

COLLECTIVE LABOUR AGREEMENT

MAY 1, 2022 - APRIL 30, 2027

BETWEEN

**The Construction Labour Relations Association  
of Newfoundland and Labrador Inc.**  
(Hereinafter Called "The CLRA")

AND

**The United Brotherhood of Carpenters and  
Joiners of America, Local 579**  
(Hereinafter Called "The Union")

**EFFECTIVE DATE:** October 5, 2022

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## Work Jurisdiction

The work jurisdiction herein includes but not limited to the handling of all materials listed and/or equipment required to carry out the work necessary to complete the project.

Heavy engineering, highway and bridge work; industrial, commercial and institutional, home building and housing construction, sewers and water mains; the milling, fashioning, joining, assembling, erecting, fastening or dismantling of materials of wood, plastic, metal, fibre, cork and composition, and other substitute materials; the on-site production of components composed of wood and substitute materials either by the operation of machinery or hand tools; the on-site production of concrete components made by precasting, postension or by prestressing; the handling, erecting, installation, and welding of precast concrete components.

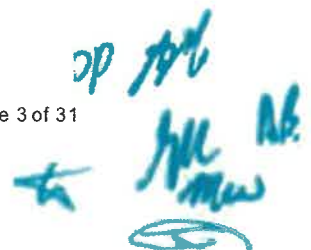
The erection, on-site fabrication and assembly and installation of store fixtures; free standing and fixed metal shelving, the placing or erection of all refrigerated cases, rooms and boxes; the laying of all canvas roofs and decks; the application of all insulation for thermal weatherproofing or sound-proofing purposes applied by any means; the welding on of all work herein mentioned; the setting, plumbing and bracing of sash made of wood, steel, aluminum, or plastic; the installation of trim made of metal, wood or composition material, rubber bumpers at loading docks or any materials referred to as trim shall be installed by carpenters.

The construction, erecting and dismantling of all temporary buildings, shacks, tool cribs; hoarding and guard rails.

Driving and leveling all stakes; building and setting all batter boards and locating lines on same.

The building, erecting and setting of supports, falsework, and forms to receive concrete whether of wood, metal (not including Q deck or similar metal deck) plastic, fiberglass or any other materials; the building and settling of all centres and bulkheads; the assembling and setting of all accessories and hardware required in any form and the burning or welding of same; the removal and dismantling of forms, falsework and accessories. Where power rigging is used for the handling, setting or dismantling of forms or any other material erected by carpenters, handling and signaling will be done by the carpenters. The onsite fabrication, handling, setting of all templates and inserts, including anchor bolts necessary for structural members or machinery and the placing and leveling of same whether rigged by hand or power; the erection, operation and alignment of all slip forms, whether hydraulic or manually operated.

The building, erecting ready for use by Certified Scaffolders of scaffolding, swing stage, frame scaffolding, tube and clamp, all around scaffolding and sure-lock and the dismantling of same, the fabrication of all ladders, saw horses and work-benches which will not limit other Trades from their traditional work in regards to the aforementioned.

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The fastening on of all wooden, plastic or composition cleats to iron work or other materials; the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods:

The setting of door frames and hanging of doors including man doors, overhead doors, metal clad doors, and installing hardware by any means; the setting of window frames and hanging of sash, inside and outside blinds, windows and other frames.

The on-site assembly and erection of all wood, metal, plastic and composition partitions, including any welding of a plastic material, perimeter and curtain walls, whether build in place or prefabricated; the erection and installation or application of all shingles, siding, wallboard or sheets composed of wood, pulp, plastic, plaster, asbestos or composition materials or any other material including combined or faced with metal or vinyl by whatever means of fastening.

The preparation of sub-surfaces, the preparation and layment of resilient surfaces, the laying of plywood as underlayment, the fitting of all devices - metal or otherwise - and the drilling of holes, to receive the complete installation of resilient floor covering or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, natural or synthetic latex, magnesite in liquid compound-in molded molten form -on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies and blinds - of metal, natural or synthetic fabric, synthetic turf or other synthetic materials:

The laying, sanding, finishing, and sealing of hardwood floors including the laying of sleepers, subfloors, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the complete installation of hardwood flooring:

The installation of laboratory, institutional fixtures, and equipment, also cabinets, and work-benches, bookcases and cabinets, either separately or in connection with heating or air conditioning units; the installation of blackboards, bulletin boards, billboards, meter boards and backboards of all types:

The installation of lead baffles or lead liners to walls, aluminum framing, plastic molding and any other work incidental to same. The erection of porcelain metal panels and metal siding where the contractor has traditionally completed this work with his own forces.

The assembling, laying-out, handling and setting of all seating in theatres, halls, churches, schools, banks, stadiums and open air theatres and other buildings or structures.

When material is stock-piled in the working area, it shall then be handled by carpenters.

The handling and installation of all mill, cabinet work and store fixtures.

Rigging into place and setting and aligning of laminated beams, posts, trusses or arches and composition panels, both interior or exterior, and modular or prefabricated structures; the handling and erection of metal building and the installation of metal floors and elevated floors:

The erection of all safety barriers:

Pile driving work, including the handling, driving, bracing, plumbing, cutting off and capping of piling, sheet piling and tie backs whether of wood, metal or concrete, regardless of size or shape, the pulling, extraction or salvaging of such piling; and the cutting and placing of lagging.

The placing of all whaling, spring and fender lines and guard rails of wood or metal; the framing, boring, drilling or burring of holes:

The heading and splicing of wood piling, and making of wood sheet piling; the welding, cutting or burning of metal piling; the loading, unloading, framing, erecting, dismantling and handling of drivers, derricks, cranes and other pile driving equipment:

Underwater work on bulkheads, wharves, docks, caissons, bridges, viaducts, and trestles, as well as salvage and reclamation work where divers are employed:

The installation and maintenance of soil stabilization systems:

Raised computer floors.

Steeljacks, wedges and clamps relating to formwork and flying formwork.

Divers and Diver tendering.

Core drilling related to underwater work.

laying out lines, measurements, grades and stakes; driving and levelling stakes, building and setting all batter boards and locating lines on same as it pertains to the trade.

Lath work and related items, including gypsum lath, metal lath, and metal corner beads.

Pipelines for waterworks and power plants requiring diving.

Framing or erecting of wood buildings including prefabrication on site.

Handling of lumber and drywall.

Fabrication and setting of screeds for concrete and mastic floors.

Installation of runways and stages.

Cutting and framing of openings.

Fireproof beams and columns.

Weatherproofing .

Carpentry work on wharves, docks, seawalls and breakwaters.

Backing for fixtures.

Welding of studs or other fastenings to receive materials being applied by carpenters.

Grounds for furring and strapping.

Installation of wood and metal shelving racks and louvres.

Installation of wood and metal cabinets.

Installation of drapery fixtures and hardware.

Installation of sink tops and cabinets.

Carpentry work in connection with weather protection.

Carpentry work in relation to rip rap.

Weather stripping, caulking and sealing and work in connection therewith.

Installation of ceiling heat panels.

The installation of all materials and components parts of all types of ceilings regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum board, all integrated ceilings, ceiling heat panels, all radiant ceiling heat fill, all main trees, cross trees, splines, splays, wall and ceiling angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation; all work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, metal studs, stiffeners, cross bracings, fire-blocking; resilient channels and furring channels; the installation of metal door and window frames, metal casing, metal trim and metal plaster stops, moulding, base and accessory trim items for partition systems; the installation of gypsum drywall materials, laminated gypsum systems, backing board and finish board; the fireproofing of beams, columns and chase; the installation of sound and

thermal insulation materials; the installation of fixture attachments including all layout work and the preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith; the installation, trying and connection of all types of metal furring erected to receive the materials specified in this Article including but not limited to gypsum wall board, gypsum sum lath and metal lath and metal corner beads, ceiling heat panels, backing boards, installation of any material used as a base for thin coat plaster, acoustical material of mineral or fibre; the installation of lead baffles, insulation material, bead board and rigid insulation, metal and/or plastic compositions, including monolithic adhesives or any material attached to the above described metal construction. No limitation shall be placed on the work covered by this jurisdiction by reason of the surface of texture or purpose for which the material described herein is used, designed or intended.

Weather stripping, caulking and sealing, and all work in preparation of, or related to, work in connection therewith.

#### Article 1 - Purpose

1:01 The purpose of this Agreement is to establish the contractual working conditions between the parties hereto; to establish wages, working conditions and certain benefits for the employees herein represented and to provide for the settlement of dispute without a stoppage of work between the parties hereto.

#### Article 2- Recognition

2:01 The employer recognizes the United Brotherhood of Carpenters and Joiners of America, Local 579 as the sole and exclusive bargaining agent for all carpenters, certified scaffolders, interior system mechanics, form workers, form worker-layout person, foreperson, general foreperson, carpenter apprentices, carpenter trade helpers in the Province of Newfoundland and Labrador.

2:02 Out of province contractors may be permitted to bring in one supervisor; such supervisor shall not be permitted to perform any work other than that of supervisor and in no case shall the supervisor be permitted to use any tools of the trade.

2:03 No individual or collective contract written or oral shall be entered into by either party that may be in conflict with the terms of this Agreement or the bargaining rights of either party.

2:04 The terms and conditions of this Agreement are binding upon the Employers, its officers and members; and upon any party, person, association or company doing subcontract work that falls within the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America, Local 579.

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2:05 The contractor will provide appropriate lock-fast facilities for storage of personal tools used by workers in the process of their work when the tools are not in use.

The contractor shall replace worker's personal tools when the tools are destroyed by fire, lost through theft by forced entry of a designated storage place on the contractor's premises, broken or deemed unusable, and provided that the loss or damage is immediately reported by the worker, in writing to the Contractor.

2:06 The employer recognizes the craft jurisdictional claims of the Union.

2:07 The area of application of this Agreement shall be the Province of Newfoundland and Labrador and shall also be applicable to any work connected to or arising out of offshore development whether such developments be on land or offshore.

2:08 The employer shall operate a strictly union shop and shall not employ non-union carpenters in their own right or through any affiliated subsidiary or related company. Unionized general contractors shall employ only unionized sub-contractors for work that is recognized as the craft jurisdiction of local contractors covered herein.

2:09 It is agreed that if the General Contractor is notified by the Union of monies owing by one of their subcontractors, prior to the release of the final payment to the subcontractor, the General Contractor will assist the Union to collect monies owing.

### **Article 3- Preservation of Work**

3:01 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.

3:02 All charges of violations of Section 3:01 of this Article shall be considered as a dispute under this Agreement shall be processed with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article 10 of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration board) provided for in Article 10 is empowered, at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, the equivalent of wages lost by such employees as a result of the violations and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make

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remedy the exclusive remedy available to the Union for violation of this section; nor does it make the same or other remedies unavailable to the Union for violations for other sections or articles of this agreement.

3:03 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 3:02 above, or to defend an action which seeks to vacate such awards, the Employer shall pay an accountant's and attorney's fees incurred by the Union and/or the Fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action. Employers pay only if found guilty.

#### **Article 4 - Hours of Work**

4:01A) The normal working hours of all employees shall be forty (40) hours per week eight hours per day Monday to Friday, from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. or from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. where one-half (1/2) hour is allowed for lunch, normal working hours can also consist of ten hours per day Monday to Thursday or Tuesday to Friday, except where marine tides interfere. Working hours shall commence and cease with position on site and not at time office or toolshed unless otherwise arranged by the foreperson. Carpenters shall be allowed ten (10) minutes before quitting time at the end of each shift to pick up tools. Notice shall be provided to the union of required changes in shift schedule.

4:018) Any member who is required to work through lunch shall be paid the applicable rate and allowed adequate time to have lunch at the first available time, not exceeding one (1) hour.

4:01C) When an employee is required to return to **work** without a minimum of eight (8) consecutive hours of rest between shifts, all work shall be paid at the applicable overtime rate until such time that the employee receives eight (8) hours of rest.

4:02 No members of the Brotherhood who are employed shall sell their service or moonlight outside of the working hours nor are any members permitted under the terms of this Agreement and the Constitution of the United Brotherhood to sell their services for piecework, subject to dismissal by their regular employer.

#### 4:03 **On Commercial Work:**

Overtime will be paid at time and one half (1 ½) beyond 50 hours per week worked Monday to Friday. All time worked on Saturdays shall be paid at time and one-half (1 ½) provided all regularly scheduled shifts were worked in that week. Double time (2) shall only be paid for work on Sundays and holidays recognized in the Collective Agreement.

4:04 On Heavy Industrial, Hydro and Thermal Power developments, Newsprint Mills, Mines, Oil Refineries, Offshore and related development, overtime shall be paid at double the regular rate for all hours worked outside the regular hours.

4:05 If the company desires to put on shifts, other than the regular day shift, employees shall be paid a shift premium of 15% of the hourly rate. If overtime is applicable, then a shift premium does not apply.

4:06 For Industrial work only:

When working two (2) shifts, consisting of twelve {12} hours each, the day shift shall commence at 8:00 a.m. and finish at 8:00 p.m. The second shift shall commence at 8:00 p.m. and finish at 8:00 a.m. There shall be three (3) breaks for a duration of ten minutes in trailer each on each shift, at 10:00 a.m., 2:00 p.m., 6:00 p.m., 10:00 p.m., 2:00 a.m., and 6:00 a.m. There shall be two (2) one half (1/2) hour lunch breaks on each shift, at 12:00 noon to 12:30 p.m., 4:00 p.m. to 4:30 p.m., 12 midnight to 12:30 a.m. and 4:00 a.m. to 4:30 a.m.

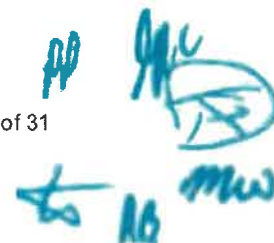
4:07 Any employees who report for work on their regular shift and for whom no work is provided shall receive four (4) hours pay at their applicable rate for that day unless they have been notified twenty four (24) hours prior, not to report for work. In the event of inclement weather, the employers are to provide reasonable notice relating to cancellation of work at least two hours prior to the starting of a shift.

If employees begin work and are otherwise unable to continue due to circumstances out of their control, then they shall be paid to mid shift. Also, if employees have worked to mid shift and are unable to complete their shift due to unforeseen circumstances then they shall be paid for the total day's shift.

4:08 All employees shall have a ten minutes in trailer break during each half of their shift. Coordination of same by job steward and superintendent as to time and place provided that all employees shall be at their jobs at the end of the break.

A hot meal will be provided when more than two (2) hours are worked over and above the normal shift on each particular project being worked.

A hot meal shall be supplied at the end of a regular shift. If meal cannot be supplied, in lieu of a hot meal an employer shall pay 1 hour overtime and allow a fifteen-minute break.



4:09 Employees working on a swing stage, scaffold, ladder, bosun chair or temporary working platform excluding temporary working platforms that are in good condition, solidly constructed, rigidly fixed to the structure by mechanical means and equipped with wore mesh fencing to prevent falling shall receive a premium over his regular hourly rate as follows:

Over 40 feet \$1.75 per hour

Heights shall be determined on the basis of vertical free fall to the base of the structure.

### Article 5 - Wages

5:01 A) The following wages shall be in effect for all new work bid after the effective date unless otherwise stated.

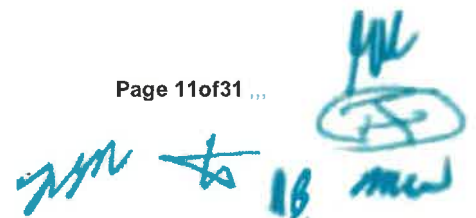
Effective upon signing of this Agreement, the hourly wage rate shall be as per Schedule "A" attached.

Increase: 15 % over 5 Years on Base Hourly Wage Rate

|              |     |
|--------------|-----|
| Upon Signing | 3 % |
| May 1, 2023  | 3 % |
| May 1, 2024  | 3 % |
| May 1, 2025  | 3 % |
| May 1, 2026  | 3 % |

5:01 B) The payment of wages will be accompanied by a statement showing:

- (a) Wage rate
- (b) Amount of hours paid for straight time;
- (c) Amount of hours paid at overtime;
- (d) Amount of premiums and allowances;
- (e) Vacation pay;
- (f) Holiday pay;
- (g) The amount and purpose of each deduction;
- (h) The name of the contractor issuing the payment;
- (i) The employee's name and payroll number;
- 0) Pension year to date
- (k) Health and welfare year to date



- 5:02 A) INDUSTRY FUND  
 The Employer shall remit a total of sixty cents (\$0.60) per person hour worked to the Newfoundland Construction Industry Fund. (Thirty cents (\$0.30) payable each to the CLRA and the NLBCTC.) Remit to Carpenters Local 579, P.O. Box 3040, Paradise, NL A11 3W2. HST is applicable on the CLRA industry funds (\$0.30).
- 5:02 B) STABILIZATION FUND  
 The Employer shall remit one dollar (\$1.00) per person hour worked to the Stabilization Fund. The Administration and Operation of the Stabilization Fund will conform to the attached Agreement and Agreement and Declaration of Trust. This fund is to be Jointly Administered by six (6) trustees, three (3) Management and three (3) Union as appointed by the Union and CLRA. Remitto UBC579Target Fund, P.O. Box 3040, Paradise, NL AU 3W2.
- 5:02 C) LOCAL 579 JOINT BUILDING, ORGANIZING, TRAINING FUND  
 For all new work bid after effective date of signing, the Employer shall remit for each person hour worked, the contributions to the Training Fund, Building Fund, Organizing Fund, as defined in Schedule A. The building and training contribution shall be remitted to UBC Local 579, P.O. Box 3040, Paradise, NL A11 3W2, and the organizing contribution shall be remitted to ACRC, 82 Timothy Avenue, Hanwell, NB E3C 2B8, no later than the 15<sup>th</sup> of the month following the month in which the hours were worked.
- 5:02 D) Contributions to all of the foregoing Funds: S:02A and 5:02B shall be remitted no later than the 15<sup>th</sup> of the month following the month in which the hours are worked. Any funds remitted two weeks past the due date of the 15<sup>th</sup> of the month following the month worked shall be subject to a 20% penalty.
- 5:03 A) Foreperson : For the purpose of Article 5:03 all working forepersons, non-working forepersons and general forepersons will be journeypersons of local 579. Best efforts will be made to ensure that all forepersons shall be selected based on relevant trade skill set and all terms of the Collective Agreement will apply.
- 5:03 B) The ratio of Forepersons on Commercial Work shall be:
- |                       |                          |
|-----------------------|--------------------------|
| 1 - 8 Employees       | 1 Working Foreperson     |
| 9 - 16 Employees      | 2 Working Forepersons    |
| 17 - 24 Employees     | 3 Working Forepersons    |
| 25 Employees          | 1 Non-working Foreperson |
| 30 and over Employees | 1 General Foreperson     |



- 5:03 C) The ratio of Forepersons for Industrial Work shall be:
- |                       |                                                    |
|-----------------------|----------------------------------------------------|
| 1 - 8 Employees       | 1 Working Foreperson                               |
| 9 - 16 Employees      | 1 Non-working Foreperson                           |
| 17 - 24 Employees     | 2 Non-working Forepersons and 1 Working Foreperson |
| 25 and over Employees | 1 General Foreperson and 2 Non-working Forepersons |

This ratio shall repeat itself with increased workers.

5:03 D) FOREPERSON'S COMMERCIAL/INDUSTRIAL WAGE RATES

The Change Rate of Pay for Commercial/Industrial Work shall be:

|                        |      |
|------------------------|------|
| Upon Signing           |      |
| Working Foreperson     | 110% |
| Non-Working Foreperson | 115% |
| General Foreperson     | 120% |

5:04 Vacation pay allowance and statutory holiday pay allowance shall be 13% of gross earnings paid weekly.

5:05 An employee desiring to take a vacation who meets with the provisions of the Vacation with Pay Act shall notify the employer in writing and date of same shall be approved by the employer before vacation is taken.

5:06 The following shall be recognized statutory holidays:

|                       |                                          |
|-----------------------|------------------------------------------|
| New Year's Day        | Civic Holiday                            |
| Good Friday           | Labour Day                               |
| Victoria Day          | Armistice Day - Nov 11                   |
| Dominion Day • July 1 | National Day of Truth and Reconciliation |
| Christmas Day         | Boxing Day                               |
| Thanksgiving Day      |                                          |

and any other Holiday(s) that may be proclaimed by Provincial Government during the life of this Agreement.

Civic holiday should be taken on the first Monday in August which is recognized across the country but an exception may be made for the employees in the St. John's area for Regatta Day.

There shall be no substitution of Dominion Day (Canada Day) and Armistice Day. They shall be observed on the day they fall out of respect for the fallen soldiers that they represent.

Work performed on any of the above days shall be paid at double (2 X) the regular rates. Should any holiday specified in this Article fall on Saturday or Sunday, such holiday shall be observed on the Monday immediately following.

It is agreed that the first day decided upon by the Regatta Committee shall be the day observed by all employers covered by this Agreement and no other. Regatta Day shall only apply when the employer is operating within the St. John's or Metro area.

5:07 Ratio of Apprentices shall be a minimum of one (1) apprentice to every three (3) certified Journeymen. The maximum ratio of apprentices shall be one (1) apprentice to one (1) certified journeyman as per Industrial training.

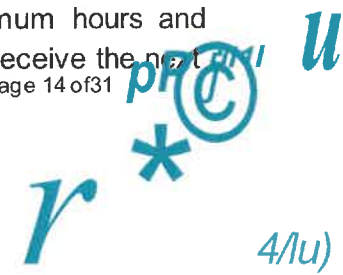
The rates for apprentices shall be:

| Period           | Number of Hours Complete | Courses Complete                    | Rate of Journeyman's Pay |
|------------------|--------------------------|-------------------------------------|--------------------------|
| Carpenter Helper | 0                        | 0                                   | 60%                      |
| 1 First          | 1000                     | Direct Entry - No Courses Completed | 65%                      |
| Second           | 2200                     | 18                                  | 70%                      |
| Third            | 4200                     | 19-20                               | 80%                      |
| Fourth           | 6200                     | 21-22                               | 90%                      |
|                  |                          | 23-24                               |                          |

Local 579 will be recognized as the sole employer of all union Carpenter Apprentices in the Province of Newfoundland and Labrador for the purpose of apprenticeship training. The United Brotherhood of Carpenters and Joiners of America, Local 579 will be given full authority to remove any carpenter apprentice from a jobsite for failure to fulfill his or her apprenticeship contract obligations. Further, each apprentice will be able to return to his/her job after the proper in-school training, if the job is continuing.

Each candidate for apprenticeship must have successfully completed a high school program or equivalent and in addition may be required to have completed certain academic subjects as specified in particular plans of training. Mature students, at the discretion of the Provincial Director of Institutional and Industrial Education, may be registered. A mature student is defined as one who has reached the age of 19 and who can demonstrate the ability and the interest to complete the requirements for certification.

The direct entry apprentice's (with no work or school experience) starting rate of pay will be 50% of the Journeyman's rate. When they attain the maximum hours and successfully complete the maximum courses for that period they will receive the next rate.



wage scale increase. When the apprentice finishes one period of training, and schooling, they will not get an increase in pay regardless of how many hours they have accumulated until they present a validated Log Book and have returned to school again.

The terms of apprenticeship for Carpenters shall be 7,200 hours actually occupied in the trade, and successful completion of all courses.

The employer shall be required to hire certified Carpenters and Registered Apprentices when same can be provided by the Local 579.

### Article 6 - Union Rights

6:01 A) INDUSTRIAL HIRING

Hiring shall be done in co-operation with the union with 50% hired directly from the union office and 50% requested by the employer, and-at all times both parties must maintain the apprentice ratio in accordance with Article 5.08. But-all names must be submitted to the union office. When the employer submits the names of carpenters, such carpenters shall be referred to the employer for hiring provided said carpenters are members of the Local Carpenter's Union and in good standing. All members shall be dispatched by way of a referral slip issued by the local union and authorized by the dispatcher. In the event the union cannot supply carpenters within three (3) business days from the point/day of request excluding weekends and recognized Union holidays identified in the Collective Agreement, the Union agrees the employer can hire from other sources. Companies will give prior notice of who is being hired and qualifications. Non-union carpenters shall join the Union within seven (7) days and members in arrears shall square arrears within seven (7) days as a condition of continued employment. In order to protect the apprenticeship program, in the event that the employer shall notify the Union of the names of the employees on the same day of employment, in turn the union agrees not to approve application from these employees for a period of four (4) working days. If during the interval, the employee is found by the employer to be incompetent, the Union shall be notified forthwith. Otherwise, layoffs to be followed on the same ratio as the hiring.

6:01 B) COMMERCIAL & INSTITUTIONAL HIRING

During the term of this Agreement, the Employer shall select a core group of nine (9) out of the first ten (10) employees with the second selection being a Union choice for Shop Steward , then 50% union and 50% company hiring shall take effect. The employer may transfer after notification to the Union from job to job all journeyman carpenters and apprentices on commercial and institutional work and on all other work where there is non union competition bidding on that specific work. Prior to hiring, all names must be submitted to the union office and the Union shall have three (3) business days to supply.

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All unionized employees must be in good standing with the union. In the event that unionized carpenters are not available, the union agrees that the employer can hire qualified I.P. carpenters/ticketed scaffolders and registered apprentices from other sources. These employees shall complete all paperwork and join the union prior to starting work. No applicants will be accepted by the Union without the proper documentation for membership.

The employer will have a two-week assessment period to determine the suitability of all employees. Notification to be provided to the union.

- 6:02 It is the responsibility of the Union to notify the employer in writing of any employee who has refused to join the Union or any member who refuses to maintain membership in good standing and an employer shall not be required to release an employee until notice in writing has been received.
- 6:03 The employer shall deduct Working Dues each month from the wages of each employee within the Union Jurisdiction three and one-half (3 ½%) percent of gross earnings, excluding room and board, vacation pay and travel expenses. These deductions shall be made on a weekly basis.
- 6:04 Remittance of Union membership dues accompanied by an itemized list in duplicates, showing the full names, Union ID, addresses and amount by individuals and totals by work areas shall be sent to the Local Union as soon as possible but in any event not later than the 15<sup>th</sup> day of the following month worked. Remit to ACRC, 82 Timothy Avenue, Hanwell, NB E3C 288. Any funds remitted two weeks past the due date of the 15<sup>th</sup> of the month following the month worked shall be subject to a 20% penalty.
- 6:05 There shall be no discrimination due to age factor, established between the employer and the carpenter employees who work under the terms of the Agreement.

#### Gender Clause

The union and the employer should be committed to gender equality in the workplace and workers should be dispatched from the out of work list based on their position on the list and their qualifications for the job.

#### Workers 55 years of age and over Clause

The parties must recognize the experience and skills of older workers as valuable assets and give equality to older workers.

#### Anti - Harassment or Bullying

The contractor and the union shall take all reasonable steps to maintain a working environment which is free from harassment as defined in the Human Rights Code.

For the purpose of this article, sexual harassment includes:

- (1) Unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted.
- (2) Implied or expressed promise of reward for complying with a sexually orientated request.
- (3) Implied or expressed threat or reprisal in the form either of actual reprisal or the denial of opportunity for refusal to comply with a sexual orientated request.
- (4) Repeated sexually orientated remarks and behavior, which may reasonably be perceived to create negative psychological and/or emotional environment for work.

For the purpose of this article, harassment and or bullying includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the employers, supervisor, a co-worker, or another member of the bargaining unit, which disrespects or causes humiliation to an employee because of race, color, creed, ancestry, age, place of origin or ethnic origin.

- 6:06 Employees shall receive four (4) hours' notice of lay-off or four (4) hours pay in lieu thereof. Employees shall give four (4) hours' notice to their employer before terminating employment. In both cases employees shall have (30) thirty minutes to pick up tools and clear the work site.
- 6:07 All wages shall be paid weekly either on the job by Thursday of each week on company time before regular quitting time, or direct deposit by Thursday of each week. When carpenters are laid off, they shall receive their wages in full immediately upon termination, if possible, but not later than the next ensuing pay day. The pay period shall comply with the Employment Insurance definition of pay period.
- 6:08 Allocated space for a heated lunch room and separate change room shall be provided for carpenters to eat their lunch and change their clothes. On Commercial and Industrial Construction jobs that are static in nature and are for a duration of 15 days or more, regularly employing seven (7) or more, carpenters' lunch room and change room shall be separate from that allotted to other trades and it shall be the responsibility of the carpenter foreperson, job steward, the employer and the carpenters to keep said lunch room and change room in a sanitary condition. The Employer will provide the necessary facilities to provide hot drinks and meal (electric kettle and microwave, paper towels), and clean drinking water. Earth closet facilities shall be provided on all jobs immediately on start of footings, where municipal sanitary laws permit. Toilets are to be installed on multiple levels on sites where applicable.

Handwritten signatures and initials in blue ink, including "PP", "JML", and a circular stamp.

6:09 The employer agrees to furnish a heated locked space for the safekeeping of all necessary individual carpenter's tools and clothes on all jobs. The tool list is to be checked by the Superintendent or Foreperson at the time of hiring. Same to be kept locked when carpenters are not working. All tools, clothes that are damaged, destroyed or lost following a fire or break-in, broken or deemed unusable, that have been deemed adequate by the supervisor or foreperson shall be replaced. The employee shall produce vouchers necessary to determine the value of the tools and clothes. Employer shall provide signed documentation for employees to claim expense for tools, clothes, etc. attached with their T4 slips

The minimum tool list required: See Schedule 1

It is agreed that when tools and equipment are supplied by the employer, the carpenter is obligated to exercise reasonable care to protect such tools and/or equipment. Employees shall not be required to loan their tools.

6.10 Employees who are off work due to an on-the-job accident, shall be permitted to return to the job providing work in their classification is still available and providing they have a full medical clearance for work.

### **Article 7 - Board and Travel**

7:01 When employees are requested by the employer to use their own vehicle for the convenience of the employer, they shall be compensated at \$0.68 per kilometer for the duration of this Agreement. Employees shall not be discriminated against for refusing to use their own vehicles.

When camp accommodations are not provided, an employee who is directed to the job site by the company and referred by the union whose primary residence is located outside one hundred {100} kilometers on Industrial Projects and one hundred fifty {150} kilometers on Commercial Projects from the job site shall receive free board and lodging. If free board and lodging is not provided, employees shall receive a living out allowance of ninety-one dollars (\$91.00) on signing, ninety-five dollars (\$95.00) effective May 1, 2023, and ninety-eight dollars (\$98.00) effective May 1, 2024 per day worked with a valid receipt where they are accommodated overnight

Employees on industrial job sites who are obligated to remain on the jobsite and their primary residence is located one hundred (100) kilometers from the jobsite shall receive seven {7} days room and board provided they work their full regularly scheduled shift. In the event employees do not complete their scheduled shifts, they shall receive room and board for days worked unless off for medical reasons (doctor's note required) or pre-approved time off.

In order to qualify for the Living Out Allowance (LOA), the member will have to supply the following information at the time of hire:

One (1) of the following pieces of information: Property Tax Assessment, Utility Bill/Home Telephone Statement, Rental Agreement (Tenancy Lease), Work Visa/Work Permit.

Plus one (1) of the following recent pieces of information: Driver's License/Vehicle Registration or Pink Card, CRA Taxpayer's Notice of Assessment/Service Canada Documents, Rental or Home Owners Contents Insurance Policy.

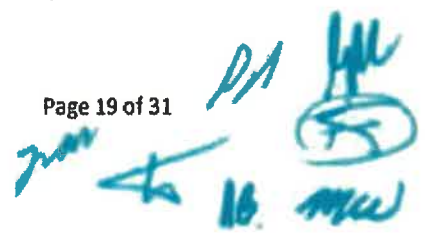
The name of the member and current address must be clearly indicated on the documentation provided.

- 7:02 On any job site where camp accommodations are provided, all employees shall be provided such accommodations free of charge.
- 7:03 Employees living in camps shall have transportation from the camp to the job site and return provided daily. Vehicles used for transportation of workers must meet the requirements of motor vehicle registration.
- 7:04 Any employee covered by this Agreement when transferred shall be paid straight time for time spent travelling to a maximum of one regular shift for each day spent travelling and in addition shall be provided with free transportation and free board and lodging while being transferred. If free board and lodging is not provided, the employee shall receive the applicable room and board allowances as per Article 7:01.
- 7:05 Carpenters transferred or sent from the Island to Labrador or from Labrador to the Island, shall be provided travel time plus return travel expense provided they remain on the job until their termination or four (4) weeks whichever is the shorter period. Should employees be forced to leave the job because of illness, they shall be entitled to the above notwithstanding the time limits. However, return air fare at the employer's cost shall be paid every four (4) weeks whether the employee returns home or remains actively at work in Labrador or on the Island. Turnaround time to and from Labrador should be 28 days with 9 days turnaround: 1 day for travel, 1 week home, 1 day for return travel.

When working on turnaround jobs, the employer shall only pay double time for all hours worked beyond the regular scheduled shift, when the employer requests that the employee stay and work beyond the regular scheduled shift.

### **ARTICLE 8 - Health and Safety**

- 8:01 Employer and employees shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations.



8:02 Employees shall not be required to work with unsafe equipment, nor where proper safeguards are not provided nor under conditions which are injurious to health.

8:03 All tools, powered or otherwise used on all projects for work under jurisdiction of the United Brotherhood of Carpenters and Joiners of America, Local 579 shall be operated only by a bona fide member of the Carpenters Union under this Agreement.

8:04 Each employer shall provide sanitary drinking water and facilities for the boiling of water on all jobs.

8:05 (A) On all heavy industrial jobs, the employer shall supply weather appropriate coveralls, gloves, hard hats, liners and goggles or any other additional work wear that is necessary for the employee who shall return them on completion of the job.

(B) The following safety apparel will be made available in the manner indicated, as required by work being done on sites: (1) Hard Hat (2) Safety Glasses - non prescription (3) Safety Vests (4) Goggles, face shield (5) Safety ear protection (6) Gloves ( 7) Dust Masks.

Employees will be issued this equipment. Should any of the provided safety items be made unserviceable through normal wear and tear during the employees' continued employment with the contractor, a new item will be given to the employees upon their presenting the unserviceable item to their supervisor.

(C) Specialized safety equipment (e.g. Body harness) not listed above will be supplied to the employees as required and will be returned immediately after job completion.

8:06 The employer shall cover off all cost to employees for any health test or medicals that are required by the employer; including travel, accommodations, and wages for time involved.

#### **Article 9 - Jurisdictional Disputes**

9:01 The employer recognizes the craft jurisdiction of the Local Union as specified in the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America, Local 579 to the same extent as the craft jurisdiction of other building trades unions is recognized.

9:02 In the event any jurisdiction dispute should arise between the Union regarding work covered by the scope of this Collective Agreement, it shall be settled without stoppage of work based upon local area practice. If the parties cannot agree upon local area practice, the matter shall be referred to grievance as per Article 10.

**Article 10 - Grievance Procedure**

10:01 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 violation of any of the provision of this Agreement.

10:02 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:

STEP 1 The matter shall be taken up with the foreperson by the employee and/or Job Steward and/or Business Agent. Failing settlement within one (1) clear day then with a further two (2) clear days.

STEP 2 The matter shall be taken up with the Superintendent by the Job Steward and/or Business Agent. Failing settlement within two (2) clear days, then within a further five (5) clear days.

STEP 3 The grievance shall be put in writing within five (5) clear days. If the grievance is not then solved or if the employer fails to make reply within the aforementioned five (5) clear days, then within a further ten (10) days either party may refer the matter to Arbitration.

10:03 In submitting any matter to Arbitration, the parties hereto shall agree by midnight of the last day of the grievance procedure upon the appointing of a single arbitrator or arbitration board to arbitrate the grievance.

10:04 If the parties fail to appoint an arbitrator within the time limit, either party may inform the Minister of Labour and Manpower who may appoint any Arbitrator.

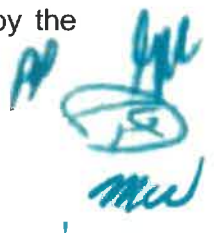
10:05 The arbitrator appointed under this Article shall have the power conferred upon arbitrators under the Labour Relations Act and without restricting their power and authority, their decision shall be an order and may require:

(A) Compliance with the agreement in a stipulated manner;

(B) Reinstatement of an employee in the case of dismissal with or without compensation.

10:06 The decision of the Arbitrator shall be rendered within forty-eight (48) hours of appointment unless a time extension is otherwise mutually agreed by the parties hereto.

10:07 Expenses and remuneration incurred under this Article shall be shared equally by the Union and the employer.

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## **Article 11-Steward's Clause**

11:01 The Union Business Agent shall appoint Job Stewards on all jobs from the members on site. A Steward must be qualified to do the necessary work. The Job Steward shall not exercise supervisory functions while acting as Job Steward. There will only be non-working Stewards when agreed to by both Union and Employer, the Stewards shall be permitted reasonable time without loss of pay to assist in adjusting any problems that may arise on the job where they are employed. A steward shall be a Journey person. The union business agent shall appoint job stewards on all jobs and the steward shall be the second person on site. In the event of shift work there will be a job steward on each shift.

The job Steward shall be given an option to work all available shifts.

11:02 The Union shall notify the employer in writing of the appointment of a steward.

11:03 The Steward shall not be discriminated against and shall be the last carpenter (excluding supervisors) laid off, providing that the Steward is qualified to perform the work remaining in the trade. If after the trained Job Steward is appointed, there is a lay-off or work stoppage for any reasons, it is agreed that if available, the Steward so appointed shall be the first carpenter hired back on such job when work resumes.

11:04 No steward shall be dismissed for disciplinary reasons until after consultation with the Union Representative.

11:05 The employer shall grant to accredited representatives of the International Union, the Executive Secretary Treasurer and Union Representatives of the Local Union and the Business Manager of Trades NL, access to all jobs. The Union's representative shall notify the employer's representative upon arrival on any job site.

## **Article 12 - No Strike or Lockout**

12:01 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 Trades NL, other than those specifically permitted to work by some term or provision of this Agreement while not being Trades NL 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 13 - Management Rights

13:01 The Union agrees and acknowledges that the employer has the exclusive right, subject to limitation by the terms of this Agreement, to manage the business including the right to transfer employees from job to job, hire, direct, and promote carpenters to supervise the carpentry trade, discharge carpenters for just and sufficient cause, and increase the working force.

Article 14 - Health and Welfare

14:01 For all new work bid after effective date of signing, the Employer shall contribute for each person hour worked the commercial and for each hour earned in the industrial to the Health and Welfare Plan:

Amounts as per Schedule "A" attached.

14:02 Payment shall be made to the administrator appointed by the Trustees. Remit to ACRC Trust Fund, C/O Coughlin & Associates, P.O. Box 764, Winnipeg, MB R3C 2L4.

14:03 Payments 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 said welfare plan for the amount of any contributions not so paid, but shall be responsible for claim or benefits lost to the employee or employees and family by reason of the failure to make payment in the amounts and at the times provided herein. The employer shall also 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 the hours worked by each employee during such calendar month. Any funds remitted two weeks past the due date of the 15<sup>th</sup> of the month following the month worked shall be subject to a 20% penalty.

14:04 The Trust Document under which the fund is controlled shall provide for equal trusteeship from the employer and from the Union.

14:05 Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:

- (1) The Union will advise the employer in writing of any delinquency.
- (2) If the employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the employer, or the employer's representative to provide for the payment of funds.

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- (3) Should the matter not be resolved at the above-mentioned meeting, the matter shall be referred directly to arbitration. Any arbitration under this Article shall be paid in full by the employer including benefit trust legal cost and a twenty percent (20%) penalty on the outstanding amounts. Should the Arbitrator find in favour of the employer, all costs including benefit trust legal costs, shall be paid by the Trust or Union.

14:06 The employers bound by this Agreement hereby covenant and agree to be bound by all terms of the trust agreement governing the Newfoundland Carpenter's Union Welfare Trust Fund as established by a Trust document dated the pt day of July 1974 and all amendments thereto.

### **Article 15 -- Pension**

15:01 For all work, the Employer contribution to the Pension Plan shall be for all hours worked on commercial and all hours earned on industrial.

Amounts as per Schedule "A" attached.

Any member who is receiving their union pension may request in writing for pension contribution to be added to their hourly wage.

15:02 Payment shall be made to the administrator appointed by the Trustees. Remit to ACRC Trust Fund, C/O Coughlin & Associates, P.O. Box 764, Winnipeg, MB R3C 2L4.

15:03 Payments 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 said welfare plan for the amount of any contributions not so paid, but shall be responsible for claim or benefits lost to the employee or employees and family by reason of the failure to make payment in the amounts and at the times provided herein. The employer shall also 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 the hours worked by each employee during such calendar month. Any funds remitted two weeks past the due date of the 15<sup>th</sup> of the month following the month worked shall be subject to a 20% penalty.

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- (3) Should the matter not be resolved at the above-mentioned meeting, the matter shall be referred directly to arbitration. Any arbitration under this Article shall be paid in full by the employer including benefit trust legal cost and a twenty percent (20%) penalty on the outstanding amounts. Should the Arbitrator find in favour of the employer, all costs including benefit trust legal costs, shall be paid by the Trust or Union.

15:06 The employers bound by this Agreement hereby covenant and agree to be bound by all terms of the trust agreement governing the Newfoundland Carpenters' Union Pension Trust Fund as established by a trust agreement dated the pt day of February 1980 and all amendments thereto.

#### **Article 16 - Union Label**

16:01 The employers agree with the Union efforts in promoting the greater use of goods and materials bearing Union Labels and further agree to make reasonable effort to purchase and use same.

16:02 The Construction contractors agree that there is a greater need for closer cooperation between themselves and unionized plants in the province and further agree that during the life of this Agreement, every effort will be made to effect greater cooperation and further agree to purchase in as far as possible and where competitive all mill and cabinet work, etc. Should it be found by the Union's representative that any contractor is not adhering to the above, carpenters working for such contractor or contractors may refuse to handle and install non-union made goods and material.

#### **Article 17 -Bereavement Leave**

17.01 The employer shall pay up to three (3) days bereavement leave to any employees who suffer the loss of a member of their immediate family (parents, spouse, common-law partner as per Provincial Statutes, children, brothers, sisters, step-brothers, step-sisters, father-in-law, mother-in-law, and grandchildren, grandparents, step-child, brothers-in-law and sisters-in-law, or other relative or dependent living in the same principal residence).

17:02 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.

17:03 To be eligible for bereavement leave, an employee must supply appropriate documentation.

### **Article 18 - Organizing**

18:01 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 section of the construction industrial. The members of the committee will meet regularly to exchange information and to assess the impact and success or 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 situations where no unionized work is available. The joint committee shall, upon a quarterly basis, assess the progress or organizing and determine the appropriate adjustment of wages in the light commercial section to reflect increased organization. In the event that the joint committee is unable to agree upon an adjustment to the light commercial rate to reflect success in organization, then either party may submit the matter to binding arbitration in the same manner provided for the final resolution of a grievance under this Agreement.

### **Article 19 - Turn Around Clause**

19:01 Remote site means a work site that is not connected to the main centers by a road system or public sea or air transportation systems.

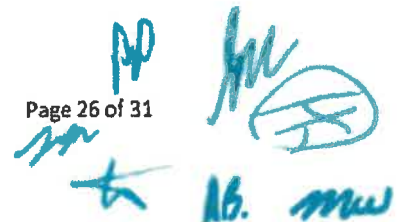
Employees shall be entitled to turn around leave of nine (9) days following twenty-eight (28) days of employment.

Employees on turn around leave shall be paid for (at the employer's cost) the cost of transportation from the work sites to an agreed central point.

Employees returning from leave shall be paid waiting time not to exceed a regular day's pay.

Turn around list shall be posted one (1) week prior to turn around.

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**Article 20 -- Disciplinary Procedure**

20.01 Notwithstanding site, project, or owner specific rules, the following disciplinary procedure should be followed regardless of the amount of time on the project:

1. Warn the employee verbally of the offence. Warning notice is to be signed by the employee's Supervisor and Steward (where appointed). Copy of warning notice is to be mailed to the Union office.
2. Second offence: Warn the employee in writing of the offence. Warning notice is to be signed by the employee's Supervisor and Steward (where appointed). Copy of warning notice is to be mailed to the Union office.
3. Any further offence calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
4. Any offence after suspension, employee to be dismissed.
5. The above is not applicable to the following: safety violations, safety absolutes, intoxication, insubordination, theft, altercation on site, and illegal work stoppages which will be subject to dismissal unless determined otherwise by investigation.
6. Site or company specific safety violations or violations of owner-stipulated rules may be grounds for dismissal. All employees shall be treated equally under this Article.
7. Notice shall be sent to the Union whenever an employee is dismissed under Article 20:00

**Article 21-- Enabling Clause**

21:01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual agreement of the Union and the Association when they deem it prudent. It is understood and agreed that where mutual agreement for such changes cannot be achieved, the request shall not be subject to either Grievance or Arbitration.

**Article 22 - Employment Orientation Courses**

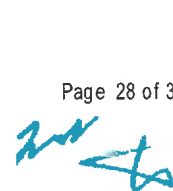

All employment orientation courses and any other orientation course required by an employer are to be paid at the straight time rate based on the employer's allotted time per course.

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**Article 23 -- Term of Agreement**

23:01 This Agreement shall be binding upon the United Brotherhood of Carpenters and Joiners of America, Local 579 and its members and upon the employer and shall become effective upon the date of signing, and shall remain in full force and effect until and including the 30<sup>th</sup> day of April 2027, and shall continue from year to year thereafter; but should either party wish to change, add or amend this agreement, it shall give notice in writing at least thirty (30) days previous to the 30<sup>th</sup> day of April 2027, or the 30<sup>th</sup> day of April in any year thereafter. When such notice is given, it shall be the duty of the parties to hold a joint conference within 30 days of the giving of notice.

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**Signature Page**

Signed this 5 day of October 2022 in the City of St. John's in the Province of Newfoundland and Labrador.

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

FOR THE UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS OF  
AMERICA LOCAL 579



Andrew Batstone



Mike Williams



Chris Crotty



Neil Mulrooney



George Collins



Paul Pelley



Terry French

**Schedule 1 - Tool List**

Employer not responsible for cost of tools.

**Interior Systems Carpenters:**

|                      |                   |
|----------------------|-------------------|
| 2' Carpenter's Level | Snippers          |
| Key-holes saw        | 25' measuring     |
| Utility knife        | Dry line          |
| Chalk line           | Screw puller      |
| Plum-bob             | Hammer            |
| Nail bag             | Square            |
| Pencils              | 6" wire nippers   |
| Drywall hatchet      | Hand screwdrivers |

**General Carpenter Tools:**

|                      |                               |
|----------------------|-------------------------------|
| Claw Hammer          | Utility knife                 |
| 2' Level             | Framing square                |
| Chisel set           | Combination square            |
| Chalk line and chalk | Pry Bar                       |
| Dry line             | Plumb bob                     |
| Carpenter apron      | 24' or 8 m tape (as required) |
| Pencil               | Hatchet                       |

**Tools for Carpenters performing Form Work:**

|                  |                                 |
|------------------|---------------------------------|
| Claw hammer      |                                 |
| 2' Level         | Framing square                  |
| Chalk line       | Plumb bob - 12 oz or heavier    |
| Carpenters apron | 25' or 8m tape (as required)    |
| Pencil           | Adjustable wrench 12" or larger |
| Utility Knife    | Lineman pliers or end cutters   |
| Hatchet          | 4' level                        |

**Tools for Carpenters performing scaffolding:**

|                                   |                        |
|-----------------------------------|------------------------|
| Claw hammer                       | Magnetic Torpedo level |
| Side pouch                        | Wedge/punch            |
| Adjustable wrench - 10" or larger | 25' or 8m tape         |
| lineman Pliers or End Cutters     |                        |

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Schedule A - Wage Rates

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Letter of Understanding

**BETWEEN:** CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
NEWFOUNDLAND AND LABRADOR INC.  
(herein called "CLRA)

**AND:** THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF  
AMERICA, LOCAL 579  
(herein called "Local 579")

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Reference CLRA and Carpenters Local 579 Collective Agreement 2022-2027, the parties have agreed to add the following language to Article 7.01 for clarification purposes.

The free zone is 50 kilometers from the worker's primary residence to the employer's job site. Workers will be compensated \$0.68 per kilometer one way for travel above 50 kilometers but less than 100 kilometers for industrial work.

This Letter of Understanding will be part of the CLRA and Carpenters Local 579 Collective Agreement 2022-2027.

Dated this day of November, A.O., 2022

Agreed

Agreed



ForCLRA



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Witness



Witness

**Schedule A - Wage Rates**

**CLRA and Carpenters Local 579 Collective Agreement 2022-2027 - Commercial Wages Effective May 1, 2025**

| <u>Trade Classification (Group)</u> | <u>Basic Hourly Rate</u> | <u>Vacation Pay 10%</u> | <u>Holiday Pay 3%</u> | <u>Health &amp; Welfare Benefit</u> | <u>Pension Plan</u> | <u>Building &amp; Training Fund</u> | <u>Organizing Fund</u> | <u>Ind. Fund NIBCTC</u> | <u>Ind. Fund CLRA*</u> | <u>Rate Stab. Fund</u> | <u>Gross Hourly Package</u> |
|-------------------------------------|--------------------------|-------------------------|-----------------------|-------------------------------------|---------------------|-------------------------------------|------------------------|-------------------------|------------------------|------------------------|-----------------------------|
| Carpenter Trade Helper 60% of JP    | \$ 20.26                 | \$ 2.03                 | \$ 0.61               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 33.80                    |
| Apprentice 1 65% of JP              | \$ 21.95                 | \$ 2.20                 | \$ 0.66               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 35.71                    |
| Apprentice 2 70% of JP              | \$ 23.64                 | \$ 2.36                 | \$ 0.71               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 37.61                    |
| Apprentice 3 80% of JP              | \$ 27.02                 | \$ 2.70                 | \$ 0.81               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 41.43                    |
| Apprentice 4 90% of JP              | \$ 30.39                 | \$ 3.04                 | \$ 0.91               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 45.24                    |
| Journeyman Carpenter                | \$ 33.77                 | \$ 3.38                 | \$ 1.01               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 49.06                    |
| Welder Scaffolder                   |                          |                         |                       |                                     |                     |                                     |                        |                         |                        |                        |                             |
| Rope Access Technician              | \$ 40.77                 | \$ 4.08                 | \$ 1.22               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 56.97                    |
| Rope Access Technician Level 3      | \$ 48.77                 | \$ 4.88                 | \$ 1.46               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 66.01                    |
| Working Foreperson + 10% of JP      | \$ 37.15                 | \$ 3.71                 | \$ 1.11               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 52.87                    |
| Non-working Foreperson + 15% of JP  | \$ 38.84                 | \$ 3.88                 | \$ 1.17               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 54.79                    |
| General Foreperson + 20% of JP      | \$ 40.52                 | \$ 4.05                 | \$ 1.22               | \$ 2.80                             | \$ 5.85             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 56.69                    |

**CLRA and Carpenters Local 579 Collective Agreement 2022-2027 - Industrial Wages Effective May 1, 2025**

| <u>Trade Classification (Group)</u> | <u>Basic Hourly Rate</u> | <u>Vacation Pay 10%</u> | <u>Holiday Pay 3%</u> | <u>Health &amp; Welfare Benefit</u> | <u>Pension Plan</u> | <u>Building &amp; Training Fund</u> | <u>Organizing Fund</u> | <u>Ind. Fund NIBCTC</u> | <u>Ind. Fund CLRA*</u> | <u>Rate Stab. Fund</u> | <u>Gross Hourly Package</u> |
|-------------------------------------|--------------------------|-------------------------|-----------------------|-------------------------------------|---------------------|-------------------------------------|------------------------|-------------------------|------------------------|------------------------|-----------------------------|
| Carpenter Trade Helper 60% of JP    | \$ 23.33                 | \$ 2.33                 | \$ 0.70               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 38.41                    |
| Apprentice 1 65% of JP              | \$ 25.28                 | \$ 2.53                 | \$ 0.76               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 40.62                    |
| Apprentice 2 70% of JP              | \$ 27.22                 | \$ 2.72                 | \$ 0.82               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 42.81                    |
| Apprentice 3 80% of JP              | \$ 31.11                 | \$ 3.11                 | \$ 0.93               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 47.21                    |
| Apprentice 4 90% of JP              | \$ 35.00                 | \$ 3.50                 | \$ 1.05               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 51.60                    |
| Journeyman Carpenter                | \$ 38.89                 | \$ 3.89                 | \$ 1.17               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 56.00                    |
| Welder Scaffolder                   |                          |                         |                       |                                     |                     |                                     |                        |                         |                        |                        |                             |
| Rope Access Technician              | \$ 45.89                 | \$ 4.59                 | \$ 1.38               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 63.91                    |
| Rope Access Technician Level 3      | \$ 53.89                 | \$ 5.39                 | \$ 1.62               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 72.95                    |
| Working Foreperson + 10% of JP      | \$ 42.78                 | \$ 4.28                 | \$ 1.28               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 60.39                    |
| Non-working Foreperson + 15% of JP  | \$ 44.72                 | \$ 4.47                 | \$ 1.34               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 62.58                    |
| General Foreperson + 20% of JP      | \$ 46.67                 | \$ 4.67                 | \$ 1.40               | \$ 2.80                             | \$ 7.00             | \$ 0.50                             | \$ 0.15                | \$ 0.30                 | \$ 0.30                | \$ 1.00                | \$ 64.79                    |

\* Note: HST is applicable on CLRA Industry Funds.