

COLLECTIVE LABOUR
AGREEMENT

1997 - 1999

BETWEEN

THE NEWFOUNDLAND CONSTRUCTION LABOUR
RELATIONS ASSOCIATION

TOGETHER WITH THE --
MECHANICAL CONTRACTORS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR

AND

OTHER MECHANICAL CONTRACTORS

AND

THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA

LOCAL 740

A.F.L. - C.I.O. - C.F. of L - C.L.C.

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ARTICLE 1
PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious relations and settle conditions of employment between the employer and the Union; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to encourage efficiency in operation and to promote the moral, well-being and security of all employees.
- 1.02 This Agreement shall apply to all plumbing and pipefitting in the Province of Newfoundland and Labrador.

ARTICLE 2
DEFINITIONS AND INTERPRETATIONS

- 2.01 Employee means a Journeyman or Apprentice, as herein defined.
- 2.02 Journeyman Plumber shall mean a person who has received a certification of qualification in the plumbing trade or holds a valid plumber's license.
- 2.03 Journeyman Steamfitter-Pipefitter shall mean a person who has received a certificate qualification in the steamfitter-pipefitter trade or holds a valid steamfitter-pipefitter license. Notwithstanding the above, Journeymen Steamfitter-Pipefitter shall also mean a person having long working experience and is known to be qualified as a steamfitter-pipefitter who is recognized as a Journeyman by the trade in the Province of Newfoundland and Labrador.
- 2.04 The Union or the employer reserves the right to subject any person to a preliminary exam by their examining board prior to dispatching any person to an employer if doubt exists as to his qualifications.

- 2.05 Apprentice shall mean a person who has attended Trade School and completed a pre-employment course in plumbing or pipefitting under the Province of Newfoundland and Labrador Apprenticeship Training and Certification Act.
- 2.06 Foreman means a qualified employee who has the ability to accept the responsibility, to take charge Of the actual installation of any plumbing and/or pipefitting.
- 2.07 General Foreman means a qualified employee having three (3) or more foremen under his direction, for every three (3) foremen on industrial work the employer shall appoint a general foreman and on all jobs requiring thirty (30) or more men, there shall be a General Foreman for every three (3) foremen.
- 2.08 Employer means a person (including a partnership or corporation) which does plumbing and pipefitting work and which is signatory to this Agreement, but excludes an employee.
- 2.09 Work means plumbing, steamfitting, gasfitting, industrial pipefitting, pneumatic or hydraulic pipefitting, instrument piping, all process piping used above and below ground and under water, all heating and stress relieving of pipe, all welding, tacking, and burning connected with the above, and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and work awarded to the Union pursuant to Article 19 of this Agreement.
- 2.10 Commercial Plumbing and Pipefitting means all plumbing and pipefitting not covered under the definitions Of industrial plumbing and pipefitting, including by not limited to the installation, service and repair of any plumbing and pipefitting work in dwelling houses, apartment houses, churches, schools, hospitals, institutional buildings, commercial buildings, factories, stores, shopping centres,

municipal pump houses, and/or all buildings that would normally be occupied for domestic, commercial and institutional purposes. it also means work on all temporary campsite facilities, bunk houses, cookhouses, warehouses, garages, etc. However, it is understood that work of this nature that is part of an industrial site will be treated as Industrial.

- 2.11 Industrial Plumbing and Pipefitting means all plumbing and pipefitting work required in or performed as part of on-site fabrication, construction and erection of heavy industrial developments, including but not limited to: oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, breweries, industrial pump houses, water treatment plants, fish plants over (\$50,000) fifty thousand dollars mechanical and boiler room.
- 2.12 Industrial Maintenance means all plumbing and pipefitting work required in or performed as part of the repair, service and maintenance of industrial developments, other than that of a kind normally required in servicing and maintenance of domestic, institutional and commercial buildings.
- 2.13 Grievance means a difference or dispute respecting the meaning of violation of any provision of this Agreement.
- 2.14 Provincial means the Province of Newfoundland and Labrador.
- 2.15 Strike shall be defined as in the Labour Relations Act of the Province of Newfoundland and Labrador when it is implemented.

- 2.16 Lock-out shall be defined as in the Labour Relations Act of the Province of Newfoundland and Labrador when it is implemented.
- 2.17 In interpreting this Agreement, the Union shall mean the employee and the employee shall mean the Union.
- 2.18 In interpreting this Agreement, the singular shall include the plural and the plural shall include the singular.
- 2.19 Newfoundland will mean Newfoundland and Labrador.
- 2.20 Domestic and service repair shall be limited to work in occupied buildings and dwellings but will exclude all renovations to said buildings and dwellings; a journeyman plumber may do pipefitting and steamfitting, if capable.

ARTICLE 3

RECOGNITION AND CRAFT JURISDICTION

- 3.01 The employer recognises the Union as the sole collection bargaining agency for hourly rated employees employed on field construction, rigging, fabrication and maintenance performed by the employer within the jurisdiction of the Union.
- 3.02 The employer recognizes the Union as having full and exclusive labour jurisdiction over the plumbing and pipefitting industry, fabrication, installation and maintenance of the plumbing and pipefitting installations of every description and character shall be composed of journeymen and apprentices or any type-of worker employed on any kind of work allied to or connected in any manner with the plumbing and pipefitting industry.

3.03 For the purpose of this Agreement, an Industrial Project shall mean manufacturing production and processing plants, mining including offshore drilling, platform and rigs, and transmission facilities, which include meter stations, pumping stations, compressor stations, tank farms, dams and hydro-electric projects. No rig welder (owner operator) shall work on an Industrial Project. (Prior to work commencing on Offshore Drilling **Platforms** and Rigs, pertaining to U.A. jurisdiction, wages and conditions for divers (Scuba and Deep Sea) will be negotiated by the Parties for the terms of this Agreement.)

3.04 Employees as used herein means "employees" of the employer engaged in such work in the Province of Newfoundland and Labrador.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 It is the employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of installations, the method of installations, are solely and exclusively the responsibility of the employer.

4.02 The employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with the Agreement.

4.03 It is the exclusive function of the employer to hire, promote, demote, transfer, suspend, discipline or discharge for just cause employees in the bargaining unit, subject to the provisions of this Agreement.

- 4.04 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights Of Management.
- 4.04A Vacations shall be scheduled by mutual agreement between employer and employee.
- 4.05 The selection and appointment of foremen and general foremen is solely the responsibility of the employer in keeping with this Agreement.

ARTICLE 5
NO STRIKE OR LOCKOUT ..

- 5.01 During the life of this Agreement, there shall be no strike, lockout, slowdown or stoppage of -work. The employer agrees that in the-event that there is a legal strike, by reason of the refusal of union members to cross a picket line or work with employees who are not members of the Building Trades Council, other than those specifically permitted to work by some term or provision of this agreement while not being Building Trades Council members, it shall not take disciplinary action nor institute civil action against such union members or their union as a result of such refusal to cross a legal picket line or to work with such employees.

ARTICLE 6
JOINT CONFERENCE BOARD
...

- 6.01 A joint Conference Board will be formed, composed of three (3) representatives of the employer and three (3) representatives of the Union. A quorum of which shall be two (2) representatives of each party. This Board may adjust grievances and establish regulations governing the conduct of the parties hereto and employees covered under the terms of this Agreement.

6.02 When in the opinion of the parties to this Agreement, certain work might be secured that will not permit the fulfilment of all articles of this Agreement and it is found necessary and expedient that with some modification of these conditions such work could be secured, the Joint Conference Board may make arrangements to govern such -work and notify the parties to this Agreement and such shall not be considered in violation of this Agreement.

6.03 The parties shall notify each other of their appointments who will serve until notification is given of their replacements. The Chairman shall be chosen from one group and the Secretary from the other group.

ARTICLE 7 UNION SECURITY

7.01 Any person working in the plumbing and pipefitting field is required to be a U.A. member. Any U.A. member hired by an employer without a referral slip is subject to a one hundred dollar (\$100.00) fine (both employer and employee) from Local 740 and such member shall be removed from the job. A referral slip is compulsory for all U.A. members before employment begins. All supervisory personnel in the field shall be U.A. men. When men are transferring from one job site to another job site both the employer and the employee must notify the Union Office. All referral slips must be renewed on the 15th. day of January.

7.02 Upon receipt of authorization from the employee, the employer shall deduct from the first pay period of each month, union dues and three percent (3%) of gross earnings from all employees coming within the scope of this Agreement or such greater amount as may be

designated by the Local Union. These deductions, together with a list of names of all employees and their Social Insurance Numbers shall be remitted to the Secretary-Treasurer of the Local Union by the 15th. day of the month following the month last -worked.

ARTICLE 8 HIRING AND TERMINATION

- 8.01 The Union -will locate skilled men from outside unions within the membership of the United Association to fill positions of special skills, if these skilled men cannot be obtained inside of Local 740. A waiting period of five (5) working days is mandatory to provide these members for employers.
- 8.02 Any employee on any project has the privilege to obtain work with any employer on the same project or on any other project providing he gives his present employer four (4) hours notice and obtains a referral slip from the Union Office.
- 8.03 Workmen procured from other available sources shall be required by the employer to request permission to -work from the Local Union.
- 8.04 All apprentices shall be employed in accordance with the provisions of the Newfoundland and Labrador Department of Labour Apprenticeship Training and Certification Act. Apprentices refusing to attend classes as set d&n by the J.A.T.C. shall be terminated unless they have been excused by the U.A. Local 740 J.A.T.C.
- 8.05 The maximum permitted ratio of apprentices to Journeymen shall be one (1) apprentice to one (1) Journeyman.
- 8.06 For industrial work only, every fifth (5th) employee shall be an apprentice. When apprentices are registered as unemployed, the employer shall not be permitted to hire new apprentices.

- 8.07 All apprentices shall work under the direct supervision of a working Journeyman **plumber** or fitter at all times.
- 8.08 Employees who are laid off or discharged from the service of the employer shall receive their wages and unemployment insurance contribution certificate on termination if the payroll is made up on the project, otherwise the employer shall mail the employees' wages and unemployment insurance contribution certificate within three (3) days, exclusive of Saturday and Sunday. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates for each day he is kept waiting, up to a maximum of one weeks pay. In addition, the employer is required to give the employee four (4) hours notice on the day of lay-off or discharge.
- 8.09 When an employee quits of his own volition, he shall receive his wage and unemployment insurance contribution certificate on the regular pay day applicable for the period worked. On the day of his resignation, the employee must give his employer four (4) hours notice of his termination:
- 8.10 When reducing work force, employer shall terminate employment in the following sequence:-
- (a) U.A. employees from other locals.
 - (b) Any Travel Cards employed in Newfoundland or Labrador on any other projects must be laid off and replace by Local 740 men if the local men are available.
 - (c) U.A. Local 740 employees.
- 8.11 Notwithstanding 8.09, the employer shall be permitted to obtain special work skills and guarantee a certain period of employment provided the Union has been previously notified of such arrangement.

ARTICLE 9 WORKTIME

- 9.01 The normal working day shall be eight (8) hours a day, thirty-six (36) hours a week, beginning Monday through 12:00 noon Friday inclusive, between the hours of 8:00a.m. and 4:30p.m. with an interval of one-half ($\frac{1}{2}$) hour for lunch, except on Friday; beyond 12:00 noon Friday, overtime rates shall apply. The foregoing starting time of the day shift may be changed by mutual agreement between the employer and the Union. If the foregoing starting time of a shift is changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the starting time.
- 9.02 Subject to 9.01, if an employee is requested to work on a given Friday afternoon, he shall do so at straight time, but he will be given all day Friday off on the following week or be paid double time for working on such day.
- 9.03 Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.
- 9.04 Lunch or meal periods shall not be paid by the employer. However, should it become necessary to work through the meal or lunch period, double time shall apply and shall continue until an appropriate meal or lunch period is given.,.
- 9.05 Two rest or coffee breaks of ten (10) minutes duration shall be established by the employer on each eight (8) hour shift.

ARTICLE 10 DOMESTIC REPAIR AND SERVICES

- 10.01 All hours worked Monday to Friday between the hours of 8:00 a.m. and 4:30 p.m. shall be paid at straight time.

- 10.02 All hours worked Monday to Friday between the hours of 4:30 p.m. and 12:00 midnight shall be paid for at the rate of time and one-half.
- 10.03 All hours worked Monday to Friday after midnight shall be paid at two (2) times the normal rate of pay.
- 10.04 All hours worked on Saturday and Sunday and holidays shall be paid at two (2) times the normal rate of pay, except up until mid-day on Saturday when the rate will be time and one-half. (See Letter of Intent)

ARTICLE 11
SHIFT WORK

- 11.01 For the purpose of clarification, the work week shall be deemed to commence at starting time of the regular day shift on Monday morning.
- 11.02 For the purpose of defining the shifts, the first shift shall be the day shift -which commences at 8:00 a.m. The second shift will be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift. U.A. Local 740 men will have preference of shift premiums.
- 11.03 Shift premiums shall apply on all hours -worked on the second and third shifts at the following rates:

 - Second Shift - 15% of hourly rate
 - Third Shift - 20% of hourly rate
- 11.04 In the event it becomes necessary to work shift work, two (2) full Shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for a period of five (5) consecutive working days. In the event of an employee not receiving five (5) consecutive working days on his shift (other than employees quit on their o-tin volition or who are discharged for cause) said employees shall receive a minimum off overtime rates plus shift premiums where applicable for all hours worked.

- 11.05 When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rate until such time the employee received an eight (8) hour break.
- 11.06 EXCEPT FOR DOMESTIC WORK - When an employee works more than ten (10) hours a day, a meal (hot were possible) will be provided by the employer immediately after the conclusion of the ten (10) consecutive hours and at each four (4) hour interval thereafter provided work shift is not completed. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay.

ARTICLE 12
OVERTIME ON NEW DOMESTIC AND
COMMERCIAL CONSTRUCTION AND
INDUSTRIAL WORK AND RENOVATIONS

- 12.01 When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at double (2) time rates.
- 12.01B Overtime, when worked, shall be divided equally amongst employees who are qualified to perform the work that is available, and who is engaged in similar type of work on the same job of the employer on the site.
- 12.02 Work performed on Saturdays, Sundays, and recognized holidays shall be paid for at double (2) time rates.
- 12.03 Shift premiums shall apply for all hours worked on Saturdays, Sundays, and recognized holidays. The shift premium shall not be compounded for overtime hours worked.
- 12.04 it is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime will earn an entitlement for shift premium pay.

ARTICLE 13
RECOGNIZED HOLIDAYS

13.01 All employees covered by this Agreement shall be entitled to time off for the recognized holidays.

13.02 The following holidays are recognized in this Agreement:

1. New Year's Day
2. St. Patrick's Day
3. Good Friday
4. St. George's Day
5. Victoria Day
6. Discovery Day
7. Dominion Day
8. Orangeman's Day
9. Labour Day
10. Thanksgiving Day
11. Armistice Day
12. Christmas Day
13. Boxing Day

In addition to the above, the civic holiday in the area in which the -work is being performed shall be recognized.

13.03 In any -week that a recognized holiday falls, the employer and the Union may mutually agree to work four (4) nine (9) hour days Tuesday to Friday.

13.04 Double (2) time shall be paid for hours worked on the holidays recognized in this Agreement. No work shall be performed on Labour Day or Christmas Day except in cases of emergency.

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

ARTICLE 14
WORK AFTER HOURS

- 14.01 No member of the Union will do any work or hold any job for pay for any person or persons other than the employer during or after working hours laid down by this Agreement. Employees who violate this Article shall be disciplined by the Union under the constitution of the United Association and it shall also be considered as just cause for dismissal by the employer.

ARTICLE 15
WAITING AND REPORTING TIME

- 15.01 When an employee is instructed by an employer to report to a job location on a certain day, he shall receive twenty-four (24) hours notice prior to starting date. If he is not placed to work until a later date, he shall be entitled to eight (8) hours pay for each waiting day plus subsistence in accordance with the provisions of this Agreement until released from the job.
- 15.02 When an employee is instructed by the employer to report for work and such employee is not placed to work due to inclement weather, or any other reason beyond the control of the employer, the employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay or the actual waiting or working time whichever is greater, provided such employee actually reports and consents to perform available work-not affected by the weather within his trade.
- 15.03 In the event a lack of work is due to a situation under the control of the employer, the following shall apply:
- (a) If an employee reports but is not placed to work, he shall be entitled to a minimum of four (4) hours pay at the applicable rate of **pay**. If this occurs more than two (2) consecutive normal working days, then the employee shall, at his option, be entitled to a lay off.

(b) If an employee starts work and is then sent home by the employer for lack of work, he shall be entitled to a minimum of four (4) hours pay at the applicable rate of pay and if he is required to stay beyond the regular lunch break period, he shall be entitled to one (1) days pay at the applicable rate of pay.

15.04 An employee who is affected by the conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

15.05 When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

15.06 When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time will also be eight (8) hours prior to starting time. If this occurs more than twice in any one -week, Monday through Friday, then the employee shall, at this option, be entitled to a lay-off.

15.07 When an employee is unable to report for work due to a strike or -work stoppage caused by others on the project where he is employed, such employee will not be entitled to any reporting time.

ARTICLE 16 JOB CONDITIONS

16.01 Both parties agree that fabrication is a material and substantial part of this Agreement and that all pipe fabrication shall be fabricated on the job site or shop. Where the work shop is used, it shall be deemed or defined as a pipe fabrication shop under this Agreement with the United Association or Local Union which are part of this Agreement.

- 16.02 All brackets and hangers that are not specifically itemized and Listed in a standard manufacturers catalogue are to be fabricated by members of Local Union 740. All on site marking of holes, sleeves, inserts and hangers required for the installation of mechanical service shall be performed by members of the Union. The placing and installation of all toilet and bathroom accessories shall be the work of the members of the United Association excepting those made of clay products set in tile. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting- and plumbing industry shall be done by United Association.
- 16.02B The erection and dismantling of all steel scaffolding and boarding used by U.A. members in the jurisdiction of U.A. Local 740 shall be done by U.A. members.
- 16.03 Pipe hangers and pipe supports and all other material classed as catalogue items, such as C-clamps, U-bolts, etc. may be purchased from a standard manufacturers catalogue or fabricated in a unionized shop. The installation and erection of such items shall be covered by the terms of this Agreement.
- 16.04 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.
- 16.05 (a) All journeymen fitters, welders, and apprentices working on stainless steel, chrome-moly, galvanized or other alloy piping which are being welded, burnt or ground and all heliarc and argon welding on heavy wall piping 120 scheduled and up shall receive 80 cents above the applicable rate of pay.

(b) All stress relieving as required in connection with alloy Piping shall be done by United Association members.

(c) 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 40 feet 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 rates shall apply.

(d) Where an employee is required to perform his duties in an area heated in excess of 110 degrees F, he shall receive \$1.00 per hour above the normal rate of pay.

(e) Where an employee is required to perform his duties in an abnormally dirty area, he shall be provided with coveralls and respirators (at the employee's request) while performing his duties.

16.06 Except for work on new single dwellings, a tradesman shall be given a foreman's status if **he** is in charge of work on new schools, churches, hospitals, institutional buildings, stores, shopping centres, and all buildings that would normally be occupied for domestic, commercial or institutional purpose.

16.07 Other than on domestic work, where job conditions make it necessary, rain suits and rubber boots will be supplied at no charge to the employees. Such wet weather gear to be returned to the employer in good condition, reasonable wear and tear or accidental damage accepted.

16.08 U.A. members will be disciplined by the next in the chain of command above-them.

- 16.09 All unloading of pipe, valves, fittings, tanks and equipment, all rigging whether by power or by hand, and the stocking of all above mentioned materials and equipment and moving to the job site shall be the -work of the United Association, Local 740 men, except for deliveries on domestic maintenance and repair work.
- 16.10 The employer shall provide adequately heated lunch rooms and change rooms and hand cleaner and drinking water at all times. Hot and Cold water shall be provided for meals where possible. Eating areshall not be cluttered with materials. ..
- 16.11 The employer shall provide adequate sanitary facilities on the job for the -welfare of his employees and protection of the public health and these facilities must be provided with toilets and tissue and kept clean and heated. Flush toilets will be provided at all times, except where this is the responsibility of the prime contractor.
- 16.12 The employer shall supply and provide adequate and sanitary drinking water facilities on all jobs. Ice water and salt pills -will be provided at all times, except where this is the responsibility of the prime- contractor.
- 16.13 All tacking and welding on piping shall be done by a qualified welder only. Welding mitts and goggles shall be provided to the welder also to the fitter while he is fitting for a welder. Welding jackets shall also be provided to the welders as a tool crib item.
- 16.14 Where conditions on jobs make it necessary to wear hard hats and liners, they shall be provided by the employer.
- 16.15 All items drawn by an employee out of the employer's stores, e.g. tools, hard hats, rain gear, welding mitts, welding shields, welding goggles, etc., shall be returned to the employer in the same condition as on issue, reasonable wear and tear accepted. Noncompliance with this Article shall be considered to be just cause for discipline by

the employer and reimbursement by the employee provided adequate hand boxes and suitable lock fasts are provided by the employer.

- 16.16 All work shall be performed according to accepted safety conditions which must conform to Provincial, Federal and Employer Safety Regulations.
- 16.17 Employees shall have reasonable time before quitting time for the purpose of picking up tools and materials, at the foreman's or General Foreman's discretion.
- 16.18 If an employee uses his vehicle for the employer's business, the employer shall provide commercial insurance. An employee is to receive seventy dollars (\$70.00) per week for using his vehicle on the job within St. John's. An employee is to receive .40 cents per kilometer when using this vehicle outside St. John's in connection with his job. This clause will be enforced in all municipal areas where Local 740 has jurisdiction.
- 16.19 The United Association and affiliated local unions reserve the right to refuse to handle, accept or install fabricated piping sent to the job that has not been fabricated by the employer under agreement -with the United Association and its affiliated local unions, except for items -which reclassified as catalogue items.
- 16.20 A non-working foreman will not be permitted to be in-charge of more than ten (10) men.
- 16.21 A working foreman will not be permitted to be in charge of more than six (6) men, on industrial work requiring three (3) or more men, there shall be no working foreman.
- 16.22 All foreman and general foreman to be members of Local 740.

16.23

Hiring Procedure:

In addition to the terms in the present Collective Agreement, the union is to be permitted to select a certain number of new employees whom an employer is hiring. the procedure to be used is as follows:

Number of New Employees required on a job	The Number of These Employees to be Selected by the Union
2 to 4	1
5 to 6	2
7 to 9	3
10 and above	forty per cent

However on industrial work requiring 5 or more men. there shall be 100% union selection after the first five have been selected under the above formula.

16.24 On all jobs requiring 10 or more men, there shall be no working foreman.

**ARTICLE 17
WELDING TEST'S**

17.01 On the day of hiring, provisions must be made immediately to test all welders, and provisions must be made for long term employees before his yearly has to be taken. These tests shall be taken during working hours while in the employ of the employer. The employer shall provide a clean dry area for welding tests.

17.02 Should a secondary test be required by the employer, the employee shall be paid for the time required to take such a test.

17.03 Welders passing a test will be furnished with a copy of the test papers from the employer or party requiring a test as soon as available.

ARTICLE 18

- 18.01 Where there is a grievance by an employee, the same shall be made in writing to the steward within the three (3) working days of the occurrence. the steward shall take the grievance up with the immediate superior of the aggrieved employee.
- 18.02 An answer shall be given not later than one (1) working day following presentation of the grievance by the steward.
- 18.03 if the decision has not been given within the prescribed time or if the decision is not acceptable, then the grievance shall be submitted in writing to the employer's representative on the job within one (1) further working day.
- 18.04 The employer's representative on the job shall render his decision not later than two (2) working days of being presented with the grievance.
- 18.05 The local union shall be entitled to submit a grievance in writing directly to the employer's representative on the job who shall render a decision not later than two (2) working days following the presentation of the grievance to him.
- 18.06 The employer or its representative shall be entitled to submit a grievance in writing directly to the local union. The union shall render their decision not later than two (2) working days following the presentation of the grievance to them.
- 18.07 Failing settlement, any grievance shall be subject to arbitration in accordance with the following clauses.

The grievance shall be referred to the Joint Conference Board which will be required to hear the grievance and give an answer within four (4) working days of receiving the grievance. Should the grieving party not be satisfied with the results of this, the procedure will be as follows:

- (1) Arbitration shall be commenced by either party giving notice in writing to the other party within seven (7) days after the answer given in Article 18.08 setting out the grievance and requesting that the matter be referred to an arbitration in accordance with Section 88, Labour Relations Act.
- (2) Such board shall consist of three (3) disinterested persons -who shall be selected as follows:the employer shall appoint one member, the union shall appoint one member, each to be appointed within five (5) days following receipt of such written notice requesting arbitration, and the members so appointed shall select within ten (10) days after their appointment, a third member, -who shall be the Chairman.
- (3) .. either party shall refuse or neglect to appoint a member as aforesaid to a Board of Arbitration, the Provincial Minister of Labour may be requested by either party to name a member. in the event that the two (2) members appointed are unable to agree upon the selection of a chairman, the said Minister of Labour may be requested by either party to name a Chairman of the Board.
- (4) Hearings of the board shall commence within fifteen (15) days after the appointment of the chairman, and shall continue in such a manner that the arbitrators shall make their award in writing not later than one (1) month thereafter. the decision of the majority of the board shall be final and binding upon the parties to this Agreement.

- (5) The expense and remuneration of the Chairman and secretaries' services shall be borne in equal shares by the employer and the Union. The expense and remuneration of the other two (2) members of the Board shall be borne by parties by whom they were selected or for whom they were selected or for whom the said Minister of Labour appointed them.
- (6) It shall be the duty of the Board to hear all parties concerned and to determine the matter referred to them. Upon determination of the matter, the Board of Arbitration shall make any order which will provide for the final settlement of the matter and make any order that will restore the aggrieved party to its rightful, just and equitable position, including the awarding of such wages to reimburse an employee unjustly discharged as the Board deems proper.
- (7) Every party to and every party bound by this Agreement and every person to whose behalf the Agreement was entered into shall comply with the Provision for the final settlement and give effect there to.
- (8) All time limits in this Article may be extended by mutual agreement to the parties thereto.

ARTICLE 19

JURISDICTIONAL DISPUTE

19.01 All jurisdictional disputes between the Union and any other building and construction trades union that involves any work undertaken by an employer shall be adjusted in accordance with the established National Joint Board for the settlement of jurisdictional disputes or any other plan or method or procedure which may be adopted in future by the building Construction Trades Department A.F.L.C.I.O. Such disputes and prosecution of the work will not interfere in any way with the progress and prosecution of the work.

- 19.02 When a jurisdictional dispute exists between Unions and upon request by the union, a signed letter on employers' stationery, stating that the United Association members were employed on specific types of work on a given project.

ARTICLE 20
UNION STEWARDS AND UNION OFFICERS

- 20.01 The employer shall grant to accredited representatives of the International Union and Business Manager, Business Agent of the Local Union, and Business Manager of the building Trades council, access to all jobs insofar as the employer has the authority to allow such access, provided they secure permission from the employer's senior representatives and does not cause employees to neglect their work.
- 20.02 On all jobs, the Business Manager or business Agent of the Union will designate or otherwise arrange for the appointment of a steward from among the qualified working employees and shall notify the employer of such action by telephone followed in writing.
- 20.03 It will be his duty to assist the employer and the Union members, in carrying out the provisions of this Agreement and he will be allowed reasonable time to perform his duties as agreed to by the employer's representative on the job.
- 20.04 Unless by mutual agreement between the Union and the employer, the steward shall not be laid off prior to the manpower requirements being reduced to three (3) employees, excluding foreman, provided the steward has the trade qualifications for the work to be performed. The contractor shall notify the business Manager where a steward is to be transferred or laid off.
- 20.05 Under no circumstances shall the job steward make any arrangements with the foreman or management that will conflict in any way with any section or term of this Agreement.

20.06 The first employee on the job shall be acting steward until a job or shop steward is appointed by the Business Manager or Business Agent of the Local Union. He must be on the job at all times while the job is in progress and he may have the privilege to consult with the foreman concerning safety or any difficulty which might arise.

ARTICLE 21
TRAVELLING TIME, TRANSPORTATION AND
SUBSISTENCE ALLOWANCE

21.01 Transportation to the job - forty cents (.40 cents) per kilometer, one way from home for distance greater than 34 kilometers to a maximum of forty-five dollars (\$45.00) per day.

If an employee is recruited to a jobsite -within the employer's municipality, which is more than 98 kilometers from the employee's permanent residence, he shall receive the above mentioned subsistence allowance.

21.02A When hiring a new employee, for the island of Newfoundland, forty cents (.40 cents) per kilometre will be paid for one way from home, for distance greater than 34 kilometres, or commercial transportation, whichever is greater, plus one hour up to eight hours pay, depending on the length of travel time. If travel time is eight hours or greater, the employee gets eight hours. If travel time is under eight hours, but more than one hour, the employee gets paid for actual travel time, plus fifty dollars (\$50.00) per day living expenses allowance. If travel is eight hours or greater, the employee gets eight hours. Upon termination of employment the employee shall be paid return transportation to his home under the above formula.

- 21.02B Subsistence allowance shall be paid at the rate of forty-five dollars (\$45.00) for a seven (7) day week. If any employee misses a full working day during a regular work week, he shall forfeit subsistence allowance for that day only.
- 21.03 When hiring a new employee for Labrador, total cost of commercial transportation, plus eight hours pay, if travel is completed in one day, plus fifty dollars (\$50.00) per day living expense allowance. Sixteen (16) hours pay, if travel goes into second day.
- 21.04 Where an employee is provided with room and board because of the location of the job site, the cost of such room and board shall be paid for by the employer.
- 21.05 If a campsite is set up because of job location, and where a job requires 10 or more U.A. members there shall be no more than one man per room. On all **campsite jobs** requiring less than 10 U.A. members, there shall be no more than **i** men **per** room.
- 21.06 On any job on the island of Newfoundland that is not accessible by road, the employees are entitled to a round trip home every forty-two (42) **days. These trips are not to exceed** five (5) unpaid -working days unless approved by the employer. Round trip transportation cost to be paid for by the employer. The above shall be applicable for all work in Labrador.

ARTICLE 22

VACATION PAY & HOLIDAY PAY

- 22.01 On all work each employee shall receive a vacation and holiday allowance on his gross earnings of 10%. Vacation and Holiday allowance to be paid weekly.

ARTICLE 23
PAY DAY

23.01 Employees shall be paid weekly during working hours, not later than Friday. In no case shall more than five (5) days be held back in any one payroll period.

ARTICLE 24
WAGES

24.01 The hourly rate for journeymen covered by this agreement shall be:

COMMERCIAL

\$19.14 effective August 1, 1997
\$19.14 effective May 1, 1998

INDUSTRIAL

\$20.00 effective August 1, 1997
\$20.00 effective May 1, 1998

24.02 The hourly rate of -wage of Apprentices shall be as follows:

Second Year	50% of Journeymen's rate
Third Year	60% of Journeymen's rate
Fourth Year	70% of Journeymen's rate

24.03 The hourly rate of Foreman shall be ten percent (10%) over and above the journeyman's rate, and for general foreman fifteen percent (15%) over and above the journeyman's rate.

24.04 Construction Industry Fund- The employer shall remit twenty-seven (.27 cents) per man hour earned to the Newfoundland Construction Industry fund. such money shall be remitted no later than the 15th. day of the month following the month in which the hours are worked. The money shall be remitted to an administrator appointed by the parties to be distributed as follows, seven cents (.07¢) to Newfoundland & Labrador Building Trades Council (NLBTC) and twenty cents (.20¢) to Newfoundland & Labrador Labour Relations Association (NCLRA).

ARTICLE 25
SUB-CONTRACTORS

25.01 The employer agrees not to sublet or contract out any work covered by the United Association Trade Jurisdiction unless the contractor to -whom the work is sublet is under agreement with Local Union 740, the United Association, or one of its local unions. An arbitrator may award liquidated damages in the case of a proven violation of this clause.

ARTICLE 26
TRUST FUNDS

26.01 Effective May 1, 1997 the employer will contribute to the Health and Welfare Funds the sum of eight-q-five cents (.85 cents) for each hour earned by each employee. Effective May 1, 1998 the employer will contribute to the Health and Welfare Funds the sum of eighty-nine cents (.89 cents) and will remit the said amount in accordance -with the Trust agreement mentioned hereafter.

26.02 **Training Fund:**

Effective May 1, 1997 on all work, the employer will contribute to the Local 740 Training-Fund- the sum of thirty cents (.30 cents) for each hour earned by each employee. Effective May 1, 1998 on all work, the employer will contribute to the Local 740 Training Fund the sum of thirty-five cents (.35 cents) and will remit the said amount in accordance with the Trust Agreement hereafter.

26.03 **Apprenticeship Block Training Fund:**

Effective May 1, 1997 the employer will contribute \$1.00 per hour earned by all Apprentices to the Apprenticeship Block Training Fund.

- 26.04 (a) Effective May 1, 1997 the employers will contribute to the Journeymen employee's Pension Fund the sum of three dollars (\$3.00) for each hour earned by employee. Effective May 1, 1998 the employers will contribute to the Journeymen employee's Pension Fund the sum of three dollars and forty cents (\$3.40) for each hour earned by employee.
- (b) Effective May 1, 1997 the employers will contribute to the Apprentice employee's Pension Fund the sum of two dollars (\$2.00) for each hour earned by-employee. Effective May 1, 1998 the employers will contribute to the Apprentice employee's Pension Fund the sum of two dollars forty cents (\$2.40) for each hour earned by employee.

26.05 **M.C.A.N.L. General Industry Promotion Funds:**

Each employer shall contribute twenty cents (.20 cents) per hour earned by each employee under the terms of the Agreement for the purposes of administering all matters related to the Mechanical Contractors Association of Newfoundland and Labrador which shall include every facet of the mechanical contracting industry and for all other functions and items as established by the trustees of this fund.

26.06 **General Industry Fund Trustees:**

The Trustees of the General industry Fund shall be appointed by the Mechanical Contractors Association of Newfoundland and Labrador. the complete policies, management and control of the fund shall be controlled by the board of Trustees. this Fund shall be used for the purpose of and in accordance with the Trust Agreement.

26.07 **U.A. Local 740 Building Fund:**

Each employer shall contribute twenty-four (.24 cents) per hour earned by each employee under the terms of the Agreement to the U.A. Local 740 Building Fund.

26.08 **Rate Stabilization Fund:**

Effective May 1, 1997, each employer shall contribute forty-one cents (.41¢) per hour earned to the Rate Stabilization Fund. Effective May 1, 1998, each employer shall contribute fifty cents (.50¢) per hour earned to the Rate Stabilization Fund. If this fund should be deleted through future negotiations, the hourly contribution shall go back to the wage package.

26.09 Trustees of the U.A. Local 740 Training Fund shall be 6 in number comprising of 3 union nominees, 3 nominees of the Mechanical Contractors Association. A quorum shall consist of 4 members. The complete policies, management and control of the fund will be controlled by this board of Trustees. This fund shall be used for the purpose of and in accordance with the trust agreement and made among the parties of this agreement.

26.10 Contributions to the foregoing Funds shall be due and payable in St. John's, Newfoundland, and shall be made in regular monthly remittances, cheque payable at par to the trust company or trust account designated by the Trustees of the funds. All such procedures as are prescribed by the Trustees.

- 26.11 All contributions to the funds shall be due and payable on or before the 10th day of the calendar month following the month in which the obligation arose to pay the contributions. the monthly contributions shall arise as agreed upon in any existing or future Collective Agreements and shall include all obligations which have arisen for work performed by an employee up to and including the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a report form as prescribed by the Trustees of the Funds, and should the employer have no employees during the month for which contributions would be owing and payable, he shall remit a "nil" report, indicating that he has no employees working under the terms of this Agreement.
- 26.12 **Delinquent Payment and Inspection:**
The duly appointed representative of the Trustees shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Funds have been made as required by the Agreement, and should it be determined that such contributions have not been made, the employer shall be liable, in addition to the contributions, for the cost of such inspection and audit.
- 26.13 It is agreed that timely contribution to the Trust funds provided for in this Agreement is essential for the protection of the beneficiaries, it is also agreed that delinquency and continued failure to remit these-contributions to the Trust Funds is a breach of the Agreement under which the employer is bound and it shall not be a violation of this Agreement for the Union to remove employees covered by the terms of this Agreement from the jobs of a delinquent employer.
- 26.14 The employer and the union agree that all funds specified above shall remain in full effect after the expiry date of this Agreement and will become part and parcel of any future agreement between the employer and the union which may from time to time be entered into.

- 26.15 Each of the funds referred to in this Article shall be governed by and administered pursuant to separate Trust Agreements which shall be subject to the approval of the employer and the Union.
- 26.16 The employers will have the authority to increase the amount of contributions at any time during the life of this Agreement.
- 26.17 The employer and the union agree that all funds specified above shall remain in full effect after the expiry date of this Agreement and will become part and parcel of any future agreement between the employer and the union which may from time to time be entered into.
- 26.18 Each of the funds referred to in this Article shall be governed by and administered pursuant to separate Trust agreement which shall be subject to the approval of the employer and the Union.

ARTICLE 27
BOARD OF TRUSTEES OF THE HEALTH AND
WELFARE TRUST FUND

- 27.01 To administer the Health and Welfare Trust Fund, a Board of Trustees consisting of six (6) persons shall be formed. Three (3) persons shall be appointed by the Union and three (3) by the Contractors signatory to this Agreement. for decision-making purposes, a minimum of four (4) persons are required, ie., two (2) designated by the Union and two (2) from the Contractors.

ARTICLE 28
BOARD OF TRUSTEES OF THE
PENSION TRUST FUND

28.01 To administer the Pension Trust Fund mentioned, a Board of Trustees consisting of six (6) persons shall be formed. three (3) persons shall be appointed by the Union and three (3) by the Contractors signatory to this Agreement. For decision-making purposes, a minimum of four (4) persons are required, two (2) designated by the Union and two (2) from the Contractors.

ARTICLE 29
SAVING CLAUSE

29.01 In the event any provision of this Agreement is in conflict -with Provincial. Statutes, the parties agree to re-negotiate such provision for purpose of making it conform to such Provincial Statutes where required. However, all other provisions of this Agreement shall remain in force.

ARTICLE 30
TOOLS

30.01 On industrial work, no tools shall be supplied by the employee.

30.02 The following tools will be supplied by the tradesmen (Commercial Work):

- 1 Propane Head
- 1 1/2" Cole Chisel
- 1 3/4" Cole Chisel
- 1 #105 Tubing Cutter 1/8 - 2"
- 1 Basin Wrench
- 4 Stelson Wrenches 6", 10", 14" and 18"
- 1 Hack Saw

4 Crescent Wrenches 6", 8", 10" and 12"
1 Set Vice Grips
1 6" Needle Nose Pliers with side cutter
1 Flaring block up to 5/8"
1 Ballpeen hammer 1 1/2 lb.
1 Meter Tape
1 Pocket Level
1 Claw Hammer
1 Welding Stamp (welders only)
1 Torque Wrench - 60 lb.
1 Tool Box with lock
1 Complete set Screw Drivers

ARTICLE 31

BEREAVEMENT LEAVE

- 31.01 The employer shall pay up to 3 days funeral leave to any employee who suffers the loss of a member of his immediate family (parents, spouse, children, brothers, sisters, step-brothers, step-sisters, father-in-law, mother-in-law and grandchildren).
- 31.02 Such leave shall not be made for time that would not normally have been worked by the employee, and under no circumstances -will pay be granted for overtime missed as a result of the absence.

ARTICLE 32

ADMINISTRATION OF AGREEMENT

- 32.01 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

32.02 Notwithstanding any clauses contained in this Agreement, **new additions**, deletions or changes may be made, if agreed, in writing by both parties.

ARTICLE 33
PRESERVATION OF WORK

33.01 Effective the date of signing of this Agreement and expiring April 29, 1999, the parties agree that if and when the employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work,

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

33.03 All alleged violations of the Article shall be considered a dispute under this Agreement and shall be processed in accordance with the grievance and arbitration provisions of this Agreement. As a remedy for violations of this Article, **any** arbitrator or arbitration board appointed under this Agreement shall be empowered at the Unions request to require the Employer to (1) pay to affected employees covered by this Agreement, the equivalent of wages lost by such employees as a result of the violations, and (2) pay

into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the arbitrator or arbitration board. Provision of this remedy herein shall not make it the inclusive remedy to the Union or violations of this Agreement; nor does it make the same as other remedies unavailable to the Union for violations of other Articles of this Agreement.

- 33.04 If, as a result of violation of this Article, it is necessary for the Union and/or the Trustees of the joint funds to institute court action to enforce an award in accordance with Section 34.03 above, or to defend an action which seeks to vacate such awards, the Employer shall pay an accountants' and attorneys' fees incurred by the Union and/or the fund trustees, plus costs of such court action. Employers pay only if found guilty.

ARTICLE 34

DURATION AND RENEWAL OF AGREEMENT

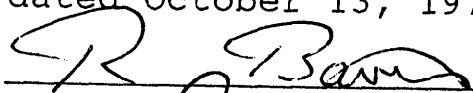
- 34.01 This Agreement shall be in full force from May 1, 1997 to and including the 30th. day of April 1999 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiating of a new agreement by giving written notice to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiration of this Agreement or any renewal thereof.

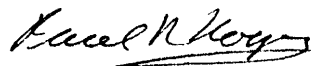
34.02 Where a notice requesting negotiations of a new agreement has been given, this Agreement shall remain in full force and effect until amendment, or substitution hereof, or until such **time as the parties are authorized to declare a strike or lockout** under the Newfoundland and Labrador Labour Relations Act, provided that this Agreement may be further extended from time to time by mutual agreement.


34.03 The parties shall meet not later than twenty-one (21) days prior to the expiration date of this agreement, and shall negotiate with a view to concluding a collective agreement without **the unnecessary delay.**

SIGNED THIS 31 DAY OF July, 1997

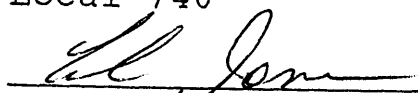
For the Newfoundland and construction Labour Relations Association on behalf of all contractors covered by the Accreditation Order dated October 13, 1976.

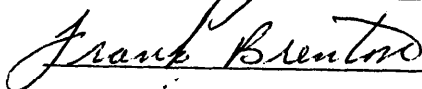







For the United Association
Local 740





For the Mechanical Contractors Association of Newfoundland and Labrador.



**LETTER OF UNDERSTANDING
BETWEEN
N.C.L.R.A.
AND
PLUMBERS & PIPEFITTERS, LOCAL 740**

THE PARTIES HEREBY AGREE THAT:

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

This letter of understanding is to be attached to the Collective Agreement expiring April 30, 1999.

Signed this 31 day of July, 1997 at St. John's.

FOR THE UNION

Ed Jones
Frank Brenton
Harold L. Lorne

FOR N.C.L.R.A.

R. Bawa
D. [unclear]
Paul H. Hayes

**MEMORANDUM OF UNDERSTANDING
BETWEEN
N.C.L.R.A
AND
PLUMBERS & PIPEFITTERS, LOCAL 740**

Subject: Targeting Clause

U.A. Local 740 and the N.C.L.R.A. both agree that the following M.O.U. will be added to the Provincial Agreement from May 1st., 1997 to April 30th., 1999.

1. On all commercial and industrial jobs where contractors signatory to Local 740 are bidding against non-union contractors, the Union will subsidize wages of Union personnel from its Rate Stabilization Fund.
2. Union and Newfoundland Construction Labour Relations Association will determine prior to closing of tender the amount of subsidy required. Subsidy shall be a minimum of 25% or higher if mutually agreed.
3. The above shall apply to all work in Newfoundland and Labrador bid under the Newfoundland Construction Labour Relations Association Agreement and will remain in effect until April 30th., 1999.
4. All targeting shall be done through the Newfoundland Construction Labour Relations Association as follows:-
 - (1) Any contractor wishing to use the subsidy fund must be a member of the N.C.L.R.A. and must apply to the Newfoundland Construction Labour Relations Association prior to closing of tender.
 - (2) The Newfoundland Construction Labour Relations Association will notify the Union prior to the closing of tender of all contractors who have applied for job subsidy.

(3) Any contractor who has not applied to the Newfoundland Construction Labour Relations Association prior to closing of tender will not be eligible to receive job subsidy

Signed **this 31 day** of **July 1997** at St. John's.

FOR THE UNION

Al Jones
Frank Brentn
Landell Crane

FOR N.C.L.R.A.

R. Bawes
D. [unclear]
Reed [unclear]

**LETTER OF UNDERSTANDING
BETWEEN
N.C.L.R.A.
AND
PLUMBERS & PIPEFITTERS, LOCAL 740**

The parties hereby agree that:

Two months after signing the Working Agreement, the U.A. Local 740 will negotiate a domestic agreement with M.C.A.N.L.

In the event the parties are unable to conclude a Collective Agreement, the provisions of the Labour Relations Act will apply.

Upon commencement of the negotiating process, reference to domestic repair will be deleted from the Collective Agreement with N.C.L.R.A.

This letter of understanding is to be attached to the Collective Agreement expiring April 30, 1999.

Signed the 31 day of July, 1997 at St. John's.

FOR THE UNION

Ed Jones
Frank Brentan
Samuel Crane

FOR N.C.L.R.A.

R. J. Barron
D. J. [unclear]
Paul R. Hayes

INDUSTRIAL RATE PACKAGE

Effective May 1, 1997:

Hourly Rate	\$20.00
10% Vacation & Holiday Pay	\$ 2.00
Rate Stabilization Fund	.41
Building Fund	.24
Training Fund	.30
Health & Welfare	.85
Pension	<u>\$ 3.00</u>
	\$26.80

Effective May 1, 1998:

Hourly Rate	\$20.00
10% Vacation & Holiday Pay	\$ 2.00
Rate Stabilization Fund	.50
Building Fund	.24
Training Fund	.35
Health & Welfare	.89
Pension	<u>\$ 3.40</u>
	\$27.38

COMMERCIAL RATE PACKAGE

Effective May 1, 1997:

Hourly Rate	\$19.14
10% Vacation & Holiday Pay	\$ 1.91
Rate Stabilization Fund	.41
Building Fund	.24
Training Fund	.30
Health & Welfare	.85
Pension	<u>\$ 3.00</u>
	\$25.85

Effective May 1, 1998:

Hourly Rate	\$19.14
10% Vacation & Holiday Pay	\$ 1.91
Rate Stabilization Fund	.50
Building Fund	.24
Training Fund	.35
Health & Welfare	.89
Pension	<u>\$ 3.40</u>
	\$26.43