

**2018-2020
INDUSTRIAL COLLECTIVE AGREEMENT**

BETWEEN:

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL 1386**

AND

INDEPENDENT CONTRACTORS

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RECOGNITION

1. The undersigned Employers recognize the United Brotherhood of Carpenters and Joiners of America, Local 1386 (the "Union"), as the sole collective bargaining agent for all Carpenters, Carpenters Apprentices, Foreman and/or other Tradesmen in its employ on Industrial work in the counties of Sunbury, York, Carleton, Victoria and Madawaska (the "Independent Area"), and for all work on bridges and overpasses in the Province of New Brunswick. The Employers recognize and agree to implement the craft jurisdiction of the Union.

2. The Union recognizes the Employers and agrees that no conditions of work separate and apart from the conditions set out in this Agreement will be sought or condoned by the signatories to this Agreement or any other contractors who commence work in the sectors and geographic areas recognized by this Agreement.

TERMS AND CONDITIONS OF EMPLOYMENT

3. The Union and signatory Employers agree that the terms of the Industrial Collective Agreement between the Union and the Saint John Construction Association ("SJCA"), will apply to all Industrial work performed within the Independent Area, and to all bridge and overpass work performed in the Province of New Brunswick, with the following revisions:
 - (a) The signatory Employers are not required to pay the \$0.12/hr fee for the SJCA Industrial Relations and Education Trust Fund, which is contained within the Health and Welfare Plan remittances set out in Article 24 of the SJCA Industrial Agreement. The applicable rate for Health and Welfare Plan remittance, as shown in shall be \$2.25/hr, not the \$2.37 shown on the wage schedules to the SJCA Industrial Collective Agreement, except as may be amended in future collective agreements.

 - (b) Where the SJCA Industrial Collective Agreement refers to a right or duty of the SJCA, it will be read as being a right or duty of the individual signatory Employers.

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(c) All work performed by a signatory Employer on bridges or overpasses will be subject to the wage and benefit rates in the SICA Industrial Collective Agreement, except that hours of work will be in accordance with Appendix "A".


TERM AND RENEWAL


4. This Agreement shall be in effect for a term commencing on the date of signing until June 30, 2020, and shall be automatically renewed for successive periods of twelve (12) months unless either the Union or a signatory Employer gives the other party written notice of its intention to commence collective bargaining at least sixty (60) days prior to the expiration date of the Agreement. The terms of this Agreement shall remain in effect during negotiations with no changes until a new agreement is signed, or the parties have complied with the provisions of the *Industrial Relations Act*.

AGREED BY the parties hereto on the signature dates indicated for each signatory Employer.

UNION:

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 1386

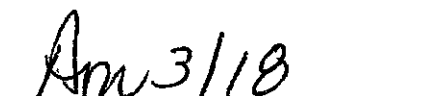

James Dawson, Financial Secretary


Dated

SIGNATORY EMPLOYERS:

BROCK CANADA INDUSTRIAL LTD.


Peter Dunphy, VP Operations


Dated

APPENDIX "A"

HOURS OF WORK FOR WORK ON BRIDGES AND OVERPASSES

6.1 Day Shift – A regular working week consisting of not more than fifty (50) hours of work to be performed during regular shift periods, and a regular shift period consisting of not more than ten (10) hours of work per day, between the hours of 7:00 am and 7:00 pm, with a one-half hour unpaid lunch period, which is to be taken as near to the middle of the shift as possible.

6.2 When work is available and an Employee does not reach fifty (50) hours worked due to inclement weather from Monday to Friday, the Employer will attempt to schedule additional hours to enable the employee to achieve up to 50 hours.

6.3 All hours worked in excess of ten (10) hours in a day, and all hours worked on a Saturday, Sunday or Statutory Holiday, shall be paid at the rate of two times the regular wage rates, except for make-up time. There will be no pyramiding of overtime rates.

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