

COLLECTIVE LABOUR AGREEMENT

2011 – 2016

BETWEEN

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR**

**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.

Effective Date: February 2, 2012

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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 of 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 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 18 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 but not limited to the installation, service and repair of any plumbing and pipefitting work in 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 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 institutional and commercial buildings.
- 2.13 Grievance means a difference or dispute respecting the meaning or 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 Service repair shall be limited to work in occupied buildings but will exclude all renovations to said buildings. A journeyman plumber may do pipefitting and steamfitting, if capable.

ARTICLE 3 - RECOGNITION AND CRAFT JURISDICTION

- 3.01 The employer recognizes the Union as the sole collective 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 of 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.

- 4.05 Vacations shall be scheduled by mutual agreement between employer and employee.
- 4.06 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 fulfillment 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 five hundred dollar (\$500.00) fine 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. Notwithstanding this clause, the employer's rights with respect to the transferring of employees from job to job shall not be affected.

- 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 down by the Department of Labour 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, one apprentice to every four journeypersons shall be the minimum to a maximum of one apprentice to one journeyperson mutually agreed between the contractor and the union. 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 employee's 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 week's 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 with the exception of special skills by mutual agreement between the employer and Local 740,
 - (b) Any Travel Cards employed in Newfoundland or Labrador on any other projects must be laid off and be replaced by Local 740 men if the local men are available,
 - (c) U.A. Local 740 employees,
- 8.11 Notwithstanding Article 8.10, 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 work week as directed by the employer shall be forty (40) hours a week, 5 x 8 hour days Monday through Friday inclusive between the hours of 8:00 am and 4:30 pm or 4 x 10 straight time hours days Monday through Thursday inclusive between the hours of 7:00 am and 5:30 pm with an interval of one-half (1/2) hour for lunch beyond Friday at 4:30 pm (for 5 x 8 day work week) and Thursday at 5:30 pm (for 4 x 10 day work week) 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 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.
- 9.03 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.

9.04 Two rest or coffee breaks of ten (10) minutes duration shall be established by the employer on each eight (8) hour shift.

ARTICLE 10 - SHIFT WORK

10.01 For the purpose of clarification, the work week shall be deemed to commence at starting time of the regular day shift on Monday morning.

10.02 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.

10.03 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 |

10.04 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 who quite of their own volition or who are discharged for cause) said employees shall receive a minimum of overtime rates plus shift premiums where applicable for all hours worked.

10.05 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.

10.06 When an employee works more than ten (10) hours a day, a meal (hot where 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 11 - COMMERCIAL CONSTRUCTION AND INDUSTRIAL WORK AND RENOVATIONS

11.01 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 (subject to any mutually agreed job targeting agreement change).

- 11.02 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.
- 11.03 Work performed on Saturdays, Sundays, and recognized holidays shall be paid for at double (2) time rates.
- 11.04 Shift premiums shall apply for all shift hours worked on Saturdays, Sundays, and recognized holidays. The shift premium shall not be compounded for overtime hours worked.
- 11.05 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 12 - RECOGNIZED HOLIDAYS

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

12.02 The following holidays are recognized in this Agreement:

- | | |
|----------------|-------------------|
| New Year's Day | St. Patrick's Day |
| Good Friday | St. George's Day |
| Victoria Day | Discovery Day |
| Dominion Day | Orangeman's Day |
| Labour Day | Thanksgiving Day |
| Armistice Day | Christmas Day |
| Boxing Day | |

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

12.03 In any week that a recognized holiday falls, the employer and the Union may mutually agree to work four (4) ten (10) hour days Tuesday to Friday.

12.04 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.

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

ARTICLE 13 - WORK AFTER HOURS

- 13.01 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 14 - WAITING AND REPORTING TIME

- 14.01 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.
- 14.02 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) hour's 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.
- 14.03 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) hour's 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) hour's 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) day's pay at the applicable rate of pay.
- 14.04 An employee who is affected by the conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.
- 14.05 When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.
- 14.06 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.

- 14.07 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 15 - JOB CONDITIONS

- 15.01 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.
- 15.02 All brackets and hangers that are not specifically itemized and listed in a standard manufacturer's 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.
- 15.03 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.
- 15.04 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 manufacturer's catalogue or fabricated in a unionized shop. The installation and erection of such items shall be covered by the terms of this Agreement.
- 15.05 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.
- 15.06A All journeymen fitters, welders, and apprentices working on stainless steel, chromemoly, 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 eighty cents (\$0.80) above the applicable rate of pay.
- 15.06B All stress relieving as required in connection with alloy piping shall be done by qualified United Association members.
- 15.06C 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 |

- 15.06D Where an employee is required to perform his duties in an inside area heated in excess of 110 degrees F, he shall receive \$1.00 per hour above the normal rate of pay.
- 15.06E 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.
- 15.07 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 commercial or institutional purpose.
- 15.08 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.
- 15.09 U.A. members will be disciplined by the next in the chain of command above them.
- 15.10 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.
- 15.11 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 area shall not be cluttered with materials.
- 15.12 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.
- 15.13 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.
- 15.14 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.
- 15.15 Where conditions on jobs make it necessary to wear hard hats and liners, they shall be provided by the employer.

- 15.16 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.
- 15.17 All work shall be performed according to accepted safety conditions which must conform to Provincial, Federal and Employer Safety Regulations.
- 15.18 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.
- 15.19 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 \$0.60 cents per kilometre on signing and an increase of (\$0.02) per year effective May 1 ,2012, May 1, 2013, May 1, 2014, and May 1, 2015, 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.
- 15.20 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 re-classed as catalogue items.
- 15.21 A non-working foreman will not be permitted to be in charge of more than ten (10) men.
- 15.22 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.
- 15.23 All foreman and general foreman to be members of Local 740.
- 15.24 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 | 40% (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.

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

ARTICLE 16 - WELDING TESTS

- 16.01 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 test 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. Welders shall be paid four (4) hours pay per test or ticket. The union shall provide the CLRA with the most current list of certified welders who have successfully completed the various test and/or tickets.
- 16.02 Should a secondary test be required by the employer, the employee shall be paid for the time required to take such a test.
- 16.03 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 17 - GRIEVANCE ARBITRATION

- 17.01 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.
- 17.02 An answer shall be given not later than one (1) working day following presentation of the grievance by the steward.
- 17.03 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.
- 17.04 The employer's representative on the job shall render his decision not later than two (2) working days of being presented with the grievance.
- 17.05 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.
- 17.06 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.
- 17.07 Failing settlement, any grievance shall be subject to arbitration in accordance with the following clauses.

- 17.08 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 17:08 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) If 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 18 - JURISDICTIONAL DISPUTE

- 18.01 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.
- 18.02 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 19 - UNION STEWARDS AND UNION OFFICERS

- 19.01 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.
- 19.02 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.
- 19.03 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.
- 19.04 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 foremen, 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.
- 19.05 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.
- 19.06 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 20 - TRAVELLING TIME, TRANSPORTATION AND SUBSISTENCE ALLOWANCE

20.01 Transportation to the job – upon signing sixty cents (\$0.60 cents) per kilometer, and an additional two (\$0.02) cents per kilometer on May 1, 2012, May 1, 2013, May 1, 2014 and May 1, 2015 one way from home for distance greater than 34 kilometers to a maximum of sixty-eight dollars (\$68.00) per day. Article 20.02 (b) shall apply for all future increases.

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.

20.02A When hiring a new employee, for the island of Newfoundland, sixty cents (\$0.60 cents) per kilometer (\$0.62 cents May 1, 2012) will be paid for one way from home, for distance greater than 34 kilometers, 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.

20.02B Subsistence allowance shall be paid for a seven (7) day week as follows:

| | |
|---------------------------|---------|
| Effective date of signing | \$68.00 |
| May 1, 2012 | \$73.00 |
| May 1, 2013 | \$78.00 |
| May 1, 2014 | \$83.00 |
| May 1, 2015 | \$88.00 |

If any employee misses a full working day during a regular work week, he shall forfeit subsistence allowance for that day only.

20.03 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.

20.04 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.

20.05 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 2 men per room.

20.06 On any job on the island of Newfoundland that is not accessible by road, the employees are entitled to a round trip home every twenty-eight (28) days. These trips

are not to exceed seven (7) unpaid working days (excluding one day travel in and one day travel out, eight (8) hours pay each way) 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 21 - VACATION PAY & HOLIDAY PAY

21.01 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 22 - PAY DAY

22.01 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 23 - WAGES

23.01 The hourly rate for journeymen covered by this agreement effective on signing of this Agreement by the signatory parties shall be determined by the Union Local 740 based on the total hourly wage package noted below:

COMMERCIAL (Total Hourly Wage Package)

| <u>Date of Signing</u> | <u>May 1, 2012</u> | <u>May 1, 2013</u> | <u>May 1, 2014</u> | <u>May 1, 2015</u> |
|------------------------|--------------------|--------------------|--------------------|--------------------|
| \$40.21 | \$42.21 | \$44.21 | \$45.71 | \$47.21 |

INDUSTRIAL (Total Hourly Wage Package)

| <u>Date of Signing</u> | <u>May 1, 2012</u> | <u>May 1, 2013</u> | <u>May 1, 2014</u> | <u>May 1, 2015</u> |
|------------------------|--------------------|--------------------|--------------------|--------------------|
| \$46.18 | \$48.18 | \$50.18 | \$52.18 | \$54.18 |

23.02 The hourly rate of wage of Apprentices shall be as follows:

| | | |
|--------------------|-------------|--------------------------|
| For Existing Work: | Second Year | 60% of Journeymen's rate |
| | Third Year | 70% of Journeymen's rate |
| | Fourth Year | 80% of Journeymen's rate |

| | | |
|-------------------|-------------|--------------------------|
| For New Work Bid: | Second Year | 65% of Journeymen's rate |
| | Third Year | 75% of Journeymen's rate |
| | Fourth Year | 85% of Journeymen's rate |

23.03 For existing work, 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. For new work bid, the hourly rate of Foreman shall be fifteen (15%) over and above the Journeyman's rate, and for General Foreman twenty (20%) over and above the Journeyman's rate.

- 23.04 Construction Industry Fund – The employer shall remit sixty cents (0.60¢) 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, thirty cents (0.30¢) to Newfoundland & Labrador Building and Construction Trades Council (NLBCTC) and thirty cents (0.30¢ cents) to the Construction Labour Relations Association of Newfoundland and Labrador Inc. (CLRA).

ARTICLE 24 - SUB-CONTRACTORS

- 24.01 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 25 - TRUST FUNDS

- 25.01 Health & Welfare Fund: Effective date of signing, the employer will contribute to the Health and Welfare Funds the sum of two dollars (\$2.00) for each hour earned by each employee and will remit the said amount in accordance with the Trust Agreement mentioned hereafter.
- 25.02 Training Fund: Effective date of signing, the employer will contribute to the Local 740 Training Fund the sum of sixty-four cents (\$0.64) for each hour earned by each employee and will remit the said amount in accordance with the Trust Agreement hereafter.
- 25.03 Pension: For all new work bid after the ratification and signing of this Agreement, the employers will contribute to the Journeymen employee's Pension Fund the sum of four dollars and fifty cents (\$4.50) for each hour earned by employee on commercial work and five dollars (\$5.00) for each hour earned by employees on industrial work.
- 25.04 M.C.A.N.L. General Industry Promotion Funds: Each employer shall contribute twenty cents (\$0.20) 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.

- 25.05 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.
- 25.06 U.A. Local 740 Building Fund: Effective date of signing, each employer shall contribute twenty-four (\$0.24) per hour earned by each employee under the terms of the Agreement to the U.A. Local 740 Building Fund.
- 25.07 Rate Stabilization Fund: Effective date of signing, each employer shall contribute one dollar (\$1.00) 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. The fund shall be jointly administered in accordance with RSF Agreement and Declaration of Trust.
- 25.08 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.
- 25.09 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.
- 25.10 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.
- 25.11 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.
- 25.12 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.

- 25.13 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.
- 25.14 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.
- 25.15 The employers will have the authority to increase the amount of contributions at any time during the life of this Agreement.
- 25.16 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.
- 25.17 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 26 - BOARD OF TRUSTEES OF THE HEALTH AND WELFARE TRUST FUND

- 26.01 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, i.e., two (2) designated by the Union and two (2) from the Contractors.

ARTICLE 27 - BOARD OF TRUSTEES OF THE PENSION TRUST FUND

- 27.01 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 28 - SAVING CLAUSE

28.01 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 29 - TOOLS

- 29.01 On industrial work, no tools shall be supplied by the employee.
- 29.02 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 Metric 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 30 - BEREAVEMENT LEAVE

- 30.01 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).
- 30.02 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 31 - ADMINISTRATION OF AGREEMENT

- 31.01 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.
- 31.02 Notwithstanding any clauses contained in this Agreement, new additions, deletions or changes may be made, if agreed, in writing by both parties.

ARTICLE 32 - PRESERVATION OF WORK

- 32.01 Effective the date of signing of this Agreement and expiring April 30, 2016, 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.
- 32.02 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.
- 32.03 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 for 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.
- 32.04 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 32.03 above, or to defend as 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 33 - DURATION AND RENEWAL OF AGREEMENT

- 33.01 This Agreement shall be in full force from February 2, 2012, up to and including the April 30, 2016, 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.
- 33.02 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.
- 33.03 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.

SIGNATURE PAGE

Signed this 2 day of February 2012 in the City of St. John's in the Province of Newfoundland and Labrador.

FOR THE CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF
NL INC.

FOR THE UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS
LOCAL 740

Jack Bavis

Jim Myers

Geoff Wells

Bob Fiander

Gerard Daley

INDUSTRIAL AND COMMERCIAL WAGE TABLE

Industrial Wage Rates – Effective February 2, 2012

| | |
|---------------------------------|----------|
| Hourly Rate | \$ 33.19 |
| 10% Vacation and Holiday | \$ 3.31 |
| Rate Stabilization Fund | \$ 1.00 |
| Building Fund | \$ 0.24 |
| Training Fund | \$ 0.64 |
| Health and Welfare | \$ 2.00 |
| Pension | \$ 5.00 |
| Industry Fund | \$ 0.60 |
| General Industry Promotion Fund | \$ 0.20 |
| Total Hourly Wage Package | \$ 46.18 |

Commercial Wage Rates – Effective February 2, 2012

| | |
|---------------------------------|----------|
| Hourly Rate | \$ 28.21 |
| 10% Vacation and Holiday | \$ 2.82 |
| Rate Stabilization Fund | \$ 1.00 |
| Building Fund | \$ 0.24 |
| Training Fund | \$ 0.64 |
| Health and Welfare | \$ 2.00 |
| Pension | \$ 4.50 |
| Industry Fund | \$ 0.60 |
| General Industry Promotion Fund | \$ 0.20 |
| Total Hourly Wage Package | \$ 40.21 |

LETTER OF UNDERSTANDING

Letter of Understanding

between

Construction Labour Relations Association of NL Inc.

and

United Association of Plumbers and Pipefitters Local 740

THE PARTIES HEREBY AGREE THAT:

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

The Letter of Understanding is to be attached to the Collective Agreement expiring April 30, 2016.

Signed this 2 day of February 2012 at St. John's.

FOR THE CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF
NL INC.

FOR THE UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS
LOCAL 740

Jack Bavis

Jim Myers

Geoff Wells

Bob Fiander

Gerard Daley

LETTER OF UNDERSTANDING

Letter of Understanding

between

Construction Labour Relations Association of NL Inc.

and

United Association of Plumbers and Pipefitters Local 740

THE PARTIES HEREBY AGREE THAT:

1. Rate Stabilization Fund window until May 1, 2012 for Commercial work only on existing work only. Projects are identified.

| | |
|---|-------------------------------------|
| Cougar Helicopters | Long Term Care CP3 St. John's |
| Ronald McDonald House | Long Term Care CP4 St. John's |
| North Haven Manor | MUN Grenfell Residence Corner Brook |
| Harry Ivany Arena | Ocean Sciences Centre St. John's |
| Petty Harbour Long Pond Water Treatment | St. John's |

The Letter of Understanding is to be attached to the Collective Agreement expiring April 30, 2016.

Signed this 2 day of February 2012 at St. John's.

FOR THE CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF
NL INC.

FOR THE UNITED ASSOCIATION OF
PLUMBERS AND PIPEFITTERS
LOCAL 740

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