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COLLECTIVE AGREEMENT  
BETWEEN  
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA MILLWRIGHTS, ON BEHALF OF ITS LOCAL #2262  
HEREINAFTER  
AND THE  
SAINT JOHN CONSTRUCTION ASSOCIATION, INC.  
ON BEHALF OF ITS ACCREDITED MEMBERS  
WITH LOCAL #2262  
2010 - 2012

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(1)

ARTICLE 1 - PURPOSE

1.1 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, and to provide a procedure for the prompt handling of grievances and orderly collective bargaining.

ARTICLE 2 - BARGAINING AGENT

2.1 LOCAL #2262 - The Employer recognizes the United Brotherhood of Carpenters and Joiners on behalf of the Millwright, Local Union #2262, as the sole Collective Bargaining Agent for Millwrights, Millwright Foremen, Millwright Welders, Machinists and Apprentices employed by the Employers

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Subject to terms and conditions of this Agreement, the United Brotherhood of Carpenters and Joiners of America Millwrights, Local Union #2262 recognize the right of the Company to manage its business and direct the work force. The Company will only use employee information in accordance with the Privacy Act.

ARTICLE 4 - JURISDICTIONAL DISPUTE

4.1 In the event that any jurisdictional dispute shall arise between two or more Unions and the Employer, such disputes shall be handled on the following basis:

(A) Prior to performing the work involved, the Employer shall make an immediate assignment in writing of the disputed work based upon decisions, attested agreements and agreements of record and other information available.

(B) If the disputed work has already commenced, the Employees who have been performing the work as allocated by the Employer, will continue to do so until a satisfactory settlement is reached by the contesting trades, or, if no settlement be reached locally, then it shall be referred to the International Offices of the Unions involved for a Project Decision, which must be rendered by THIRTY (30) DAYS.

Recourse may be made to the jurisdictional provisions of the Industrial Relations Act.

(C) If the dispute can be settled locally and the parties to the dispute have reached an agreement, the decision to be given in writing will be implemented by the Employer immediately.

(D) The Union agrees that there will be no work stoppage and that Employees within its organization, will remain at work while the dispute is in progress and that there will be no jurisdictional picket lines established.

ARTICLE 5 - UNION SECURITY

5.1 (A) The employer agrees to hire only members in good standing of Millwright Local Unions in the Province of New Brunswick as long as the Unions are able to supply competent Millwrights in sufficient numbers within TWO (2) working days to take care of the needs of the Employer. If the Union is unable to supply sufficient personnel, then the Employer is free to hire from other sources.

The Employer can name hire all Foremen and General Foremen and Twenty-five percent ( 25 % ) of the journeymen employees from the Millwright Local Union, such Foremen and General Foremen shall not be demoted to journeymen during said employment. Name hire of journeymen shall be done in the following order : 1<sup>st</sup> Journeyman, 5<sup>th</sup>, 9<sup>th</sup>, 13<sup>th</sup> etc.

(B) As a condition of employment, all personnel so hired under the terms of this Agreement, must make application to become members of the Millwrights Local Unions within FIFTEEN (15) days and shall maintain their membership in good standing while employed by the Employer.

(C) As a condition of this Agreement, non-union personnel so hired on a Working Permit, it is agreed that the Permit shall be replaced by Union Members as they become available.

(D) If the members from other Millwrights Locals are on a travel card, they shall be allowed to remain on the project for a minimum of THIRTY (30) DAYS.

(E) When the Employer has a lay off, the travel card Employees will be laid off first.

(F) All Employees hired shall be deemed as hired on site, subject to the travel and room and board allowances provided for in Clause 13 and subject further to Clause 25.

ARTICLE 6 - BUSINESS AGENT, SHOP STEWARD AND DISCRIMINATION

6.1 (A) Representatives of the Union shall have access to any job of the Employer, but in no case shall their visits interfere with the progress of work when visiting a project he will advise the Superintendent or other authorized personnel or the Employer. Whenever security regulations prevent access to any project, the Employer will assist the Union in obtaining of the necessary pass to gain access to their project.

(B) Where there are TWO (2) or more Employees on a project the Union Representative covering the area on which the project is located shall appoint a Steward and any Steward that is appointed, shall be recognized as the Representative of the Union on the project.

(C) The Contractor Office and/or Superintendents shall be notified in writing, before the Steward will be recognized. The Steward shall be a qualified Journeyman Millwright and

shall perform his regular work in accordance with the project requirements. He shall be given, irrespective of the order in which he is hired, top seniority, in employment and be retained on the project in all cases of reduction of the work force. The Steward shall be included in all overtime work and if required, to maintain crew size, he shall replace a qualified Journeyman Millwright designated for such overtime, notwithstanding Article 8(B). He may appoint a substitute Steward from the overtime crews.

(D) The duty of the Steward shall be to see that this Agreement is not violated and sufficient time without loss of pay will be allowed to carry out his duties.

(E) The Business Agent and/or International Representative will be responsible to carry the proper Insurance coverage on all jobs.

(F) The Steward shall in no way be discriminated against for the carrying out of his duties. The Employer shall not transfer a Steward from one project to another without permission of the Union.

(G) No Employee shall be refused work because of his race, colour, creed, age or National Origin. The parties agree that the Collective Agreement is subject to the provisions of the Human Rights Code to Section 8, Sub-section 3 and 4 of The Industrial Relations Act, S.N.B. 1973, C 1-4.

#### ARTICLE 7 - HOURS OF WORK

##### DAY SHIFT

- 7.1 (A) A regular working week consisting of not more than FORTY (40) hours of work to be performed during regular shift periods, and a regular shift period consisting of not more than EIGHT (8) hours of work to be performed on Monday to Friday, inclusive, of each week (exclusive of the vacation period and holidays) between the hours of 8:00 A.M. and 4:30 P.M., with ONE-HALF (1\2) hour for lunch, which is to be taken between the hours of 12:00 Noon and 12:30 P.M. When it is necessary that ONE (1) hour be taken for lunch, then the work day shall end at 5:00 P.M.

##### Afternoon Shift

- 7.1 ( B ) Regular work week shall consist of eight hours per day, 40 hours per week Monday to Friday, beginning after the regular hours of the Day Shift with a one half hour unpaid lunch break at the mid point of the shift. The shift premium shall be 15 % above the regular base rate of pay for eight hours worked per day.

Night Shift

( C ) Regular work week shall consist of eight hours per day, 40 hours per week Monday to Friday. This shift may commence prior to the conclusion of the Afternoon Shift in order to be completed prior to the commencement of the regular Day Shift. There will be a one half hour unpaid lunch break at the mid point of the shift. The shift premium shall be 20 % above the regular base rate of pay for eight hours worked per day.

(D) Afternoon and night shifts will be paid EIGHT (8) hours pay at the applicable premium rates.

(E) Shift work shall be considered overtime unless instituted for more than FIVE (5) consecutive shifts (this does not apply to maintenance work).

(F) A TEN (10) MINUTE paid break shall be given after each TWO (2) consecutive hours worked excluding lunch periods as specified in Article 7(A), (B) or (C). Coffee may be supplied or made available but is not a requirement of this Agreement; if supplied or made available, it shall be at the expense of the Employee. Every effort will be made to ensure as little disruption of work as possible because of this Article.

(G) Any Employee asked to work through a regular lunch period will be on overtime rates until a lunch period is given. This applies to all shifts.

(H) Where there is a two (2) shift operation, the day shift will be paid Eight (8) hours straight time and the Afternoon shift will be paid Eight (8) hours at 15 % premium. All other hours worked would be overtime.

**(I) Compressed Work Week** - The Employer shall have the prerogative to vary the start/quit time by up to one hour. The Employer may schedule the regular workweek in four consecutive ten ( 10 ) hour days at straight time rates of pay. The four ten ( 10 ) hour days shall be scheduled during a Monday to Thursday or Tuesday to Friday period. Such compressed workweeks may be worked as shift work and premiums will apply for afternoon shifts.

A 15 minute rest breaks shall be taken at the mid point of each half shift and a one half hour meal break shall be taken at the mid point of each shift

If the project requires that the four Ten ( 10 ) hours days becomes five ten ( 10 ) hour days, then the Employer may revert back to regular working hours with overtime.

When working a compressed week, Travel and/or Board

allowances will be paid for five days after Thirty-five ( 35 ) hours at regular rates of pay has been worked including the completion of work on the last five ( 5 ) hours of final day of the regular shift under this article.

When a holiday occurs during the normal workweek, a maximum of thirty ( 30 ) hours per week shall form the basis of straight time rate of pay.

When the shift begins on Monday - Friday, Saturday, Sunday and holidays shall be paid at double the regular hourly rate. When a shift begins on Tuesday - Saturday, Sunday, Monday and holidays shall be paid at double the regular hourly rate."

#### ARTICLE 8 - OVERTIME

8.1 (A) All hours worked before and/or after the normal work hours, Monday through Friday, or all hours worked on Saturday, Sunday or on Holidays shall be paid at double the straight time rate of pay.

(B) Overtime, when worked, shall be divided equally among Employees who are qualified to perform the work that is available and who are engaged in similar types of work on the same job of the Employer on the site.

(C) All overtime shall be on a voluntary basis.

(D) An Employee who has been called back to work within eight (8) hours off, shall be paid applicable overtime rates

(E) An Employee shall be given two (2) hours notice of all overtime provided the Employee is to be involved in such work.

F) Employees required to work more than ten (10) hours Monday through Friday ( excluding condensed work week ) will receive an adequate meal supplied after eight (8) hours worked and at four (4) hours intervals thereafter. Food and beverage should be provided to be eaten on a paid twenty (20) minute break. When such meals are not supplied, the employee shall receive Twenty-eight Dollars ( \$28.00 ), in lieu of a meal. If the Employer provides twenty-four ( 24 ) hour notice of overtime, there will be a paid twenty minute break but no meal and/or Twenty-three dollars meal allowance will be provided or paid. If notified of overtime twenty-four hours in advance and working more than twelve hours, a meal or Twenty-eight ( \$ 28.00 ) shall be provided after twelve hours.

If notice has been given and scheduled overtime is cancelled, the employee shall be entitled to Twenty-eight Dollars ( \$ 28.00 ) for the meal unless notification of cancellation has been given prior to the end of the previous

shift.

(G) When overtime is scheduled on weekends and holidays and employees have been notified prior to the day before, the employee shall be supplied with a hot meal after ten ( 10 ) hours worked and every four ( 4 ) hours thereafter. In lieu of a supplied meal \$ 28.00 will be paid.

**Example** : Should a member work 8:00 AM to 6:30 PM on a weekend or holiday having been notified beforehand, he shall be paid ten ( 10 ) hours at double time including a thirty minute unpaid lunch break.

#### ARTICLE 9 - REPORTING TIME AND CALL BACK

9.1 (A) An Employee who reports for work as usual and cannot be put to work shall receive a minimum of two (2) hours pay at the applicable rate plus subsistence and travelling expenses where applicable, provided he remains on the job site for said two (2) hours, or is released by Employer. This shall apply in all cases unless the Employee has been notified at the end of or during his previous shift.

(B) Every Employee who, after the completion of his regular working hours is called out and required to work in an emergency outside his regular working hours shall be paid four (4) hours at the applicable overtime rate.

#### ARTICLE 10 - HOLIDAYS

10.1 (A) The following days shall be classed as Holidays:

New Years Day	Labour Day
Good Friday	Victoria Day
Thanksgiving Day	Remembrance Day
Canada Day	Christmas Day
New Brunswick Day	Boxing Day

If any of these days fall on a Saturday or Sunday, the following Monday shall be the Holiday or such other day as may be officially proclaimed by Federal, Provincial or Civic Authorities. It is agreed that no Employee shall be required to work on Christmas Day or Labour Day, except for work of an emergency nature.

(B) If an Employee is required to work on any of the Holidays listed in Clause 10(A) he shall be paid double his regular wage rate for the time spent in so working.

#### ARTICLE 11 - VACATION PAY AND STATUTORY HOLIDAY PAY

11.1 (A) Vacation Pay will be paid as established by the New Brunswick Vacation Pay Act except that the rate of pay will be 11% of the Employees' gross earnings to be paid weekly to

Employees.

Also, Statutory Holiday pay will be included in the weekly pay cheque, when it is applicable.

ARTICLE 12 - WAGE RATE

12.1 (A) The minimum rate of wages for Millwright Welders, Machinists and Millwrights shall be as follows:

Feb. 15/10	Jan 1, 2011	Jan 1/12
\$ 33.72	\$ 35.30	\$ 36.87

(B) The minimum rate of wages for Millwrights (Apprentices) shall be as follows:

1st period 60%	2nd period 65%	3rd period 70%
4th period 75%	5th period 80%	6th period 85%
7th period 90%	8th period 95%	

A period shall be 900 hours actually occupied in the Trade.

(C) The ratio of apprentices to journeyman, including foreman and general foreman shall be one (1) apprentice for every three (3) journeymen employed.

(D) The minimum rate of wages for Foremen shall be the Journeyman rate plus Four Dollars (\$4.00) an hour.

(E) Non-Working Foreman is hereby defined as Millwrights having supervisory capacity over not more than ten (10) Millwrights excluding Foreman.

(F) Working foreman is hereby defined as a Millwright having supervisory capacity over from one to three Millwrights (exclusive of working foreman) and who, in addition to supervisory capacity is also required to perform his regular Millwright duties.

(G) When the Employees on a job site is one (1) to four (4) Millwrights, one shall be appointed as a working foreman, pertaining to one (1) Employer.

(H) When the number of Employees reaches five (5) Millwrights on any one job site pertaining to one Employer, one (1) shall be appointed as a non-working foreman.

(I) Concerning the particular work they are performing Millwrights will not be required to take directions or instructions from anyone other than a Millwright, Working Foreman or Non-Working Foreman.

(J) All Millwright welders must hold a qualification certificate issued by the Provincial Department of Labour.

(K) The minimum rate of wages for General Foreman shall be a Journeyman's rate plus Six Dollars (\$6.00) per hour. Such

General Foremen must be members of the Local Union having jurisdiction over the area where employed.

(L) General Foreman is defined as a qualified Millwright who has the ability to accept responsibility and to take charge of non-working foremen under his direction. He shall be appointed by the Employer when there are two (2) or more non-working foremen on any one project and when the crew size exceed twenty (20) Millwrights. The General Foreman shall not be required to take charge of more than seven (7) Foremen.

#### ARTICLE 13 - TRAVEL, EXPENSE AND SUBSISTENCE ALLOWANCE

13.1 (A) Every employee must declare to his Employer his official permanent residential address at the time of hiring.

(B) Any changes in official residential address during employment must be immediately declared in writing to his Employer.

(C) Based on the round trip by shortest public road, route, from the Employees permanent residence as defined in 1 and 2 above to the main entrance of the job site, the following compensation allowances will be paid by the Employer to the Employee for each day worked or reported for work.

(D) If an Employee leaves of his own volition, his daily allowance shall be converted to an hourly basis and an Employee will only be paid for those hours actually worked.

#### ROUND TRIP

Zone A more than 80 Kilometers - \$30.00 per day  
B more than 120 Kilometers - \$40.00 per day  
C more than 160 Kilometers - \$65.00 per day

Daily Board Allowance - Employees, whose permanent residence is more than 180 Kilometers round trip to the job site, shall receive a subsistence allowance of Eighty-six Dollars ( \$ 86.00 ) per day worked.

(E) The Union will certify that the address given by an Employee to an Employer is correct.

#### ARTICLE 14 - PAYMENT OF WAGES

14.1 (A) The Employer shall pay their Employees each week by direct deposit, cash, company cheque or certified personal cheque one day before the last banking day of the week with the number of hours of work and all deductions clearly marked on the cheque stub and in an envelope.

(B) Exchange on cheques - all cheques to be payable at par in the area where the man is working.

(C) No more than seven (7) calendar days shall be held back.

(D) The Association will endeavour to have non New Brunswick firms establish a payroll office in New Brunswick.

ARTICLE 15 - TERMINATION OF EMPLOYMENT LAY-OFF

15.1 (A) Except in case of discharge for just cause, the Employer shall give Employees two (2) hours notice of lay-off or termination employment to end at the beginning of the lunch period or the end of the shift.

(B) Employees who are laid off or discharged from the services of the Employer shall be sent their wages and Record of Employment by mail, Canada post marked within three (3) working days. Should the Employer fail to comply with these provisions, the Employee shall receive eight (8) hours pay at his regular rate for each working day he is kept waiting up to a maximum of forty (40) hours pay.

(C) An Employee may be dismissed for just cause on the authority of the Employer or his authorized representative on the job. Such Employee shall be advised promptly in writing by the Employer of the reason for such dismissal.

(D) Before the Millwright is notified of termination, the Steward shall be notified of the name or names of the Millwrights affected.

(E) Upon commencement of employment where the Employee cannot bring his vehicle on the job site, the Employer shall provide transportation of tools from job gate to job location and upon the termination of employment, the Employer shall provide transportation of the tools from the job location to the job gate.

ARTICLE 16 - TOOLS, CRIB, SHELTER, HEALTH AND SAFETY

16.1 (A) Every Employee must have and maintain a proper kit of tools and it shall be the responsibility of the Employer in conjunction with the Shop Steward to check the Employee's tools to be sure they have and maintain the required tools. This shall be a condition of employment. At commencement of employment, and Employee must present to the Employer a list of personal tools in his kit, showing brand name of tools.

(B) The Employer agrees to furnish segregated, heated, dry, locked facility for the safekeeping of all Millwrights tools on all jobs, same to be kept locked when Millwrights are not working.

(C) employees shall have adequate time before noon and before quitting time for the purpose of picking up and storing tools. A horn or whistle may be used by the Employer as notification when shifts or break periods start or finish.

(D) Employees' tools damaged or stolen as a result of fire or theft while under the Employer's lock and key will have a

suitable replacement supplied by the Employer within five (5) working days of the fire or theft. If the Employer has a lay-off before the said five (5) working days, the Employee has to receive either a suitable replacement or a cash amount equal to the value of the tools before the Employee is terminated.

Liability under this clause is limited to \$3,000.00 and a claim must be made within two (2) working days of the loss. An Employee will not have tools on the Job Site with a value exceeding \$3,000.00

(E) When a Millwright tool crib is established, a Millwright (Journeyman) shall be in charge of such crib, and when a warehouse is established a Millwright shall be employed to handle all of the Millwright material and equipment.

(F) Paper towels, soap, hand cleaner shall be supplied by the Employer.

(G) Adequate toilet facilities shall be provided on all job sites. Same to be heated when weather conditions require and they shall be kept clean and sanitary.

(H) The Employer shall provide sanitary drinking water facilities on all jobs, when conditions require ice-water if available.

(I) Adequate quarters, heated when necessary shall be provided on all jobs for Employees to change their clothes and eat their lunch.

(J) The Employer shall supply approved safety helmets and such other safety equipment as the Employee is not required to provide, and when necessary shall supply rain suits and rubber boots at no charge to the Employee. Tools, safety equipment and other attire furnished by the Employer shall be the responsibility of the employee subject to normal wear and tear and shall be returned on the termination of employment or as the Employer may require. The Employer shall supply, when necessary, acid protective clothing, safety glasses, welders' gloves, hat liners, at no cost to the Employee. Where required, the Employer shall provide Welding Sleeves or Capes and Bibs, same to be returned to the Employer upon termination.

(K) Employees and Employer shall comply with applicable provisions of Provincial Health, Sanitation, Safety Laws and Regulations.

(L) The construction, maintenance, and operation of camp facilities, if provided at the project site, shall be in compliance with all applicable regulations of the Department of Labour. Representation will be made by the Saint John Construction Association to the Department of Labour for a "Construction Camp Act".

(M) Shop Stewards will attend all on-site safety meetings

called by the Employer and/or Owner.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

17.1 Any grievance arising out of the application, interpretation or administration of this Agreement shall be settled in accordance with this Article.

17.2 STEP ONE: Within two (2) working days following the first occurrence of the event that gives rise to it, or following the first knowledge of such event, the Employee shall present his grievance to his immediate supervisor; the grievance may be presented verbally or in writing. Failing any reply or satisfactory settlement within two (2) working days, the Employee may proceed to STEP TWO, presenting the grievance in written form stating the Article or Articles of the Collective Agreement which it is alleged are being violated or misinterpreted.

STEP TWO: A grievance of STEP TWO shall be presented within two (2) working days of the expiration of the two (2) days referred to in STEP ONE. The grievance shall be taken up with the representative of the Employer designated for the purpose.

Should an Industrial Relations Co-Ordinator of the Saint John Construction Association be on site and authorized by the Association to process grievances, the grievance may be taken up with such co-ordinator; in the event of non-appointment or absence the grievance may be taken up with the designated Employer representative. The reply to the grievance shall be given in writing. Failing any reply or satisfactory settlement of the grievance within three (3) working days of presentation under STEP TWO, the grievance may be referred to arbitration by the union by giving written notice to arbitrate.

17.3 An employee in the presentation of a grievance may be accompanied by his Job steward, or Business Agent but by no more than two (2) such persons. In his consideration of a grievance, an immediate Employer supervisor or a designated Employer representative may be accompanied or assisted by an additional Employer representative and by an Industrial Relations Co-Ordinator. In his consideration of a grievance an Industrial Relations Co-Ordinator may be accompanied or assisted by an Employer representative.

17.4 When a grievance arises between the Union and an Employer bound by the Agreement, either party, within seven (7) days of the first occurrence of the event that gave rise to it, may present the grievance in written form, setting out the Article or Articles alleged to be violated, to the other party with a copy thereof, and notice to the Employer party. Representatives of the Union and of the Employer, not

exceeding three (3) each, shall meet for discussion of the grievance within seven (7) working days following the presentation. The Association may designate a person to attend the discussions, and if appointed and present on the site, the Business Agent and an Industrial Relations Co-Ordinator shall be notified and may attend. Failing the convening of a meeting within the time period or failing a satisfactory settlement of the grievance, a notice to arbitrate may be given by the party presenting the grievance within seven (7) days after the expiration of such period.

17.5 The Union may intervene at STEP ONE of an Employee grievance and thereafter, process the grievance with the applicable provisions and procedure. The Saint John Construction Association through its Labour Relations Chairman, may convene or designate a person to convene a meeting for which provision is made for Clause 17.4. The Association may intervene in a grievance 17.4 as a grievance between the parties and the applicable provisions and procedures shall apply.

17.6 Failing the settlement of a grievance in accordance with the above provisions, the grievance within the time provided shall be subject to arbitration in accordance with the following rules:

( 1 ) The following persons are agreed upon as Arbitrators and have agreed to serve as Arbitrators under the terms of this Agreement:

1. Don French
2. Gordon Petrie
3. Roderick Duguay
4. Mark Giberson

17.7 It is understood and agreed in the application of this Article that there is no power in the participants to a settlement to add to, subtract from or modify the terms of this Agreement.

17.8 The sole function of an Arbitrator shall be to interpret the meaning of the Article of this Agreement and to render a decision which shall be binding on the parties. The Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

17.9 Where an Employee has been discharged or disciplined unjustly or unreasonably, the employee shall be reinstated and shall receive compensation in the amount he would have earned had he been working, in such amount as is just and reasonable in the circumstances. If an Arbitrator determines that an Employee has been discharged or otherwise disciplined for cause, the Arbitrator may substitute such

other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all circumstances; the burden of establishing that a different penalty should be imposed shall be on the Employee concerned. The Arbitrator shall have no power to vary a suspension of five (5) working days or less imposed for cause and no power to vary a discharge where the Employee concerned has been the subject to two or more on-site suspensions prior to the incident culminating in the discharge.

17.10 It is understood and agreed that an Employee presenting a grievance or an Employee whose presence is required in the settlement of a grievance, may after satisfactory arrangements made with his immediate supervisor, be given time off without deduction of pay to participate in the presentation of a grievance to the extent that his presence is required during the presentation.

17.11 The times fixed by this Article are mandatory but may be extended by mutual agreement in writing. If a grievance or arbitration is not processed within the time allowed, the grievance or arbitration shall be deemed to have been abandoned. Saturday, Sundays and Holidays shall be excluded in computing the time allowed.

17.12 The cost of arbitration shall be equally borne by both parties thereof.

#### ARTICLE 18 - STRIKES AND LOCKOUTS

18.1 It is agreed that there will be no strikes, lockouts, slow-downs by either party during the life of this Agreement. It is also agreed the Company will not close down a job for more than three (3) days during festive holidays except by mutual agreement between Company and Employees.

18.2 It shall not be considered a violation of this Agreement for employees to refuse to cross or work behind any legal picket line.

#### ARTICLE 19 - SUB-CONTRACTORS

19.1 In the event of any Millwright work being contracted out, the Contractor will make this part of this agreement. This work is to be done at a U.B.C.J.A. shop if any in the job area.

#### ARTICLE 20 - ACCIDENTS AND SAFETY

20.1 (A) On all projects, provisions of the New Brunswick Occupational Health and Safety Act will be adhered to.

(B) An Employee, as a condition of employment, shall wear an approved safety helmet on the job site and shall own and wear his own protective footwear and proper clothing

required in the normal course of his work.

(C) Job Steward shall bring to the attention of the Safety Officer or the Employer representative any unsafe conditions, unsafe Acts or violations of safety regulations. Job Stewards and Foremen shall acquire a basic knowledge of first-aid under such arrangements as may be agreed upon mutually.

ARTICLE 21 - LEAVE OF ABSENCE

21.1 The Employer shall allow two (2) designated members of the Union leave of absence without pay to attend official Union Conventions and/or negotiations.

ARTICLE 22 - DEDUCTION OF DUES AND ASSESSMENTS

22.1 (A) Upon written authorization from the Employee, the employer agrees to deduct three per cent (3%) plus Five cents ( \$ 0.05 ) for NBCBTC plus Five cents ( \$ 0.05 ) for UBC Millwrights Labour Management Industry Promotion Fund as a working assessment, of the employee's base rate earnings, and remit the same to the N.B. Regional Council within ten (10) days following the month in which the deductions were made. Such deductions shall be accompanied by a list of names of Employees, hours of work and from whom the deductions were made. Base rate earning for the purpose of this should not include Vacation Pay, Health and Welfare, Pension, Board or Travel Allowance.

(B) All remittances due to Local #2262 Millwrights shall be sent to N.B. Regional Council, 528 MacLaren Avenue, Fredericton, N.B., E3A 3K7.

(C) The Employee will contribute Three Dollars (\$3.00) for every hour worked by a Journeyman or Apprentice. This contribution will be deducted by the Employer and made out as follows:

London Life Insurance Co. c/o Millwrights Group Plan # 37699  
and sent to:

Great West Life Group Retirement Services  
London Life Insurance Company  
C/o Liz Dileroto  
255 Dufferin Avenue  
London, Ontario  
N6A 4K1

of which Three Dollars (\$3.00) will be deposited to the Employee RRSP. The employer will send a list of the names and hours worked for whom the contributions are made. Members who are ineligible to contribute due to age contribution restrictions, must give written notice to the

employer not to deduct and remit these funds.

A list will also be submitted to the N.B. Regional Council, Millwrights # 2262 showing the Employees Name, Local Union to which they belong and the hours worked.

ARTICLE 23 - HEALTH, WELFARE, PENSION AND TRAINING

23.1 Health, Welfare, Pension and Training

(A) The Employer and the Union confirm the establishment of the New Brunswick Millwrights Health and Pension Trust Fund ( the Fund ) in accordance with a Trust Agreement between the Union and the Employer, and their designated Trustees. The purpose of the Trust Fund is to provide health and other insured benefits the Trustees, in their sole discretion, determine (the Insured Benefits ), and pension benefits, for Union members to the extent that funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by Local 2262 and the Employer in accordance with the Trust Agreement.

The Trustees may, in their discretion in accordance with the Trust Agreement, (i) establish programs to permit employees of the Union and employees of an employer( including the Association ) to participate in one or more of the insured benefits and pension benefits, (ii) establish self payment programs for retired members of the union to participate in one or more of the insured benefits, and (iii) permit members of another Local of the United Brotherhood of Carpenters and Joiners of America Millwrights ( Affiliated Locals ) to participate in one or more of the insured benefits and pension benefits.

Permit employees ( non-union employees ) employed under Article 5 of this collective agreement are not entitled to any of the insured benefits or pension benefits.

Employees do not have any interest in the Trust Fund or in the monies contributed by them or an employer for the provision of insured benefits. Employees are only entitled to the insured benefits for which they are eligible in accordance with the plan or plans purchases by the Trustees to provide the insured benefits and are not entitled to a refund or payment of any amount from the Trust Fund at any time or for any reason.

(B) The Employer shall pay :

(a) effective February 15, 2010 Seven Dollars and Thirteen Cents ( \$ 7.13 ); effective January 1, 2011 Seven Dollars and Thirty-eight Cent ( \$ 7.38 ); effective January 1, 2012 Seven Dollars and Sixty-three Cents ( \$ 7.63 ) per hour worked by the employee on a straight time basis to the Trust Fund, and

(b) effective February 15, 2010, Nine Dollars and Thirteen Cents ( \$ 9.13 ); effective January 1, 2011 Nine Dollars and

Sixty-three Cents ( \$ 9.63 ); effective January 1, 2012 Ten Dollars and Thirteen Cents ( \$ 10.13 ) per hour worked by the employee for all overtime hours to the Trust Fund.

From the hourly amount contributed by the employer on a straight time basis, the Trustees shall pay Twenty-two Cents ( \$0.22 ) to the Saint John Construction Association as a contribution to the Labour Relations and Education Trust Fund, effective February 15, 2010 Four Dollars( \$ 4.00 ), effective January 1, 2011 Four Dollars and Twenty-five Cents ( \$ 4.25 ); effective January 1, 2012, Four Dollars and Fifty cents ( \$ 4.50 ) for hours worked by a union member for the acquisition of pension benefits for the union member, and the remaining amount shall be applied to the purchase of insured benefits for union members and to cover costs of administrating the trust ( including the education of the Trustees with respect to their obligations as trustees ).

From the hourly amount contributed by the employer on all overtime hours, the trustees shall pay effective February 15, 2010, Six Dollars ( \$ 6.00 ), effective January 1, 2011 Six Dollars and Fifty Cents ( \$ 6.50 ) and effective January 1, 2012 Seven Dollars( \$ 7.00 ) for hours worked by a union member for the acquisition of pension benefits for the union member and the remaining amount shall be applied to the purchase of insured benefits for the union members and to cover the costs of administrating the trust ( including the education of the trustees with respect to their obligations as trustees ).

(C) It is a condition of employment and compulsory that all employees pay Thirty Cents ( \$ 0.30 ) per hour worked on a straight time basis from his or her hourly rate to the trust fund to be applied first to the purchase of disability benefits, then to the purchase of life insurance, and the remaining amount to the purchase of the insured benefits for union members only, and to the costs of administrating the trust. The employer shall deduct the Thirty Cents ( \$ 0.30 ) per hour worked on a straight time basis from each union member and remit it in accordance with the terms of this article.

(D) If directed by the union, the trustees shall remit ( net of reasonable administrative costs if considered appropriate by the trustees ) all contributions made for or on behalf of an affiliated local who is performing work within the jurisdiction of the union under the provisions of a collective agreement to the trustees or administrator of a benefit plan established by the affiliated local of which he

or she is a member.

(E) The employer shall pay Forty Cents ( \$ 0.40 ) per hour worked on a straight time basis by an employee to the Union as a contribution to the Apprenticeship and Training Plan. The employer agrees to pay an additional Twenty Cents ( \$ 0.20 ) per hour worked on a straight time basis to the Safety Training Plan for the purpose of training the union membership in the following safety training required to provide the employer with a work ready labour force upon hire. The specific courses are WHMIS, Fall Protection, Confined Space Training and Standard First Aid for the Workplace.

The union may supply further safety training for its members if the plan can financially afford it.

Any member who has not received the appropriate training shall not be referred to an employer for employment unless prior arrangements have been made between the employer and the union.

(F) The employer shall remit all contributions and payments for each month by cheque or other means of payment on or before the fifteenth ( 15<sup>th</sup> ) of the following month to the New Brunswick Millwrights Health and Pension Trust Funds c/o Belmont Financial Group, 580 Main Street, Suite 110, Saint John, N.B. E2K 1J5.

Should contributions under Articles 22 and 23 not be received by the fifteenth ( 15<sup>th</sup> ) day of the month following the month the contributions are paid, the employer shall pay an amount equivalent to twenty percent ( 20 % ) of the due contributions to the financial secretary of the union.

(G) All deductions are to be shown on each employee pay stub.

( H ) It is a condition of employment and compulsory that all employees provide each employer with his or her Social Insurance Number ( SIN ) for the following purposes :

(i) use of the SIN by the employer for payroll administrative and related or ancillary purposes including its use as a personal identifier in payroll administration with authority in each employer to provide an employee's SIN to third parties involved in providing payroll services on behalf of the employer or administering employee benefits on behalf of the employer or the union and its members including, in particular, providing employee's SIN with each remittance to the Trustees of the Trust Fund and Administrator of the Trust Fund, and

(ii) use of the SIN by a third party provided with an employee's SIN as a personal identifier in providing payroll services or in administering employee benefits with

authority in each third party to provide an employee's SIN to other third parties necessarily involved in providing employee benefits on behalf of the union and its members including providing an employee's SIN with each remittance to an insurer or other provider of employee benefits for members of the union.

#### ARTICLE 24 - GENERAL

24.1 (A) Millwrights shall perform their own rigging.

(B) The parties agree to co-operate in and to facilitate the formulation and development of training programs to improve basic skills, to increase safety knowledge and/or to enforce industrial relations.

The Union will supply its members with training as per the N.B. Occupational Health & Safety Act. The Union will endeavour to see that its members receive the site orientation programs as offered by the various client facilities throughout the Province so its members are available for productive employment upon hire by the Employer.

(C) All Employees not reporting for work shall notify the employer concerned before the beginning of his shift or must give a reason satisfactory to the Employer for failing to report.

(D) If and when Time or Brass Stations are installed on a job site, there shall be one time Clock or Brass Station for each fifty (50) Employees or major part thereof and such time clocks or brass stations shall be housed in a building large enough to keep Employees dry while waiting to brass or punch out in inclement weather conditions. Adequate time shall be given to brass out and punch out.

(E) Levelling and aligning by all methods including optical instruments shall be performed by Millwrights, as pertaining to Millwright work.

(F) Whenever a welding test is required by the Employer, it is agreed that the Employee, while taking such test, shall be in the employ of the Employer and such test taken on Employer's time. Said test cost to be absorbed by Employer.

(G) All uncrating and cleaning of machinery under Millwright jurisdiction shall be done solely by Millwrights.

#### ARTICLE 25 - HIRING

25.1 (A) Employers working on jobs or projects located in the North and/or South Zones of the union shall hire all Millwrights through the office of Local Union #2262 located, at 120 Ashburn Road, Saint John, N.B., E2J 5E2 3K7. Phone - 506-632-8841, Fax - 506-632-2055.

After hours call Steve Thorne at 650-1243

North Zone is defined as that part of New Brunswick North of Latitude 46 degrees 30 minutes.


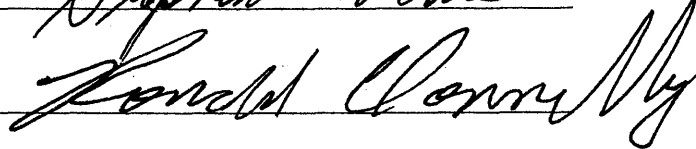
South Zone is defined as that part of New Brunswick South of Latitude 46 degrees 30 minutes.

ARTICLE 26 - TERM AND DURATION OF AGREEMENT

26.1 If either of the contracting parties desires to alter or amend the terms of this Agreement at its termination, at least two (2) months notice shall be given previous to its expiration and every effort shall be made to reach a settlement on\or before the expiry date hereof. The Agreement to remain in effect with no changes in any part thereof until a new Agreement is signed. This Agreement shall be in effect for a term beginning February 15, 2010 and shall continue in force until the 31th day of December, 2012, and shall be automatically renewed thereafter for successive periods of twelve months, unless either party requests the negotiations of a new Agreement by giving written notice to the other party not less than thirty(30) days and not more than ninety (90) days prior to the expiration date of this Agreement or any renewal thereof.

SIGNED IN THE CITY OF SAINT JOHN THIS 15th DAY OF February  
2010.AD.

SIGNED ON BEHALF OF THE  
MILLWRIGHTS LOCAL UNION NO. 2262

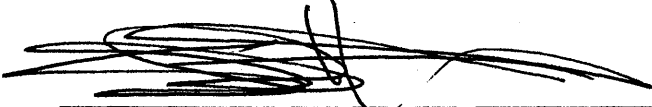
  
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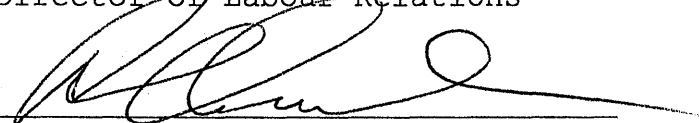
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Witness

SIGNED ON BEHALF OF

SAINT JOHN CONSTRUCTION ASSOCIATION, INC., AND

ITS ACCREDITED MEMBERS

  
\_\_\_\_\_  
Director of Labour Relations

  
\_\_\_\_\_

\_\_\_\_\_  
Witness