

**INDUSTRIAL
COLLECTIVE AGREEMENT
BETWEEN
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA LOCAL #1386
AND
THE SAINT JOHN CONSTRUCTION ASSOCIATION, INCORPORATED
ON BEHALF OF ITS ACCREDITED MEMBERS
2017-2020**

A-15

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INDUSTRIAL

DEFINITIONS-This Agreement to include the following classifications of work. Industrial projects shall be defined as the initial construction, modernization, expansion or addition to the existing facility or facilities as outlined herein.

- Power Plants**
- Pulp & Paper Mills**
- Mining Operations**
- Refineries**
- Heavy Water Plants**
- Cement Plants**
- Shipyards**
- Dry Dock Facilities**
- Automobile Assembly Plants**
- Tire Plants**
- Smelter**
- Foundries**

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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 - RECOGNITION

2.1 LOCAL #1386

The Employers recognize the United Brotherhood of Carpenters and Joiners of America Local #1386 as the sole collective bargaining agents for all Carpenters, Apprentices, Foreman, and/or Tradesmen in its employ in the City of Saint John and in the Counties of Kings, Queens, Charlotte and Saint John. The Employer recognizes and agrees to implement the craft jurisdiction of the Union.

2.2 The United Brotherhood of Carpenters and Joiners of America Local Union #1386 recognizes the Employer and agrees no conditions, separate or 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 comes in the jurisdictional area of this Agreement.

2.3 **Resolution on Commitment to Excellence** - Whereas the best way to protect our jobs and to expand our job opportunities is for our membership to be the most productive, skilled and safe workers available, and whereas if our signatory union contractors are to have the competitive edge that allows them to win contracts they must be able to deliver quality work on time and on budget and, whereas owners and companies are demanding safe worksites with no disruptions and, increasingly, drug and alcohol testing therefore it is resolved that the New Brunswick Council of Carpenters, Millwrights and Allied Workers adopt a Commitment to Excellence that shall include the criteria and measures set out below:

Commitment to Excellence - The Standards for Excellence shall include, but not limited to: No Absenteeism; Timeliness - arriving at work on time, fit for duty with the proper tools and clothing, working a full day and keeping breaks to the prescribed limit; Superior productivity, safety and cooperation; Strict adherence to established drug and alcohol policy; No personal business conducted on company time; Respecting company property, our employer's tools and tools of our co-workers; Follow employer site rules, work procedures, policies and directives.

Honouring our Commitment: The Commitment to Excellence shall be honoured by: Teamwork - every member working together with foremen and job stewards, on every task, to deliver a superior product in every respect; Compliance - our job stewards and Union representatives, working with the entire management team, will monitor and enforce the Standards of Excellence.

Enforcing our Commitment to Excellence: The Commitment to Excellence shall be enforced by: Members unwilling to comply with our Commitment to Excellence will be brought before the Regional Council Disciplinary Committee. The Disciplinary Committee will take appropriate corrective action which may include imposition of

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internal disciplinary procedures, up to and including charges under the Carpenters' Constitution.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Subject to this Agreement the Union recognizes the right of the Company to manage its business and direct the working force.

ARTICLE 4 - HIRING

- 4.1 The Employer agrees to hire and continue to employ only members of the Union in good standing with Local Union #1386. The Employer agrees to communicate their requests for Carpenters, Apprentices, Foreman and/or Tradesmen to the Local Union. The Employer will stipulate the type of work to be performed and the Union will provide Members qualified to do the work involved. A member dispatched as a foreman at the request of the employer, must complete his work term with the employer as a foreman, and shall return to the out of work list when a foreman position is no longer available. Members shall have possession of a work referral slip issued by the Local Union #1386. The Employer will have the right to name hire Fifty Percent (50 %) of his Employees, from the Membership of the Union. The work referral slip issued by the Union shall contain a comprehensive history of all trade certifications, qualifications and work experience in the skills required and/or apprenticeship status. The Employee will be required to accurately complete an " Employee Record " form supplied by the Employer at the time on initial employment. The Local Union will supply the Employees from the geographic area where the work is being performed.
- 4.2 If the Local Union is unable to provide the required manpower within two (2) working days, the Employer is free to hire manpower from other sources, providing such manpower shall be in good standing or apply for Membership in the Union.
- 4.3 The Employer shall at times of lay-off give preference of continued employment to those Members in good standing who are Members of Local Union # 1386 and residents of the geographic area where the work is being performed providing the members have the required skills and meet production standards.
- 4.4 The Employer will, once a month if requested, provide a list of names of foremen and sites where members are working. The Employer will, once a month if requested, provide names of foremen and the sites where members are working.

ARTICLE 5 - HOURS OF WORK

5.1 DAY SHIFT

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 a one-half hour for lunch, unpaid, 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..

5.2 AFTERNOON SHIFT

A regular working week consisting of not more than thirty-five (35) hours of work to be performed during regular shift periods and a regular shift period consisting of not more than seven (7) 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 4:30 P.M. and 12:00 Midnight, with one-half hour for lunch, unpaid, which is to be taken between the hours of 8:00 P.M. and 8:30 P.M..

5.3 NIGHT SHIFT

A regular working week consisting of not more than thirty-five (35) hours of work to be performed during the regular shift periods. And a regular shift period consisting of not more than seven (7) 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 12:01 A.M. and 7:30 A.M., with one-half hour for lunch, unpaid, which is to be taken between the hours of 3:30 A.M. and 4:00 A.M.. Afternoon and night shifts will be paid eight (8) hours pay for seven (7) hours work.

5.4 If it is necessary to work special shifts other than the three (3) specified above, the hours for such shifts shall be negotiated before the commencement of work.

5.5 TIDE WORK ON A SPECIAL SHIFT

In recognition of the unusual restrictions that are imposed on any Employer engaged in work that is subject to the ebb and flow of the tides. It is agreed that the starting and quitting time of the regular day shift may be altered to accommodate the particular work involved subject to the following terms and conditions.

(1) When tide work is required, Employees shall receive eight (8) hours pay for seven (7) hours worked.

(2) At least twelve (12) hours notice will be given to the Employees prior to commencement of tidal shift work.

Once Employee commences work on tide work, he shall receive the applicable condition for that day.

5.06 (A) When it is necessary to work three (3) continuous shifts for the purpose of continuous concrete pouring and all related form work to this pour, the following hours of work shall prevail.

3 Shifts, namely:

8:00 A.M.	-	4:00 P.M.
4:00 P.M.	-	12:00 MIDNIGHT
12:00 MIDNIGHT	-	8:00 A.M.

including one-half hour in each shift for lunch which will be paid by the Employer, but will be so scheduled for the Employees to permit the continuous pouring of concrete.

Any Employee working beyond his shift of eight (8) hours shall receive double time.

5.6 (B) It is agreed and understood that on three shift operations the fifteenth (15th) shift may be worked on straight time on Saturday until 7:00 A.M. provided however that the

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applicable shift premium shall be paid.

- 5.7 All Employees shall be at their place of work at the start of the shift and the place of work is the location where the work is actually performed.

ARTICLE 6 - OVERTIME

- 6.1 If practical, overtime shall be divided equally among the Employees doing the work in question.
- 6.2 All overtime work shall be on a voluntary basis.
- 6.3 Employees required to work more than two (2) hours past their regular shift shall be supplied with a hot meal or given an amount of \$25.00 in lieu of the meal. Such meal is to be supplied two (2) hours after the end of the regular shift and each subsequent four (4) hours thereafter. On overtime scheduled for more than two (2) hours, a meal will be supplied at the end of the regular shift, and each subsequent four (4) working hours thereafter.
- 6.4 Time worked on Saturday, Sunday and Statutory Holidays shall be overtime and shall be paid at the rate of double time.
- 6.5 Overtime shall be applied after the regular hours of work, as per Article 5.

ARTICLE 7 - AFTER STARTING TIME

- 7.1 When an Employee starts work and is sent home for lack of work due to a situation under the control of the Employer or inclement weathers, he shall receive a minimum of two (2) hours pay at the applicable rate, or six (6) hours pay including fringe benefits if he works beyond the regular lunch break period.
- 7.2 An Employee who completes his regular work day, and is called back after leaving work, shall receive no less than four (4) hours pay at straight time basis.
- 7.3 Articles 7.01, 7.02 shall apply on Saturdays, Sundays and Holidays at applicable straight time rates.
- 7.4 The rest period of one shift shall prevail between work periods or overtime rates shall prevail.

ARTICLE 8 - VACATION AND STATUTORY HOLIDAYS

- 8.1 The following listed Holidays shall be recognized and observed as Statutory Holidays for purposes of this Collective Agreement.

New Years Day	Dominion Day	Family Day
Queens Birthday	Boxing Day	
Remembrance Day	Christmas Day	
Thanksgiving Day	New Brunswick Day	
Good Friday	Labour Day	

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If any of the above Holidays fall on a Saturday or Sunday, the following Monday will be the recognized Holiday, except where Christmas falls on a Saturday or Sunday, then the following Monday will be the Holiday for Christmas and Boxing Day.

- 8.2 Vacation Pay shall be paid in accordance with the New Brunswick Vacation Pay Act, payable at 10% during the life of the Agreement.
- 8.3 Vacation Pay shall be paid weekly.
- 8.4 Labour Day shall be a paid Holiday. When an Employee works on Labour Day he shall receive double time plus his regular days pay. To be eligible for Labour Day, the Employee must work the working day before and the working day after Labour Day.
- 8.5 Vacation time off shall be taken at a mutually convenient time arranged between the Employee and the Employer.

ARTICLE 9 - APPRENTICESHIP TRAINING

- 9.1 All apprentices shall be employed in accordance with the provisions of the New Brunswick Training Certification Act and the parties hereto agree to observe all the provisions of the said Act.
The ratio of apprenticeship shall be one (1) apprentice to every two (2) journeymen. The third man hired shall be an apprentice.

9.2 The rate for each twelve (12) month period is as follows:

First Year (12 months)	75 % of Journeyman's Rate
First Sector completed	80 % of Journeyman's Rate
Second Sector completed	85 % of Journeyman's Rate
Third Sector completed	90 % of Journeyman's Rate

Should any apprentice fail to pass their divisional examination as set down by the Department of Labour, then such apprentice shall not be entitled to receive their next incremental increase in pay.

- 9.3 The burden of proof in respect to time actually worked at the trade and divisional examinations successfully completed is entirely the responsibility of the apprentice and must be substantiated to the complete satisfaction of the employer prior to receiving an adjustment in hourly rate as outlined in Article 9.2.
- 9.4 Apprentices must also become a member of the Union and remain a member in good standing. All apprentices must attend school when notified.

ARTICLE 10 - MAINTENANCE OF TOOLS

10.1A All Employees at the beginning of their engagement shall have tools in good working condition, subsequent to this, tools shall be maintained in such condition on Employers time with Employers permission. On notice of lay-off of Employees, if employed one week shall be given two (2) hours to be used for conditioning tools. If saw filers are employed on the site, they shall be members of the Union. All power tools shall be

supplied by the Employer and kept in safe operating condition by the Employer.

- 10.1B The Employer shall provide a suitable secure and heated building for Employees to store their tools which require protection and is responsible for compensation or for the replacement of tools by their "brand name" destroyed or damaged by fire or lost by theft when in the place of storage and under the Employers lock and key. The liability shall not exceed the value of the tools or the sum of \$1,000.00 whichever is the lesser, and payable within a ten (10) day limit. Liability under this clause shall relate only to tools on the list of tools filed by the Employee at the commencement of work. A claim must be filed within two (2) days of the loss, damage or destruction, unless good reason can be shown for not having done so. All Employees (Carpenters, Apprentices, etc.) shall have a tool box in good condition, which can be locked.

ARTICLE 11 - JOB CONDITIONS

- 11.1 A ten minute paid break shall be allowed at the midpoint of each half shift, to be taken in a dry heated building supplied by the Employer.
- 11.2 The Employer agrees to furnish a dry and heated locked shed or room for safekeeping of carpenters tools which require protection on all jobs, same to be kept locked when Carpenters are not working.
- 11.3 Employees shall have five (5) minutes before quitting time for purposes of picking up and storing tools.
- 11.4 Adequate toilet facilities shall be provided on all jobs, same to be kept clean and sanitary at all times. Where there is running water on site, the Employer shall supply flush toilets.
- 11.5 The Employer shall provide sanitary drinking water facilities on all jobs. Ice will be added in summer months when a container is used and when ice is readily available.
- 11.6 Adequate quarters, heated when necessary, shall be provided on all jobs for Employees to change their clothes and eat their lunch.
- 11.7 The employee shall be responsible to provide his/her own CSA approved workboots/footware, wore at all times. The Employer will provide where necessary, safety vests/jackets, raincoats, rubber boots, safety helmets, gloves and safety goggles for use of the Employees. The employer shall be responsible for any additional site specific PPE that may be required on a work site. Such equipment shall be under the care of Employees and shall be returned on termination of employment or at Employer's request.
- 11.8 If power tools, patent mitre boxes or staplers are required, they shall be supplied by the Employer. Their use, handling, maintaining and storage will be directed by the Employer and shall be in charge of a Journeyman or an Apprentice under the direction of a Journeyman.

ARTICLE 12 - UNION REPRESENTATIVES - JOB STEWARDS - DISCRIMINATION

- 12.1 Union Representatives shall have access to all job sites after first informing the Project Manager or person in charge. Whenever security regulations prevent access to any job or project, the Employer shall assist the Union Representatives in obtaining the necessary pass or permission to gain access to the sites.
- 12.2 When there are three (3) or more Employees of the Employer on a job site, the Business

Agent of the Union may appoint a Job Steward from among the Certified Journeymen Carpenters of the Employer. A second steward may be appointed when there are more than fifty (50) journeymen carpenter members of the Union on the site of the Employer. The Job Steward shall be a Journeyman qualified in his trade. The Job Steward will be appointed by written notice of appointment to the Employer and where possible the "Association". Recognition of the Job Steward shall be effective from receipt of notification of appointment and shall be effective until written notice is received or revocation.

- 12.3 The Job Steward shall be recognized as the representative of the Union on the job. His duties shall be to see to it that the Agreement is not violated by either party to this Agreement. If and when a violation of this Agreement occurs, the Steward shall draw it to the attention of the offending party. The Job Steward may be called upon by the Employer or the "Association" to assist in the settlement of grievances.
- 12.4 The Job Steward, without sustaining any loss of pay, or being subject to any discrimination measure, shall, during working hours carry out his duties under this Collective Agreement. The Job Steward shall be given a preference in employment. All Employees hired provided that the preference shall not apply where there is no more work to be done in his trade or occupation. The Job Steward shall be included in all overtime work; if it is unreasonable to maintain him on overtime work, a substitute Steward will be appointed by the Job Steward.
- 12.5 No Carpenter or Tradesman shall be refused employment because of his race, colour, creed, age or national origin. Both parties agree that this Collective Agreement is subject to the provisions of the Human Rights Code and to Section 9 sub-section (3) and (4) of the Industrial Relations Act. S.N.B. 1971, C9.
- 12.6 The Employer agrees to give an authorized representative of the Union the names of the Employees on the job at least once a month, if requested. This will apply to tradesmen and apprentices only.

ARTICLE 13 - UNION SECURITY AND CHECK-OFF

- 13.1 All Carpenter Foremen, Journeymen Carpenters, Tradesman and Carpenter Apprentices, as a condition of employment and continued employment must be a Member of the Union.
- 13.2 The Employer further agrees to deduct from the wages of new Employees, the regularly authorized union initiation fee and forward in the same manner to the Local Union.
- 13.3 Union working dues of 3.5 % of gross earnings before deductions for all hours worked by the Employees shall be deducted from the Employees hourly rate. The Union Working Dues and Initiation Fees deducted shall be remitted to the Financial Secretary of the Local Union not later than the Fifteenth (15th) day of the month following such deductions, together with a list of all Employees and their Social Insurance Numbers on whose behalf such deductions have been made. The Employer further agrees to pay interest of Three Percent (3%) per day for each day of delinquency on all overdue remittances provided the Employer is given a grace period of Ten (10) days in addition to the required regular time for remittances as referred to above.

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13.4 The employer also agrees to deduction and remit from each employee, based on the amounts below, per hour on or before the fifteenth (15th) day of each month, together with a list of all employees and Social Insurance Numbers thereof to:

Carpenters Union Local # 1386
82 Timothy Ave. S
Fredericton, N. B.
E3C 2B8

Journeymen

November 12, 2017 Fifteen Cents (\$ 0.15) per hour

Apprentices

November 12, 2017 Twenty Cents (\$ 0.20) per hour

ARTICLE 14 - SUB CONTRACTING

14.1 It is hereby agreed by both parties that in event of any onsite carpentry or trades work being contracted out, an Employer will make this contract a part of their Agreement with the sub-contractor and advise the Union.

ARTICLE 15 - JURISDICTIONAL DISPUTE

15.1 In the event that any jurisdictional dispute shall arise over the assignment of work represented by this Agreement, an immediate assignment of the work in question shall be made by the company representative, based upon local area practice, and decision and agreements of record or other information available. The work is then to continue and if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a decision. There will be no stoppage of work due to a jurisdictional dispute.

ARTICLE 16 - TERMINATION OF EMPLOYMENT OR LAY-OFF

- 16.1 Except in the case of discharge for just cause the Employer shall give an Employee the two (2) hours notice of lay-off or termination. Employment is to end at the beginning of the lunch period or the end of the shift.
- 16.2 When employment is terminated by an Employer the earned wages in full of the Employee shall be paid immediately. His vacation pay and his separation slip shall be mailed to him,

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by registered mail within two (2) regular working days of the termination; if the Employee prefers he may inform the Employer when he leaves the job site that he will pick up the above items at the on-site office of the Employer at a mutually agreed time no later than the afternoon of the second regular working day after the termination of his employment.

When an Employee is discharged for disciplinary reasons, he shall be paid wages within twenty-four (24) hours or shall receive two (2) hours pay at the regular hourly rate.

ARTICLE 17 - PAYMENT OF WAGES

- 17.1 Wages are to be paid either by cash, cheque or direct deposit, negotiable at par at a chartered bank, not later than Thursday, if paid by cash the Employer will have the right to pay on Friday of each week during regular working hours. If the employer fails to pay the employee according to the guidelines outlined herein, the employee shall receive and additional two (2) hours pay at straight time unless payment was not received due to a power outages or technical difficulties beyond the employers' control.
- 17.2 An earnings statement shall accompany each payment of wages giving the name of the Employer, the name of the Employee, the date of payment. The statement shall show particulars of the number of hours worked at regular, overtime premium and other rates, the gross amount of wages, the amount of vacation pay, the nature and amount of the wages. If payment is made by cheque, the earnings statement may be the cheque stub, if the required information is set out on the stub. Travel and Board Allowances shall be shown separately. Earnings statements shall be given to the employee in a sealed envelop to protect privacy of the individual, unless earnings statements are electronically transmitted.
- 17.3 If the regular pay day is a holiday, then the pay day shall be one day earlier.

ARTICLE 18 - HEALTH AND SAFETY

- 18.1 On all projects, provisions of the New Brunswick Occupational Health and Safety Act shall apply.
- 18.2 The Employer and Union agree that they mutually desire to maintain a high standard of Safety and Health on the projects and for the Employer to make adequate and reasonable provisions for the Safety and Health of the Employees.
- 18.3 An Employee who is injured during working hours and requires hospitalization shall be paid until the end of the shift.
- 18.4 When a project is stopped by the Safety Inspector due to unsafe conditions the Employee affected will be paid to the end of the half shift he is working.
- 18.5 An Employee absent by reason of illness or accident who wishes to return to work shall be reinstated by the Employer if work is available.

ARTICLE 19 - STRIKES AND LOCKOUTS

- 19.1 It is agreed that there will be no strikes, lockouts, slowdowns, by either party during the

life of this Agreement. Refusal to cross a legally established picket line will not be considered a violation of this Agreement.

ARTICLE 20 - LABOUR MANAGEMENT COMMITTEE

- 20.1(A) It is mutually agreed that a Labour Management Committee shall be set up in each jurisdictional area of the Province. The Committee shall hold quarterly meetings to discuss problems applicable to the Construction Industry. Dates of such meetings shall be arranged by the Local Committee. The Committee Members are the Negotiating Committee for the Union and the Negotiating Committee for Management.
- (B) Both Parties of this Agreement, at any time when they may decide, may call a Meeting of the Labour Management Committee to discuss special changes to the Agreement, which may deal with a specific problem. The decisions of the Committee must be finalized before Tenders on a Project close, and the conditions must apply to all Parties of this Agreement.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.1 The Employer shall allow designated members of the Union leave of absence without pay, to attend official Union conventions or Union business.
- 21.2 In the event of the death of his wife, or his child, mother or father, any Employee shall be granted a leave of absence without pay of seven (7) days.
- 21.3 In the event of the death of a brother or sister, grandparent or grandchild of an Employee, a leave of absence without pay of four (4) days will be granted to attend the funeral.

ARTICLE 22 - GRIEVANCE AND ARBITRATION

- 22.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated either by the Employer, the Employers Representative and/or Construction Association, the Union or by an Employee it shall be settled in accordance with this Article. Any grievance not filed within seven (7) working days of first knowledge of such event will be deemed not to have occurred.
- 22.2 The griever shall first present his grievance verbally to the Foreman under whose direction he is, or in the case of a dismissal was working. The Employee may be accompanied by his Steward. The Foreman shall give his answer not later than 12:00 Noon following the day on which the grievance is presented to him. If the decision of the Foreman is unacceptable, the grievance shall be submitted in writing, not later than two (2) working days following the day of the Foreman's answer, to the Superintendent of the Employer concerned, or the Employers representative who shall render his decision not later than 12:00 Noon of the working day following the day on which the grievance is presented to him.

- 22.3 (A) The Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer concerned or Employers Representatives who shall render his decision not later than two (2) working days following the presentation of the Grievance to him subject to 22.01.
- (B) The Employer or his Representative shall be entitled to submit a grievance in writing directly to the Business Agent and/or Representative concerned who shall render his decision not later than two (2) working days following the presentation of the grievance to him, subject to 22.01.
- 22.4 Where a policy grievance arises, Articles 22.1, 22.2 and 22.3 shall not be required and the parties can proceed directly to Arbitration. Before introducing policy grievances to arbitration, all efforts shall be made to settle the grievances.
- 22.5 After exhausting the procedures set out in the foregoing paragraphs, either of the parties involved shall notify the other party in writing of its desire to submit the differences or allegations to arbitration, and the notice shall contain the first available Arbitrator from the list below:
 - 1) Garry Sudul
 - 2) Michel Doucet
 - 3) Robert Breen
 - 4) Joel Michaud
- Appointment of arbitrators shall rotate numerically.
- 22.6 The Arbitrator shall hold a hearing within four (4) days after the grievance is submitted to them and the Board shall render their decision not later than seven (7) days after the completion of the hearing.
- 22.7 The Arbitrator shall have the jurisdiction and authority to:
 - (A) Alter any discipline imposed by an Employer, including altering a discharge or suspension.
 - (B) Make such award or other direction as the Arbitrator considers just and necessary in the circumstances to resolve the grievance.
 - (C) Award compensation, including damages.
 - (D) The Arbitrator shall in no way be empowered to alter or amend the terms of the Collective Agreement without the written consent of both parties to this Agreement.
- 22.8 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee or Employer affected by it. The Association and the Union will co-operate in making sure that if an award is made and not appealed, that either party will institute the Arbitrators decision at the earliest possible date.
- 22.9 The cost of the arbitrator case shall be equally borne by both parties to the arbitration.

ARTICLE 23 - COMMUTING TRAVEL AND BOARD ALLOWANCE

- 23.1 All Employees shall provide their own transportation when a job is within a fifteen (15) kilometre radius of the City or Town Hall as designated in this Agreement.
 - 1. Saint John
 - 2. Sussex
 - 3. St. Andrews
 - 4. Gagetown

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When the Employer sends an Employee currently on the payroll of the Employer to work beyond the free radius zone and the Employee takes his own vehicle, the Employee will receive Forty-seven Cents (\$.47) per km and return as measured from the radius line.

23.2 When the Employer sends an Employee currently on the payroll of the Employer to a job beyond an eighty (80) km radius, the Employee, unless alternate arrangements are made mutually satisfactory to the parties, shall receive Room and Board allowance of One Hundred and Ten Dollars (\$ 110.00) per day worked, plus travelling time at regular rates up to a maximum of eight (8) hours at the start and finish of employment. The Employer also agrees to pay mileage to and from the job site after every thirty (30) days of continuous employment. An Employee may only qualify for either 23.1 or 23.2, but not for both.

23.3 Where an Employer requires Carpenters who must travel beyond eighty (80) km to a free zone location as listed in 23.1 or a job site from another free zone location, the employee, unless alternate arrangements are made mutually satisfactory to the parties, shall receive room and board allowance of One Hundred and Ten Dollars (\$ 110.00) per day worked. Where an Employer requires Carpenters who must travel less than eighty (80) km to a free zone location as listed in 23.1 or a job site, from another free zone location, he shall be paid travel from the fifteen (15) km radius of the free zone of origin to the free zone location of destination or job site.

Where there is a Mega Project and Room and Board apply, the Association and Union may meet to review "Adequate" Room and Board.

****DIAGRAMS AND EXAMPLES ATTACHED TO THIS AGREEMENT****

ARTICLE 24 - HEALTH AND PENSION

24.1 (A) The Union confirm the establishment of the New Brunswick Carpenters Health Insurance Trust Fund (the Trust) in accordance with a Trust Agreement (the Trust Agreement) of the Union, 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) for Union members to the extent that the funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed 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, (ii) establish self paid 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 (Affiliated Locals) to participate in one or more of the Insured Benefits.

Non-Union employees employed under Article 14 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 other than a Union member's interest in his or her pension benefits.

Union members are only entitled to Insured Benefits for which they are eligible in accordance with the plan or plan purchased 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) It is a condition of employment and compulsory that all employees pay Five Cents (\$ 0.05) per hour worked on a straight time basis from his or her hourly rate to the Trust Fund which the Trustees shall remit to the NB Building Trades Council as a contribution to the NB Building Trades Trust Fund. The Employer shall deduct the Five Cents (\$ 0.05)

per hour worked on a straight time basis from each Employee's hourly rate and remit it in accordance with the terms of this Article.

(C) The Employers shall pay, On Signing, Six Dollars and Eighty-two Cents (\$ 6.82) on a straight time basis. The Trustees shall:

- (i) pay Eighty Cents (\$ 0.80) to the Carpenters Training Trust Fund;
- (ii) pay Three Dollars and Sixty-five Cents (\$ 3.65) for the purchase of Pension Benefits;
- (iii) pay Twelve Cents (\$ 0.12) per hour worked to be returned by the Administrator to Saint John Construction Association Industrial Relations and Education Trust Fund;
- (iv) apply the remaining amount towards the purchase of Insured Benefits for Union members and the costs of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees).

Overtime Benefits

The Employers shall pay, On Signing, Eight Dollars and Eighty-two Cents (\$ 8.82) on an overtime basis. The Trustees shall:

- (i) pay Eighty Cents (\$ 0.80) to the Carpenters Training Trust Fund;
- (ii) pay Five Dollars and Sixty-five Cents (\$ 5.65) for the purchase of Pension Benefits;
- (iii) pay Twelve Cents (\$ 0.12) per hour worked to be returned by the Administrator to Saint John Construction Association Industrial Relations and Education Trust Fund;
- (iv) apply the remaining amount towards the purchase of Insured Benefits for Union members and the costs of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees).

The Employer shall remit the amounts to be paid under this collective agreement 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 a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of the collective agreement to the Trustees or the Administrator of a benefit plan established by the Affiliated Local of which he or she is a

member.

(E) The Employer shall contribute all contributions and payments for each cheque or other means of payment on or before the Fifteen (15th) of the following month to the New Brunswick Carpenters Health Insurance Trust Fund c/o Belmont Financial Group, 850 Main Street, Suite 110, Saint John, N.B., E2K 1J5, and shall provide Belmont Financial Group with each employee's Social Insurance Number and total hours worked during the month.

ARTICLE 25 - WAGES AND FOREMEN

- 25.1 (A) All Carpenter Foreman subject to 25.1D must be a Journeyman Member in good standing of the Carpenter Union Local #1386.
- (B) The rate for Foreman shall be Four Dollars (\$ 4.00) above their current Journeyman or Red Seal Journeyman basic hourly rate, depending on the members' classification.
- (C) Where there are five (5) or more Carpenters working, there will be a foreman, after fifteen (15) men the Employer will appoint a second Foreman, a Foreman can only work when supervising Carpenters.
- (D) The Employer reserves the right to move a foreman from area to area after informing the local Union which has jurisdiction in the area.

CARPENTERS LOCAL #1386

	<u>Nov. 12/17</u>	<u>July. 1/18</u>	<u>July 1/19</u>
Red Seal Carpenters	\$ 29.75	\$ 30.43	\$ 31.11
Scaffolders	\$ 28.70	\$ 29.38	\$ 30.06
Journeyman Carpenter	\$ 28.34	\$ 29.02	\$ 29.70

ARTICLE 26- PRODUCTIVITY

- 26.1 It is agreed that one of the fundamental strengths of the unionized sector in the construction industry is the high level of productivity, competency and qualifications of the unionized tradesmen. In order to maintain and promote this productivity of the construction site, the following provisions shall apply:
 - a) After hiring and employee from the Hall, an employer, without prejudice, shall be entitled to terminate the employee's employment and refer him back to the Union, if after a reasonable period on site (normally two (2) to five (5) working days) the employer has determined that the employee's productivity is unsatisfactory. Where an employee is so referred back to the union, the employee and the union shall be given written notification by the employer of the reason for termination of employment.
 - b) If an employee is referred back to the union for unsatisfactory productivity by three (3)

- separate employers, then the union will ensure that the employee is given the earliest opportunity to participate in appropriate retraining or upgrading.
- 26.2 In assessing whether an employee's productivity is satisfactory, the employer acknowledges that the work procedures may vary from company to company and from job site to job site, and that the employee must be given fair opportunity to adjust to the prevailing work procedures before any final determination can be made.
- 26.3 The purpose of this clause is to reinforce the concept of a productive work force within the construction industry. This shall be not be interpreted and applied so as to allow piecework in the construction industry.

ARTICLE 27 - TERM AND DURATION

- 27.1 If either of the contracting parties desire 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 settlement on or before the expiry date thereof. 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 November 12th, 2017 and shall continue in force until June 30, 2020, and shall automatically be renewed thereafter for successive periods of twelve months, unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) days prior to the expiration date of this Agreement or renewal thereof.

HEREBY SIGNED ON BEHALF OF
THE SAINT JOHN CONSTRUCTION
ASSOCIATION, INC.

WITNESS:

HEREBY SIGNED ON BEHALF OF
THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA

Ad D

President

J. James

LETTER OF UNDERSTANDING
ARTICLE 23.02 INDUSTRIAL AGREEMENT ONLY

FOR THE PURPOSE OF CLARIFICATION WHEN AN EMPLOYEE, BECAUSE OF PERSONAL REASONS, WISHES TO TRAVEL BACK AND FORTH TO WORK EACH DAY, RATHER THAN RECEIVE ROOM AND BOARD FROM THE EMPLOYER, THE EMPLOYEE AND EMPLOYER MAY MUTUALLY AGREE TO A TRAVEL COST IN LIEU OF ROOM AND BOARD.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA RE: HIRING AND RE-HIRING OF LONG STANDING EMPLOYEES OF THE EMPLOYERS.

It is agreed by both parties that when a request for Employees is made under Article 4 of the Collective Agreement, that a Contractor will request the Employees who are unemployed who have had a long association with that Company, and the union will provide these Employees with long association whenever possible.

(sgd) Floyd Logan
(sgd) P. D. Darrah
(sgd) Guy Dumoulin
(sgd) Burt Michaels

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
Dear Sirs:

It is the intention of the Contractors Association to assist the Local Unions in the collection of wages and benefits when an owing Contractor goes out of business, bankrupt, etc.. The Association will, upon receipt from the locals or a written list of names and Social Security Numbers and amounts claimed, follow the following procedures:

1. We will contact the General Contractor if it is a Sub-Contractor and request that he holds any monies due until he receives from the Local a Statutory Declaration that the Employees have been paid.
2. In the case of a General Contractor, we will advise the Owner and request that he holds any monies due until he receives from the Local a Statutory Declaration that the Employees have been paid.

We wish to point out that our success rate in obtaining the Employee's money from our past practice of doing this has been 95 per cent effective and we feel this will adequately protect your Employees.

AD

(sgd) Guy Dumoulin
(sgd) Burt Michaels
(sgd) P. D. Darrah
(sgd) Floyd Logan

February 22, 2010

Memorandum of Understanding
Between the
United Brotherhood of Carpenter and Joiners # 1386
And the
Saint John Construction Association, Inc.


Scaffolding Industry Training

To Whom it may concern,

United Brotherhood of Carpenters and Joiners Local # 1386 on behalf of its members in the scaffolding industry and the signatory Scaffolding contractors represented by Saint John Construction Association, the accredited employers organization agree to the following:
A committee will be comprised of three (3) appointees from UBCJ # 1386, three (3) appointees of signatory scaffolding contractors, one (1) ex-officio member from the Carpenters Training Center and one (1) ex-officio member from Saint John Construction Association;
The purpose of the committee will be to facilitate training for members of UBCJ # 1386 in the proper and safe methods of erecting scaffold systems and to legitimize the examination and qualification process;
The committee will agree on a quasi apprenticeship structure for new and existing members in the scaffolding industry as an interim system pending the Apprenticeship Board consent to formalize scaffolding as an apprenticed trade;
The committee will agree on training and upgrading programs for those members currently working in the UBCA # 1386;
The committee will agree on standards of practice and qualifications required to perform scaffolding in a proper and safe method that are binding on all parties, management and labour, in the scaffolding industry covered by the collective agreement;
The committee will not violate the collective agreement between the parties in the process of meeting their goals;

Signed this 22nd day of February, 2010

On behalf of the UBCJA # 1386



President

On behalf of Saint John Construction Association, Inc.

DEFINITIONS

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

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

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

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

Driving and levelling all stakes; building and setting all batter and board and locating lines on same:

The building, erecting and setting supports, falsework, and forms to receive concrete whether of wood, metal (not including Q deck or similar metal deck), plastic, fiberglass or any other material; the building and setting of all centres and bulkheads; the assembling and setting of all accessories and hardware required in any form and the burning or welding of same; the removal and dismantling of forms, falsework, and accessories.

Where power rigging is used for the handling, setting, or dismantling of forms or any other material erected by Carpenter, handling and signalling will be done by the carpenters: The on-site fabrication, handling, setting of all templates and inserts, including anchor bolts necessary for structural members or machinery and the placing and levelling of same whether rigged by hand or power; the erection, operation and alignment of all slip forms, whether hydraulic or manually operated:

The building, erecting ready for use of scaffolding and the dismantling of same, the fabrication of all ladders, saw horses, and work-benches:

The fastening on of all wooden, plastic or composition cleats no iron work other materials; the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods:

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

The on-site assembly and erection of all wood, metal, plastic and composition partitions including and welding of a plastic material, parameter and curtain walls, whether built in place or prefabricated, the erection and installation or application of all shingles, siding, wallboard or

sheets composed of wood, pulp, plastic, plaster, asbestos or composition materials or any other material including combined or faced with metal or vinyl by whatever means of fastening.

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

The laying, sanding, finishing, and sealing of hardwood floor including the laying of sleepers, sub floors, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all

operations necessary for the completion and to installation of hardwood flooring:

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

The installation of lead baffles or lead liners to walls, aluminium framing, plastic moldings and any other work incidental to same. The erection of porcelain metal panels and metal siding:

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

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

The handling and installation of all mill, cabinet work and stores fixtures:

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

The erection of all safety barriers.

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

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

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

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

The installation and maintenance of soil stabilization systems.

Raised computer floors.

Steel jacks, wedges and clamps relating to formwork and flying formwork:

Drivers and Diving tendering:

Core drilling related to underwater work:

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

- Lath work and related items, including gypsum lath, metal lath, and metal corner beads.
- Pipeliner for waterworks and power plants requiring diving.
- Framing or erecting of wood buildings including pre-fabrication on site:
- Handling of lumber and drywall:
- Fabrication and setting of screens for concrete and mastic floors:
- Installation of runways and stages:
 - The erection and dismantling of all scaffolding, the erection and stripping of all formwork is the work of the Carpenters.

A12

JOB #1 (JOB WITHIN 80 KM, BUT OUTSIDE 15 KM FREE ZONE)

MEN FROM ZONE "A" ARE HIRED FIRST AND RECEIVE TRAVEL OF 25 KM - 15 KM = 10 KM.. WHEN MANHOURS IS EXHAUSTED FROM "A", MEN FROM "B" WOULD BE SENT, AND BECAUSE THE JOB IS BEYOND 80 KM FROM "B", MEN WOULD RECEIVE "ADEQUATE ROOM AND BOARD". WHEN MEN FROM "C" OR "D" ARE REQUIRED, ROOM AND BOARD WOULD BE PAID.

JOB #2

MEN FROM "A" ARE HIRED FIRST AND RECEIVE TRAVEL OF 20 KM - 15 KM = 5 KM.. WHEN MANPOWER IS EXHAUSTED FROM "A", MEN FROM "B" WOULD RECEIVE TRAVEL OF 60 KM - 15 KM = 45 KM.. WHEN MEN FROM "C" ARE REQUIRED, THEY WOULD RECEIVE ROOM AND BOARD. MEN FROM "D", IF REQUIRED, RECEIVE ROOM AND BOARD.

JOB #3 (JOB WITHIN 15 KM FREE ZONE)

MEN FROM "B" ARE HIRED FIRST AND RECEIVE NO TRAVEL. WHEN MANPOWER IS EXHAUSTED IN "B", MEN FROM "A" WOULD BE SENT, AND BECAUSE THE JOB IS WITHIN 80 KM OF "A", MEN WOULD RECEIVE TRAVEL OF 70 KM - 15 KM = 55 KM.. WHEN MEN ARE SENT FROM "C" OR "D", THEY WOULD RECEIVE ROOM AND BOARD.

JOB #4 (JOB NOT WITHIN A 80 KM ZONE)

MEN FROM ALL ZONES WOULD RECEIVE ROOM AND BOARD.

THE UNION HAS AGREED TO SUPPLY THE ASSOCIATION WITH A LIST OF MEMBERS REGISTERED IN EACH LOCATION AS LISTED IN ARTICLE 23.1.

Company Requesting Manpower: _____
Location of Job: _____
Start Date of Job: _____

Name: _____ Date of Birth: _____

Home Address: _____

Classification:	Department of PETL Registration #
<input type="checkbox"/> Red Seal Journeyman	_____
<input type="checkbox"/> Journeyman	_____
<input type="checkbox"/> 4 th Year Apprentice	_____
<input type="checkbox"/> 3 rd Year Apprentice	_____
<input type="checkbox"/> 2 nd Year Apprentice	_____
<input type="checkbox"/> 1 st Year Apprentice	_____

Applicable Rate of Pay: _____ Travel/Board Eligibility: Yes
 No
 If Yes, \$ Amount: Travel _____
 Board _____

Safety Courses:
 WHMIS
 Fall Protection
 Confined Space
 First Aid

Training:
 Scaffold Course
 Formwork Course
 PITO
 Drywall Course
 Other _____

Drug and Alcohol Test: Provided upon request of Employer: Yes: _____ No: _____

Notes: _____

*UBC&J # Local 1386 responsible for the supply of accurate information regarding its members qualifications.