



MAINTENANCE AGREEMENT 2023- 2026

**Labrador West Area
Marshall Industries Limited**

Effective October 30, 2023

To

October 30, 2026

Maintenance Work Collective Agreement in Labrador West

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Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

WITNESSETH

WHEREAS, in connection with the maintenance work required for the Mining Companies in the Labrador West Region, including, but not limited to, Rio Tinto / IOC, Wabush Mines, Thompsons Consolidated, Arcelor Mittal, herein called the "Owner", near Labrador City, Newfoundland & Labrador, the designated Union Locals chartered by their International Unions have authorized the Newfoundland and Labrador Building and Construction Trades Council to act for and on their behalf as exclusive agent for collective bargaining, interpretation, application and administration of this Collective Agreement; and

WHEREAS, it is desirable to establish uniform and equitable rates of wages, hours of work, and working conditions to further the best interest of the workers; and

WHEREAS, the parties desire to promote harmonious relations and provide for a just settlement of grievances, disputes and differences; and

WHEREAS, the parties recognize it is to their mutual advantage to avoid strikes, work stoppages and delays in the prosecution of the work; and

WHEREAS, the parties agree to respect the responsibilities undertaken by the signing of this Agreement, bearing in mind that each of the parties has an obligation to the Owner and the public.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement, the following words and phrases have the respective meanings given below:

- a) "Council means Trades NL - the Newfoundland and Labrador Building and Construction Trades Council, composed of Unions or Union Locals who are, or

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become, signatories to this Agreement.

- b) "Unions" means those Unions or Union Locals who are members of the Council and are signatories to this Agreement.
- c) "Employer means any person, firm or corporation contracting to provide construction services for maintenance work at the project sites and are signatory hereto.
- d) Maintenance shall be defined as any work performed of a renovation, repair, relocation, or maintenance character within existing facilities. The word "repair" as used in this Agreement is work required to restore by replacement of parts of existing facilities to efficient operating condition. The word "renovation" as used in this Agreement is work required to restore by replacement or by revamping of parts of existing facilities to efficient operating condition. The term "existing facilities" is limited to a constructed unit already completed and this Agreement shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises. 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 referred to a permanent committee consisting of two representatives of the Employer and two representatives of the Union for resolution. In the event of a failure by this committee to resolve the dispute, it shall be handled as a Grievance, as provided for in this Agreement.

ARTICLE 2 - COUNCIL OF UNIONS

- 2.01 The Unions, jointly and severally, agree with the Employer and with each other to maintain the Council, composed of their accredited representatives, and they hereby delegate to the Council their rights as bargaining agents for members of their respective Unions who come within the scope of this Agreement, and they agree during the term thereof, not to seek to bargain individually with the Employer and to be governed exclusively by the terms of this Agreement, and by all lawful settlements of disputes, grievances and differences made pursuant to the terms of this Agreement.

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ARTICLE 3 - PURPOSE

- 3.01 The main purpose of this Collective Agreement is to establish equitable wages and certain working conditions to ensure a maximum of harmony in the conduct of Employee-Employer relations, and to preclude, to the maximum extent possible, any act that could delay the prosecution of the work on the Project.
- 3.02 The scope of this Agreement does not cover work performed by the Company within the industrial and commercial division of the construction industry as defined in the *Labour Relations Act*, R.S.N.L. 1990, c. L-1 (the "Act").

ARTICLE 4 - RECOGNITION

- 4.01 The Employer recognizes the Council as the sole and exclusive bargaining agent for all employees of the Employer described in the classifications set forth in the appendices attached hereto, now employed or employed in the future, engaged on construction work related to the Project, save and except office and clerical staff, engineering staff, security guards and those employees specifically excluded by the Labour Relations Act of the Province of Newfoundland and Labrador.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees shall be members of, or secure membership in, an appropriate union and must maintain membership in good standing as a condition of employment.
- 5.02 The Employer will cooperate with the member Unions in providing employment to their members, and will give preference of employment to such qualified Union members who are residents (a) of Labrador City or the Labrador West area, and (b) in the Province of Newfoundland and Labrador, based on the Mark-Up Trade percentages. The appropriate Union local will be first advised of all requirements of workers within their respective Union. The Company will hire based on the local hiring procedures outlined in Trades NL/Union Area Labour Agreements for each trade/trade discipline (if applicable, as per local union hiring hall practices and article 5). Layoffs shall be conducted so as to maintain

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50/50 ratios, provided the remaining workers are qualified to perform the remaining work.

This selection will be made at the beginning of each Project, where feasible, in order to expedite Project start-up. Prior to an employee commencing employment the appropriate Union must provide (a) for Name Hires and Unionized workers who reside in Labrador City or Labrador West, confirmation of acceptance of their employment; and (b) for all other employees, a list of employees selected; and (c) for all employees, Certification or Endorsements of Trade Qualifications and Specific Training.

- 5.03 Each Union shall certify to the Employer the amount of its initiation fees, dues and assessments. A check-off system for Union initiation fees, current dues and assessments shall be instituted and made operative so long as this Collective Agreement continues to operate. During the second week of each month, the Employer will transmit the monies so collected from the last pay period of the preceding month to the officials designated by each Union together with a list of employees from each Union on whose behalf such deductions have been made and such a list shall also show the names of employees from each union from whom no deductions have been made.

A Construction Industry Promotion Fund of thirty cents (\$0.30) per hour worked will be contributed by the Employer directly to Trades NL - the Newfoundland and Labrador Building and Construction Trades Council Office. The Council will notify the Employer in writing as to the designated officials authorized to collect this fund.

- 5.04 The Council or the respective Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms or liability that may arise from or by reason of action taken or not taken, by the Employer for the purpose of complying with *Section 5.03* of this Article.

- 5.05 The Council, the member Unions, and the Employer all agree that it is in their common interests to ensure that an adequate and reasonable number of qualified tradespersons, who are local to Labrador City or the Labrador West Area, be maintained in each

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appropriate Union. To that end, the employer agrees to work with individual Unions in selecting, promoting, and training new employees from the Labrador West area.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Council and its members agree that the Employer has the exclusive right to manage its business and to exercise such right subject to the provisions of this Agreement.
- 6.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:
- a) to determine qualifications of employees, to hire, select, assign work, promote, demote, lay-off, discipline and discharge employees for just cause and to increase or decrease the working force from time to time.
 - b) to determine materials to be used, design of products, facilities and equipment, required, to prescribe tools, methods of performing work and the location of equipment, and the scheduling of work; and
 - c) to establish reasonable rules and regulations to be observed by employees, and non-compliance may involve discipline, including dismissal.
- 6.03 The Employer recognizes that the Council has recourse through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.
- 6.04 Agree that the jurisdiction recognized therein for each Union shall be the jurisdiction recognized by the AFL-CIO, provided, however, that if they or the Unions are unable to agree upon the Union which 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

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those party to the Agreement. The trades will not interfere with the decision of the Company to assign work.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Council may appoint senior representatives' resident in Labrador City, who will be vested with full authority and power to service members of the Unions, and administer the application of the terms of this Agreement.
- 7.02 The Employer will recognize such appointed representatives and co-operate with them to the fullest extent possible.
- 7.03 The Council representatives and Union representatives authorized by the Council shall have access to the Project, but in no case shall such visits interfere with the progress of the work. Admission to the Project will be subject to the General Regulations of the Owner and the Employer governing admission of visitors.

ARTICLE 8 - NO STRIKES, NO LOCKOUTS

- 8.01 The Employer shall not cause or direct a lockout and the Council and the Unions shall not cause, direct, encourage or support any strike or slowdown or work of its members during the term of this Agreement.
- 8.02 There shall be no illegal picket lines established during the term of this Agreement.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

- 9:01 A disciplinary measure for other than just and reasonable cause or a dispute arising out of the interpretation, application or alleged violation of this agreement, including a dispute as to whether a matter is arbitrable and including the quantum of discipline shall be adjusted in accordance with the following procedures.

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STEP 1: An employee, assisted by his steward if he so desires, shall present a grievance to management or its designate within two (2) days after the circumstances giving rise to the grievance have occurred or originated or within two (2) days of the employee becoming aware of such circumstances. Management or its designate shall render his decision within two (2) days of his receiving the grievance. Decisions rendered at this Step are solely for the purpose of resolving the grievance and shall not be considered precedential or binding in any other grievance dispute.

STEP 2: Should the decision rendered at Step 1 be unsatisfactory to the employee, or should no decision be rendered, the employee assisted by his steward, shall submit the grievance within a further two (2) days to Management or its designate. Such complaint shall be made in writing, stating the alleged violation, referencing the Article or Articles of this Agreement alleged to have been violated, and the remedy sought. Management and the employee, assisted by the steward, shall meet within two (2) days to discuss the matter. Management shall render a decision in writing within one (1) day. If such meeting is not held the matter shall be referred to arbitration.

STEP 3: Should the decision rendered at Step 2 be unsatisfactory, within two (2) days of the decision, the Employer, the Steward and/or Union representative shall meet to discuss the matter. If no resolution can be achieved within two (2) days either of the Parties may, within seven (7) days of the meeting, refer the matter to arbitration in accordance with the procedure contained herein. If such meeting is not held the matter shall be referred to the next step, arbitration.

9:02 The Employer may file a grievance in writing with the Union. The Union may file a grievance with the Employer. If such grievances are not resolved within two (2) days, the grievance may be treated as a grievance commencing at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.

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9:03 The Parties will retain the services of arbitrators who will be available to hear any matters scheduled for arbitration. Should an arbitrator be unavailable, that arbitration shall be passed over to the next arbitrator in rotation. The list of arbitrators is:

- Jim Oakley
- John Clarke
- Dennis Browne

9:04 Arbitration hearings shall be conducted at a mutually acceptable location. Unless the parties otherwise agree, all rulings will be given by the arbitrator within forty eight (48) hours. Arbitrator's ruling shall be binding upon all parties.

9:05 The arbitrator shall not have any power to alter, change, add to, or detract from the Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement. An arbitrator shall not dismiss any grievance on a technicality or error on the grievance form.

9:06 The time limits specified in this procedure are mandatory unless there is mutual agreement to extend the time limits. Failure by the grieving party to advance a grievance to the next step within the time limited shall constitute abandonment. Saturdays, Sundays and statutory holidays as listed in 18.01 shall be excluded from any time limits.

9:07 Due to the isolated nature of the site, the Parties may, by mutual consent (in writing) extend the time limits of this grievance and arbitration procedure.

9:08 Each of the Parties shall pay an equal share of the fees and expenses of the arbitrator.

ARTICLE 10 - DISCHARGE CASES

10.01 An employee who is discharged shall be so notified in writing by the Employer. If the employee considers he has been discharged for other than just cause, he/she may request

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a hearing with Management or its designated representative, within two (2) working days of receipt of such notice of discharge.

10.02 A hearing will be held within three (3) working days following receipt of the request referred to in Paragraph 10.01 and within three (3) days after such hearing, a decision as to whether the discharge shall be upheld, modified, or revoked shall be rendered in writing by the Employer.

The employee may be accompanied at the hearing by a steward, a representative of the Union and/or the Council if he/she so desires.

10.03 Within three (3) days following receipt of the Employer's decision, the employee or Union representative may, if he considers that he has been discharged for other than just cause, file a written grievance commencing at Stage 3 of the grievance procedure.

ARTICLE 11 - STEWARDS

11.01 The Business Managers of the Unions signatory to this Agreement, with workers on site, may appoint from amongst their numbers, a Journeyman employee, on each shift or isolated location, who will be designated as Steward, for the purpose of investigating and processing grievances, and other work as normally carried out by a Steward. The Union shall notify the Employer in writing the name of the employees so appointed. The union steward shall be the first person, by each craft/trade, hired on the job.

11.02 The Employer will recognize such employees as Stewards providing that the appointment shall not disrupt the progress of the work because of this employee's occupation or work location at the job site.

11.03 The Stewards shall be permitted to take up grievances and/or work-related concerns with the immediate Supervisor or Foreman on the job as prescribed in Article 9; however, the Stewards shall function for the Union on other matters on their own time. If it is necessary for the Stewards to leave their place of work, they must first notify their employer.

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- 11.04 The respective Union or the Council will be advised in writing before a Steward is suspended, laid-off, or discharged.
- 11.05 The Steward shall not secure any additional remuneration or privileges from the Employer for the performance of his Union duties.
- 11.06 In the event of a reduction in a work force where there is a Steward in that workforce, the Steward shall be the last employee removed providing S/he is qualified and willing to perform the work remaining to be done by the reduced work force.
- 11.07 When the jurisdiction for a trade is being worked, the shop steward representing that trade shall be part of the workforce.
- 11.08 No shop steward or employee shall alter or change any provision or article of this collective agreement.
- 11.09 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

ARTICLE 12 - LIVING ALLOWANCE and TRAVEL

- 12.01 Employees residing in the Labrador West area shall not be compensated with a living allowance.
- 12.02 Any employee working at the job site who is recruited from areas other than Labrador West area will have their accommodations and meals provided by the employer, or subsistence provided. This shall include a camp, hotel, or alternate arrangements depending on local availability at the time of employment.

ARTICLE 13 - SUB-CONTRACTORS

- 13.01 For the purpose of this Article, a sub-contractor is defined as a person, firm or corporation retained by a prime contractor or sub-contractor to employ workers and perform work on the Project in work classifications covered by this Collective Agreement. The Employer

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agrees that such sub-contractors shall be bound by all the terms and conditions of this Collective Agreement in the performance of their work on the Project. All Sub-Contractors engaged on the IOCC Project having employees working within the scope of this agreement shall be required to observe the terms and conditions of this agreement. Such a commitment in no way creates bargaining obligations respecting contractor employees not on the site, nor shall such commitment be the basis or support for creation of obligations off the site.

- 13.02 It is understood and agreed between the Parties that a sub-contractor as defined does not include persons who furnish materials, supplies, or equipment. Persons who provide a purchase guarantee or equipment warranty shall not be considered to be Employers or sub-contractors provided they do not maintain a work force on the project to perform work of a nature customarily performed on construction projects by members of a Union signatory to this Collective Agreement.

ARTICLE 14 - SAFETY

- 14.01 All work performed by and for Marshall Industries Limited on the property of the Owner shall be carried out in strict accordance with the requirements of the Construction Safety Act and Regulations of the Province of Newfoundland and Labrador, The Safety Standards and Requirements of the Owner, the Safety Standards and Requirements of Marshall Industries Limited, and finally, the Best Practices as developed by each of the Member Unions within the Council, whichever is the most stringent and acceptable for any particular case. It is recognized and agreed that the Employer, The Council, and each of the member Unions are equal partners, along with the Owner, in the unceasing effort to provide the safest possible workplace, attitudes, and conditions for the workers covered by this agreement. It is also recognized and understood that while safety is the prime responsibility of all parties, the ultimate responsibility for the safety of the workforce rests with the Employer, who must therefore establish and maintain a Safety Program that seeks to be as effective, as comprehensive, and as successful as possible. The essential elements of the Owner and Marshall Industries Limited Health and Safety Program will be

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imparted to new employees during the mandatory orientation process. Adherence to these essential elements at all times shall be a condition of employment. In light of the foregoing, all employees selected and provided by the Unions must, upon arrival in Labrador city, meet the job requirements as indicated by the employer at the time of making his request. The employees name hired by the employer must meet the same requirements.

14.02 Each Tradesperson, as a condition of employment, shall own and wear suitable CSA approved work boots in good condition, as well as suitable basic clothing consisting of long pants and long-sleeved shirt. Each Tradesperson must also own and wear adequate outer winter garments when necessary. Loose clothing and “hoodie” style jackets are not permitted.

14.03 The Employer will provide all other necessary PPE (Personal Protective Equipment) items, including but not limited to the following as required:

- CSA approved hardhat of the required colour
- Approved safety glasses
- Approved work gloves
- Approved Fall Arrest full body harness c/w appropriate lanyard(s)
- Full-face shields
- Approved full face mask c/w respirators and appropriate filters
- Re-Breather type rescue canister packs
- Welding shields, lenses, gloves, jackets, burning goggles
- Rubber boots, rain suits when necessary
- Hearing Protection

The employee will be asked to sign for certain of the above items as he/she receives them, with the understanding that they are to be returned to the Employer at the end of his/her employment. Employees shall maintain PPE items supplied by the Employer in good condition at all times.

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The contractor will ensure that safety equipment designed specifically for women is available to those female trade's workers referred to site.

14.04 In order to cover the cost of purchasing coveralls the employer shall pay an allowance of \$18.00 per week commencing with the first pay period and continuing through the course of the first year of this agreement. On the first anniversary of this agreement (year 2), coverall allowance will increase to \$18.54, and on the second anniversary of this agreement (year 2) the allowance will increase to 19.10. Coverall washing facilities are provided by the employer.

14.05 Employer will be responsible for providing employees with all site specific safety training only. In addition, the employer will pay for employee's safety training re-certification only if safety training expires while they are employed with Marshall, if it is required to continue employment and if testing can be scheduled at the time. This will be completed without loss of pay to employees during regularly scheduled workdays.

ARTICLE 15 - HEALTH AND SANITATION

15.01 Adequate health and sanitation facilities, in compliance with applicable occupational health and safety regulations for Newfoundland and Labrador, shall be provided by the Employer at all times.

15.02 In the event that any of the provisions in this Agreement are found to be in conflict with any valid and applicable Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

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15.03 Lunchroom and facilities

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

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

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

When Lunchrooms 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 lunchrooms shall be provided with reasonable amenities, including but not limited to a kettle, microwave oven, and refrigerator.

ARTICLE 16 - TRANSPORTATION

16.01 The Employer will book and arrange required air transportation as required for non-local employees. Airline tickets will be supplied only for major air routes of common commercial carriers, and only for semi-direct flights, i.e. St. John's, Gander, Deer Lake, Stephenville and St. Anthony. It is the employee's responsibility to make their own arrangements, at their own cost, for travel from their homes to the nearest designated airport. Accommodation costs resulting from overnight layovers made necessary by connecting airline schedules will be the Employer's responsibility. There will be no employee pay for travel time associated with travelling to and from Labrador West.

Employees will be advised of their flight date/time, along with their start date/time upon being referred to Marshall. Employees will be put to work within 24 hours upon arrival or receive 8 hours' pay at applicable rate in lieu.

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16.02 Employees who quit of their own volition prior to the scheduled turnaround period, or before the Project is completed, or are discharged for cause, shall have the cost of outbound transportation deducted from final wages

16.03 a) After twenty-eight (28) calendar days of continuous employment on the Project, non-local employees shall be provided an economy one way airfare out. Should an employee, after twenty-eight (28) calendar days of continuous employment, obtain permission for a temporary absence that requires air travel, he/she will be provided with an economy return airline ticket; the turnaround period shall not exceed seven (7) days, excluding travel days. It is also recognized that with current airline carriers running near full capacity, the employer shall endeavor to work within the guidelines above, but flight dates are subject to change plus or minus a day pending flight availability, and such changes shall not result in article 16.03 b applying.

b) On jobs which extend seven (7) days or less beyond a turn-around and due to a request by the employer, the employee shall receive twenty (20) percent of a one-way economy airfare, based on the current quoted ticket price, for each day, to the maximum of seven (7) days. This will be in addition to the one-way economy ticket out.

ARTICLE 17 - PAYMENT OF WAGES

17.01 It is agreed that wages shall be paid by bank deposit weekly. It is agreed that the Employer will retain no more than seven (7) days hold back. 17.02. Payment shall occur by direct deposit, and employees must provide standard banking information to the Employer to facilitate such payment.

17.02 A statement identifying both the Employer and the Employee, showing regular hours worked, overtime hours worked, total earnings, the amount and purpose of each

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deduction, and the net earnings, shall be provided in hard copy weekly, and distributed to the employee.

17.03 When an Employee is terminated by the Employer their due wages will be issued by direct deposit.

17.04 When an Employee quits he/she shall be forwarded his/her wages by direct deposit not later than the next scheduled pay day.

17.05 All benefits will be paid on hours earned.

ARTICLE 18 - RECOGNIZED HOLIDAYS

18.01 The Employer will recognize the following days as unpaid Holidays:

- New Year's Day
- Good Friday
- July 1 (Canada Day)
- Labour Day
- Christmas Day

18.02 Time worked on these days shall be paid for at double the basic rate of pay. Shifts beginning on such days and ending on the following day shall not be considered as overtime worked.

18.03 The Employer will also recognize the following days as unpaid Holidays:

Victoria Day

Thanksgiving Day

Armistice Day

Labrador City Civic Holiday

Boxing Day

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- 18.04 Time worked on these days shall be paid for one and one half times the basic rate of pay. Shifts beginning on such days and ending on the following day shall not be considered as overtime worked.
- 18.03 Should Provincial or Federal legislature having authority designate an alternative day for the observance of any of the days in Section 18.01 of this Article, the alternate day will be recognized on the Project, or by mutual consent the parties signatory hereto may select an alternate day.
- 18.04 Employees shall be granted three (3) regularly scheduled workdays leave of absence with pay (24 hours pay at regular time), commencing on the date of death of the spouse or common-law spouse, child, parent, legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or other relative or dependent living in the house of the employee. Employees qualifying for bereavement leave shall be provided air transportation to and from the employee's original point of hire.

ARTICLE 19 - VACATION AND HOLIDAY PAY

- 19.01 Employees shall be entitled to a vacation pay allowance of ten percent (10%) of gross wages earned during each pay period.
- 19.02 Employees shall be entitled to a holiday pay allowance of two percent (2%) of gross wages earned during each pay period.
- 19.03 Vacation and Holiday entitlements are payable on each pay day.

ARTICLE 20 - GOVERNMENT LEGISLATION

- 20.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Provincial or Federal law, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of this Agreement.

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ARTICLE 21 - HOURS OF WORK

21.01 Prescribed work schedules (days on / days off) will be implemented by mutual consent between contractor and Trades NL prior to work commencement. Should an employee's work schedule be extended at the request of the company (excluding transportation delays beyond company's control), the employee will still be entitled to receive the agreed number of days off before returning to site.

The following work schedules (or other variations, if required) may be implemented for Labrador West by mutual consent between contractor and local union Business Manager:

14 days on, 7 off

21 days on, 7 off

28 days on, 7 off

14 days on, 14 off

20 days on, 10 off

21.02 Except as otherwise provided in the respective appendixes attached to this Collective Agreement, two normal workday and workweek types are inclusive. The first system will be a workday that is eight (8) hours long with a work week that is five (5) days, Monday to Friday inclusive. The second normal workweek system will be a ten (10) hour long workday with a workweek that is four (4) days, Monday to Thursday inclusive.

21.03 Employees are entitled to take two (2) fifteen minute mid-shift breaks during the working day, equally spaced, the exact timing of these breaks will be established by the Employer. A clean, dry, heated location will be provided for this purpose.

21.04 When lunch breaks are scheduled, they shall not exceed one hour at approximately midway through the workday.

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21.05 When lunch breaks are not scheduled, lunches will be eaten on the Employer's time.

21.06 Starting times for other than Auxiliary Services will be as follows:

(a) Day operations and day shift of two (2) shift operations:

Between the hours of 6:00 a.m. and 9:00 a.m.

(b) Afternoon shift of two (2) operations:

Between the hours of 4:00 p.m. and 8:00 p.m.

(c) On three (3) shift operations:

Day Shift: Between 7:00 a.m. and 8:00 a.m.

Afternoon Shift: Between 3:00 p.m. and 4:00 p.m.

Night Shift: Between 11:00 p.m. and 12:00 p.m.

When starting times are established, three days prior notice will be given before they are varied.

21.07 The purpose of Article 21.05 is for the computing of overtime only and is not intended as a limitation of the scheduling of employees for work on the Project.

21.08 The workdays and work weeks described above do not constitute a guarantee by the Employer to provide work as mentioned. However, it is understood that the Employer will endeavor to provide work for all employees for the above workdays and work weeks.

21.09 FLEX TIME – For some maintenance activities the employer may be asked by the client to work the same schedule as their own employees, which often includes a multi-day schedule working weekends, and then having time off during the week, and then alternating the working and time off cycles every week or two, i.e., 4 on, 4 off, or 7 on, 7 off, etc. This may also involve dayshifts and nightshifts. Under this agreement, a Marshall Employee that follows such a work schedule shall be paid a 15% premium on all hours worked, and no additional overtime rates shall apply on any days.

21.10 Time spent in indoctrination (such as Cognibox) to be paid at straight time rates per time allotments for each module (per the RFP) to a maximum of

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seven (7) hours for all modules. Time spent in other forms of indoctrination shall be paid at straight time rates.

ARTICLE 22 - CALL OUT AND REPORTING TIME

- 22.01 Employees called out for work after working their regular work period will be paid for hours worked at the appropriate overtime rate for their respective classification, but at no time shall this be for a period for less than four (4) hours.
- 22.02 An employee who reports for work when no work is available due to reasons other than inclement weather and who has not received prior notice not to report for work, shall receive a minimum of four (4) hours pay at the basic hourly rate providing he/she remains at work if requested to do so by the Foreman.
- 22.03 When employees are required to return to work without an eight (8) hour break, all work performed by them shall be paid for at the applicable overtime rate, until such time as the employees receive an eight hour break.
- 22.04 When an employee is not previously notified of a shift extension beyond the regular scheduled shift, he/she shall be supplied with a hot meal having a maximum value of \$25.00 every four hours at the employer's expense.

ARTICLE 23 - OVERTIME

- 23.01 When working the normal 5-day workweek, Monday to Friday, on 8-hour days; The first four (4) hours worked in excess of eight (8) hours in a normal workday, and the first four (4) hours worked on Saturday, shall be paid for at one and one half (1½) times the basic pay for the classification. The balance of the hours worked on Saturday shall be paid for at two (2) times the basic rate of pay for the classification.
- 23.02 When working the normal 5-day work week, Monday to Friday, on 8-hour days; All hours worked on Sundays and the Holidays provided in Article 18.01 shall be considered as

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overtime hours and shall be paid for at two (2) times the basic rate of pay for the classification.

- 23.03 When working the normal 4-day workweek, Monday to Thursday, on 10-hour days; The first two (2) hours worked in excess of ten (10) hours in a normal workday, and the first six (6) hours worked on Friday, shall be paid for at one and one half (1½) times the basic pay for the classification. The balance of the hours worked on Friday shall be paid for at two (2) times the basic rate of pay for the classification.
- 23.04 When working the normal 4-day workweek, Monday to Thursday, on 10-hour days; All hours worked on Saturdays, Sundays and the Holidays provided in Article 18.01 shall be considered as overtime hours and shall be paid for at two (2) times the basic rate of pay for the classification.
- 23.05 Hours worked on shifts which begin on the days provided in 23.02 of this Article and end on the following day shall not be considered overtime.

ARTICLE 24 - MULTIPLE SHIFTS

- 24.01 The Employer may establish shifts as required. Employees (except watchman) working on shifts other than day shift, shall receive an additional remuneration of twelve and one-half percent (12.5%) per hour for all normal hours earned.
- 24.02 In the event that it becomes necessary to work shift work, at least two (2) full shifts must be worked in any twenty-four- (24) hour period and each of these shifts must continue for a period of five (5) consecutive working days. In the event an employee does not receive five (5) consecutive shifts (other than employees who quit of their own volition or who are discharged for cause), said employee shall be compensated at the applicable overtime rates.

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ARTICLE 25 - JURISDICTION

- 25.01 Wherever possible, the Employer shall make a pre-job markup of all anticipated work.
- 25.02 The Employer shall assign all work according to Agreements and Decisions of Record. If no Agreements or Decisions of Record exist in reference to a particular item, then the Employer shall assign based on area practice in the province of Newfoundland and Labrador.
- 25.03 It is agreed that work is to continue uninterrupted as assigned, pending a settlement of decision.
- 25.04 Whenever possible, the dispute shall be settled locally by the Unions forming the Council.
- 25.05 In the event the dispute is not settled to the satisfaction of all parties by the local unions International Representatives, the dispute shall be submitted to a local Jurisdictional Umpire arbitrator selected by the Council to adjudicate jurisdictional disputes. The arbitrator's decision shall be binding on all parties. The decision may be appealed by either party by submitting to the National Joint Board for the Settlement of Jurisdictional Disputes of the then current tribunal for the settlement of disputes recognized by the Building and Construction Trades Department, A.F. of L - C.I.O., and the decision rendered shall be final and binding on all parties.
- 25.06 Any Union shall have the right to refer the matter to arbitration. The dispute shall be referred to an Arbitrator identified in this agreement for final resolution in accordance with the expedited arbitration provisions provided for herein. The Contractor shall be entitled to attend and make representation at the arbitration hearing. The decision of the Arbitrator shall not be retroactive (shall not apply to work already performed) and shall only apply forward from the date of the award. The parties further agree that considering the Arbitration award shall not, where reasonably practical, require the

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Contractor to increase the number of employees required to perform the work.

- 25.07 The Arbitrator shall be selected in rotation from a panel of Arbitrators, acceptable to the Parties, identified in this agreement. The panel shall be updated by the Parties once each year during the term of this Agreement and any changes to the panel shall be mutually agreed by the Parties, in writing. Should the Arbitrator whose turn it is, be unable to act, within the time requirements outlined in Articles 16.5 and 16.6, the next Arbitrator on the list will be selected. Should none of the arbitrators named in Schedule "D" be available to act, the Parties may agree to the appointment of another arbitrator.
- 25.08 The Arbitrator shall, within five (5) working days of his/her appointment, convene a meeting to hear the relevant evidence. The decision of the Arbitrator shall be final and binding on the Parties.
- 25.09 The Arbitrator shall render his/her decision in writing to the Parties within five (5) working days of the hearing, unless otherwise specified by consent of the Parties.
- 25.01 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 25.11 The Parties agree that the Arbitrator's fees and expenses shall be covered as follows:
- Should the assignment of jurisdiction not change, the Union filing for arbitration shall cover the expenses.
 - If the assignment of work changes, the contractor shall be responsible for the expenses.
- 25.12 Each of the Parties to and every person bound by this Agreement and every person on whose behalf the Agreement is entered into shall comply with the provisions for final

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settlement contained in this Agreement and shall comply with any decision of the Arbitrator appointed in accordance with the provisions herein and shall do or abstain from doing anything required by that decision.

- 25.13 Time limits are mandatory but may be adjusted by mutual agreement of the Parties, evidenced in writing.
- 25.14 All jurisdictional disputes shall be adjudicated in accordance with the steps outlined herein. The Employer shall immediately comply with the Agreement made by the Unions and/or the Umpire's decision on a go-forward basis. The parties agree that the fees of the Local Umpire shall be shared equally by the parties to the dispute.
- 25.15 There shall be no slowdown, stoppage of work or other collective action to interfere with the progress of the work on the Project because of a jurisdictional dispute.
- 25.16 The Employer agrees that an effort shall be made to ensure that all 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, but it is understood that a worker is part of the Employer's Composite Crew.

ARTICLE 26 - TOOLS

- 26.01 All tools will be supplied by the employer. It is expected that the employee will provide reasonable care to prevent damage and losses for all tools used in their course of employment.
- 26.02 An employee using tools will be permitted sufficient time for tool pick up at the end of the day to return tools to stores or lock fast.

ARTICLE 27 - RATES OF PAY, EMPLOYEE BENEFITS

- 27.01 The rates of pay, employee benefits and certain conditions of employment to be paid and allowed by the Employer are set forth in the respective appendices attached to and

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forming part of this Collective Agreement. In all appendices rates paid for fringe benefits shall be contributed on the basis of hours earned. For greater clarity, each Local Union party to this Agreement shall notify the Building Trades Council which shall then notify Marshall Industries Limited when employee benefits, as per the Construction Labour Relations Association of Newfoundland and Labrador Inc. (CLRA) Agreements, are changed. Fringe Benefits, etc. shall apply to hours paid for travel.

27.02 Fifty cents (\$0.50) per hour will be added to the rate for the classifications above for those employees employed in the underground excavation operations in tunnels, shafts, raises, drifts and powerhouses. When concrete linings are deemed necessary in tunnels, raises, and shafts, the underground excavation will be deemed completed when the forms are removed from the concrete.

27.03 Classifications and applicable rates of pay for employees under this Agreement which are not included in the list of classifications in the Appendix may be added to the Appendix from time to time, by agreement between the Council and the Employer. Should no agreement be reached on this additional classification and/or its rate of pay within thirty (30) days of the date of the Council's or Employer's initial written request, it is agreed that either party may refer the question or additional classification and/or its rate of pay to arbitration as per Article 11 for binding decision.

27.04 Welding Testing

When welders are hired for the Project, the Contractor shall be provided with a copy of the welder's existing and current welding certifications.

The contractor will only be responsible for the cost of the Canadian Welding Bureau/ASME recertifications if the certification expires more than one (1) year after the welder commences work on the project. These recertifications shall be without loss of pay to a maximum of one regularly scheduled workday

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at the employers' straight-time rate of pay and if it is required to continue employment and if testing is available at the time.

ARTICLE 28 – FOREPERSONS AND GENERAL FOREPERSONS

- 28.01 Marshall Industries may name hire all forepersons and general forepersons, who shall be from the unions out of work list.
- 28.02 A crew having less than three workers from the same union shall have a working foreperson-from the unions out of work list, who shall receive the foreman's rate of pay.
- 28.03 For projects where a composite crew is not utilized, a union having representation on the work site shall have a foreperson.
- 28.04 For projects where a composite crew is not utilized, crews of five (5 = 4 + 1) or more workers from the same union shall have a non-working foreperson hired from the out-of-work list of that union, who shall receive the-foreperson's rate of pay.
- 28.05 All composite crews of five (5 = 4 + 1) or more workers shall have a non-working foreperson, hired from the out-of-work list of one of the trades which is part of the composite crew and ordinarily from the trade having the largest amount of workers in that composite crew.
- 28.06 The average foreperson to journeyperson ratio per trade, will not exceed ten (10) journeypersons to one (1) foreperson unless modified by mutual agreement. The ratio of foreperson to general foreperson shall be three (3) forepersons to one (1) general foreperson, unless otherwise mutually agreed.
- 28.07 Forepersons shall receive fifteen percent (15%) more than the Journeyperson rate of pay and must be a member of a union affiliated to the Newfoundland and Labrador Building and Construction Trades Council (NLBCTC). General forepersons shall have the same affiliation and shall receive twenty percent (20%) more than the journeyperson rate.

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

28.08 On all work executed under the terms of this agreement, the supervisory chain of command shall be as follows:

- The journeyperson shall receive direction from the foreperson.
- The general foreperson shall receive direction from the superintendent or a designated representative of Marshall Industries Ltd.

28.09 Composite Crews. 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 Foreperson 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.

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

ARTICLE 29 - DURATION

- 29.01 This Agreement shall be effective from October, 2023 and shall remain in full force and effect until October, 2026. Written notice of intention to re-negotiate may be given by either party not more than ninety (90) days and not less than thirty (30) days immediately before the termination of this Agreement.
- 29.02 The parties to this Agreement may, by consent in writing, at any time while the Agreement is in force, vary, cancel, or substitute other provisions for any provisions in the Agreement, other than the provisions relating to the term of this Agreement.

ARTICLE 30 - WAGES

- 30.01 For the duration of this Agreement, wages and benefits shall be paid to each worker in accordance with the Appendix applicable to their Union Local. Notwithstanding the above, if the employer pays a wage higher than that provided in the Appendix Application to their union local, all employees covered by the Agreement shall receive the higher rate.
- 30.02 The Council will receive a record each month of all hours worked along with the remittance of the Construction Industry Promotion Fund monies.
- 30.03 The base wage rate will see an immediate increase of 9% upon signing of this agreement, and a further 3% increase on each of the first and second anniversaries of the signing of this agreement (years 2 and 3). In addition, Marshall will provide each employee, at the date of signing of this agreement, with a \$1000 signing bonus.

ARTICLE 31 - ENABLING CLAUSE

- 31.01 Where a particular Article(s) of this Collective Agreement is found to work undue hardship for a particular project or specific job covered by this agreement, either party may request a modification by mutual consent where it is deemed prudent to do so. It is understood and agreed that where mutual agreement to such change cannot be achieved the request should not be subject to either grievance or arbitration.

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

Article 32 - ELECTRONIC SIGNATURE

32.02 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.

32.03 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.

33.01 APPRENTICESHIP RATIOS

The employer will follow all apprenticeship ratios as outlined in the respective trade's provincial CLRA Agreement.

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 30th DAY
OF October, 2023

FOR THE COUNCIL

Signed by the President:
TRADES NL
Newfoundland and Labrador
Building and Construction
Trades Council

FOR THE EMPLOYER

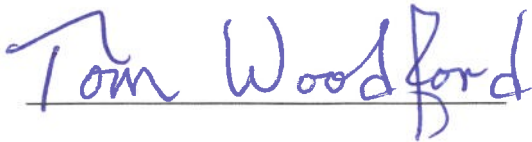
Signed by:
MARSHALL INDUSTRIES LIMITED

MAINTENANCE AGREEMENT 2023 - 2026

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS DAY OF

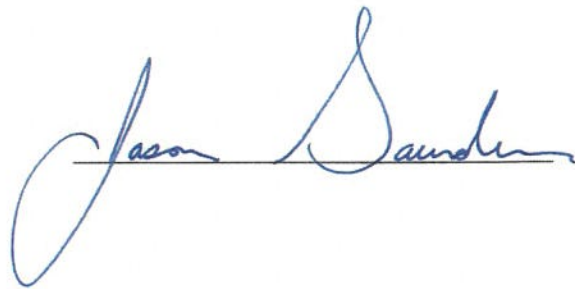
FOR THE COUNCIL

Signed by the President:
NEWFOUNDLAND AND LABRADOR
BUILDING AND CONSTRUCTION
TRADES COUNCIL

A handwritten signature in blue ink that reads "Tom Woodford". The signature is written over a horizontal line.

FOR THE EMPLOYER

Signed by:
MARSHALL INDUSTRIES LIMITED

A handwritten signature in blue ink that reads "Jason Sandhu". The signature is written over a horizontal line.

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

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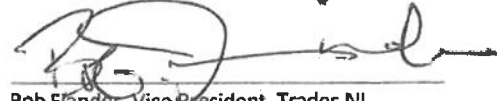
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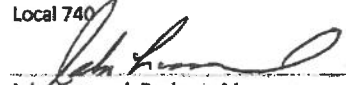
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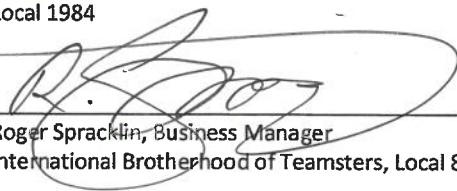
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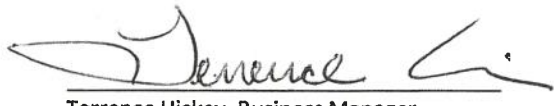
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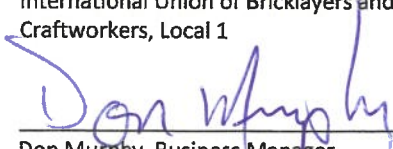
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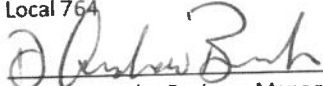
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Craftworkers, Local 1

Don Murphy, Business Manager
International Association of Electrical

Local 1620

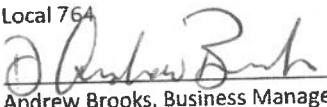
Paul Faulkner, Business Manager
International Association of Heat and Frost
and Allied Workers, Local 137

Mike Noseworthy, Business Agent
Reginal Council of Carpenters, Millwrights and
Local 1009

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

Vic Slaney, Business Manager
Labourers' International Union of North America
America and the Construction and General Labourers
Union Rock and Tunnel Workers, Local 1208

Tom Woodford, President, Trades NL
Business Manager,
International Association of Bridge Structural
And Ornamental and Reinforcing Iron Workers,
Local 764


Andrew Brooks, Business Manager
International union Painters & Allied Trades,
Association,
Local 1984

Roger Spracklin, Business Manager
International Brotherhood of Teamsters, Local 855

Bob Moore, Business Manager
International Brotherhood of Boilermakers Iron Ship
Builders Blacksmiths, Forgers and Helpers, Local 203

Barb Woolridge, Business Manager
Hotel & Restaurant Workers, Local 779
Workers,

James Martin, Business Manager
International Brotherhood of Electrical Workers,
Insulators Local 2330

Mike Williams, Business Manager
Reginal Council of Carpenters, Millwrights and Allied
Allied Workers, Workers, Local 579

Nathan Webber, Business Manager
International Union of Elevator Constructors,
Local 125

Terrence Hickey, Business Manager,
International Union of Operating Engineers,
Local 904

Gerard Murphy, Business Manager
Sheet Metal Workers' International

Local 512

Bob Fiander, Vice President, Trades NL
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United Association of Journeymen, and
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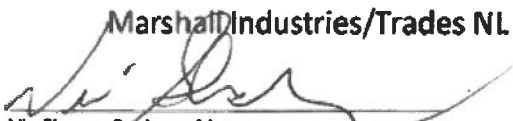
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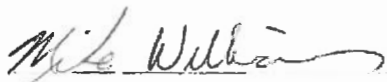
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APPENDIX NO. 1

- 1) HOURLY RATES BELOW ARE FOR JOURNEYPERSON (UNLESS OTHERWISE SPECIFIED)
- 2) FRINGE BENEFIT SCHEDULE – AS PER CURRENT NCLRA CONSTRUCTION AGREEMENT.
Contributions will be remitted by the 20th of the month following the month in which contributions were made.
- 3) CLASSIFICATION RATES – AS PER CURRENT NCLRA CONSTRUCTION AGREEMENT.

UNIONS	October 30th 2023	October 30th 2024	October 30th 2025	SIGNED – FOR THE UNION
IRON WORKERS, LOCAL 764	\$40.77	\$41.99	\$43.25	
BOILERMAKERS, LOCAL 203	\$40.77	\$41.99	\$43.25	
OPERATING ENGINEERS, LOCAL 904	\$40.77	\$41.99	\$43.25	
PLUMBING & PIPE FITTING, LOCAL 740	\$40.77	\$41.99	\$43.25	
CARPENTERS & JOINERS MILLWRIGHT, LOCAL 1009	\$40.77	\$41.99	\$43.25	
BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL 1	\$40.77	\$41.99	\$43.25	
BRICKLAYERS & ALLIED CRAFTWORKERS, REFRACTORY HELPER, LOCAL 1	\$33.07	\$34.06	\$35.08	
ELECTRICAL WORKERS, LOCAL 2330	\$40.77	\$41.99	\$43.25	
ELECTRICAL WORKERS, LOCAL 1620	\$40.77	\$41.99	\$43.25	
SHEET METAL WORKERS, LOCAL 512	\$40.77	\$41.99	\$43.25	

Marshall Industries/Trades NL Maintenance Agreement 2023 - 2026

UNIONS	October 30th 2023	October 30th 2024	October 30th 2025	SIGNED – FOR THE UNION
CARPENTERS & JOINERS, LOCAL 579	\$40.77	\$41.99	\$43.25	
TEAMSTERS, LOCAL 855	\$40.77	\$41.99	\$43.25	
PAINTERS & ALLIED TRADES, LOCAL 1984	\$40.77	\$41.99	\$43.25	
LABOURERS, BLASTER/SURVEYOR/ROOFER	\$40.77	\$41.99	\$43.25	
LABOURERS, TRUCK DRIVER	\$38.16	\$39.31	\$40.49	
LABOUERS, GENERAL LABOURER	\$35.57	\$36.64	\$37.74	
HEAT & FROST INSULATORS & ASBESTOS WORKERS, LOCAL 137	\$40.77	\$41.99	\$43.25	
HOTEL EMPLOYEES & RESTAURANT EMPLOYEES, LCOAL 779	\$35.57	\$36.64	\$37.74	
ELEVATOR CONSTRUCTORS, LOCAL 125	\$40.77	\$41.99	\$43.25	