



COLLECTIVE AGREEMENT

between

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON
WORKERS, LOCAL 764**

(the "Union")

and

MacGregors Industrial Group

(the "Company")

For Maintenance, Repair, Revamp, Renovation and Upkeep

in

THE PROVINCE OF NEWFOUNDLAND AND LABRADOR

Effective May 1, 2025 to April 30, 2026

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IRONWORKERS' MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of May, 2025

By and Between

MacGregors Industrial Group

hereinafter referred to as the "COMPANY"

and

the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local 764

hereinafter referred to as the "UNION"

for the purpose of maintenance, repair, revamp, renovation and upkeep work

in the Province of Newfoundland and Labrador

Whereas the Company is engaged in the business of plant maintenance (as defined in Article 5) with miscellaneous Industries, and this work is of importance to the Union, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Union on behalf of itself and its members, with the Company, wish to enter into an agreement for their mutual benefit covering work of this nature.

And whereas the Union has in its membership throughout the area members competent and qualified to perform the work of the Company.

And whereas the Company and the Union desire to mutually establish hours of work and working conditions for the Employees on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

And whereas the Company and the Union agree that due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

And whereas, it being recognized that all Employees covered by this Agreement, shall have the protection of all existing Federal, Provincial and Local laws applicable to Employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial or Municipal regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is now applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which law or regulation is not applicable.

It is, therefore, agreed by the undersigned Company and the undersigned Union that in consideration of the mutual promises and covenants contained herein, the Maintenance Agreement be made as follows:

ARTICLE 1.000 RECOGNITION

1.100 The Bargaining Unit under this Agreement shall comprise all Employees of the Company coming under the jurisdiction of the Union, now employed and employed in the future for maintenance work (as defined in Article 5) in the Province of Newfoundland and Labrador.

ARTICLE 2.000 THE COMPANY AND THE UNION

2.100 The Company recognizes the Union as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for its members.

2.200 The Company agrees to bargain collectively with the Union and both parties agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.

2.300 The Company and the Union agree that the Jurisdiction recognized herein for the Union shall be the Jurisdiction recognized by the AFL-CIO, provided, however, that if the Company or the Union are unable to agree upon which trade is to have jurisdiction over any group of employees, the Company will recognize one as having jurisdiction until such time as the Claimant Unions agree upon another. The work of any trade not party to the Agreement will not be interfered with by those party to the Agreement. The trades will not interfere with the decision of the Company to assign work.

2.400 The Company and the Union agree that if further trades are required outside of the union signatory to this agreement, they will be sourced from TradesNL member unions, based on traditional Jurisdiction.

ARTICLE 3.000 UNION SECURITY

3.100 All Employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Union and maintain such membership in good standing.

3.200 The Company will co-operate with the Union in providing employment to its members and the Union agrees to assist the Company by all means in their power to secure necessary skilled and competent workers.

3.300 In the event the Union cannot supply qualified workers within seventy-two (72) hours of the date requested (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers who must immediately apply for membership in the Union.

ARTICLE 4.000 SCOPE OF WORK

- 4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) performed by the Employees of the Company covered by this Agreement, within the Province of Newfoundland and Labrador.
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature (being work required to erect new facilities), in which event, the work shall be done in accordance with existing building construction agreements.
- 4.300 All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.
- 4.400 If any work requires a specialty skill set that cannot be fulfilled by the signatory Union, the Employer has the right to engage a third-party contractor outside the terms and conditions of the agreement, subject to consultation with the Union.

ARTICLE 5.000 DEFINITIONS

- 5.100 Maintenance shall be defined as any work (including repair, renovation, revamp, upkeep, etc.) performed within the limits of a plant property, or other locations related directly thereto on existing structures or equipment to keep a manufacturing or Industrial facility and/or its equipment and machinery operating.

All work performed by the company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.
- 5.200 Addition of spare machinery or equipment may be done under the maintenance agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 5.300 The word "repair" used with the terms of this Agreement, and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 5.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 5.500 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

- 5.600 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be adjusted in accordance with Article 6.000.
- 5.700 The term "Area Labour Agreement" or such term shall mean the existing Labour Agreement under which members of any of the International Unions who are members of TradesNL are employed in construction in the area where work under this Agreement is being performed.
- 5.800 Trade Discipline refers to multiple trades/classifications within the same union hall. Example: UA, Local 740 has both plumbers and pipefitters.

ARTICLE 6.000 GRIEVANCES

- 6.100 It is agreed that it is the spirit and Intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 or the Union in Step 2 and shall be handled in the following manner. It is further agreed that grievances initiated by the Company will commence at Step 2 and shall be handled in the following manner:

6.101 **Step 1**

Between the aggrieved employee and/or his Steward and the Company supervisor.

6.102 **Step 2**

Between the aggrieved employee, his Steward and/or Union Business Representative and his Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the Union.

6.103 **Step 3**

Between the Business Manager or Administrator of the Union and the Labour Relations Manager or the highest official of the Company.

6.104 **Step 4**

If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above, the matter may be submitted by the Union or the Company to an Arbitrator within 10 working days of the decision at Step 3.

- 6.105 Any matter in dispute between the Company and Union involving the interpretation, application, operation or alleged of any Article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by a single arbitrator.

- a) In arbitration proceedings, each party shall pay an equal share of the expenses of its Arbitrator.
- b) The Company shall provide the necessary facilities for the grievance meetings.

- c) Upon being referred to arbitration, the parties shall, within seven (7) days, agree on the single arbitrator. If the parties are unable to agree within seven (7) days, the parties shall defer appointment of the arbitrator to the Labour Relations Board.
- d) The Union will establish a Grievance Committee of three (3) representatives, and it shall be the sole Judge, on behalf of the Union, of whether or not a matter should proceed to arbitration. At all times it shall fully investigate all matters and give any affected person and the Union every opportunity to facilitate the Inquiry, and do so without undue delay.
- e) Where the Grievance Committee has declined to move a matter to the arbitration, its decision is binding on the Union and its member(s).
- f) Where the Grievance Committee approves a request to move a grievance to Arbitration, the Union will bear responsibility for all costs associated with the matter.
- g) The Executive Director will also sit on the grievance committee, as ex-officio.
- h) The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to arbitrate within the time limits as outlined above. This Notice shall state the matter at Issue and shall state in what respect the agreement has been alleged to have been violated or misinterpreted. The Notice shall also stipulate the nature of the relief or remedy sought.
- i) Within five (5) head office business days after the date of delivery of the foregoing notice, an arbitrator shall be appointed.
- j) After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but no longer than FORTY-EIGHT (48) hours following the hearing.
- k) Whenever the Incident causing the grievance Includes a loss of earnings or a loss in benefits, the arbitrator Is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee to the extent stated above. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- l) The decision of the arbitrator on the matter at Issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- m) Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written notice of such preliminary objection within five (5) head office business days of the appointment of the Arbitrator.
- n) The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual agreement.
- o) No grievance shall be lost through error in form or technical irregularity.
- p) Each party shall pay its own costs and fees and expense of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties. Members of the bargaining unit who are to be called as witnesses at the arbitration hearings shall receive permission to be absent from work with pay to attend such hearings.
- q) The Contractor and the Union may develop and implement a rate schedule for arbitrators as they are appointed.

ARTICLE 7.000 UNION REPRESENTATION

- 7.100 The designated Union Representative of the Union shall be permitted to visit on the job after reporting to the senior Representative of the Company on the job, but will not Interfere with the progress of the work.
- 7.200 Whenever security regulations prevent access to any Job or project, the Company or its Representative, will give all possible assistance to the Union Representative In obtaining the necessary pass or permission to gain access to such Job or project.

ARTICLE 8.000 STEWARDS

- 8.100 A Steward shall be a qualified worker appointed by the Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement.
- 8.200 At lay-off, the appointed steward will be one of the last three (3) employees on the job, provided he is qualified to do the work at hand.
- 8.300 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.
- 8.400 The Union Steward shall be the first person hired on the Job, and one of the last persons laid off, subject to ability and qualifications to perform the job.

ARTICLE 9.000 WAGES

- 9.100 Wage rates for maintenance work shall be \$0.75 per hour less than the base rates set forth in the Provincial Labour Agreement of the Union where such work is to be performed and shall be paid to all employees under the terms of this agreement. The base rates set forth in the Provincial Labour Agreement of the Union are as listed in Appendix "A" to this Agreement.

Wages shall be paid weekly by cheque or electronic deposit.

Maintenance wage rates and benefits shall be those that are set forth in the Provincial Labour Agreement of the Union.

- 9.200 Employees who are laid off or terminated from the services of the company, shall normally receive their final wages, vacation pay due, unemployment insurance record of earnings, and apprenticeship books, before they leave the jobsite.
- 9.300 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases, final wages, vacation pay due, and unemployment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays, and Statutory Holidays. EI Records of Employment (ROE's) may be filed

electronically, or at the employer's option be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Union Funds called for in the Area Labour Agreement shall be paid in accordance with the said Labour Agreement except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.

10.300 In the case of death in the employee's immediate family (parent(s), spouse, child(ren), grandparent(s), grandchild(ren), sibling(s), sibling(s)-in-law, parent(s)-in-law), three (3) days bereavement leave with pay will be given for time lost from the employee's regularly scheduled hours.

ARTICLE 11.000 COMPENSATION INSURANCE

11.100 For all Employees covered by this Agreement, the Company shall provide Workers' Compensation and other protective insurance as may be required by law.

ARTICLE 12.000 HOLIDAYS

12.100 All time worked on the following holidays shall be paid at the rate of double time.

The following days will constitute the recognized holidays within the terms of this Agreement. Any other holiday proclaimed by either Provincial or Federal Government will be automatically recognized within this Agreement.

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday following unless changed by mutual agreement between the Company and the Union Representative.

12.201 When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

12.202 Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

ARTICLE 13.000 REPORTING TIME

13.100 When an Employee reports for work, unless previously advised there is no work available, he shall be entitled to two (2) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, he shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

ARTICLE 14.000 TRAVEL AND SUBSISTENCE

14.101 Daily Travel: On those projects that are located between fifty (50) road kilometers to one hundred (100) road kilometers from the closest city/town hall or designated location to the individual's residence, the company shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the company shall pay to each employee a transportation cost at the rate of \$0.68 per road kilometer for each day worked or reported for work, from the jobsite paid one way

The transportation cost will be reviewed by the Union should there be general increases or reductions in the reference agreements.

14.102 Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred (100) road kilometers from the town hall/city from which the employee resides.

Subsistence will be paid at a rate of one hundred dollars (\$100.00) per day worked or reported for.

These amounts will be reviewed by the Union should there be general Increases or reductions in the reference agreements.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City/Town Hall of St. John's or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

Initial and terminal travel which will be paid as follows from the above:

100-200 Radius Kilometers	\$86.00 each way,
201-300 Radius Kilometers	\$122.00 each way,
301-375 Radius Kilometers	\$147.00 each way,
376-475 Plus Radius Kilometers	\$220.00 each way,

or total cost of commercial transportation from home town to Jobsite.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-six (476) road kilometers, initial and terminal travel amounts will be mutually agreed between the Union and the employer to a maximum of \$330.00 each way or total cost of commercial transportation from home town to Jobsite.

Initial and terminal travel amounts will be reviewed by the Union should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either Initial or terminal amounts are not entitled to any travel payments outstanding.

- 14.200 On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 14.101 if they reside outside a fifty (50) road kilometer free zone around the project.
- 14.300 On a subsistence project, employees domiciled outside a fifty (50) road kilometer zone around the job will be provided transportation to and from the job or paid \$0.68 per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

ARTICLE 15.000 WORK BREAKS

15.100 It is agreed that all Employees covered by this Agreement will be permitted ten (10) minutes in each half of their respective regular, daily hours of work to drink coffee or refreshments on the job in the area or areas designated by the Company. It is, however, understood that this shall be done in such a manner that will not stop the normal operation of the Job.

Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.

ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS

16.100 Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m., and the regular quitting time shall be four-thirty (4:30) o'clock p.m. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as Job conditions warrant.

As an option, ten (10) hours per day, Monday to Thursday or Tuesday to Friday may be worked at straight time. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

When establishing a four (4) day ten (10) hour work week, the employer will advise the affected local union office that a four (4) day ten (10) hour option is in place and declare if it is a Monday to Thursday, or Tuesday to Friday work pattern.

Where a multi trade project is scheduled under the four (4) ten (10) hour shift system and an employer secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ($\frac{1}{2}$) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ($1\frac{1}{2}$ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

16.200 All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid for at the rate of time and one-half (1 1/2) for the first two (2) hours of overtime. Any overtime beyond the first two (2) hours shall be paid at the rate of double time (2).

All time worked on Saturdays, Sundays and Holidays shall be paid for at the rate of double time (2).

Employees working a night shift shall be paid a night shift premium, as set forth in the Provincial Labour Agreement of the Member's Union

16.300 When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at double-time (2). When the Monday or Friday is worked, the first ten (10) hours will be at time and one-half (1-1/2) and all hours in excess of ten (10) hours will be at double-time (2).

16.400 Employees shall be at their posts prepared to start work at the regular starting time.

16.500 By mutual consent of the Company and the Union Representative, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular Job. For the purpose of this Article, the standard work day of eight (8) hours for the Job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

16.600 Overtime Meal Breaks: When an employee works beyond ten (10) hours per day he shall be entitled to a meal break and a meal supplied by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Company in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the Job.

When the four ten-hour day option is worked, recognizing emergency situations will arise, if the Company has not scheduled in excess of the ten (10) hour shift, the Company shall be granted a one-hour extension where a meal and meal break are not required.

When an employee works Scheduled Overtime (work performed on Saturdays, Sundays and Holidays) he shall be entitled to a meal break when overtime work exceeds ten (10) hours.

When an employee works Short Notice Emergency Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled overtime) he shall be entitled to a meal break when overtime work exceeds four (4) hours.

Entitlement to subsequent meal allowances will occur at approximately four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a subsequent meal, the thirty (30) minute break shall not count as overtime work.

16.601 When foremen are required to:

- 1) Start up to one (1) hour earlier; or,
- 2) Finish up to one (1) hour later; or,
- 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreman's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreman shall not be entitled to a meal or meal break as per Article 16.600 unless those provisions are applicable to the rest of the crew.

The Company's obligation in respect to a meal entitlement shall be discharged by:

- a) Provision of a meal up to \$25.00
- b) Payment In lieu at the rate of \$25.00

The Union may review this amount during the lifetime of this Agreement.

16.602 It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the employees:

- (i) a payment of twenty dollars (\$25.00) as a meal allowance;
- (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break; and,
- (iii) a fifteen (15) minute rest break at the applicable rate of pay.

Where a camp is provided, employees will not receive the twenty-five dollars (\$25.00) meal allowance where they are able to receive a camp meal at the end of their shift.

16.700 Subject to Article 16.100 on the establishment of a four (4) ten (10) hour day system, any provisions regarding minimum number of days to establish afternoon or midnight shifts are not applicable under this Agreement

16.800 Employees called out between regular shifts will be entitled to a minimum of two (2) hours pay at the applicable overtime rate for actual hours worked whichever is greater.

16.900 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period therefore it is established that the employee must have eight (8) continuous hours off between regular shifts or he will be paid overtime rates for all hours worked in excess of the first eight (8) until such times as he does have eight (8) continuous hours off.

It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break rule.

Time spent in site indoctrination sessions will not be counted as hours of work for the purposes of calculation of the sixteen (16) or eight (8) hours as noted above except when indoctrination is included as part of the regular work day.

ARTICLE 17.000 TRANSPORTATION

17.100 At plant locations where private transportation is not permitted, the Company shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate, when said distance is one-half (1/2) mile or more.

ARTICLE 18.000 SAFETY

18.100 The Employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the safety rules and regulations as established by the Owner, Company, applicable Area Labour Agreement, or applicable Safety Laws.

18.200 Where the Contractor determines after an employee had been hired, that the nature of the work will require the employee to be supplied with specific safety equipment to safely perform his/her duties, all such safety equipment and/or devices shall be supplied, at the Contractors expense, In accordance with the Intended use. Notwithstanding the foregoing, the Contractor shall provide to each employee upon commencement of employment, the following specific articles for use by the employee in the course of their employment on the Project:

1. one (1) safety hat colored by trade with a winter lining;
2. one (1) safety vest;
3. appropriate work gloves;
4. non-prescription safety glasses;
5. rain gear (jacket and pants) and appropriate clothing (including rubber boots) when the nature of the job requires such clothing as determined by the Contractor In its sole discretion; and,
6. such equipment shall be of reasonable quality, fit and size for the employee.

The employee will be responsible to provide his/her prescription safety eyeglasses and personal safety footwear required for normal working conditions.

18.300 Lunch Room and Facilities

The contractor shall provide and maintain clean, heated, sanitary facilities, which shall include modern flush toilets, urinals and wash basins, and, where this is not reasonably achievable, chemical toilets and pump tank facilities will be provided.

18.301 Fresh, safe drinking water and sanitary cups shall be provided to the employees.

18.302 The contractor shall provide lunch rooms and determine their locations, subject to restrictions of work area. Any and all handling will be controlled to ensure good sanitary conditions.

18.303 When Lunch rooms are used, they shall be kept heated and clean, with adequate size and seating capacity to accommodate the number of people using the facility. General lunch rooms shall be provided with reasonable amenities.

ARTICLE 19.000 APPRENTICES

19.100 The Union agrees that the needs of plant maintenance may warrant differing apprentice ratios than those established.

The Company is to follow the established ratios outlined in the respective construction reference agreements as a minimum unless other arrangements have been approved with the Local Union.

ARTICLE 20.000 HIRING AND TRANSFER OF WORKERS

20.100 The Company will be allowed to name hire up to fifty (50) percent of the members required for each trade/trade discipline (If applicable, as per local union hiring hall practices and article 5.800). The Business Manager of the Local Union has the discretion to permit higher percentages for name hires. Layoffs shall be conducted so as to maintain the 50/50 ratios, provided the remaining workers are qualified to perform the remaining work.

20.101 There shall be no "banking" of calls, and the Company shall not be permitted to include the unused allowance when hiring at a later date.

20.200 As a minimum, within the geographical area of the Union, the Employer shall have the right to transfer foremen between plant locations or to where work is being performed.

20.201 The Union recognizes the importance of the supply of skilled and ready-to-work employees on maintenance projects. The Union agrees to adopt the core training safety provisions which have been established by the individual component unions and outlined in their respective reference agreements.

20.202 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

20.300 Should an employee residing in camp accommodation be requested by the employer or the Clients' designated camp management personnel to move to another room or camp, he is to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours. This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees' furlough. Transportation will be supplied if required.

20.400 Welding Testing

When welders are hired on the Project, the Contractor shall be provided with a copy of the welder's existing and current welding certifications. When welders are hired on the Project, the Contractor hiring the welder shall compensate the applicable local union after referring the welder, five hundred (500) for each welding certification ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay at the straight time rate of pay for each ticket to compensate for time involved in completing each certification test. In the event a welder is laid off and rehired by the contractor, or another contractor working on the project, the contractor or the other contractor shall not be required to pay the five hundred (500) dollars for each ticket and the welder shall not be reimbursed pay if the same welding tickets are required.

The Contractor is responsible for the cost of Canadian Welding Bureau re-certifications if the certification expires more than one (1) year after the welder commences to work on the project. These re-certifications shall be without loss of pay to a maximum at one regularly scheduled work day at the employee's straight time rate of pay.

ARTICLE 21.000 CREW SIZE, SUPERVISION, and FOREPERSONS

21.100 The crew size shall be any number of workers required to safely perform the work and shall be increased or decreased at the discretion of the Company.

21.200 The determination of the number of foremen on maintenance work, and their designation as work or non-working foremen, shall be the responsibility of the Company.

The selection and retention of foremen will be the responsibility of the Company. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

21.300 Forepersons shall have a maximum of ten persons per crew. All Forepersons and General Forepersons shall be members of the applicable local union.

21.400 Composite Crews

In an effort to ensure productivity and efficiency in performing the work, the Employer may utilize composite crews. Employees assigned to a composite crew are expected to work cooperatively to maximize productivity. The Employer agrees that an effort shall be made to ensure that supervision shall be representative of the trades employed and further, that the primary function of any worker shall be the trade for which they are qualified. The Foreman leading the composite crew will be selected from the trade that comprises the majority numbers of the composite crew.

Decisions with respect to the assignment of work and the trade required to perform the work shall be made by the Employer, after consultation with the unions involved, and shall be based on a consideration of the following:

- skill, ability and qualifications required for performance of the work;
- safety, efficiency, cost, continuity and good management of the work; and
- core trade union competencies required to perform the work based upon the collective knowledge and practice of the Employer and the Unions involved.

There shall be no slowdown or work stoppages in respect to jurisdictional disputes. Jurisdictional disputes will not interfere in any way with the progress of work at any time.

ARTICLE 22.000 LOCKOUT AND WORK STOPPAGE

22.100 There shall be no lockout by the Company, and no work stoppages by the Union.

22.200 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

22.201 The employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

22.300 It is agreed the work force in effect on any site will not be employed on work that is affected as a result of a Building Trades construction strike or lockout.

ARTICLE 23.000 DISMISSAL AND DISCIPLINE

23.100 Disciplinary Action

The purpose of disciplinary action is to provide a consistent approach to managing behaviors through informal and formal corrective processes. The Parties agree to a progressive disciplinary procedure which provides for a consistent approach to managing behaviors through formal corrective processes, depending on the severity of the event, the employee will be afforded progressive disciplinary steps that provide the employee with the opportunity to correct or remedy their performance issues. These progressive steps will generally consist of verbal and written warnings, suspensions without pay and/or dismissal. The severity of the event will determine severity of the discipline, i.e., failure to comply with absolutes established for the Project would result in immediate dismissal. Employees shall be given the opportunity to have a Union Project Representative present during any disciplinary meeting with a Contractor, however, this shall not unduly delay the discipline process.

23.200 The Parties agree to the following steps of progressive discipline:

23.201 **Verbal Warning** - At this step there is no formal written communication with the Employee. This step is concerned with advising the employee that the actions or behaviors are inconsistent with policies or workplace standards; ensuring that the employee has the relevant policies or standards and understand them; advising the employee how her/his behavior is to be corrected and why. An employee may receive verbal warnings one or more times, depending on the similarity and relationship between events.

23.202 **Written Warning** - Discipline at this level will usually be the result of the employee not responding to previous verbal warnings or the nature of the action/behavior is more serious. This documentation, copy of which will be sent to the Union, will follow a meeting between supervisor and employee and shall include:

- 1) An Identification of the action/behavior that was discussed.
- 2) A statement that this action/behavior is unacceptable.

- 3) Confirmation that the employee will not repeat similar actions or behaviors.
- 4) An Indication that future events may result in moving to the next step in the disciplinary process including dismissal.

23.203 **Suspension Without Pay** - At this stage, previous disciplinary action has not produced the desired change in behavior/action or the event is sufficiently serious to warrant this level of discipline immediately. Documentation shall include all items in 23.202 above plus an indication that any future events requiring this level of discipline will result in immediate termination of employment

23.204 **Termination of Employment** - This step in the discipline process shall be either, when a suspension is not seen as having the potential for correcting a situation, given the employee's failure to respond to previous disciplinary action, or the severity of the action/behavior warrants termination. Examples of these can be found in Article 23.500 hereunder. At this level of disciplinary action, the employee is to be removed from the workplace immediately. Discharge shall be by written notice which notice will contain the reason for discharge. A copy of the notice given to the employee shall be forwarded to the Union immediately upon being given to the employee.

23.300 Discipline Severity

Although it is the intent to administer discipline on a progressive basis, the severity of the event will determine the level of disciplinary action.

23.400 Discharge

The Contractor shall not discharge nor suspend an employee without just cause.

23.500 Warning

No warning need be given to an employee before they are discharged for the following reasons:

- a) Theft;
- b) Possession, trafficking, consuming, or being under the influence of alcohol or drugs during working hours or at the workplace. This does not include circumstances where the employee is taking medication prescribed by their treating physician where they have been cleared to return to work;
- c) Physical assault on another person;
- d) Insubordination involving threatening behavior and/or physical contact;
- e) Willful damage to property or equipment;
- f) Gross negligence or willful action that exposes self or others to a serious and imminent safety risk;
- g) A history or record of repeated safety infractions; or,
- h) Failing to comply with safety absolutes established for the workplace by the Company, Contractor and/or the Owner.

23.600 Site Rules

In the event the Owner Safety Rules and Project Absolutes are more severe than those imposed by the Contractor, then the Owner/Client's rules shall apply.

ARTICLE 24.000 MANAGEMENT CLAUSE

24.100 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of its Employees, and the right to discharge or lay-off any Employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgment the spirit and intent of this Agreement has been violated.

ARTICLE 25.000 DURATION AND TERMINATION OF AGREEMENT

25.100 This Agreement shall become effective May 1, 2025, and will remain in full force and effect until April 30, 2026 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

25.200 Amendments may be made to this Agreement at any time by mutual consent.

ARTICLE 26.000 ELECTRONIC SIGNATURE

26.100 This collective agreement can be executed by a representative of each trade union by electronic signature or other electronic means. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the trade union physically signing a copy of the collective agreement.

As well, this collective agreement can be executed by a representative of the signatory employer by electronic signature or other electronic means. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the contractor physically signing a copy of the collective agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives:

FOR THE COMPANY:

At the _____ of _____, in the Province of Newfoundland and Labrador, this
_____ day of _____, 2025.

PER:

"I have authority to bind the Company."

FOR THE UNION:

At the City of St. John's, in the Province of Newfoundland and Labrador, this _____ day of
_____, 2025.

Jimmy Buisson, Administrator

"I have authority to bind the Union."

Appendix "A"

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

CLR& and Ironworkers Local 764 Collective Agreement 2022 - 2027 Commercial Wage Rates Effective May 1, 2025

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3.5%	Total Gross Hourly Wages		Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improvement Fund	Welding Testing Fund	I.I.	RSF	Industry Fund	Gross Hourly Package
Structural														
General Foreman	\$ 44.06	\$ 4.41	\$ 1.54	\$ 50.01	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 60.84
(+20% over JM rate)														
Foreman	\$ 42.23	\$ 4.22	\$ 1.48	\$ 47.93	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 58.76
(+15% over JM rate)														
Connectors	\$ 37.71	\$ 3.77	\$ 1.32	\$ 42.80	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 53.63
J Journeyman	\$ 36.72	\$ 3.67	\$ 1.29	\$ 41.68	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 52.51
Apprentices														
1st 1000 hours 70%	\$ 25.70	\$ 2.57	\$ 0.90	\$ 29.17	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 40.00
2nd 1000 hours 80%	\$ 29.38	\$ 2.94	\$ 1.03	\$ 33.35	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 44.18
3rd 1000 hours 90%	\$ 33.05	\$ 3.30	\$ 1.16	\$ 37.51	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 48.34
4th 1000 hours 95%	\$ 34.88	\$ 3.49	\$ 1.22	\$ 39.59	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 50.42
Rodman (Rebar)														
General Foreman	\$ 42.40	\$ 4.24	\$ 1.48	\$ 48.12	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 58.95
(+20% over JM rate)														
Foreman	\$ 40.63	\$ 4.06	\$ 1.42	\$ 46.11	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 56.94
(+15% over JM rate)														
J Journeyman	\$ 35.33	\$ 3.53	\$ 1.24	\$ 40.10	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 50.93
Apprentices														
1st 1000 hours 70%	\$ 24.73	\$ 2.47	\$ 0.87	\$ 28.07	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 38.90
2nd 1000 hours 80%	\$ 28.26	\$ 2.83	\$ 0.99	\$ 32.08	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 42.91
3rd 1000 hours 90%	\$ 31.80	\$ 3.18	\$ 1.11	\$ 36.09	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 46.92
4th 1000 hours 95%	\$ 33.56	\$ 3.36	\$ 1.17	\$ 38.09	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 0.60	\$ 48.92

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

CLRA and Ironworkers Local 764 Collective Agreement 2022-2027 - Industrial Wage Rates Effective May 1, 2025

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3.5%	Total		Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Improvement Fund	Trade Testing Fund	Welding Fund	I.I.I.	RSF	Industry Fund	Gross Hourly Package	
				Gross Hourly Wages	Health & Welfare Benefit											
Structural																
General Foreman (+20% over JM rate)	\$ 51.60	\$ 5.16	\$ 1.81	\$ 58.57	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 69.40			
Foreman (+15% over JM rate)	\$ 49.45	\$ 4.95	\$ 1.73	\$ 56.13	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 66.96			
Connectors	\$ 44.09	\$ 4.41	\$ 1.54	\$ 50.04	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 60.87			
J Journeyman	\$ 43.00	\$ 4.30	\$ 1.51	\$ 48.81	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 59.64			
Apprentices																
1st 1000 hours 70%	\$ 30.10	\$ 3.01	\$ 1.05	\$ 34.16	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 44.99			
2nd 1000 hours 80%	\$ 34.40	\$ 3.44	\$ 1.20	\$ 39.04	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 49.87			
3rd 1000 hours 90%	\$ 38.70	\$ 3.87	\$ 1.35	\$ 43.92	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 54.75			
4th 1000 hours 95%	\$ 40.85	\$ 4.09	\$ 1.43	\$ 46.37	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 57.20			
Rodman (Rebar)																
General Foreman (+20% over JM rate)	\$ 49.94	\$ 4.99	\$ 1.75	\$ 56.69	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 67.52			
Foreman (+15% over JM rate)	\$ 47.86	\$ 4.79	\$ 1.68	\$ 54.32	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 65.15			
J Journeyman	\$ 41.62	\$ 4.16	\$ 1.46	\$ 47.24	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 58.07			
Apprentices																
1st 1000 hours 70%	\$ 29.13	\$ 2.91	\$ 1.02	\$ 33.07	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 43.90			
2nd 1000 hours 80%	\$ 33.30	\$ 3.33	\$ 1.17	\$ 37.80	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 48.63			
3rd 1000 hours 90%	\$ 37.46	\$ 3.75	\$ 1.31	\$ 42.51	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 53.34			
4th 1000 hours 95%	\$ 39.54	\$ 3.95	\$ 1.38	\$ 44.88	\$ 2.50	\$ 6.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 55.71			