.40	0.30	0.50	\$ 32.81
1000-2000 hrs - 65% of JP	\$ 24.24	2.42	0.73	1.78	4.93	0.40	0.30	0.50	\$ 35.30
Apprentice 2									
2001-3000 hrs - 70% of JP	\$ 26.10	2.61	0.78	1.78	5.31	0.40	0.30	0.50	\$ 37.78
3001-4000 hrs - 75% of JP	\$ 27.97	2.80	0.84	1.78	5.69	0.40	0.30	0.50	\$ 40.28
Apprentice 3									
4001-5000 hrs - 80% of JP	\$ 29.83	2.98	0.89	1.78	6.07	0.40	0.30	0.50	\$ 42.75
5001-6000 hrs - 85% of JP	\$ 31.70	3.17	0.95	1.78	6.45	0.40	0.30	0.50	\$ 45.25
Apprentice 4									
6001-7000hrs - 90% of JP	\$ 33.56	3.36	1.01	1.78	6.83	0.40	0.30	0.50	\$ 47.74
7001-8000 hrs - 95% of JP	\$ 35.43	3.54	1.06	1.78	7.21	0.40	0.30	0.50	\$ 50.22

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America and Millwrights
Local Union 1009
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Health & Welfare Benefit	Pension Plan 18% of Total Pay	Building & Training Fund	Org Fund	Stabilization Fund	Gross Hourly Package
	Total Pay								
General Foreman	\$ 47.04	4.70	1.41	1.78	9.57	0.40	0.30	0.50	\$ 65.70
Working Foreman	\$ 43.12	4.31	1.29	1.78	8.77	0.40	0.30	0.50	\$ 60.47
Non-working Foreman	\$ 45.08	4.51	1.36	1.78	9.17	0.40	0.30	0.50	\$ 63.10
Journeyman Millwright - Welder, Machinist	\$ 39.20	3.92	1.18	1.78	7.97	0.40	0.30	0.50	\$ 55.25
Apprentice 1									
0-1000 hrs - 60% of JP	\$ 23.52	2.35	0.71	1.78	4.78	0.40	0.30	0.50	\$ 34.34
1000-2000 hrs - 65% of JP	\$ 25.48	2.55	0.76	1.78	5.18	0.40	0.30	0.50	\$ 36.95
Apprentice 2									
2001-3000 hrs - 70% of JP	\$ 27.44	2.74	0.82	1.78	5.58	0.40	0.30	0.50	\$ 39.56
3001-4000 hrs - 75% of JP	\$ 29.40	2.94	0.88	1.78	5.98	0.40	0.30	0.50	\$ 42.18
Apprentice 3									
4001-5000 hrs - 80% of JP	\$ 31.36	3.14	0.94	1.78	6.38	0.40	0.30	0.50	\$ 44.80
5001-6000 hrs - 85% of JP	\$ 33.32	3.33	1.00	1.78	6.78	0.40	0.30	0.50	\$ 47.41
Apprentice 4									
6001-7000hrs - 90% of JP	\$ 35.28	3.53	1.06	1.78	7.18	0.40	0.30	0.50	\$ 50.03
7001-8000 hrs - 95% of JP	\$ 37.24	3.72	1.12	1.78	7.57	0.40	0.30	0.50	\$ 52.63

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America and Millwrights
Local Union 1009
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Health & Welfare Benefit	Pension Plan 18% of Total Pay	Building & Training Fund	Org Fund	Stabilization Fund	Gross Hourly Package
	Total Pay								
General Foreman	\$ 48.88	4.89	1.47	1.78	9.94	0.40	0.30	0.50	\$ 68.16
Working Foreman	\$ 44.80	4.48	1.34	1.78	9.11	0.40	0.30	0.50	\$ 62.72
Non-working Foreman	\$ 46.84	4.69	1.41	1.78	9.53	0.40	0.30	0.50	\$ 65.45
Journeyman Millwright - Welder, Machinist	\$ 40.73	4.07	1.22	1.78	8.28	0.40	0.30	0.50	\$ 57.28
Apprentice 1									
0-1000 hrs - 60% of JP	\$ 24.44	2.44	0.73	1.78	4.97	0.40	0.30	0.50	\$ 35.56
1000-2000 hrs - 65% of JP	\$ 26.47	2.65	0.79	1.78	5.38	0.40	0.30	0.50	\$ 38.27
Apprentice 2									
2001-3000 hrs - 70% of JP	\$ 28.51	2.85	0.86	1.78	5.80	0.40	0.30	0.50	\$ 41.00
3001-4000 hrs - 75% of JP	\$ 30.55	3.06	0.92	1.78	6.22	0.40	0.30	0.50	\$ 43.73
Apprentice 3									
4001-5000 hrs - 80% of JP	\$ 32.58	3.26	0.98	1.78	6.63	0.40	0.30	0.50	\$ 46.43
5001-6000 hrs - 85% of JP	\$ 34.62	3.46	1.04	1.78	7.04	0.40	0.30	0.50	\$ 49.14
Apprentice 4									
6001-7000hrs - 90% of JP	\$ 36.66	3.67	1.10	1.78	7.46	0.40	0.30	0.50	\$ 51.87
7001-8000 hrs - 95% of JP	\$ 38.69	3.87	1.16	1.78	7.87	0.40	0.30	0.50	\$ 54.57

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE U.S. AND CANADA, AND
LOCAL UNION 740**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to all aspects of the Plumbing and Pipefitting industry:

Apprentice
Journeyman
Welding Inspectors
Foreperson
General Foreperson

1.02 The Rate of Pay for Forepersons and General Forepersons shall be as follows:

Foreperson	115% of the applicable Journeyman's rate
General Foreperson	120% of the applicable Journeyman's rate

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be ten (10%) percent of gross wages including over-time for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Pension, Health and Welfare, and Building, Training and Resource Fund

Address: Newfoundland Plumbers & Pipefitters
PO Box 156
Mount Pearl, NL A1N 2C2

Cheque payable to: Newfoundland Plumbers & Pipefitters Trust Fund

(b) Industry Fund (RDC)

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1C 5J2

Cheque payable to: Resource Development Trades Council Industry Fund

(c) Canadian Building Trades Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1C 5J2

Cheque payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Newfoundland Plumbers & Pipefitters
PO Box 156
Mount Pearl, NL A1N 2C2

5.0 APPRENTICES

5.01 All apprentices shall work under the direct supervision of a working Journeyman Plumber or Fitter at all times.

5.02 The Apprentice Wage Rate shall be as follows:

- (a) Second year – 65% of Journeyman's rate
- (b) Third year – 75% of Journeyman's rate
- (c) Fourth year – 85% of Journeyman's rate

5.03 In the event a Contractor intends to utilize two (2) Apprentices to one (1) Journeyman as per Article 34 of the Agreement, such Contractor must have consultation with the Union prior to implementing this ratio.

6.0 HEIGHT PAY

6.01 The following premiums above the regular hourly rate shall be paid to employees required to work at heights under such conditions as Temporary Staging, Scaffolding, Tower Like Structures or Structures with a direct drop of 40ft. or more:

40 to 64 feet	50 cents per hour
65 to 89 feet	60 cents per hour
90 to 124 feet	70 cents per hour
125 feet and up	Time and one half the hourly rate

7.0 WELDING TESTS

7.01 All welders to be engaged in work under this Trade Appendix shall be tested at the UA Local 740 Training Center prior to commencement of employment. By mutual agreement, exceptions will be made for workers referred to Site whose principal residence is outside of Newfoundland.

7.02 No welder shall be dispatched unless he/she has current tickets to perform work required.

8.0 SPECIAL CONDITIONS

8.01 Tools shall be supplied by the Contractor. When piping tool cribs or piping stock rooms are required on piping projects covered under the terms of this Agreement, they must be manned by all United Association Local 740 members. The employer agrees to give every consideration to older or handicapped employees to fill positions in such piping tool cribs or piping stock rooms.

8.02 All journeymen fitters, welders, and apprentices working on stainless steel, chrome-moly, galvanized or other alloy piping which are being burnt or ground and all heliarc and argon welding on heavy wall piping 120 schedule and up shall receive \$0.80 cents above the applicable rate of pay.

8.03 Where an employee is required to perform his duties in an abnormally dirty area, he/she shall be provided with coveralls and respirators (at the employees request) while performing his/her duties.

8.04 All tacking and welding on piping shall be done by a qualified welder only. Welding mitts and goggles shall be supplied to the welder also to the fitter while he/she is fitting for the welder. Welding jackets shall be provided to the welders as a tool crib item.

8.05 Where an employee is required to perform his/her duties in an area heated in excess of 100 degrees F, he/she shall receive \$1.00 per hour above the normal rate of pay.

8.06 The Contractor shall name hire from any source all Welding Inspectors and they shall be paid the Foreman's rate of pay. It shall be the responsibility of the Contractor to identify qualifications for all Welding Inspectors and to ensure they meet this criteria prior to employment. It is acknowledged that the Contractor may also employ Welding Engineers or Quality Assurance who shall inspect in accordance with all applicable Industry Codes and Specifications and shall not be subject to this Agreement.

**United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the U.S. and Canada,
and Local Union 740
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay 10%	Health & Welfare Benefit	Pension Plan	Building, Training & Resource Fund	Gross Hourly Package
Journeyman	\$ 34.41	3.44	2.25	6.00	2.08	\$ 48.18
Foreperson	\$ 39.57	3.96	2.25	6.00	2.08	\$ 53.86
+15% over JP rates						
General Foreperson	\$ 41.29	4.13	2.25	6.00	2.08	\$ 55.75
+20% over JP rates						
Apprentices						
2nd Year - 65% of JP	\$ 22.37	2.24	2.25	6.00	2.08	\$ 34.94
3rd Year - 75% of JP	\$ 25.81	2.58	2.25	6.00	2.08	\$ 38.72
4th Year - 85% of JP	\$ 29.25	2.93	2.25	6.00	2.08	\$ 42.51

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the U.S. and Canada,
and Local Union 740
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay 10%	Health & Welfare Benefit	Pension Plan	Building, Training & Resource Fund	Gross Hourly Package
Journeyman	\$ 36.23	3.62	2.25	6.00	2.08	\$ 50.18
Foreperson	\$ 41.66	4.17	2.25	6.00	2.08	\$ 56.16
+15% over JP rates						
General Foreperson	\$ 43.48	4.35	2.25	6.00	2.08	\$ 58.16
+20% over JP rates						
Apprentices						
2nd Year - 65% of JP	\$ 23.55	2.36	2.25	6.00	2.08	\$ 36.24
3rd Year - 75% of JP	\$ 27.17	2.72	2.25	6.00	2.08	\$ 40.22
4th Year - 85% of JP	\$ 30.80	3.08	2.25	6.00	2.08	\$ 44.21

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the U.S. and Canada,
and Local Union 740
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay 10%	Health & Welfare Benefit	Pension Plan	Building, Training & Resource Fund	Gross Hourly Package
Journeyman	\$ 38.50	3.85	2.25	6.00	2.08	\$ 52.68
Foreperson	\$ 44.28	4.43	2.25	6.00	2.08	\$ 59.04
+15% over JP rates						
General Foreperson	\$ 46.20	4.62	2.25	6.00	2.08	\$ 61.15
+20% over JP rates						
Apprentices						
2nd Year - 65% of JP	\$ 25.03	2.50	2.25	6.00	2.08	\$ 37.86
3rd Year - 75% of JP	\$ 28.88	2.89	2.25	6.00	2.08	\$ 42.10
4th Year - 85% of JP	\$ 32.73	3.27	2.25	6.00	2.08	\$ 46.33

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the U.S. and Canada,
and Local Union 740
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay 10%	Health & Welfare Benefit	Pension Plan	Building, Training & Resource Fund	Gross Hourly Package
Journeyman	\$ 40.32	4.03	2.25	6.00	2.08	\$ 54.68
Foreperson	\$ 46.37	4.64	2.25	6.00	2.08	\$ 61.34
+15% over JP rates						
General Foreperson	\$ 48.38	4.84	2.25	6.00	2.08	\$ 63.55
+20% over JP rates						
Apprentices						
2nd Year - 65% of JP	\$ 26.21	2.62	2.25	6.00	2.08	\$ 39.16
3rd Year - 75% of JP	\$ 30.24	3.02	2.25	6.00	2.08	\$ 43.59
4th Year - 85% of JP	\$ 34.27	3.43	2.25	6.00	2.08	\$ 48.03

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the U.S. and Canada,
and Local Union 740
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay 10%	Health & Welfare Benefit	Pension Plan	Building, Training & Resource Fund	Gross Hourly Package
Journey person	\$ 42.59	4.26	2.25	6.00	2.08	\$ 57.18
Foreperson	\$ 48.98	4.90	2.25	6.00	2.08	\$ 64.21
+15% over JP rates						
General Foreperson	\$ 51.11	5.11	2.25	6.00	2.08	\$ 66.55
+20% over JP rates						
Apprentices						
2nd Year - 65% of JP	\$ 27.68	2.77	2.25	6.00	2.08	\$ 40.78
3rd Year - 75% of JP	\$ 31.94	3.19	2.25	6.00	2.08	\$ 45.46
4th Year - 85% of JP	\$ 36.20	3.62	2.25	6.00	2.08	\$ 50.15

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the U.S. and Canada,
and Local Union 740
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation + Holiday Pay 10%	Health & Welfare Benefit	Pension Plan	Building, Training & Resource Fund	Gross Hourly Package
Journeyman	\$ 44.41	4.44	2.25	6.00	2.08	\$ 59.18
Foreperson	\$ 51.07	5.11	2.25	6.00	2.08	\$ 66.51
+15% over JP rates						
General Foreperson	\$ 53.29	5.33	2.25	6.00	2.08	\$ 68.95
+20% over JP rates						
Apprentices						
2nd Year - 65% of JP	\$ 28.87	2.89	2.25	6.00	2.08	\$ 42.09
3rd Year - 75% of JP	\$ 33.31	3.33	2.25	6.00	2.08	\$ 46.97
4th Year - 85% of JP	\$ 37.75	3.78	2.25	6.00	2.08	\$ 51.86

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, LOCAL UNION 579**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

- Carpenter General Foreperson
- Carpenter Non-Working Foreperson
- Carpenter Working Foreperson
- Carpenter Journeyperson
- Carpenter Welder
- Scaffolder

1.02 The ratio of Forepersons shall be:

1 – 8 Workers	1 Working Foreperson
9 – 16 Workers	1 Non-working Foreperson
17 – 24 Workers	2 Non-working Forepersons and 1 Working Foreperson
25 and over Workers	1 General Foreperson and 2 Non-working Forepersons

The Rate of Pay for Forepersons and General Forepersons shall be:

Working Foreperson	10% above the Journeyperson rate
Non-Working Foreperson	15% above the Journeyperson rate
General Foreperson	20% above the Journeyperson rate

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including overtime for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health and Welfare Fund, Pension Fund

Address: Belmont Health and Welfare
 700-33 Alderney Dr.
 Dartmouth NS B2Y 2N4

Cheque payable to: ACRC Benefit and Welfare Fund

(b) Union Dues and Organizing Fund

Address: Atlantic Canada Regional Council
1000 Sackville Drive
Lower Sackville NS B4E 0C2

Cheque payable to: Atlantic Canada Regional Council

(c) Stabilization Fund, Building & Training Fund

Address: UBC Local 579
Box 3040
Paradise NL A1L 3W2

Cheque payable to: UBC Local 579

(d) Industry Fund (RDTC)

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's NL A1E 3T9

Cheque Payable to: Resource Development Trades Council Industry Fund

(e) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and
Labrador
78 Brookfield Road
St. John's NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

4.0 APPRENTICES

4.01 Rates for apprentices shall be as herein contained.

Period	# of Hours Complete	Courses Complete	Rate of Journeypersons Pay
Carpenter Helper	0	0	60%
First	1000	18	65%
Second	2200	19 – 20	70%
Third	4200	21 – 22	80%

Fourth	6200	23 – 24	90%
Journey person	7200	All	100%

- 4.02 The United Brotherhood of Carpenters and Joiners of America, Local 579 will be recognized as the sole employer of all union Carpenter Apprentices in the Province of Newfoundland and Labrador for the purpose of apprenticeship training. Further, the Brotherhood of Carpenters and Joiners of America, Local 579 will be given full authority to remove any carpenter apprentice for failure to fulfill his or her apprenticeship contract obligations. Further, each apprentice will be able to return to his/her job after the proper in school training, if the job is continuing.
- 4.03 Each candidate for apprenticeship must have successfully completed a high school program or equivalent and in addition may be required to have completed certain academic subjects as specified in particular plans of training. Mature students, at the discretion of the Provincial Director of Institutional and Industrial Education, may be registered. A Mature student is defined as one who has reached the age of 19 and who can demonstrate the ability and the interest to complete the requirements for certification.
- 4.04 The direct entry apprentice's (with no work or school experience) starting rate will be 60% of the Journey person's rate. When they attain the maximum hours and successfully complete the maximum courses for that period they will receive the next wage scale increase. When the apprentice finishes one period of training and schooling, they will not get an increase in pay regardless of how many hours they have accumulated until they present a validated Log Book and have returned to school again.
- 4.05 The term of apprenticeship for Carpenters shall be 7200 hours actually occupied in the trade, and successful completion of all courses.
- 4.06 The Contractor will endeavour to hire certified Carpenters.

5.0 TOOLS

5.01 Employees will supply the following tools:

- | | |
|---------------------|-----------------------------|
| Carpenters Apron | Screw Driver Set |
| Measuring Tape | Framing Square |
| Plumb Bob with line | Wood Chisels |
| Sliding Square | Stair Buttons/Square Gauges |
| Combination Square | Block Plane |
| Pencils | Chalk Box with line |
| Hammer | Claw Bar |
| Level | |

6.0 UNION DUES

6.01 Union dues as per Article 6 of the Agreement shall be included in the same cheque as the Organizing Fund cheque as per Article 3.03(b).

6.02 The Contractor shall deduct each month from the wages of each employee within the Union Jurisdiction four (4%) percent of gross earnings, excluding room and board, vacation pay and travel expenses. These deductions shall be made on a weekly basis.

7.0 HEIGHT PAY

7.01 Employees working on a swing stage, scaffold, ladder, bosun chair or temporary working platform (excluding platforms that are in good condition, solidly constructed, rigidly fixed to the structure by mechanical means and equipped with wire mesh fencing to prevent falling) shall receive a premium over his/her regular rate as follows:

Forty (40) feet and over	\$1.75/hour
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Heights shall be determined on the basis of vertical free fall to the base of the structure.

8.0 HEALTH AND SAFETY

8.01 On all heavy industrial jobs, the Contractor shall supply weather appropriate coveralls that are necessary for the employee, who shall return them on completion of the job.

8.02 The following safety apparel will be made available in the manner indicated, as required by work being done on sites:

- (a) Hard Hat
- (b) Safety Glasses – non-prescriptive
- (c) Safety Vests
- (d) Goggles, face shield
- (e) Safety ear protection
- (f) Gloves
- (g) Dust Masks

Employees will be issued this equipment. Should any of the provided safety items be made unserviceable through normal wear and tear during the employees continued employment with the Contractor, a new item will be given to the employee upon his/her presenting the unserviceable item to his/her supervisor.

**United Brotherhood of Carpenters and Joiners of America
and Carpenters Local Union 579
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Gross Hourly Package
		10%	3%						
General Foreperson	\$ 36.24	3.62	1.09	1.78	5.75	0.38	0.30	0.50	\$ 49.66
Non-Working Foreperson	\$ 34.73	3.47	1.04	1.78	5.75	0.38	0.30	0.50	\$ 47.95
Working Foreperson	\$ 33.22	3.32	1.00	1.78	5.75	0.38	0.30	0.50	\$ 46.25
Journeyman Carpenter Welder Scaffolder	\$ 30.20	3.02	0.91	1.78	5.75	0.38	0.30	0.50	\$ 42.84
Carpenter Trade Helper	\$ 18.12	1.81	0.54	1.78	5.75	0.38	0.30	0.50	\$ 29.18
Apprentice 1	\$ 19.63	1.96	0.58	1.78	5.75	0.38	0.30	0.50	\$ 30.88
Apprentice 2	\$ 21.14	2.11	0.64	1.78	5.75	0.38	0.30	0.50	\$ 32.60
Apprentice 3	\$ 24.16	2.42	0.73	1.78	5.75	0.38	0.30	0.50	\$ 36.02
Apprentice 4	\$ 27.18	2.71	0.82	1.78	5.75	0.38	0.30	0.50	\$ 39.42

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America
and Carpenters Local Union 579
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Gross Hourly Package
		10%	3%						
General Foreperson	\$ 38.37	3.84	1.16	1.78	5.75	0.38	0.30	0.50	\$ 52.08
Non-Working Foreperson	\$ 36.77	3.68	1.10	1.78	5.75	0.38	0.30	0.50	\$ 50.26
Working Foreperson	\$ 35.17	3.51	1.06	1.78	5.75	0.38	0.30	0.50	\$ 48.45
Journeyman Carpenter Welder Scaffolder	\$ 31.97	3.20	0.96	1.78	5.75	0.38	0.30	0.50	\$ 44.84
Carpenter Trade Helper	\$ 19.18	1.92	0.58	1.78	5.75	0.38	0.30	0.50	\$ 30.39
Apprentice 1	\$ 20.78	2.08	0.62	1.78	5.75	0.38	0.30	0.50	\$ 32.19
Apprentice 2	\$ 22.38	2.24	0.68	1.78	5.75	0.38	0.30	0.50	\$ 34.01
Apprentice 3	\$ 25.58	2.56	0.77	1.78	5.75	0.38	0.30	0.50	\$ 37.62
Apprentice 4	\$ 28.78	2.87	0.86	1.78	5.75	0.38	0.30	0.50	\$ 41.22

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America
and Carpenters Local Union 579
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Gross Hourly Package
		10%	3%						
General Foreperson	\$ 41.02	4.10	1.24	1.78	5.75	0.38	0.30	0.50	\$ 55.07
Non-Working Foreperson	\$ 39.31	3.93	1.17	1.78	5.75	0.38	0.30	0.50	\$ 53.12
Working Foreperson	\$ 37.60	3.76	1.13	1.78	5.75	0.38	0.30	0.50	\$ 51.20
Journeyman Carpenter Welder Scaffolder	\$ 34.19	3.42	1.03	1.78	5.75	0.38	0.30	0.50	\$ 47.35
Carpenter Trade Helper	\$ 20.51	2.05	0.62	1.78	5.75	0.38	0.30	0.50	\$ 31.89
Apprentice 1	\$ 22.22	2.22	0.66	1.78	5.75	0.38	0.30	0.50	\$ 33.81
Apprentice 2	\$ 23.93	2.39	0.72	1.78	5.75	0.38	0.30	0.50	\$ 35.75
Apprentice 3	\$ 27.35	2.74	0.83	1.78	5.75	0.38	0.30	0.50	\$ 39.63
Apprentice 4	\$ 30.77	3.07	0.92	1.78	5.75	0.38	0.30	0.50	\$ 43.47

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America
and Carpenters Local Union 579
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Gross Hourly Package
		10%	3%						
General Foreperson	\$ 43.15	4.31	1.30	1.78	5.75	0.38	0.30	0.50	\$ 57.47
Non-Working Foreperson	\$ 41.35	4.13	1.24	1.78	5.75	0.38	0.30	0.50	\$ 55.43
Working Foreperson	\$ 39.55	3.95	1.19	1.78	5.75	0.38	0.30	0.50	\$ 53.40
Journeyperson Carpenter Welder Scaffolder	\$ 35.96	3.60	1.08	1.78	5.75	0.38	0.30	0.50	\$ 49.35
Carpenter Trade Helper	\$ 21.57	2.16	0.65	1.78	5.75	0.38	0.30	0.50	\$ 33.09
Apprentice 1	\$ 23.37	2.34	0.70	1.78	5.75	0.38	0.30	0.50	\$ 35.12
Apprentice 2	\$ 25.17	2.52	0.76	1.78	5.75	0.38	0.30	0.50	\$ 37.16
Apprentice 3	\$ 28.76	2.88	0.87	1.78	5.75	0.38	0.30	0.50	\$ 41.22
Apprentice 4	\$ 32.36	3.23	0.97	1.78	5.75	0.38	0.30	0.50	\$ 45.27

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America
and Carpenters Local Union 579
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Gross Hourly Package
		10%	3%						
General Foreperson	\$ 45.80	4.58	1.38	1.78	5.75	0.38	0.30	0.50	\$ 60.47
Non-Working Foreperson	\$ 43.89	4.39	1.31	1.78	5.75	0.38	0.30	0.50	\$ 58.30
Working Foreperson	\$ 41.98	4.19	1.26	1.78	5.75	0.38	0.30	0.50	\$ 56.14
Journeyman Carpenter Welder Scaffolder	\$ 38.17	3.82	1.15	1.78	5.75	0.38	0.30	0.50	\$ 51.85
Carpenter Trade Helper	\$ 22.90	2.29	0.69	1.78	5.75	0.38	0.30	0.50	\$ 34.59
Apprentice 1	\$ 24.81	2.48	0.74	1.78	5.75	0.38	0.30	0.50	\$ 36.74
Apprentice 2	\$ 26.72	2.67	0.81	1.78	5.75	0.38	0.30	0.50	\$ 38.91
Apprentice 3	\$ 30.53	3.06	0.92	1.78	5.75	0.38	0.30	0.50	\$ 43.22
Apprentice 4	\$ 34.35	3.43	1.03	1.78	5.75	0.38	0.30	0.50	\$ 47.52

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**United Brotherhood of Carpenters and Joiners of America
and Carpenters Local Union 579
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Building & Training Fund	Org Fund	Rate Stab Fund	Gross Hourly Package
		10%	3%						
General Foreperson	\$ 47.92	4.79	1.44	1.78	5.75	0.38	0.30	0.50	\$ 62.86
Non-Working Foreperson	\$ 45.93	4.59	1.37	1.78	5.75	0.38	0.30	0.50	\$ 60.60
Working Foreperson	\$ 43.93	4.39	1.32	1.78	5.75	0.38	0.30	0.50	\$ 58.35
Journeyman Carpenter Welder Scaffolder	\$ 39.94	3.99	1.20	1.78	5.75	0.38	0.30	0.50	\$ 53.84
Carpenter Trade Helper	\$ 23.96	2.40	0.72	1.78	5.75	0.38	0.30	0.50	\$ 35.79
Apprentice 1	\$ 25.96	2.60	0.77	1.78	5.75	0.38	0.30	0.50	\$ 38.04
Apprentice 2	\$ 27.96	2.80	0.84	1.78	5.75	0.38	0.30	0.50	\$ 40.31
Apprentice 3	\$ 31.95	3.20	0.96	1.78	5.75	0.38	0.30	0.50	\$ 44.82
Apprentice 4	\$ 35.94	3.59	1.08	1.78	5.75	0.38	0.30	0.50	\$ 49.32

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES AND LOCAL UNION 1984**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

Apprentice
 Painter
 Glazier
 Drywall Taper
 Spray Painter
 High Pressure Washer over 10,000 psi
 Abrasive Blaster
 Vinyl Hanger
 Fireproofers
 Working Foreperson
 Non-working Foreperson
 General Foreperson

1.02 The Working Forepersons ratio shall be one (1) Working Foreperson for two (2) to ten (10) Journeypersons.

1.03 The Rate of Pay for Working Foreperson, Non-Working Foreperson and General Forepersons shall be as follows:

- | | |
|-------------------------------------|---|
| (a) Working Foreperson (Chargehand) | \$1.50 above the applicable Journeyperson's rate including all premiums |
| (b) Non-Working Foreperson | \$2.00 above the applicable Journeyperson's rate including all premiums |
| (c) General Foreperson | \$2.50 above the applicable Journeyperson's rate including all premiums |

1.04 Group 2 shall receive three dollars (\$3.00) per hour above the Group 1 rate. Pay shall be for a minimum of one-half shift and if work goes into the second half of the shift, the employees shall be paid for the regular day.

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including overtime for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the following month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: IUPAT - DC 39 Fund
95 Simmonds Drive
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

(b) Pension Fund

Address: IUPAT - DC 39 Fund
95 Simmonds Drive
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

(c) Apprentice Fund

Address: IUPAT - DC 39 Fund
95 Simmonds Drive
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

(d) Organizing Fund:

Address: IUPAT - DC 39 Fund
95 Simmonds Drive
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

(e) Union Administration Fund:

Address: IUPAT - DC 39 Fund
95 Simmonds Drive
Dartmouth, NS B3B 1N7

Cheque payable to: IUPAT - District Council 39 Fund

(f) Industry Fund (RDC)

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(g) Canadian Building Trades Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union Dues shall be forwarded to:

Address: IUPAT – DC 39 Fund
95 Simmonds Drive
Dartmouth, NS B3J 1N7

5.0 APPRENTICE RATES

5.01	1st year	60% of Journeyman Wage plus all benefits
	2nd year	75% of Journeyman Wage plus all benefits
	3rd year	90% of Journeyman Wage plus all benefits

Full journeyman rates thereafter.

5.02 Apprentices shall be given one year credit for a pre-employment training course at any Newfoundland and Labrador accredited vocational school if course is completed.

6.0 HEIGHT PAY

6.01 If an employee is required to work at a free fall height of 50 feet or above to point of contact, he shall be paid a premium of seventy five cents (75¢) per hour above his rate.

7.0 HEALTH & SAFETY

7.01 The employer shall provide all personal protective equipment including fire retardant coveralls. Employees applying passive fire protection such as Chartek shall be provided with \$100.00 towards the cost of boots every 1,000 hours.

International Union of Painters and Allied Trades and Local Union 1984
 Schedule "A"
 Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Fund	Pension Plan	Apprenticeship Fund	Org. Fund	Union Admin. Fund	Gross Hourly Package
		10%	3%						
Group 1 - Painter/Glazier	\$ 30.35	3.03	0.91	2.05	4.50	0.65	0.55	0.10	\$ 42.14
Chargehands & Working Foreperson	\$ 31.85	3.19	0.96	2.05	4.50	0.65	0.55	0.10	\$ 43.85
+1.50 over Group 1									
Non-working Foreperson	\$ 32.35	3.24	0.97	2.05	4.50	0.65	0.55	0.10	\$ 44.41
+2.00 over Group 1									
General Foreperson	\$ 32.85	3.29	0.99	2.05	4.50	0.65	0.55	0.10	\$ 44.98
+2.50 over Group 1									
Group 2 - High Pressure Washer over 10,000 psi, Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 33.35	3.34	1.00	2.05	4.50	0.65	0.55	0.10	\$ 45.54
+\$3.00 over Group 1									
Chargehands & Working Foreperson	\$ 34.85	3.49	1.05	2.05	4.50	0.65	0.55	0.10	\$ 47.24
+1.50 over Group 2									
Non-working Foreperson	\$ 35.35	3.54	1.06	2.05	4.50	0.65	0.55	0.10	\$ 47.80
+2.00 over Group 2									
General Foreperson	\$ 35.85	3.59	1.08	2.05	4.50	0.65	0.55	0.10	\$ 48.37
+2.50 over Group 2									
Apprentices									
1st Year - 60% Group 1	\$ 18.21	1.82	0.54	2.05	4.50	0.65	0.55	0.10	\$ 28.42
2nd Year - 75% Group 1	\$ 22.76	2.28	0.68	2.05	4.50	0.65	0.55	0.10	\$ 33.57
3rd Year - 90% Group 1	\$ 27.32	2.73	0.81	2.05	4.50	0.65	0.55	0.10	\$ 38.71

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

International Union of Painters and Allied Trades and Local Union 1984
Schedule "A"
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Fund	Pension Plan	Apprenticeship Fund	Org. Fund	Union Admin. Fund	Gross Hourly Package
		10%	3%						
Group 1 - Painter/Glazier	\$ 31.54	3.15	0.94	2.15	5.00	0.70	0.55	0.10	\$ 44.13
Chargehands & Working Foreperson	\$ 33.04	3.30	0.99	2.15	5.00	0.70	0.55	0.10	\$ 45.83
+1.50 over Group 1									
Non-working Foreperson	\$ 33.54	3.35	1.01	2.15	5.00	0.70	0.55	0.10	\$ 46.40
+2.00 over Group 1									
General Foreperson	\$ 34.04	3.40	1.02	2.15	5.00	0.70	0.55	0.10	\$ 46.96
+2.50 over Group 1									
Group 2 - High Pressure Washer over 10,000 psi, Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 34.54	3.45	1.04	2.15	5.00	0.70	0.55	0.10	\$ 47.53
+\$3.00 over Group 1									
Chargehands & Working Foreperson	\$ 36.04	3.60	1.08	2.15	5.00	0.70	0.55	0.10	\$ 49.22
+1.50 over Group 2									
Non-working Foreperson	\$ 36.54	3.65	1.10	2.15	5.00	0.70	0.55	0.10	\$ 49.79
+2.00 over Group 2									
General Foreperson	\$ 37.04	3.70	1.11	2.15	5.00	0.70	0.55	0.10	\$ 50.35
+2.50 over Group 2									
Apprentices									
1st Year - 60% Group 1	\$ 18.92	1.89	0.56	2.15	5.00	0.70	0.55	0.10	\$ 29.87
2nd Year - 75% Group 1	\$ 23.66	2.37	0.70	2.15	5.00	0.70	0.55	0.10	\$ 35.23
3rd Year - 90% Group 1	\$ 28.39	2.84	0.85	2.15	5.00	0.70	0.55	0.10	\$ 40.58

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

International Union of Painters and Allied Trades and Local Union 1984
Schedule "A"
Effective May 1, 2014

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Fund	Pension Plan	Apprenticeship Fund	Org. Fund	Union Admin. Fund	Gross Hourly Package
		10%	3%						
Group 1 - Painter/Glazier	\$ 33.66	3.36	1.00	2.25	5.00	0.70	0.55	0.10	\$ 46.62
Chargehands & Working Foreperson	\$ 35.16	3.52	1.05	2.25	5.00	0.70	0.55	0.10	\$ 48.33
+1.50 over Group 1									
Non-working Foreperson	\$ 35.66	3.57	1.07	2.25	5.00	0.70	0.55	0.10	\$ 48.90
+2.00 over Group 1									
General Foreperson	\$ 36.16	3.62	1.08	2.25	5.00	0.70	0.55	0.10	\$ 49.46
+2.50 over Group 1									
Group 2 - High Pressure Washer over 10,000 psi, Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 36.66	3.67	1.10	2.25	5.00	0.70	0.55	0.10	\$ 50.03
+\$3.00 over Group 1									
Chargehands & Working Foreperson	\$ 38.16	3.82	1.14	2.25	5.00	0.70	0.55	0.10	\$ 51.72
+1.50 over Group 2									
Non-working Foreperson	\$ 38.66	3.87	1.16	2.25	5.00	0.70	0.55	0.10	\$ 52.29
+2.00 over Group 2									
General Foreperson	\$ 39.16	3.92	1.17	2.25	5.00	0.70	0.55	0.10	\$ 52.85
+2.50 over Group 2									
Apprentices									
1st Year - 60% Group 1	\$ 20.20	2.02	0.60	2.25	5.00	0.70	0.55	0.10	\$ 31.42
2nd Year - 75% Group 1	\$ 25.25	2.53	0.75	2.25	5.00	0.70	0.55	0.10	\$ 37.13
3rd Year - 90% Group 1	\$ 30.29	3.03	0.90	2.25	5.00	0.70	0.55	0.10	\$ 42.82

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

International Union of Painters and Allied Trades and Local Union 1984
Schedule "A"
Effective May 1, 2015

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Fund	Pension Plan	Apprenticeship Fund	Org. Fund	Union Admin. Fund	Gross Hourly Package
		10%	3%						
Group 1 - Painter/Glazier	\$ 35.34	3.53	1.06	2.35	5.00	0.70	0.55	0.10	\$ 48.63
Chargehands & Working Foreperson	\$ 36.84	3.68	1.11	2.35	5.00	0.70	0.55	0.10	\$ 50.33
+1.50 over Group 1									
Non-working Foreperson	\$ 37.34	3.73	1.12	2.35	5.00	0.70	0.55	0.10	\$ 50.89
+2.00 over Group 1									
General Foreperson	\$ 37.84	3.78	1.14	2.35	5.00	0.70	0.55	0.10	\$ 51.46
+2.50 over Group 1									
Group 2 - High Pressure Washer over 10,000 psi, Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 38.34	3.83	1.15	2.35	5.00	0.70	0.55	0.10	\$ 52.02
+\$3.00 over Group 1									
Chargehands & Working Foreperson	\$ 39.84	3.98	1.20	2.35	5.00	0.70	0.55	0.10	\$ 53.72
+1.50 over Group 2									
Non-working Foreperson	\$ 40.34	4.03	1.21	2.35	5.00	0.70	0.55	0.10	\$ 54.28
+2.00 over Group 2									
General Foreperson	\$ 40.84	4.08	1.23	2.35	5.00	0.70	0.55	0.10	\$ 54.85
+2.50 over Group 2									
Apprentices									
1st Year - 60% Group 1	\$ 21.20	2.12	0.63	2.35	5.00	0.70	0.55	0.10	\$ 32.65
2nd Year - 75% Group 1	\$ 26.51	2.65	0.79	2.35	5.00	0.70	0.55	0.10	\$ 38.65
3rd Year - 90% Group 1	\$ 31.81	3.18	0.95	2.35	5.00	0.70	0.55	0.10	\$ 44.64

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

International Union of Painters and Allied Trades and Local Union 1984
Schedule "A"
Effective May 1, 2016

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Fund	Pension Plan	Apprentice ship Fund	Org. Fund	Union Admin. Fund	Gross Hourly Package
		10%	3%						
Group 1 - Painter/Glazier	\$ 37.46	3.74	1.12	2.45	5.00	0.70	0.55	0.10	\$ 51.12
Chargehands & Working Foreperson	\$ 38.96	3.90	1.17	2.45	5.00	0.70	0.55	0.10	\$ 52.83
+1.50 over Group 1									
Non-working Foreperson	\$ 39.46	3.95	1.18	2.45	5.00	0.70	0.55	0.10	\$ 53.39
+2.00 over Group 1									
General Foreperson	\$ 39.96	4.00	1.20	2.45	5.00	0.70	0.55	0.10	\$ 53.96
+2.50 over Group 1									
Group 2 - High Pressure Washer 10,000 psi, Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 40.46	4.05	1.21	2.45	5.00	0.70	0.55	0.10	\$ 54.52
+\$3.00 over Group 1									
Chargehands & Working Foreperson	\$ 41.96	4.20	1.26	2.45	5.00	0.70	0.55	0.10	\$ 56.22
+1.50 over Group 2									
Non-working Foreperson	\$ 42.46	4.25	1.27	2.45	5.00	0.70	0.55	0.10	\$ 56.78
+2.00 over Group 2									
General Foreperson	\$ 42.96	4.30	1.29	2.45	5.00	0.70	0.55	0.10	\$ 57.35
+2.50 over Group 2									
Apprentices									
1st Year - 60% Group 1	\$ 22.48	2.25	0.67	2.45	5.00	0.70	0.55	0.10	\$ 34.20
2nd Year - 75% Group 1	\$ 28.10	2.81	0.84	2.45	5.00	0.70	0.55	0.10	\$ 40.55
3rd Year - 90% Group 1	\$ 33.71	3.37	1.01	2.45	5.00	0.70	0.55	0.10	\$ 46.89

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

International Union of Painters and Allied Trades and Local Union 1984
Schedule "A"
Effective May 1, 2017

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Fund	Pension Plan	Apprenticeship Fund	Org. Fund	Union Admin. Fund	Gross Hourly Package
		10%	3%						
Group 1 - Painter/Glazier	\$ 39.14	3.91	1.17	2.55	5.00	0.70	0.55	0.10	\$ 53.12
Chargehands & Working Foreperson	\$ 40.64	4.06	1.22	2.55	5.00	0.70	0.55	0.10	\$ 54.82
+1.50 over Group 1									
Non-working Foreperson	\$ 41.14	4.11	1.23	2.55	5.00	0.70	0.55	0.10	\$ 55.38
+2.00 over Group 1									
General Foreperson	\$ 41.64	4.16	1.25	2.55	5.00	0.70	0.55	0.10	\$ 55.95
+2.50 over Group 1									
Group 2 - High Pressure Washer over 10,000 psi, Drywall Taper, Spray Painter, Sand Blaster, Vinyl Hangers, Fireproofers	\$ 42.14	4.21	1.26	2.55	5.00	0.70	0.55	0.10	\$ 56.51
+\$3.00 over Group 1									
Chargehands & Working Foreperson	\$ 43.64	4.36	1.31	2.55	5.00	0.70	0.55	0.10	\$ 58.21
+1.50 over Group 2									
Non-working Foreperson	\$ 44.14	4.41	1.32	2.55	5.00	0.70	0.55	0.10	\$ 58.77
+2.00 over Group 2									
General Foreperson	\$ 44.64	4.46	1.34	2.55	5.00	0.70	0.55	0.10	\$ 59.34
+2.50 over Group 2									
Apprentices									
1st Year - 60% Group 1	\$ 23.48	2.35	0.70	2.55	5.00	0.70	0.55	0.10	\$ 35.43
2nd Year - 75% Group 1	\$ 29.36	2.94	0.88	2.55	5.00	0.70	0.55	0.10	\$ 42.08
3rd Year - 90% Group 1	\$ 35.23	3.52	1.05	2.55	5.00	0.70	0.55	0.10	\$ 48.70

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS
AND ALLIED WORKERS AND LOCAL UNION 137**

1.0 APPLICATION

- 1.01 Apprentice
 - Journeyman Mechanic
 - Working Foreperson
 - Non-Working Foreperson
 - General Foreperson

1.02 Supervisory Pay Rate:

Working Foreperson	\$1.25 over Journeyman Mechanic Rate
Non-Working Foreperson	\$2.00 over Journeyman Mechanic Rate
General Foreperson	\$2.50 over Non-Working Foreperson's Mechanic Rate

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

- 2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be 13% of gross wages including overtime for all employees.

3.0 BENEFIT FUNDS

- 3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following in which the hours were earned.

- 3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

- 3.03 Payments shall be made as follows:

(a) Health and Welfare Fund

Address: Benefit Plan Administrators
 7001 Mumford Road
 Suite 216, Tower 1
 Halifax, NS B3L 4N9

Cheque payable to: Heat and Frost Local 137 Trust Fund

(b) Pension Fund

Address: Benefit Plan Administrators
 7001 Mumford Road
 Suite 216, Tower 1
 Halifax, NS B3L 4N9

Cheque payable to: Heat and Frost Local 137 Trust Fund

(c) Training, RSP, Building and Apprenticeship Funds

Address: Heat and Frost Local 137
 PO Box 100
 Harbour Grace, NL A0A 2M0

Cheque Payable to: Heat and Frost Local 137

(d) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and
 Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(e) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and
 Labrador
 78 Brookfield Road
 St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Heat and Frost Local 137
 PO Box 100
 Harbour Grace, NL A0A 2M0

5.0 TOOLS

5.01 All Journeypersons, 3rd and 4th year Apprentices shall carry a tool box containing the following tools:

Float Trowel	Tinsnips
Pointer Trowel	Punch
Knife	Hammer
Pop Riveting Tools	Pliers
Pruning Saw	Safety Goggles
Screwdriver	Scissors
Rule or Steel Tape Measure	M1 or M2 Metal Cutter, if required
<u>1st and 2nd year Apprentices</u>	
Knife	Measuring Tape
Pliers	Scissors
Tinsnips	

5.02 Employees shall be furnished with tools on all foam glass jobs and cutting tools for stainless steel complete with storage box for the same before the job commences. Failure for the employee to return the said tools once the job has been completed, the cost of the same shall be deducted from the employee's paycheque. When required, the employer shall also furnish banding and sealing tools, who shall be held responsible for such tools.

6.0 APPRENTICES

6.01 At the end of an Apprentice period of 8000 working hours, the employee shall be eligible to present himself before an examination board for the purpose of obtaining his competency card as an Insulation Journeyman.

6.02 The following Apprentice rates shall be in effect for the term of the Agreement:

1 st Year Apprentice	60% of Journeyman Mechanic Rate
2 nd Year Apprentice	65% of Journeyman Mechanic Rate
3 rd Year Apprentice	75% of Journeyman Mechanic Rate
4 th Year Apprentice	85% of Journeyman Mechanic Rate

7.0 OTHER CONDITIONS

7.01 Employees working in conditions where there is a possibility of a free fall drop shall be paid the following premiums:

40 feet and above	\$1.00 per hour
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7.02 The Contractor will supply gloves and disposable coveralls and will compensate for the clothing ruined on jobs on which excessive amounts of mastic and adhesives are used.

**International Association of Heat and Frost Insulators
and Allied Workers and Local Union 137**
Schedule "A"
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	RSP	Building Fund	Apprenticeship Fund	Gross Hourly Package
		10%	3%							
General Foreperson	\$ 36.17	3.62	1.09	2.05	5.00	0.15	1.50	0.05	0.05	\$ 49.68
+2.50 over Non-Working Foreperson										
Non-Working Foreperson	\$ 33.67	3.37	1.02	2.05	5.00	0.15	1.50	0.05	0.05	\$ 46.86
+2.00 over JP										
Working Foreperson	\$ 32.92	3.29	0.99	2.05	5.00	0.15	1.50	0.05	0.05	\$ 46.00
+1.25 over JP										
Journeyman Mechanic	\$ 31.67	3.16	0.95	2.05	5.00	0.15	1.50	0.05	0.05	\$ 44.58
Apprentices										
1st year - 60% of JP	\$ 19.00	1.90	0.57	2.05	5.00	0.15	1.50	0.05	0.05	\$ 30.27
2nd year - 65% of JP	\$ 20.59	2.06	0.62	2.05	5.00	0.15	1.50	0.05	0.05	\$ 32.07
3rd year - 75% of JP	\$ 23.75	2.38	0.71	2.05	5.00	0.15	1.50	0.05	0.05	\$ 35.64
4th year - 85% of JP	\$ 26.92	2.69	0.81	2.05	5.00	0.15	1.50	0.05	0.05	\$ 39.22

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Association of Heat and Frost Insulators
and Allied Workers and Local Union 137**
Schedule "A"
Effective May 1, 2013

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	RSP	Building Fund	Apprenticeship Fund	Gross Hourly Package
		10%	3%							
General Foreperson	\$ 37.94	3.79	1.14	2.05	5.00	0.15	1.50	0.05	0.05	\$ 51.67
+2.50 over Non-Working Foreperson										
Non-Working Foreperson	\$ 35.44	3.54	1.07	2.05	5.00	0.15	1.50	0.05	0.05	\$ 48.85
+2.00 over JP										
Working Foreperson	\$ 34.69	3.47	1.04	2.05	5.00	0.15	1.50	0.05	0.05	\$ 48.00
+1.25 over JP										
Journeyperson Mechanic	\$ 33.44	3.34	1.00	2.05	5.00	0.15	1.50	0.05	0.05	\$ 46.58
Apprentices										
1st year - 60% of JP	\$ 20.06	2.01	0.60	2.05	5.00	0.15	1.50	0.05	0.05	\$ 31.47
2nd year - 65% of JP	\$ 21.74	2.17	0.65	2.05	5.00	0.15	1.50	0.05	0.05	\$ 33.36
3rd year - 75% of JP	\$ 25.08	2.51	0.75	2.05	5.00	0.15	1.50	0.05	0.05	\$ 37.14
4th year - 85% of JP	\$ 28.42	2.84	0.85	2.05	5.00	0.15	1.50	0.05	0.05	\$ 40.91

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Association of Heat and Frost Insulators
and Allied Workers and Local Union 137**
Schedule "A"
Effective May 1, 2014

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	RSP	Building Fund	Apprenticeship Fund	Gross Hourly Package
		10%	3%							
General Foreperson	\$ 40.15	4.02	1.20	2.05	5.00	0.15	1.50	0.05	0.05	\$ 54.17
+2.50 over Non-Working Foreperson										
Non-Working Foreperson	\$ 37.65	3.77	1.13	2.05	5.00	0.15	1.50	0.05	0.05	\$ 51.35
+2.00 over JP										
Working Foreperson	\$ 36.90	3.69	1.11	2.05	5.00	0.15	1.50	0.05	0.05	\$ 50.50
+1.25 over JP										
Journeyman Mechanic	\$ 35.65	3.56	1.07	2.05	5.00	0.15	1.50	0.05	0.05	\$ 49.08
Apprentices										
1st year - 60% of JP	\$ 21.39	2.14	0.64	2.05	5.00	0.15	1.50	0.05	0.05	\$ 32.97
2nd year - 65% of JP	\$ 23.17	2.32	0.70	2.05	5.00	0.15	1.50	0.05	0.05	\$ 34.99
3rd year - 75% of JP	\$ 26.74	2.67	0.80	2.05	5.00	0.15	1.50	0.05	0.05	\$ 39.01
4th year - 85% of JP	\$ 30.30	3.03	0.91	2.05	5.00	0.15	1.50	0.05	0.05	\$ 43.04

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Association of Heat and Frost Insulators
and Allied Workers and Local Union 137
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	RSP	Building Fund	Apprenticeship Fund	Gross Hourly Package
		10%	3%							
General Foreperson	\$ 41.92	4.19	1.26	2.05	5.00	0.15	1.50	0.05	0.05	\$ 56.17
+2.50 over Non-Working Foreperson										
Non-Working Foreperson	\$ 39.42	3.94	1.19	2.05	5.00	0.15	1.50	0.05	0.05	\$ 53.35
+2.00 over JP										
Working Foreperson	\$ 38.67	3.87	1.16	2.05	5.00	0.15	1.50	0.05	0.05	\$ 52.50
+1.25 over JP										
Journeyman Mechanic	\$ 37.42	3.74	1.12	2.05	5.00	0.15	1.50	0.05	0.05	\$ 51.08
Apprentices										
1st year - 60% of JP	\$ 22.45	2.25	0.67	2.05	5.00	0.15	1.50	0.05	0.05	\$ 34.17
2nd year - 65% of JP	\$ 24.32	2.43	0.73	2.05	5.00	0.15	1.50	0.05	0.05	\$ 36.28
3rd year - 75% of JP	\$ 28.07	2.81	0.84	2.05	5.00	0.15	1.50	0.05	0.05	\$ 40.52
4th year - 85% of JP	\$ 31.81	3.18	0.95	2.05	5.00	0.15	1.50	0.05	0.05	\$ 44.74

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Association of Heat and Frost Insulators
and Allied Workers and Local Union 137**
Schedule "A"
Effective May 1, 2016

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	RSP	Building Fund	Apprenticeship Fund	Gross Hourly Package
		10%	3%							
General Foreperson	\$ 44.13	4.41	1.32	2.05	5.00	0.15	1.50	0.05	0.05	\$ 58.66
+2.50 over Non-Working Foreperson										
Non-Working Foreperson	\$ 41.63	4.16	1.25	2.05	5.00	0.15	1.50	0.05	0.05	\$ 55.84
+2.00 over JP										
Working Foreperson	\$ 40.88	4.09	1.23	2.05	5.00	0.15	1.50	0.05	0.05	\$ 55.00
+1.25 over JP										
Journeyman Mechanic	\$ 39.63	3.96	1.19	2.05	5.00	0.15	1.50	0.05	0.05	\$ 53.58
Apprentices										
1st year - 60% of JP	\$ 23.78	2.38	0.71	2.05	5.00	0.15	1.50	0.05	0.05	\$ 35.67
2nd year - 65% of JP	\$ 25.76	2.58	0.77	2.05	5.00	0.15	1.50	0.05	0.05	\$ 37.91
3rd year - 75% of JP	\$ 29.72	2.97	0.89	2.05	5.00	0.15	1.50	0.05	0.05	\$ 42.38
4th year - 85% of JP	\$ 33.69	3.37	1.01	2.05	5.00	0.15	1.50	0.05	0.05	\$ 46.87

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27)

**International Association of Heat and Frost Insulators
and Allied Workers and Local Union 137
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Training	RSP	Building Fund	Apprentice ship Fund	Gross Hourly Package
		10%	3%							
General Foreperson	\$ 45.90	4.59	1.38	2.05	5.00	0.15	1.50	0.05	0.05	\$ 60.67
+2.50 over Non-Working Foreperson										
Non-Working Foreperson	\$ 43.40	4.34	1.31	2.05	5.00	0.15	1.50	0.05	0.05	\$ 57.85
+2.00 over JP										
Working Foreperson	\$ 42.65	4.27	1.28	2.05	5.00	0.15	1.50	0.05	0.05	\$ 57.00
+1.25 over JP										
Journeyman Mechanic	\$ 41.40	4.14	1.24	2.05	5.00	0.15	1.50	0.05	0.05	\$ 55.58
Apprentices										
1st year - 60% of JP	\$ 24.84	2.48	0.75	2.05	5.00	0.15	1.50	0.05	0.05	\$ 36.87
2nd year - 65% of JP	\$ 26.91	2.69	0.81	2.05	5.00	0.15	1.50	0.05	0.05	\$ 39.21
3rd year - 75% of JP	\$ 31.05	3.11	0.93	2.05	5.00	0.15	1.50	0.05	0.05	\$ 43.89
4th year - 85% of JP	\$ 35.19	3.52	1.06	2.05	5.00	0.15	1.50	0.05	0.05	\$ 48.57

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
AND LOCAL UNION 512**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

General Foreperson
 Non-working Foreperson
 Working Foreperson
 Journeyperson (including Welder)
 Air Balancing Technicians
 Apprentices

1.02 The Rate of Pay for Working, Non-Working and General Forepersons shall be:

Working Foreperson	\$2.00 above the Journeyperson's rate of pay
Non-Working Foreperson	\$3.00 above the Journeyperson's rate of pay
General Foreperson	\$4.00 above the Journeyperson's rate of pay

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be 13% of gross wages including over-time for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payment shall be made as follows:

(a) Health and Welfare Fund, Pension Fund

Address: Sheet Metal Workers, Local 512
 PO Box 1473
 St. John's, NL A1C 5N8

Cheque payable to: Benefit Plan Administrators

(b) Local 512 Industry Fund

Address: Sheet Metal Workers, Local 512
 PO Box 1473
 St. John's, NL A1C 5N8

Cheque payable to: Sheet Metal Workers, Local 512

(c) Industry Fund (RDC)

Address: Resource Development Trades Council of Newfoundland and Labrador
78 Brookfield Road
St. John's, NL CA A1E 3T9

Cheque Payable to: Resource Development Trades Council Industry Fund

(d) Canadian Building Trades Fund

Address: Resource Development Trades Council of Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque Payable to: Canadian Building Trades Fund

(e) Union Dues

Union Dues shall be made payable to:

"Sheet Metal Workers, Local 512"

and mailed to:

Address: Sheet Metal Workers Local 512
PO Box 1473
St. John's, NL A1C 5N8

4.0 APPRENTICES

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

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

4.03 The Contractor 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.

4.04 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

5.0 HEIGHT PAY

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

50 feet and above \$1.00

6.0 WELDERS

6.01 On work requiring Sheet Metal Workers to weld, the rate of pay will increase by \$1.00 per hour.

7.0 TOOLS

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

1st Year Apprentice

1 Sheet Metal Hammer	1 Straight Shears
1 Rule Tape (Metric)	Aviation Snips (Lefts and Rights)

2nd Year Apprentice

1 pair Pliers 6-8"	1 pair Sheet Metal Tongs
1 Hacksaw	

3rd Year Apprentice

1 - 1" Cold Chisel	1 - % Cold Chisel
1 Stubby Screwdriver	1 Ball pien Hammer
1 - 24" Square	

4th Year Apprentice

1 pair 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 Contractor retains the right to periodic inspection of an employee's tools provided one (1) weeks' notice is given.

**Sheet Metal Workers' International Association and
Local Union 512
Schedule "A"
Effective May 1, 2012**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 Industry Fund	Gross Hourly Package
		10%	3%				
Journeyperson	\$ 33.16	3.31	0.99	2.00	6.50	0.21	\$ 46.17
Welder	\$ 34.16	3.42	1.03	2.00	6.50	0.21	\$ 47.32
Working Foreperson	\$ 35.16	3.52	1.06	2.00	6.50	0.21	\$ 48.45
+2.00 over JP							
Non-Working Foreperson	\$ 36.16	3.62	1.08	2.00	6.50	0.21	\$ 49.57
+3.00 over JP							
General Foreperson	\$ 37.16	3.72	1.11	2.00	6.50	0.21	\$ 50.70
+4.00 over JP							
Apprentices							
2nd Year - 60% of JP	\$ 19.90	1.99	0.60	2.00	6.50	0.21	\$ 31.20
3rd Year - 75% of JP	\$ 24.87	2.49	0.75	2.00	6.50	0.21	\$ 36.82
4th Year - 85% of JP	\$ 28.19	2.82	0.85	2.00	6.50	0.21	\$ 40.57

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**Sheet Metal Workers' International Association and
Local Union 512
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 Industry Fund	Gross Hourly Package
		10%	3%				
Journeyman	\$ 34.93	3.49	1.05	2.00	6.50	0.21	\$ 48.18
Welder	\$ 35.93	3.59	1.08	2.00	6.50	0.21	\$ 49.31
Working Foreperson	\$ 36.93	3.69	1.11	2.00	6.50	0.21	\$ 50.44
+2.00 over JP							
Non-Working Foreperson	\$ 37.93	3.79	1.14	2.00	6.50	0.21	\$ 51.57
+3.00 over JP							
General Foreperson	\$ 38.93	3.89	1.17	2.00	6.50	0.21	\$ 52.70
+4.00 over JP							
Apprentices							
2nd Year - 60% of JP	\$ 20.96	2.10	0.63	2.00	6.50	0.21	\$ 32.40
3rd Year - 75% of JP	\$ 26.20	2.62	0.79	2.00	6.50	0.21	\$ 38.32
4th Year - 85% of JP	\$ 29.69	2.97	0.89	2.00	6.50	0.21	\$ 42.26

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**Sheet Metal Workers' International Association and
Local Union 512
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 Industry Fund	Gross Hourly Package
		10%	3%				
Journeyman	\$ 37.14	3.71	1.11	2.00	6.50	0.21	\$ 50.67
Welder	\$ 38.14	3.81	1.15	2.00	6.50	0.21	\$ 51.81
Working Foreperson	\$ 39.14	3.91	1.18	2.00	6.50	0.21	\$ 52.94
+2.00 over JP							
Non-Working Foreperson	\$ 40.14	4.01	1.20	2.00	6.50	0.21	\$ 54.06
+3.00 over JP							
General Foreperson	\$ 41.14	4.11	1.23	2.00	6.50	0.21	\$ 55.19
+4.00 over JP							
Apprentices							
2nd Year - 60% of JP	\$ 22.28	2.23	0.67	2.00	6.50	0.21	\$ 33.89
3rd Year - 75% of JP	\$ 27.86	2.79	0.84	2.00	6.50	0.21	\$ 40.20
4th Year - 85% of JP	\$ 31.57	3.16	0.95	2.00	6.50	0.21	\$ 44.39

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**Sheet Metal Workers' International Association and
Local Union 512
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 Industry Fund	Gross Hourly Package
		10%	3%				
Journeyman	\$ 38.91	3.89	1.17	2.00	6.50	0.21	\$ 52.68
Welder	\$ 39.91	3.99	1.20	2.00	6.50	0.21	\$ 53.81
Working Foreperson	\$ 40.91	4.09	1.23	2.00	6.50	0.21	\$ 54.94
+2.00 over JP							
Non-Working Foreperson	\$ 41.91	4.19	1.26	2.00	6.50	0.21	\$ 56.07
+3.00 over JP							
General Foreperson	\$ 42.91	4.29	1.29	2.00	6.50	0.21	\$ 57.20
+4.00 over JP							
Apprentices							
2nd Year - 60% of JP	\$ 23.35	2.34	0.70	2.00	6.50	0.21	\$ 35.10
3rd Year - 75% of JP	\$ 29.18	2.92	0.88	2.00	6.50	0.21	\$ 41.69
4th Year - 85% of JP	\$ 33.07	3.31	0.99	2.00	6.50	0.21	\$ 46.08

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**Sheet Metal Workers' International Association and
Local Union 512
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 Industry Fund	Gross Hourly Package
		10%	3%				
Journeyman	\$ 41.12	4.11	1.23	2.00	6.50	0.21	\$ 55.17
Welder	\$ 42.12	4.21	1.27	2.00	6.50	0.21	\$ 56.31
Working Foreperson	\$ 43.12	4.31	1.30	2.00	6.50	0.21	\$ 57.44
+2.00 over JP							
Non-Working Foreperson	\$ 44.12	4.41	1.32	2.00	6.50	0.21	\$ 58.56
+3.00 over JP							
General Foreperson	\$ 45.12	4.51	1.35	2.00	6.50	0.21	\$ 59.69
+4.00 over JP							
Apprentices							
2nd Year - 60% of JP	\$ 24.67	2.47	0.74	2.00	6.50	0.21	\$ 36.59
3rd Year - 75% of JP	\$ 30.84	3.08	0.93	2.00	6.50	0.21	\$ 43.56
4th Year - 85% of JP	\$ 34.95	3.50	1.05	2.00	6.50	0.21	\$ 48.21

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**Sheet Metal Workers' International Association and
Local Union 512
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Local 512 Industry Fund	Gross Hourly Package
		10%	3%				
Journeyman	\$ 42.89	4.28	1.29	2.00	6.50	0.21	\$ 57.17
Welder	\$ 43.89	4.39	1.32	2.00	6.50	0.21	\$ 58.31
Working Foreperson	\$ 44.89	4.49	1.35	2.00	6.50	0.21	\$ 59.44
+2.00 over JP							
Non-Working Foreperson	\$ 45.89	4.59	1.38	2.00	6.50	0.21	\$ 60.57
+3.00 over JP							
General Foreperson	\$ 46.89	4.69	1.41	2.00	6.50	0.21	\$ 61.70
+4.00 over JP							
Apprentices							
2nd Year - 60% of JP	\$ 25.73	2.57	0.77	2.00	6.50	0.21	\$ 37.78
3rd Year - 75% of JP	\$ 32.17	3.22	0.97	2.00	6.50	0.21	\$ 45.07
4th Year - 85% of JP	\$ 36.46	3.65	1.09	2.00	6.50	0.21	\$ 49.91

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27)

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
AND LOCAL UNION 125 A**

1.0 APPLICATION

1.01 This Trade Appendix shall apply to the following:

Mechanic
Mechanic-in-Charge (Foreperson)
Improver Helper
Helper II
Helper I
Probationary Helper II
Probationary Helper I

2.0 VACATION AND RECOGNIZED HOLIDAY PAY

2.01 Payment for annual vacations shall be eight percent (8%) and pay in lieu of recognized holidays shall be four percent (4%) of gross wages including overtime for all employees.

3.0 BENEFIT FUNDS

3.01 The Contractor shall remit the amounts in the attached Wage and Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

(a) Welfare Fund

Address: Manion Wilkins & Associates Ltd.
222 Rowntree Dairy Rd., Unit 4, 3rd Floor
Woodbridge, ON L4L 9T2

Cheque payable to: The Canadian Elevator Industry Welfare Plan

(b) Pension Fund

Address: Manion Wilkins & Associates Ltd.
222 Rowntree Dairy Rd., Unit 4, 3rd Floor
Woodbridge, ON L4L 9T2

Cheque payable to: The Canadian Elevator Industry Pension Plan

(c) Education Fund

Address: Manion Wilkins & Associates Ltd.
222 Rowntree Dairy Ltd., Unit 4, 3rd Floor
Woodbridge, ON L4L 9T2

Cheque payable to: The Canadian Elevator Industry Education Plan

(d) Industry Fund (RDC)

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque payable to: Resource Development Trades Council Industry Fund

(e) Canadian Building Trades Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheque payable to: Canadian Building Trades Fund

4.0 UNION DUES

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: International Union of Elevator Constructors Local 125A
Suite 102, 14 McQuade Lake Cres.
Halifax, NS
B3S 1B6

5.0 APPRENTICES

5.01 The wage rates for employees shall be in accordance with the following schedule:

Probationary Helper I	50% of the Mechanic's rate
Probationary Helper II	55% of the Mechanic's rate
Helper I	70% of the Mechanic's rate
Helper II	75% of the Mechanic's rate
Improver Helper	80% of the Mechanic's rate

5.02 It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper may perform under the direction of a Mechanic.

5.03 The total number of Helpers employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper may be employed for the first two teams and an extra Helper for each additional three teams.

Further, the Contractor may use as many helpers as best suits his/her convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material; and on foundation work. When removing old and installing new cables on existing elevator installations, a Contractor may use two Helpers to one Mechanic.

6.0 Mechanic-in-Charge

6.01 When four (4) or more employees covered by this Trade Appendix, including the Mechanic-in-Charge, are employed on a new construction or modernization job, the Mechanic-in-Charge of the job shall have his/her hourly rate increased twelve and one-half percent (12 1/2%) for each hour worked.

When thirty (30) or more employees covered by this Trade Appendix are working on a job site, the Mechanic-in-Charge of the job shall have his/her hourly rate increased fifteen percent (15%) for each hour worked.

**International Union of Elevator Constructors
and Local Union 125A**
Schedule "A"
Effective May 1, 2012

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Education Fund	Gross Hourly Package
		8%	4%				
Mechanic	\$ 35.72	2.86	1.43	1.18	2.25	0.31	43.75
Mechanic-in-Charge	\$ 40.19	3.22	1.61	1.18	2.25	0.31	48.76
(4 or more) +12.5%							
Mechanic-in-Charge	\$ 41.08	3.29	1.64	1.18	2.25	0.31	49.75
(30 or more) +15%							
Probationary Helper I (50%)	\$ 17.86	1.43	0.71	1.18	2.25	0.31	23.74
Probationary Helper II (55%)	\$ 19.65	1.57	0.79	1.18	2.25	0.31	25.75
Helper I (70%)	\$ 25.00	2.00	1.00	1.18	2.25	0.31	31.74
Helper II (75%)	\$ 26.79	2.14	1.07	1.18	2.25	0.31	33.74
Improver Helper (80%)	\$ 28.58	2.29	1.14	1.18	2.25	0.31	35.75

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Elevator Constructors
and Local Union 125A
Schedule "A"
Effective May 1, 2013**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Education Fund	Gross Hourly Package
		8%	4%				
Mechanic	\$ 37.51	3.00	1.51	1.18	2.25	0.31	45.76
Mechanic-in-Charge	\$ 42.20	3.38	1.69	1.18	2.25	0.31	51.01
(4 or more) +12.5%							
Mechanic-in-Charge	\$ 43.14	3.45	1.73	1.18	2.25	0.31	52.06
(30 or more) +15%							
Probationary Helper I (50%)	\$ 18.76	1.50	0.75	1.18	2.25	0.31	24.75
Probationary Helper II (55%)	\$ 20.63	1.65	0.83	1.18	2.25	0.31	26.85
Helper I (70%)	\$ 26.26	2.10	1.05	1.18	2.25	0.31	33.15
Helper II (75%)	\$ 28.13	2.25	1.13	1.18	2.25	0.31	35.25
Improver Helper (80%)	\$ 30.01	2.40	1.20	1.18	2.25	0.31	37.35

NOTES: The following shall be paid in addition to the above wage package

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Elevator Constructors
and Local Union 125A
Schedule "A"
Effective May 1, 2014**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Education Fund	Gross Hourly Package
		8%	4%				
Mechanic	\$ 39.74	3.18	1.59	1.18	2.25	0.31	48.25
Mechanic-in-Charge	\$ 44.71	3.58	1.79	1.18	2.25	0.31	53.82
(4 or more) +12.5%							
Mechanic-in-Charge	\$ 45.70	3.66	1.83	1.18	2.25	0.31	54.93
(30 or more) +15%							
Probationary Helper I (50%)	\$ 19.87	1.59	0.79	1.18	2.25	0.31	25.99
Probationary Helper II (55%)	\$ 21.86	1.75	0.87	1.18	2.25	0.31	28.22
Helper I (70%)	\$ 27.82	2.23	1.11	1.18	2.25	0.31	34.90
Helper II (75%)	\$ 29.81	2.38	1.19	1.18	2.25	0.31	37.12
Improver Helper (80%)	\$ 31.79	2.54	1.27	1.18	2.25	0.31	39.34

NOTES: The following shall be paid in addition to the above wage package:

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Elevator Constructors
and Local Union 125A
Schedule "A"
Effective May 1, 2015**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Education Fund	Gross Hourly Package
		8%	4%				
Mechanic	\$ 41.53	3.32	1.67	1.18	2.25	0.31	50.26
Mechanic-in-Charge	\$ 46.72	3.74	1.87	1.18	2.25	0.31	56.07
(4 or more) +12.5%							
Mechanic-in-Charge	\$ 47.76	3.82	1.91	1.18	2.25	0.31	57.23
(30 or more) +15%							
Probationary Helper I (50%)	\$ 20.77	1.66	0.83	1.18	2.25	0.31	27.00
Probationary Helper II (55%)	\$ 22.84	1.83	0.91	1.18	2.25	0.31	29.32
Helper I (70%)	\$ 29.07	2.33	1.16	1.18	2.25	0.31	36.30
Helper II (75%)	\$ 31.15	2.49	1.25	1.18	2.25	0.31	38.63
Improver Helper (80%)	\$ 33.22	2.66	1.33	1.18	2.25	0.31	40.95

NOTES: The following shall be paid in addition to the above wage package:

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Elevator Constructors
and Local Union 125A
Schedule "A"
Effective May 1, 2016**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Education Fund	Gross Hourly Package
		8%	4%				
Mechanic	\$ 43.76	3.50	1.76	1.18	2.25	0.31	52.76
Mechanic-in-Charge	\$ 49.23	3.94	1.97	1.18	2.25	0.31	58.88
(4 or more) +12.5%							
Mechanic-in-Charge	\$ 50.32	4.03	2.01	1.18	2.25	0.31	60.10
(30 or more) +15%							
Probationary Helper I (50%)	\$ 21.88	1.75	0.88	1.18	2.25	0.31	28.25
Probationary Helper II (55%)	\$ 24.07	1.93	0.96	1.18	2.25	0.31	30.70
Helper I (70%)	\$ 30.63	2.45	1.23	1.18	2.25	0.31	38.05
Helper II (75%)	\$ 32.82	2.63	1.31	1.18	2.25	0.31	40.50
Improver Helper (80%)	\$ 35.01	2.80	1.40	1.18	2.25	0.31	42.95

NOTES: The following shall be paid in addition to the above wage package:

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

**International Union of Elevator Constructors
and Local Union 125A
Schedule "A"
Effective May 1, 2017**

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Education Fund	Gross Hourly Package
		8%	4%				
Mechanic	\$ 45.55	3.64	1.83	1.18	2.25	0.31	54.76
Mechanic-in-Charge	\$ 51.24	4.10	2.05	1.18	2.25	0.31	61.13
(4 or more) +12.5%							
Mechanic-in-Charge	\$ 52.38	4.19	2.10	1.18	2.25	0.31	62.41
(30 or more) +15%							
Probationary Helper I (50%)	\$ 22.78	1.82	0.91	1.18	2.25	0.31	29.25
Probationary Helper II (55%)	\$ 25.05	2.00	1.00	1.18	2.25	0.31	31.79
Helper I (70%)	\$ 31.89	2.55	1.28	1.18	2.25	0.31	39.46
Helper II (75%)	\$ 34.16	2.73	1.37	1.18	2.25	0.31	42.00
Improver Helper (80%)	\$ 36.44	2.92	1.46	1.18	2.25	0.31	44.56

NOTES: The following shall be paid in addition to the above wage package:

1. Resource Development Council Industry Fund - Contractor shall remit the RDC Industry Fund (\$0.30/hour earned) as per Article 28
2. Canadian Building Trades Fund - Contractor shall remit the Canadian Building Trades Fund (\$0.05/hour earned) as per Article 29
3. Lower Churchill Project Premium - Contractor shall pay the Lower Churchill Project Premium (\$3.50/hour earned, paid weekly, as per Article 27

SCHEDULE "E"
EXTENDED WORK SCHEDULES

WORK SCHEDULE A: TWENTY-ONE (21) DAYS ON/SEVEN DAYS (7) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of twenty-one (21) consecutive scheduled days of work followed by seven (7) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table E.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled seven (7) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table E: Twenty-one and Seven Work Schedule (21 days of 10 hours worked, 7 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	
ST	10	10	10	10				10	10	10	10				10	10	10	10											
1.5T					10							10							10										
2.0T						10	10						10	10						10	10								

WORK SCHEDULE B: TEN (10) DAYS ON/FOUR (4) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of ten (10) consecutive scheduled days of work followed by four (4) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table A.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled four (4) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table A: Ten and Four Work Schedule (Ten days of 10 hours worked, 4 days off)														
DAY	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su
ST	10	10	10	10				10	10	10				
1.5 T					10									
2.0 T						10	10							

WORK SCHEDULE C: FOURTEEN (14) DAYS ON/SEVEN (7) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of fourteen (14) consecutive scheduled days of work followed by seven (7) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table B.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled seven (7) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table B: Fourteen and Seven Work Schedule (14 days of 10 hours worked, 7 days off)																					
DAY	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su
ST	10	10	10	10				10	10	10	10										
1.5T					10							10									
2.0T						10	10						10	10							

WORK SCHEDULE D: FOURTEEN (14) DAYS ON/FOURTEEN DAYS (14) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of fourteen (14) consecutive scheduled days of work followed by fourteen (14) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table C.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled fourteen (14) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table C: Fourteen and Fourteen Work Schedule (14 days of 10 hours worked, 14 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su
ST	10	10	10	10				10	10	10	10																	
1.5T					10							10																
2.0T						10	10						10	10														

WORK SCHEDULE E: TWENTY (20) DAYS ON/EIGHT DAYS (8) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of twenty (20) consecutive scheduled days of work followed by eight (8) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table D.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled eight (8) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table D: Twenty and Eight Work Schedule (20 days of 10 hours worked, 8 days off)																												
Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su
ST	10	10	10	10				10	10	10	10				10	10	10	10										
1.5T					10							10							10									
2.0T						10	10						10	10						10								

WORK SCHEDULE F: TWENTY (20) DAYS ON/TEN DAYS (10) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- h) The Work Schedule may commence on any day of the week.
- i) The Work Schedule will consist of twenty (20) consecutive scheduled days of work followed by ten (10) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- j) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table D.
- k) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- l) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled ten (10) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- m) Overtime meals will be as per the provisions of this Agreement.
- n) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table D: Twenty and Eight Work Schedule (20 days of 10 hours worked, 10 days off)																															
Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	
ST	10	10	10	10				10	10	10	10				10	10	10	10													
1.5T					10							10							10												
2.0T						10	10						10	10						10											

WORK SCHEDULE G: TWENTY-EIGHT (28) DAYS ON/FOURTEEN DAYS (14) DAYS OFF

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of twenty-eight (28) consecutive scheduled days of work followed by fourteen (14) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table F.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled fourteen (14) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table F: Twenty-eight and Fourteen Work Schedule (28 days of 10 hours worked, 14 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su							
ST	10	10	10	10				10	10	10	10				10	10	10	10				10	10	10	10																	
1.5T					10							10							10							10																
2.0T						10	10						10	10						10	10						10	10														

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

Between:

MUSKRAT FALLS EMPLOYERS' ASSOCIATION INC.

And

RESOURCE DEVELOPMENT TRADES COUNCIL OF NEWFOUNDLAND AND LABRADOR

THE PARTIES HEREBY AGREE THAT:

The quarries that provide aggregates or till to the Site shall fall within the scope of this Agreement and such quarries shall be designated prior to their use.

AGREED TO this 14th day of March, 2013 at the City of St. John's, in the Province of Newfoundland and Labrador

Musktrat Falls Employers' Association Inc.

Resource Development Trades Council of
Newfoundland and Labrador

LETTER OF UNDERSTANDING

Between:

MUSKRAT FALLS EMPLOYERS' ASSOCIATION INC.

And

RESOURCE DEVELOPMENT TRADES COUNCIL OF NEWFOUNDLAND AND LABRADOR

THE PARTIES HEREBY AGREE THAT:

Article 7.08 provides the Contractor with the ability to use working forepersons in situations that would not normally be permitted under the 'usual' arrangements for forepersons in Newfoundland and Labrador. The unique nature of the work and the remote location of the Project have necessitated these arrangements.

The agreement to these arrangements is without prejudice to future assertions of the 'usual' arrangements for foreperson.

AGREED TO this 14th day of March, 2013 at the City of St. John's, in the Province of Newfoundland and Labrador

Muskrat Falls Employers' Association Inc.

Resource Development Trades Council of
Newfoundland and Labrador

LETTER OF UNDERSTANDING

Between:

MUSKRAT FALLS EMPLOYERS' ASSOCIATION INC.

And

RESOURCE DEVELOPMENT TRADES COUNCIL OF NEWFOUNDLAND AND LABRADOR

THE PARTIES HEREBY AGREE as follows:

- a) A fuel depot shall be established on Site as soon as practicable, and no later than six (6) months after the bulk excavation Contractor for the Site commences work.
- b) Prior to the installation of a fuel depot on Site, transporting of fuel around the Site and the fueling of vehicles and equipment on the Site may be done by persons who are not members of the bargaining unit.
- c) Vehicles picking up or delivering garbage and waste containers on Site may be operated by persons who are not members of the bargaining unit.
- d) Courier packages may be delivered or dropped off on Site by persons who are not members of the bargaining unit.

AGREED TO this 14th day of March, 2013 at the City of St. John's, in the Province of Newfoundland and Labrador

Muskrat Falls Employers' Association Inc.

Resource Development Trades Council of
Newfoundland and Labrador

MEMORANDUM OF UNDERSTANDING

BETWEEN

MUSKRAT FALLS EMPLOYER'S ASSOCIATION INC.
("Association")

- and -

RESOURCE DEVELOPMENT TRADES COUNCIL OF NEWFOUNDLAND AND LABRADOR
("RDC")

Re: Application of Hiring Priority – Article 7

THE PARTIES AGREE workers shall be dispatched in the following order of priority:

- i) Qualified Labrador Innu;
- ii) Qualified residents of Labrador who are members of the RDC;
- iii) Qualified residents of Labrador;
- iv) Qualified residents of the Island of Newfoundland who are resident members of the RDC, and
- v) Qualified residents of the Island of Newfoundland.

In hiring and making referrals, both the Contractor and Union members of the RDC will comply with the Benefits Strategy and any employment equity plan that may be applicable to qualified Labrador Innu.

AGREED to this 14th day of March, 2013 in the City of St. John's, in the Province of Newfoundland and Labrador

Musktrat Fall Employers' Association Inc.

Resource Development Trades Council of
Newfoundland and Labrador