

COLLECTIVE AGREEMENT

BETWEEN

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC.**

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 2330**

May 1, 2000 - APRIL 30, 2003

EFFECTIVE JUNE 1, 2001

02490(05)

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ARTICLE 1

PURPOSE

- 1.01** The purpose of this Agreement is to promote and maintain harmonious relations and close co-operation between the Union members and employers in the area covered by this Agreement. It is understood by both parties that their object is the protection of the best interests of the employees and employer, and the Electrical Industry. Both parties will abide by this Agreement, and settle any grievance in a speedy and equitable manner.

ARTICLE 2

RECOGNITION

- 2.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in respect of rates of pay, hours of work and working conditions for all employees throughout the Province of Newfoundland and Labrador in classifications coming within the scope of this Agreement.
- 2.02** No party who is covered by this Agreement shall be asked or permitted to make any individual agreement with respect to any of the matters covered by this Agreement.
- 2:03** GENDER RECOGNITION: In this agreement and in classifications within the scope of this agreement any words inferring the masculine gender include female persons and any words inferring the female gender include male persons.

ARTICLE 3

UNION SECURITY

- 3.01** All employees in classifications coming within the scope of this Agreement who are members of the Union, at the time of the signing of this Agreement thereafter, shall, as a condition of continued employment, maintain their membership in the Union.

- 3.02** As a condition of continued employment, all employees of the Employer coming within the classifications of this Agreement who are not members of the Union at the time of signing of this Agreement shall make application to the Union for membership within six (6) days of the signing of this Agreement. If such application is not made within the required time of six (6) days, the employer shall thereupon dismiss such employees who have not made the said application.
- 3.03** HIRING The employer agrees to hire and employ only members of the International Brotherhood of Electrical Workers. No person shall be hired or rehired unless he presents a referral slip from the Union Office. Where it is impractical to present said referral, the Business Manager or his representative shall confirm the referral by phone and forward the referral to the employer by mail. The employer recognizes the right of the Business Manager to remove employees from job sites who have not requested a referral slip from the Business Manager or his representative.
- 3.04** On industrial work only, when selecting employees for a job, the employer may select his first five (5) employees, exclusive of foremen. Subsequent selection of Journeymen and/or apprentices for that job site will be shared on a 50-50 new hire basis through the union office. The union agrees to furnish competent and qualified workmen, insofar as possible. The Union will endeavour to supply men within the free zone whenever possible.
- 3.05** Industrial work is defined as all electrical work required in or performed as part of or incidental to the Construction, re-construction and maintenance of including but not limited to all work associated with oil refineries, oil production platforms, chemical plants, cement plants, mine and smelter companies, thermal, hydro and nuclear power developments, pulp, paper and sulphite mills, offshore oil and gas developments, fish plants, breweries and like sites.
- 3.06** CHECK OFF The Employer shall deduct Union Dues, Initiation Fees and Assessments from the wages of the Employee on a weekly basis. The amounts so deducted shall be forwarded to the Union Office of Local Union 2330 of the International Brotherhood of Electrical Workers not later than the 15th. day of the following month accompanied by an alphabetical list of names of all employees under the scope of this agreement on whose behalf said deductions were made.
- 3.07** UNION AFFILIATION The Employer recognizes the Local Union 2330 is part of the International Brotherhood of Electrical Workers (AFL-CIO-CFL) and that signature of the Agreement by said Local Union 2330 is subject to the approval of the International President of the International Brotherhood of Electrical Workers.

- 3.08** MEMBER PRIORITY All overtime shall be shared equally among IBEW members on the job and in all cases of layoff, Local Union 2330 members shall retain employment priority. In the case of lay-off, this Article shall supersede Article 4.03. When Union Members become available, they shall be given an opportunity to replace work cards or travellers on any jobs after one full pay period after formal notification by the Business Manager provided no extra cost is incurred by the Employer. The Employer agrees that where unemployed members are available, he will endeavour to place more men on the job during regular working hours rather than work continuous overtime.
- 3.09** Where a full time electrical storeman, warehouseman, or truck driver is required on an industrial jobsite, he shall be a member of Local Union 2330.
- 3.10** There shall be no discrimination against a Journeyman Electrician because of age. The employer shall endeavour to employ the older Journeyman wherever possible.
- 3.11** NOTICE Employees who are laid off or terminated for any reason shall be given eight (8) hours notice or four (4) hours pay in lieu of notice of lay off or termination, except in the case of discharge for cause. An employee who quits shall give four (4) hours notice to the Employer.
- 3.12** LAY OFF OR TERMINATION Employees who are laid off or terminated for any reason shall be given all wages due and their separation certificates the same day. Where employees are laid off or terminated on jobs out of town, wages and certificates of separation shall be forwarded within three (3) days by registered mail. In the event that the employer does not comply with the above, the employee shall be paid full wages and benefits for every day he is forced to wait.
- 3.13** JURISDICTION The Employer understands that Local Union 2330's jurisdiction, both trade and territorial, is not subject for negotiations.
- 3.14** The Employer recognizes the IBEW as having jurisdiction over the handling, installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, conveyors, street and highway work, tunnels, subways, shafts, dams, river and harbour work, airports, mines, electrically driven draglines and shovels, fire alarms, telephone communication and annunciator systems and computers, and all electrical raceways for electrical cables and wires and all other work as by custom has been performed by members of the IBEW. It is understood that specialty systems may require final check and insurance of certificates by factory trained technicians.

- 3.15** All electrical work as defined in 3.14 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workmen covered by this Agreement.
- 3.16** On any job where there is a vehicle such as a pick-up, panel truck, etc., and these vehicles are used for transportation of men and/or materials on the job-site, and the vehicles remain on the job-site in the performance of electrical work, these vehicles shall be operated by workmen covered by this Agreement.
- 3.17** Any Jurisdictional Dispute between Unions involving the parties to this Agreement concerning inside Construction Work shall be settled in accordance with the Plan for Settlement of Jurisdictional Disputes Nationally and Locally as approved by the Building Construction Trades Department AFL-CIO or any other plan, method or procedure that may be adopted in future by the Building Construction Trades Department. (AFL-CIO Affiliated)
- 3.18** PRE-FABBING The cutting, threading and bending of all conduit except for catalogued items shall be performed by Workmen under the terms of this Agreement.
- 3.19** Out of Province companies working in the Jurisdiction of Local Union 2330 may supply Supervisory personnel only. A company shall be considered to be a Provincial Contractor when the office and payroll are in the Province.
- 3.20** SUB-CONTRACTING No employer covered by this Agreement shall directly or indirectly sublet work which is normally performed by members of the bargaining unit to any other employer who is not a party to this Agreement. Information regarding work that has been sublet shall not be withheld upon request from the Union. Contractors covered by this Agreement shall not sublet work with intent to absolve themselves of any terms of this Collective Agreement.
- 3.21** No member of the Union shall be permitted to contract for or perform electrical work for other than a signatory employer to this agreement.
- 3.22** Any member of the Union found doing electrical work on their own account without first having signed the Collective Agreement will be liable to forfeit their membership in Local Union 2330, IBEW.
- 3.23** Any member of the Union who signs the Collective Agreement and is subsequently found not to be abiding by the Collective Agreement will be liable to forfeit his membership in Local Union 2330, IBEW.

- 3.24 Any member of the Union who becomes a partner in or owner of a Company doing electrical work without an Agreement signed and who participates in any non-union and/or double breasted operation will be liable to forfeit his membership in Local Union 2330, IBEW.
- 3.25 STEWARDS Job or Shop Stewards may be appointed as necessary by the Business Manager in writing to the Employer. However, the first working Journeyman on a job shall be deemed to be Acting Steward until such time as an appointment is made. Stewards shall be allowed reasonable time to perform duties of a Steward. Stewards shall not be discriminated against for carrying out Union duties. If it is desired to transfer a Steward, such transfer must be made in consultation with the Local Union business Manager or his representative. On any job, the Steward shall be the third last man laid off if he is capable of performing the work required and he shall also have the opportunity to work overtime. No Steward shall advocate or cause any work stoppage.
- 3.26 The Business Manager of the Local Union or his appointed Assistant or International Representative shall be allowed access to any shop or job where workmen are employed under the terms of this Agreement, after checking in with the Superintendent on Jobsite. The above shall also apply to the Business Agent of the Building Trades Council.

ARTICLE 4

APPRENTICES

- 4.01 A Council known **as** the Joint Apprenticeship and Training Council shall be formed and all apprentices shall be subject to the rules and conditions of the Council. The Council shall be composed of three (3) representatives of the Union, three (3) representatives of the Employers and one (1) representative of the Department of Labour and Manpower who shall have no voting power. All prospective apprentices shall be screened and certified as qualified before they can go to work. Two (2) representatives from each side shall constitute a quorum.
- 4.02 The Employer shall pay to the Joint Apprenticeship Council fourteen cents (.14¢) per hour per man for a Training Fund, paid to the J.A.T.C. by the 15th of each month, to be administered by the J.A.T.C.
- 4.03 The employment of apprentices shall be in accordance with the Apprenticeship Act and Regulations and Amendments thereto. The employer shall maintain an equal number of each class of apprentices in his

employ. Hiring of new apprentices shall be done (subject to 3.03 and 4.01) in accordance with maintaining the equal number of each class of apprentice.

- 4.04** If an employer lays off a third or fourth year apprentice, he shall not be replaced by a first or second year apprentice, while there are third or fourth year apprentices unemployed in the immediate area.
- 4.05** The maximum number of apprentices employed by an employer shall be as follows:
1. Up to ten (10) employees, one (1) apprentice for each Journeyman.
 2. Over ten (10) employees, two (2) apprentices for every three (3) journeymen. (Such ratio to be calculated on the employees in excess of 10.)
 3. For Industrial work only, the ratio of journeymen to apprentices shall be a maximum of 2 to 1.
- 4.06** First, second and third year apprentices shall work under the direct supervision of a journeyman, fourth year apprentices shall not supervise any other apprentice.
- 4.07** An apprentice shall not be used as a Storeroom man, Warehouseman, or Truckdriver for a continuous period of more than two (2) months.

ARTICLE 5

MUTUAL INTEREST

- 5.01** A Conference of three (3) representatives of the Union and three (3) representatives of the employers shall be appointed and shall meet on the first of every second month for the purpose of discussing problems of mutual interest and to make recommendations for the advancement of the Trade and Industry. Union representatives (one of whom shall be the Business Manager) shall suffer no loss in regular pay by reason of attendance at such meetings. Two (2) representatives from each side shall constitute a quorum.

ARTICLE 6

HOURS OF WORK

- 6.01** The regular work week shall be thirty-six (36) hours per week consisting of four **(4)** eight (8) hour days, Monday to Thursday, between the hours of 8:00 A.M. and 6:00 P.M. and one four **(4)** hour day on Friday between 8:00 A.M. and 12:00 noon. There shall be one half hour lunch break as near as possible to 12:00 noon on each regular shift. Regular hours may be modified only by written permission from the Union.
- 6.02** If an employee is requested to work on a given Friday afternoon, he shall do so at straight time, but will be given all day Friday off on the following week, or be paid double time for working on such day.
- 6.03** All work performed outside the regular working hours shall be at the rate of double the regular rate of pay.
- 6.04** The employer agrees there shall be no discrimination against any employee for refusing to work overtime. Overtime shall be distributed equally among employees whenever practical.
- 6.05** There shall be no discrimination against a Union Officer in regard to employment, because of time lost, without pay, performing the duties of Union Officer or Committee Member.
- 6.06** Men called back to work after the regular quitting time shall be paid a minimum of two (2) hours at the applicable overtime rate.
- 6.07** Unless notified the day previously that work is not available on their normal work day, or when instructed to come to work on a scheduled day off, employees reporting for work shall receive four **(4)** hours pay at the applicable rate. Should work become available at the expiration of the above four **(4)** hours, employees shall be paid for the period worked as well as for any standby time that may have lapsed.
- 6.08** The employer shall allow a ten (10) minute coffee break as near the midway point of each four **(4)** hour shift, where practical.
- 6.09** When overtime is required by the Employer, and the Employees were not notified the previous day, the Employee shall receive a one half ($\frac{1}{2}$) hour paid meal period and meal provided by the Employer after the first two (2) hours of overtime. If overtime is required beyond that period, the Employee shall receive a one half ($\frac{1}{2}$) hour meal period and meal provided by the Employer

every four (4) hours except the last four. The above will apply after the first eight (8) hours on Saturday, Sunday and Holidays.

ARTICLE 7

VACATION PAY, STATUTORY HOLIDAY PAY, HEALTH AND WELFARE AND PENSION FUND MARKET RECOVERY STABILIZATION FUND

7.01 In addition to the hourly rates of pay, the employer shall pay each employee 10% of earnings based on gross pay as Vacation Pay and 3% of earnings based on gross pay as Statutory Holiday Pay. This Statutory Holiday Pay and Vacation Pay shall be paid to the Union Office once a month along with the names and amounts and hours worked for whom it is applicable. Income Tax to be deducted weekly as part of gross earnings.

7.02 HEALTH AND WELFARE The employer shall remit \$1.00 per man hour worked to the Health and Welfare Fund for each hour worked by each employee covered by this Agreement.

7.03 PENSION The employer shall remit \$2.90 per man hour earned to the Pension Fund for each hour worked by each employee covered by this agreement.

Effective June 1, 2001 this amount will increase to **\$3.45** per man-hour earned for each hour worked.

Effective May 1, 2002 this amount will increase to **\$3.95** per man-hour earned for each hour worked.

7.04 Payment shall be made to the Administrator appointed by the Trustees.

7.05 Payment shall be due and payable not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. The Employer concerned will not only remain liable to the Welfare and Pension Fund for the amount of any contributions not so paid, but shall be responsible for claims or benefits lost to the employee or employees by reason of failure to make timely payments. The employer shall forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and hours worked by each during such calendar month.

7.06 The Trust Document, under which the Funds are controlled shall provide for equal trusteeship from the Union and from the employers. It is further

agreed that the existing Trustees responsible for the operation of the Health and Welfare Plan will also be responsible for the Pension Plan Trust Fund unless otherwise specified in future Collective Bargaining Agreements.

- 7.07 Any employer who is delinquent for a period of more than forty-five (45) calendar days shall be liable for a penalty payment of fifteen (15) percent per month payable to the applicable fund.
- 7.08 ORGANIZING FUND The employer shall remit to the Union forty (.40¢) cents per man hour worked for a Union Organizing Fund. Upon completion of the drive, the amount shall revert to the wage rate.
- 7.09 MARKET RECOVERY STABILIZATION FUND The employer shall remit One dollar (\$1.00) per person hour worked for each employee covered under this agreement for the Union Market Recovery Stabilization Fund. Payment will be made no later than fifteen (15) days after the termination of the calendar month to the Administrator of the fund accompanied by a statement of names for whom payments are made, the amounts for each employee, and hours worked by each employee during such calendar month. Employers who are delinquent for forty-five (45) calendar days or more will be assessed a penalty payment of fifteen (15%) percent for all hours owing. This penalty payment will be payable to the fund. This fund will be jointly administered under a terms of reference as mutually agreed, in the Market Recovery Stabilization Agreement and Declaration of Trust.

ARTICLE 8

HOLIDAYS

- | | | |
|------|-------------------------|-------------------------------------|
| 8.01 | Half Day Christmas Eve | 24 th . of May |
| | Christmas Day | Memorial Day |
| | Half Day New Year's Eve | Civic Holiday (in the area of work) |
| | New Year's Day | Good Friday |
| | Boxing Day | Armistice Day |
| | Labour Day | Discovery Day |

If work is performed on any of these days, the employee shall receive double time for hours worked. Should any above-mentioned holidays fall on a non-working day, then a mutual understanding shall be reached between the employer and the Union to schedule said holiday. No work shall be performed on Labour Day except in emergency.

- 8.02 All holidays so designated by this Agreement shall be observed on the day the Government observes them (whether proclaimed under an Act or not). If

observed by the Government and named in the Contract, it shall be kept on the same day as it is observed by the Federal or Provincial Governments.

- 8.03** In the case of death in the employee's immediate family, (mother, father, sister, brother, grandparents, spouse, children, and shall cover the above with the prefixes "step or foster" attached) up to three (3) days bereavement leave with pay shall be given for time lost from his regular scheduled hours, to enable the employee to attend the funeral or to look after funeral arrangements.

ARTICLE 9

STRIKES AND LOCKOUTS

- 9.01** During the life of this Agreement, there shall be no strike, lockout, slowdown or stoppage of work. The employer agrees that in the event there is a strike by reason of the refusal of union members to cross a legal 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 or institute civil action against such union members or their union **as a** result of such refusal to cross a picket line or to work with such employees. (See Letter of Intent #1)

ARTICLE 10

HEALTH AND SAFETY

- 10.01** The Employer and the Union have joint responsibility to promote safe working conditions. Employer and employees shall comply with all applicable provisions of the Occupational Health and Safety Act and Regulations, Provincial Health and Sanitation Laws in addition to those rules established by the employer.
- 10.02** Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided. Employees are required to report any unsafe conditions or unsafe equipment which they observe to their supervisor.

- 10.03 Only employees who have been instructed in the proper use of explosive actuated tools will be permitted to use them, and no employee shall be discriminated against for refusing to use such tools.
- 10.04 First and second year apprentices shall not be permitted to use explosive actuated tools.
- 10.05 There shall be two (2) journeypersons assigned to work on energized circuits over 347 volts, when circuits cannot be de-energized or where there is an obvious danger.
- 10.06 The employer shall provide all special safety wearing apparel and or equipment as necessary to comply with the Occupational Health and Safety Act and Regulations.
- 10.07 Safety Boots “CSA” approved shall be worn and supplied by the employees. Safety Hats “CSA” approved shall be supplied by the employees.
- 10.08 The employer shall provide first aid requirements on the job or shop so as to comply with the Occupational Health and Safety Act and Regulations.
- 10.09 The employer shall provide a clean and adequate place of shelter, which shall be heated, in which employees may eat their lunch. Sanitary facilities and fresh drinking water will be provided as per the Occupational Health and Safety Act and Regulations. The employer shall also provide a method to heat food and boil water where possible.
- 10.10 Where an employee is injured and leaves the job for medical attention, transportation shall be supplied by the employer as soon as possible. If a doctor decides he is unable to return to the job because of the injury, he shall be paid for that full day.

ARTICLE 11

HEIGHT PAY AND TUNNEL WORK

- 11.01 **HEIGHT PAY** Employees required to work on smoke stacks, structural steel, towers, from a bosun’s chair or bucket, staging, or other areas which are fifteen (15) to thirty (30) meters shall receive ten (10) per cent his straight hourly rate while on such work. If over thirty (30) meters, the pay will be one and one-half (1%) times the straight hourly rate while on such work.

- 11.02** The height shall be measured from the employees standing or sitting surface position while working to the first permanent floor, planked in floor, formed in surface or metal deck or to the ground, whichever is higher. Height pay shall be paid in no less than one (1)hour increments.
- 11.03** For the purpose of this Agreement, tunnel work is defined as work by employers engaged in the sinking of shafts, drifting of tunnels and other types of underground work in the actual construction of tunnels, etc., and actually performed below the surface of the earth. This article shall not apply to work in or on completed installations.
- 11.04** Employees engaged in Tunnel Work shall receive a premium of ten (10%) per cent of their basic straight time hourly rate.

ARTICLE 12

TOOL LIST OF JOURNEYMEN

12.01 Journeymen shall be required to have:

- 1 8" Linesman Pliers
- 1 Channellocks
- 1 Side Cutting Pliers
- 1 Belt and Pouch
- 1 Tool Box
- 1 Needle Nose Pliers
- 1 Knife
- 1 Metal Rule, 3 meter minimum
- 3 Robertson Head Screwdrivers, #6, 8 and 10
- 3 Phillips Head Screwdrivers, #6, 8 and 10
- 3 Straight Head Screwdrivers
- 1 Set Allen Key Wrenches up to ½
- 1 Hacksaw Frame
- 1 10" Pipe Wrench
- 1 Knock out Punch, ½ to 1¼
- 1 Meter A/C, Amps/Volts/Ohms
- 1 Claw Hammer
- 1 Ball Peen Hammer
- 1 Set Socket Head Drivers or Nut Drivers
- 1 Flashlight
- 1 Box End Wrenches or Adjustable Wrench
- 1 ½" EMT Bender
- 1 ¾" EMT Bender

- 1 Code Book

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

FIRST YEAR - BASIC TOOLS

- 1 8" Pliers
- 1 Channellocks
- 1 Belt and Pouch
- 1 Tool Box
- 1 Knife
- 1 Tape, 10" minimum
- 3 Robertson Head Screwdrivers
- 3 Straight Head Screwdrivers

SECOND YEAR - ADDITIONAL TOOLS

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

THIRD YEAR - ADDITIONAL TOOLS

- 1 Side Cutting Pliers
- 1 Needle Nose Pliers
- 3 Phillips Head Screwdrivers
- 1 Box End or Adjustable Wrench

FOURTH YEAR

- 1 10" Pipe Wrench
- 1 Set Socket Head Drivers or Nut Drivers

12.02 The Employer shall provide a safe and dry place for employee's tools.

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

ARTICLE 13

TRANSPORTATION, BOARD AND LODGING

13.01 FREE ZONES SHALL BE DESCRIBED AS WITHIN:

1. Forty (40) kilometers from the City or Town boundary in which the employer's office is situated.
2. Forty (40) kilometers from the City or Town Boundary in which the employee resides.

13.02 All employees employed on job sites outside the free zones shall have board, lodging paid, or if the employee so wishes, he shall be compensated in the amount of \$51.00 per day as of June 1, 2001. Initial transportation cost to the job site and return upon completion shall be paid by the employer.

13.03 When an employee is requested by the employer to use his own vehicle for the convenience of the employer he shall be compensated at the following rates:

Effective June 1, 2001	43 cents per km.
Effective May 1, 2002	45 cents per km.

No employee shall not be discriminated against for refusing to use his own vehicle.

13.04 Employees living in camps shall have transportation from the camp to the jobsite provided daily.

13.05 Employees who work on jobs outside the Free Zones for a period of forty-two (42) calendar days shall have return transportation cost paid every forty-two (42) days for a one(1) week vacation at home without pay.

13.06 All time spent travelling shall be paid on a basis of straight time in addition to any time worked in the same twenty-four (24) hour period.

ARTICLE 14

PAYMENT OF WAGES

- 14.01** All wages shall be paid weekly by cheque or directly deposited on or before Thursday or on Friday by cash. All cheques payable by par. A comprehensive statement of wages and deductions each week shall be issued to the employee. INCOME TAX deductions on Vacation Pay and Statutory Holiday Pay shall be made weekly.

ARTICLE 15

GRIEVANCE PROCEDURE

- 15.01** A grievance under the provisions of this Agreement is defined to be any difference, including the degree or extent of disciplinary action between the parties, or between any one of the employees and his employer, involving the interpretation, application, administration or alleged violations of any of the provisions of this Agreement.
- 15.02** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and shall be settled in the following manner:
- 15.03** **STEP 1** The matter shall be taken up with the Foreman by the employee and/or Job Steward and/or Business Agent. Failing settlement within one (1) working day, the matter will proceed to Step 2 within a further one (1) working day.
- 15.04** **STEP 2** The matter shall be taken up with the Supervisor by the Job Steward and/or Business Agent. Failing settlement within one (1) working day, the matter will proceed to Step 3 within a further one (1) working day.
- 15.05** **STEP 3** The grievance shall be put in writing referring to the clauses of the Collective Agreement violated and taken up with the employer. The Employer shall make reply in writing within two (2) working days. If the grievance is not then settled or if the employer fails to make reply within the aforementioned two (2) working days, then within a further two (2) working days, either party may refer the matter to Arbitration in accordance with

Article 16, Arbitration. However, the grievance may be put in writing at any stage of the grievance procedure.

ARTICLE 16

ARBITRATION

- 16.01** In the event it becomes necessary to submit a Grievance involving the interpretation, application or alleged violations of this Agreement to Arbitration, the matter shall be placed before a single Arbitrator or an Arbitration Board or as is mutually agreed so as to comply with the Labour Relations Act.
- 16.02** The expenses and fees of the other party and the arbitrator shall be paid by the losing party for all grievances filed under this agreement.
- 16.03** If it is determined by an Arbitrator that an employee was dismissed or laid off improperly, the Arbitrator shall have the power to award compensation for all time lost, plus benefits.
- 16.04** The Arbitrator shall have the authority to hear the dispute referred to it and any matter related thereto, including the right to award retroactive pay and/or substitution of penalty in disciplinary cases, but shall not have the authority to modify, amend or in any way alter this Agreement.

ARTICLE 17

GENERAL

- 17.01** If during the life of this Agreement, Federal or Provincial Legislation is altered so as to affect in any way any of the provisions of this Agreement, then either party may within thirty (30) days request negotiations with respect to the article or section of the Agreement affected.
- 17:02** **DISCRIMINATION** There shall be no discrimination in any manner whatsoever by either Employers or the Union against employees because of race, religious creed, language sex, age, marital status, physical disability, mental disability, political affiliation, colour or ethnic, national or social origin, membership in the union, or lawful union activity, or any prohibited grounds covered under applicable legislation.

ARTICLE 18

FOREMAN AND GENERAL FOREMAN

- 18.01 WORKING FOREMAN On any job where there are less than ten (10) men and the job warrants, one (1) journeyman shall be appointed working foreman.
- 18.02 FOREMAN On any job where there are ten (10) men or more employed, one (1) journeyman shall be appointed foreman. Additional supervision shall be appointed as required. Foremen shall not work with the tools of the trade.
- 18.03 GENERAL FOREMAN General Foreman shall supervise Foremen. All General Foremen, Foremen and Working Foremen shall be Journeymen and shall be members of Local Union 2330. General Foreman shall not work with the tools of the trade.

ARTICLE 19

RATES OF PAY

- 19.01 The hourly rate of pay for Journeyman shall be as in Appendix "A" and shall be deemed to be part of this Agreement.
- 19.02 Apprentices Rates of Pay:

Effective June 1, 2001 the rates for Apprentices will be as follows:

First year	45% of Journeyperson's Hourly Rate;
Second year	55% of Journeyperson's Hourly Rate;
Third year	60% of Journeyperson's Hourly Rate;
Fourth year	70% of Journeyperson's Hourly Rate;

Effective October 1, 2001 the rates for Apprentices will be as follows:

First year	50% of Journeyperson's Hourly Rate;
Second year	60% of Journeyperson's Hourly Rate;
Third year	65% of Journeyperson's Hourly Rate;
Fourth year	70% of Journeyperson's Hourly Rate;

Effective May 1, 2002 the rates for Apprentices will be as follows:

First year	50% of Journeyperson's Hourly Rate;
Second year	60% of Journeyperson's Hourly Rate;
Third year	65% of Journeyperson's Hourly Rate;
Fourth year	75% of Journeyperson's Hourly Rate;

- 19.03** Working Foreman's rate shall be five (5%) percent above a Journeyman's hourly rate.
- 19.04** Foreman's rate shall be ten (10%) percent above a Journeyman's hourly rate.
- 19.05** Electricians performing welding work shall receive 5% above the Journeyman's rate.
- 19.06** General Foreman's rate shall be as negotiated between the General Foreman and the Employer. Such negotiated rate shall not be less than 5% above Foreman's rate. General Foreman shall supervise the work of the Foreman.
- 19.07** CONSTRUCTION INDUSTRY FUND The Employer shall remit thirty (30¢) cents per hour worked each to the CLRA and the NLBCTC for a total of sixty (60¢) cents hourly contribution 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.

ARTICLE 20

SHIFT WORK

- 20.01** For the purpose of clarification, the work week shall be deemed to commence as the starting time of the regular day shift on Monday morning.
- 20.02** 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 shall be the Evening Shift

and shall follow the First Shift; the Third Shift shall be the Night Shift and shall follow the Second Shift.

- 20.03** Members of Local Union **2330** shall have preference to work shifts.
- 20.04** Shift Premiums shall apply on all hours worked on the Second and Third Shifts at the following rates:
- | | |
|----------------|--------------------------------|
| Second Shift - | 20% above regular hourly rates |
| Third Shift - | 30% above regular hourly rates |
- 20.05** In the event it becomes necessary to work shifts, two (2) full shifts must be worked in any twenty-four (24) hour period between 8:00 A.M. and 8:00 A.M. the following day. (Subject to **21.12**).
- 20.06** When shifts other than the regular day shift are used, these shifts must continue for four (4) consecutive days. In the event an employee does not receive four (4) consecutive days on his shift, he shall receive a minimum of overtime rates plus shift premiums for all hours worked.
- 20.07** When an employee is required to work beyond his eight (8) hour shift without an eight (8) hour break, all work then performed shall be paid for at the applicable overtime rate.
- 20.08** In no case will an employee be allowed to work more than one shift in any twenty-four (24) hour period between 8:00 A.M. and 8:00 A.M. the following day.
- 20.09** It is agreed that overtime rates shall apply from 12:00 noon on Friday, until 8:00 A.M. Monday morning and on all holidays.
- 20.10** It is understood that the Local Union Business Manager must be notified three (3) working days prior to any shift work commencing.
- 20.11** Where two (2) or more shifts are established after two (2) weeks, the employee shall be rotated by working one (1) week on each shift.
- 20.12** Where work is of such a nature that no work can be performed during regular hours, the employer on written permission from the Union, may work one (1) shift in a twenty-four (24) hour period.

ARTICLE 21

PRESERVATION OF WORK

- 21.01** Effective the date of signing this agreement and expiring April 30, 2003, the parties agree that if and when the Employer shall perform work of the type covered by this agreement (Electrical Contracting) 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 to family members) any significant degree of ownership, management, or control, the terms and conditions of this agreement shall be applicable to all such work.
- 21.02** The Employer shall operate a strictly union shop and shall not employ non-union tradesman either in their own right or to any affiliated, subsidiary or related company.

ARTICLE 22

ORGANIZATIONAL EFFORTS

- 22.01** There shall be a joint committee made up of two employers and two representatives of the union to monitor organizational efforts in respect of the non-union employers in the commercial and industrial sector of the construction industry. The members of the Committee will meet regularly to exchange information and to assess the impact and success of organizational efforts. The union will make all reasonable efforts to prevent its members from working with any employer not signatory to this agreement provided that reasonable consideration will be given to the necessity of placing employees for organizational purposes and other situations that may be mutually agreeable. The joint committee shall, upon a quarterly basis, assess the progress of organizing and determine the appropriate actions to reflect increased organization.
- 22:02** MARKET RECOVERY STRATEGY: In accordance with the Letter of Intent dated the twenty-first (21st.) of July 1992 and Terms of Reference

mutually agreed between the parties with respect to the application and administration of the Market Recovery Program the parties agree:

- (1) That on all commercial jobs where contractors who are members of the CLRA (Construction Labour Relations Association) who are bidding against non-union contractors, shall be permitted to target jobs in accordance with the terms of reference of the Job Targeting Program as per Appendix B and/ or subsidize wages of union personnel from the Market Recovery Stabilization Fund when the monies of the fund permit.
- (2) That the subsidy will apply to all commercial construction work in Newfoundland and Labrador bid under this collective agreement and will remain in effect until the terms of a new agreement is signed.

ARTICLE 23

TERMS OF AGREEMENT

- 23.01** A copy of this Agreement signed by both employer and Union shall be in the possession of both employer and Union.
- 23.02** The term of this agreement is from May 1, 2000 until April 30, 2003 and from year to year thereafter unless notice is given not more than ninety (90) and not less than thirty (30) days before the expiry date by the party desirous of a change. The effective date of the agreement is June 1, 2001. The parties will endeavour to have this agreement signed at a reasonable time after ratification. Local Union 2330 will provide the required number of copies signed by both parties to the International Office.
- 23.03** The parties to this Agreement may by mutual agreement at any time while the agreement is in force, vary, cancel, or substitute any provisions of this Agreement other than the term of this Agreement.
- 23.04** Where notice requesting negotiations of a New Agreement has been given, this Agreement shall remain in full force and effect until such time as the Agreement has been reached in respect to a renewal, amendment or substitute thereof, or until such time as the parties are authorized to declare a strike or lockout under the Labour Relations Act provided that this Agreement may be further extended from time to time by mutual agreement.

MEMORANDUM OF AGREEMENT, #1

This Memorandum of Agreement is attached to and becomes part of the current Collective Agreement.

ENABLING CLAUSE

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, Employer 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 Memorandum of Agreement has been signed and executed by the parties appearing hereunder.

Signed this 21 day of July, 1992.

On behalf of Local Union 2330,
IBEW:

On behalf of the Newfoundland
Construction Labour Relations
Association on behalf of all
Contractors covered by
Accreditation:

ART OAKE

DAVE NOSEWORTHY

ANN GEEHAN

MAURICE QUINTON

WADE DOOLEY

HOWARD NOSEWORTHY

MEMORANDUM OF AGREEMENT

#2

This Memorandum of Agreement is attached to and becomes part of the current collective agreement.

With respect to Article 18 of the Agreement it is understood that any grievance that may be filed under this article must be heard on the merits of the case and not on the assumption that the employer has the unilateral right to decide numbers of working foremen and foremen.

Signed this 21 day of July, 1992.

On behalf of Local Union 2330,
IBEW:

On behalf of the Newfoundland
Construction Labour Relations
Association on behalf of all
Contractors covered by
Accreditation:

ART OAKE

DAVE NOSEWORTHY

ANN GEEHAN

MAURICE QUINTON

WADE DOOLEY

HOWARD NOSEWORTHY

APPENDIX "A"

Wages and Benefits

- (a) **The term of the collective agreement shall be for a duration of three years commencing May 1, 2000 and ending April 30, 2003.**

***Year 1** **May 1, 2000 to April 30, 2001**

Year 2 **May 1, 2001 to April 30, 2002**

Year 3 **May 1, 2002 to April 30, 2003**

***The journeyman rates of pay and benefits will become effective immediately for all work bid after signing or by June 1, 2001 at the latest.**

	<u>Present</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Hourly Rate:	\$19.06	\$20.21	\$21.10	\$21.58
Vacation :	\$ 1.91	\$ 2.02	\$ 2.11	\$ 2.16
Holiday Pay:	.57	.61	.63	.65
Health & Welfare:	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Pension	\$ 2.90	\$ 2.90	\$ 3.45	\$ 3.95
Training:	.14	.14	.14	.14
Industry Fund:	.40	.60	.60	.60
Stabilization Fund:		\$ 1.00	\$ 1.00	\$ 1.00
Organizing Fund	<u>\$.40</u>	<u>.40</u>	<u>\$.40</u>	<u>\$.40</u>
TOTAL PACKAGE	\$26.38	\$28.88	\$30.43	\$31.48

APPENDIX "B"
JOB TARGETING

The Parties signatory to this Agreement agree to implement and administer a Job Targeting Program made up and not limited to the following criteria effective date of signing:

1. All targeting shall be done on a job by job basis through the CLRA as follows:
 - A) All contractors wishing to receive Job Targeting must be a member of the CLRA and must apply in writing to the CLRA prior to the closing of the Tender.
 - B) The CLRA will notify the Union prior to the closing of the Tender of all contractors who have applied for Job Targeting.
 - C) Any contractor who has not applied to the CLRA for Job Targeting prior to the closing of the Tender will not be eligible to receive job Targeting.

2. The IBEW Local **2330** and the CLRA both agree to continue and include the job targeting program as outlined herein for the duration of this agreement and until a new collective agreement is signed. This program will apply for all commercial jobs where CLRA members signatory to this collective agreement are bidding against non-union contractors. For jobs other than the above, these may also be targeted if there is non-union competition bidding them and both parties agree at the time to apply the job-targeting program.

3. Terms and Conditions of Job Targeting:
 - A) The standard workweek will be 40 hours unless mutually agreed otherwise. It is understood that permission by the business agent to increase the standard workweek above 40 hours will not be unreasonably withheld if the workers on site are in agreement.
 - B) All hiring to be carried out as per Article 3.04 of the collective agreement. Layoff to be on a 50/50 basis.
 - C) Adequate room and board to be paid while working outside the free zone.

- D) Payment for any travel time will be waived. However, employees will be compensated for any out of pocket expenses incurred while traveling to the job site outside the free zone.
- E) The wage package will be reduced by a minimum of **25%** from the wage package in effect at the time for all hours worked but at no less than what the non-union competition is paying their personnel. This can be modified where mutually agreed. The vacation pay percent will remain **as** per the collective agreement.
- F) Overtime will be paid at one-and-a-half times the regular hourly rate for all hours worked above the standard workweek including Saturday's. Double time will apply for Sundays and holidays. This can be modified if mutually agreed.
- G) Any other Articles of this Collective Agreement may be modified where necessary by mutual agreement in order to solicit work for Union Members where non-union competition exists.

DATED THIS _____, DAY OF _____, 2001.

On behalf of CLRA of Nfld. and
Labrador Inc.

On behalf of **IBEW, Local 2330**

WITNESSED BY: _____

THIS AGREEMENT HAS BEEN SIGNED AND EXECUTED BY THE PARTIES APPEARING HEREUNDER:

Signed this _____ day of _____ 2001.

**On behalf of the International,
Brotherhood of Electrical Workers,
Local Union 2330:**

**On behalf of the Construction
Labour Relations Association
of Newfoundland and Labrador on
behalf of all Contractors covered
by Accreditation:**

Jim Costello

Dave Noseworthy

Ann Geehan

Neil Chaplin

LETTER OF INTENT

#1

Newfoundland Construction Labour
Relations Association
P.O. Box 8183, Station "A"
St. John's, Newfoundland
A1B 3M4

Attention: Mr. William Alcock
Director of Labour Relations

Dear Sirs:

Re: Strikes and Lockouts Clause
All Building Trades - N.C.L.R.A. Agreements

This will confirm the intent of the parties that where work is let directly from the owner or project manager and not through a general contractor, it will be considered a sufficient discharge of the employer's obligations under this Clause that the employer shall have made its best efforts to cause the owner or project manager to use only unionized labour.

Yours truly,

V. Randell J. Earle
Chief Negotiator,
Newfoundland and Labrador
For Building and Construction
Trades Council

LETTER OF INTENT

#2

Between

CLRA

and

IBEW

The parties agree that all employees receiving board and lodging in accordance with Article 13.02 shall have board and lodging paid in the amount of \$51.00 per day for 7 days per week providing he/she resides in the vicinity of the Job site of employment for 7 days.

SIGNED THIS _____ DAY OF _____, 2001.

For the Union

For CLRA

LETTER OF INTENT

#3

BETWEEN

CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC.

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 2330

The parties agree to develop a format and procedure for job targeting. The policy is to enhance the competitive position of unionized electrical contractors and create more jobs for electricians.

The Union agrees to initiate an organizing drive with respect to non-union Electrical Contractors operating in the province. The parties agree to meet within six months to discuss the organizing drive. Providing targeted job produce satisfactory results with regards to hiring of union members and the drive has been successful, the CLRA agrees to sit down with the Union and explore the merits of including in the Agreement of Hiring Hall provision.

SIGNED THIS _____ DAY OF _____, 2001.

FOR THE IBEW, LOCAL 2330

FOR THE CLRA

LETTER OF INTENT

#4

Between

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
NEWFOUNDLAND AND LABRADOR INC.

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 2330

The parties agree to establish a Joint Stabilization Fund/Job Targeting Monitoring Committee whose Terms of Reference are as follows:

1. The Monitoring Committee shall be composed of four **(4)** members, two (2) members appointed by the CLRA and two **(2)** members appointed by the **IBEW Local 2330**
2. The Committee shall meet on a quarterly basis unless required on a more frequent basis.
3. The Committee's mandate is to develop, implement and monitor a market recovery strategy as outlined in Article 22.02 using the Job Targeting Program and Stabilization Fund as set up in this current Collective Agreement.
4. The parties to this agreement agree to have their Committee Representatives in place so as to allow a convening of the first meeting by September 15, 2001. The purpose of this meeting would be twofold;

- (a) To establish the terms of reference and guidelines of a market recovery strategy; and
- (b) To establish formal guidelines and forms to be used by contractors when requesting use of the Stabilization Fund so as to provide the Committee with sufficient information to evaluate the contractor's request.

SIGNED THIS _____ DAY OF AUGUST, 2001.

ON BEHALF OF IBEW LOCAL 2330

ON BEHALF OF THE CLRA

LETTER OF UNDERSTANDING

BETWEEN

CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF NEWFOUNDLAND AND LABRADOR INC.

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 2330

The IBEW 2330 herewith agrees not to file a Grievance against any Employer signatory to the Collective Agreement on the basis of a violation of Article 3:12 whereby a Holiday occurs on Monday and wages and certifications of separation are not issued until Tuesday following a Friday lay-off.

SIGNED THIS _____ DAY OF _____, 2001.

ON BEHALF OF IBEW LOCAL 2330

ON BEHALF OF THE CLRA
