

**COMMERCIAL, STRUCTURES, WATER & SEWER  
RESIDENTIAL  
COLLECTIVE AGREEMENT  
BETWEEN  
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA, LOCAL #1386  
AND  
THE INDEPENDENT CONTRACTORS  
ON BEHALF OF ITS ACCREDITED MEMBERS  
2021-2025**

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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 Employer recognizes the United Brotherhood of Carpenters and Joiners of America, Local 1386 as the sole collective bargaining agents for all Carpenters, Apprentices, Foremen and/or Tradesmen in its employ in the counties of Sunbury, York, Carleton, Madawaska and Victoria. Employment of summer students shall be mutually agreed upon by the Union and the Employer prior to commencement of employment. Working Superintendents are not included in the bargaining unit. 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 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 come in the jurisdictional area of this Agreement.

## **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 the names of Carpenters, Apprentices, Foremen, and/or Tradesmen employed, to the Local Union by fax (1-506-452-1060).

The Employer will stipulate the type of work to be performed and the Union will provide members qualified to do the work involved. Members shall have possession of a work referral slip issued by the Local Union #1386. The Union will deliver the referral slip to the Employer. 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 Employer will have the right to select all Employees from the Membership of the Union. The Employee will be required to accurately complete an “Employee Record” form supplied by the Employer at the time of initial employment.

It is agreed by both parties that when a request for employees is made under Article 4 of the Collective Agreement, that the Employer will request the employees who are

unemployed who have a long association with the Company, and the Union will provide these employees whenever possible.

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 will once a month, if requested, provide a list of names of foremen and sites where members are working.

## **ARTICLE 5 – HOURS OF WORK**

### **COMMERCIAL**

5.1 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, with one-half hour lunch, un-paid, which is to be taken between the hours of 12:00 noon and 12:30 pm. When it is necessary that one (1) hour be taken for lunch, the workday shall end at 5:00 pm.

5.2 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.

### **STRUCTURES AND WATER & SEWER**

5.3 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 for lunch, which is to be taken as near to the middle of the shift as possible.

5.4 When work is available and an Employee does not reach fifty (50) hours worked due to inclement weather, or as agreed upon between the Union and the Employer, from Monday to Friday, the Employer will attempt to schedule additional hours to enable the Employee to achieve up to fifty (50) hours.

5.5 All hours worked on Saturday and Sunday and Statutory Holidays shall be paid at the rate of time and one-half, except for make-up time.

5.6 Continuous Pouring –

(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 am – 4:00 pm  
 4:00 pm – 12:00 midnight  
 12:00 midnight – 8:00 am

Including one-half hour in each shift for lunch 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 their shift of ten (10) hours shall receive time and one-half.

A pre-job conference between the Employer and the Business Agent must be held before commencing work which is subject to 5.6.

(B) It is agreed and understood that on three shift operations, the fifteenth (15<sup>th</sup>) shift may be worked on straight time on Sunday, subject to “Make-up” in Article 5.4.

5.7 Tidal 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 starting and quitting time of the regular day shift may be altered to accommodate the particular work.

1. When tide work is required, employees shall receive eight (8) hours of pay for seven (7) hours worked.
2. At least twelve (12) hours’ notice will be given to the employees prior to the commencement of the tidal shift work.

Once an Employee commences work on tidal work, they shall receive the applicable condition for that day.

5.8 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 – VACATION AND STATUTORY HOLIDAYS**

6.1 The following listed Holidays shall be recognized and observed as Statutory Holidays for purposes of this Collective Agreement:

New Year’s Day	Dominion Day	Family Day
Queen’s Birthday	Boxing Day	Remembrance Day
Christmas Day	Thanksgiving	New Brunswick Day
Good Friday	Labour Day	

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. If Dominion Day falls on any other day than a Monday or Friday, the Holiday may be observed on the closest Monday to Friday at the Employer’s discretion. Remembrance Day shall be observed on the day it occurs.

- 6.2 Vacation pay shall be paid in accordance with the New Brunswick Vacation Pay Act, payable at 10% during the life of the Agreement for those Carpenters working at general carpentry.

Vacation pay shall be paid in accordance with the New Brunswick Vacation Pay Act, payable at 10% during the life of the Agreement for those Carpenters working on Drywall.

- 6.3 Vacation pay shall be paid weekly.
- 6.4 Labour Day shall be a paid Holiday. When an Employee works on Labour Day, they shall receive double time plus their regular days pay. To be eligible for Labour Day, the Employee must work the working day before and the working day after Labour Day.
- 6.5 Vacation time off shall be taken at a mutually convenient time arranged between the Employee and the Employer.

#### **ARTICLE 7 – APPRENTICESHIP TRAINING**

- 7.1 It is further agreed that all newly registered Carpentry-Apprentices shall be indentured to the Local Carpentry Certification Act and be subject to all provisions as set forth in the Agreement.
- 7.2 All Apprentices shall be employed in accordance with the provisions of the New Brunswick Industrial Training and Certification Act, and the parties hereto agree to observe all provisions of the said Act.
- 7.3 To further develop and improve the qualifications of the Apprentice, it is agreed by all parties named – (a) Local Advisory Committee, (b) Apprentice, and (c) Employers – after consultation with the parties involved, the Local Carpentry Advisory Committee reserves the right to refer an Apprentice from one phase or operation of a job, or from one Employer to another, in order that the Apprentice will receive adequate practical coverage of the trade. Apprentices also must have their book stamped by the Department of Labour for the purposes of this Agreement. Any Apprentice not indentured and registered through the Department of Labour will not be upgraded without the joint consent of the Employer and the Union.
- 7.4 The ratio of Apprentices to Journeyman shall be one (1) Apprentice to one (1) Journeyman. However, the Employer, after discussion with the Union, may have apprentices in the ratio of not greater than five (5) apprentices to one (1) Journeyman.
- 7.5 Starting rate of apprentices shall be for the first 1000 hours, sixty percent (60%) of the Journeyman's rate, adjusted as follows:  
70% (1000 hours – 2500 hours)

- 80% (First Sector completed)
- 85% (Second Sector completed)
- 90% (Third Sector completed)

An Apprentice will receive 100% when they have successfully completed their course as per Manpower and Labour Training Program in accordance with modular training requirements. If an Apprentice fails to go to Department of Manpower training courses when they are scheduled, they shall not receive incremental increases. (A Committee of Union and Employer Representatives from the negotiating committee will decide which modules from the Department of Manpower and Labour Training Program will be included in the above SECTORS and shall list them in an appendix which will be part of this Agreement).

- 7.6 The Union and Employer agrees to co-operate in the formulation and development of Apprenticeship programs.
- 7.7 The Union and the Employer agree to co-operate in the formulation and development of apprenticeship programs. Any apprenticeship program will include provisions to promote hiring and training opportunities for women, First Nation members, and other groups identified in the Human Rights Act.

#### **ARTICLE 8 – MAINTENANCE OF TOOLS**

- 8.1 (A) All employees at the beginning of their engagement shall have tools in good working condition, subsequent to this, tools shall be maintained in such good condition on the Employer's time with the Employer's permission. On notice of lay-off of employees, if employed one week, the Employee will be given one (1) hour 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.
- 8.2 (B) The Employer shall provide a suitable secure building for employees to store their tools.

#### **ARTICLE 9 – JOB CONDITIONS**

- 9.1 A ten-minute paid break shall be allowed at the midpoint of each half shift, to be taken at the place of work.
- 9.2 The Employer agrees to furnish a dry locked shed or room for safekeeping of all carpenter's tools on all jobs where there are greater than four (4) employees of the company employed, same to be kept locked when carpenters are not working.
- 9.3 Employees shall have ten (10) minutes before quitting time for purposes of picking up and storing tools.

- 9.4 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.
- 9.5 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.
- 9.6 Adequate quarters, heated and/or cooled when necessary, shall be provided on all jobs for employees to change their clothes and eat their lunch, where there are greater than four (4) employees of the company employed.
- 9.7 The Employer will provide where necessary, safety helmets, safety goggles, and any other safety equipment required, for the use of the employees, such equipment shall be under the care of employees and shall be returned on termination of employment or at the Employer's request.
- 9.8 If power tools, patent mitre boxes or staplers are required, they shall be supplied by the Employer. The use, handling, maintaining, storage of same will be directed by the Employer and shall be in charge of a Journeyman or an Apprentice under the direction of a Journeyman.

#### **ARTICLE 10 – UNION REPRESENTATIVES – SHOP STEWARD – DISCRIMINATION**

- 10.1 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 Representative in obtaining the necessary pass or permission to gain access to the sites.
- 10.2 When there are five (5) or more employees of the Employer on a job site, the Business Agent of the Union may appoint a Shop Steward from among the qualified Journeymen employees of the Employer. The Shop Steward may be verbally appointed but immediately thereafter written notice of appointment shall be given to the Employer. Recognition of the Shop Steward shall be effective from receipt of notification of appointment and shall be effective until written notice is received or revocation.
- 10.3 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.
- 10.4 The role of the Shop Steward will be mutually beneficial to both the Union and the Employer and involves ensuring provisions of this Agreement are followed by both parties, acting as a liaison between the Employer and the Employee in the absence of a Union Business Representative. No person shall be eligible for appointment as a Shop Steward unless they have attained the rank of Journeyman and possess the appropriate Shop Steward training course. In recognition of their important role, the Shop Steward



will not be discriminated against in performance of their lawful union responsibilities and shall be permitted to perform duties during working hours, but the Union acknowledges that Stewards also have regular duties to perform and are accountable for the same quantity and quality of work as any other Employee. They may have leave of their regular duties without suffering loss of pay, to deal with on-site issues, only with the permission of their immediate supervisor and with the understanding that a privilege so granted will not be abused.

- 10.5 Providing that he/she is qualified to perform the job, the Shop Steward will be one of the last five (5) employees remaining should there be a reduction in the number of employees under the scope of this Agreement.
- 10.6 The Shop Steward will be given an equal opportunity to work overtime provided they have the skills and competencies to perform the required work.

#### **ARTICLE 11 – UNION SECURITY AND CHECK-OFF**

- 11.1 All Carpenter Foremen, Journeyman Carpenters, Tradesmen and Carpenter Apprentices, as a condition of employment and continued employment must be a member of the Union.
- 11.2 Union working dues of three and a half percent (3.5%) per hourly rate 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 no later than the fifteenth (15<sup>th</sup>) 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. Should an Employer be in violation of this grace provision three (3) times within a twelve (12) month period, then no grace period will be allowed for a further twelve (12) month period and interest as above shall be paid.
- 11.3 The Employer further agrees to deduct from the wages, the regularly authorized union initiation fee and forward in the same manner to the Local Union.
- 11.4 The Employer agrees to deduct local dues from each Employee, based on the amounts below per hour on or before the fifteenth (15<sup>th</sup>) day of the month following such deductions, together with a list of all employees, and their Social Insurance Numbers thereof to:

Carpenters Union Local 1386  
82 Timothy Avenue South

Hanwell, N.B. E3C 2B8

Journeyman = \$0.15/hour

Apprentice = \$0.20/hour

#### **ARTICLE 12 – JURISDICTIONAL DISPUTE**

- 12.1 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 13 – TERMINATION OF EMPLOYEMENT OR LAY-OFF**

- 13.1 No Employee shall have their employment terminated except for just cause, a lay-off due to shortage of work, or pursuant to Article 23. Except in the case of discharge for just cause, the Employer shall give an Employee two (2) hours of notice of a lay-off for shortage of work or of a termination pursuant to Article 23. Alternatively, the Employer may provide two (2) hours of pay in lieu of notice. Employment is to end at the beginning of the lunch period or the end of the shift.
- 13.2 When employment is terminated by an Employer, the earned wages in full including vacation pay of the Employee shall be paid within seven (7) calendar days after the end of the pay period in which termination occurred. Their separation slip shall be mailed to them by registered mail with seven (7) regular working days of the termination. If the Employee prefers, they may inform the Employer when they leave the job site that they will pick up the above items at the on-site office of the Employer at a mutually agreed time, no later than the next pay period after the termination of their employment.
- 13.3 On lay-off of apprentices, the ratio of Article 7.4 shall apply.

#### **ARTICLE 14 – PAYMENT OF WAGES**

- 14.1 Wages are to be paid by direct deposit, every Friday Morning by 8:00 am. If paid by cash, the Employer will have the right to pay on Friday of each week during regular working hours.
- 14.2 An earnings statement shall accompany each payment of wages giving the name of the Employer, the name of the Employee, and 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 will be shown separately.

- 14.3 If the regular pay day is a holiday, then the pay day shall be one day earlier.
- 14.4 Should an Employer elect to use direct bank deposit as a method of payment of wages, the Employer will be in compliance with Article 14 if the pay is deposited in the Employee's account on the regular day. A statement of hours worked, earnings and deductions shall be distributed electronically, if available, to each Employee. Notwithstanding the above, an Employee may request that the statement be provided in hard copy.

### **ARTICLE 15 – HEALTH & SAFETY**

- 15.1 On all projects, provisions of the New Brunswick Occupational Health and Safety Act will be adhered to.
- 15.2 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.
- 15.3 An Employee who is injured during working hours and requires hospitalization shall be paid until the end of the shift.
- 15.4 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. The Employer may ask the Employee to provide a medical clearance slip from a medical practitioner if they have been absent three (3) days or more.
- 15.5 Both the Union and Employer recognize safety as a priority and place a high value on both safe working conditions and on employees working in a safe manner. It is recognized that improving safety must be as a result of proper training and a commitment to work safe at all times.  
The Employee is responsible to ensure that when training/certification or retraining/recertification is required they make themselves available when the training is available. Failing to do so could mean a loss of their employment or dispatch status.
- 15.6 (A) All employees who are duly referred to an Employer from the out-of-work list pursuant to Article 4.1 or name-hired by an Employer pursuant to Article 4.2 will be in possession of valid safety certifications with respect to Safety Orientation (Generic), WHMIS, and Fall Arrest. It is also agreed that, when deemed necessary, and as required by the Employer, employees so hired shall have valid safety certificates with respect to Confined Space (Level 1), Manlift Training and First Aid.

(B) The Union and the Employer shall cooperate to ensure that all employees are provided with Confined Space (Level 1) training and shall endeavor to provide such training no later than December 31, 2021. At such time if the parties agree that all employees have had a fair opportunity to acquire this training, Confined Space (Level 1) shall become a mandatory qualification for all employees.

15.7 Employees who are hired pursuant to Article 4.2 shall be required to possess valid safety certifications with respect to Safety Orientation (Generic), WHMIS, and Fall Arrest but these qualifications shall be obtained at the cost of the Union and shall not be the responsibility of the Employer or Employee to fund. In addition, they shall be required to have Confined Space qualifications in the same manner and under the same terms as outlined in 15.6. If any of the above-mentioned training cannot be provided for such employees before the required date of hire, they may be hired provided the Employer commits to the Union that such employees will not be exposed to Confined Space prior to training and the Employee must commit to become trained in Confined Space within a year of hire.

15.8 Should legislated safety regulations change such that employees are required to certify, or re-certify, as the case may be, such re-training shall be the responsibility of the Union.

#### **ARTICLE 16 – STRIKES & LOCKOUTS**

16.1 It is agreed that there will be no strikes, lockouts, or 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 17 – LEAVE OF ABSENCE**

17.1 The Employer shall allow designated members of the Union leave of absence, without pay, to attend official Union conventions or Union business upon reasonable notice of not less than 48 hours being provided in advance.

17.2 In the event of the death of their spouse, child, mother or father, any Employee shall be granted a leave of absence without pay for five (5) days.

17.3 In the event of the death of a brother or sister of an Employee, a leave of absence without pay for two (2) days will be granted to attend the funeral.

17.4 The Employer will provide any other leave that is required by the Employment Standards Act.

#### **ARTICLE 18 – GRIEVANCE AND ARBITRATION**

- 18.1 The grievor shall first present their grievance verbally to the Foreman under whose direction they are under, or in the case of a dismissal was working. The Employee may be accompanied by their Steward. The Foreman shall give their answer not later than 12:00 noon following the day on which the grievance is presented to them. 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 on which the grievance is presented to the Foreman.
- 18.2 (A) The Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer concerned or the Employer's Representative who shall render their decision not later than two (2) working days following the presentation of the grievance to them.
- (B) The Employer or their Representative shall be entitled to submit a grievance in writing directly to the Business Agent and/or Representative concerned who shall render their decision not later than two (2) working days following the presentation of the grievance to them.
- 18.3 Where a policy grievance arises, Articles 18.1 and 18.2, 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.
- 18.4 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 name of the party's appointee as arbitrator.
- 18.5 The recipient of the notice shall within three (3) regular working days advise the other party of the name of its appointee as Arbitrator. The two parties will then discuss which arbitrator shall hear the case. If the parties cannot agree on a single arbitrator, then the appointment shall be made by the New Brunswick Minister of Labour upon the request of either party.
- 18.6 The Arbitrator shall hold a hearing within four (4) days after the grievance is submitted to them and the Arbitrator shall render their decision not later than seven (7) days after the completion of the hearing.
- 18.7 Except in the cases where loss or injury might occur through continued employment of the person or persons involved, the Employer shall not implement any decision with respect to suspension or discharge of an Employee or employees until the above procedure has been completed, and the decision of the Arbitrator is submitted to the parties.
- 18.8 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 of this Agreement.

- 18.9 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 Employer and the Union will co-operate in making sure that if an award is made and not appealed, that either party will institute the Arbitrator's decision at the earliest possible date.
- 18.10 The cost of each arbitration case shall be borne equally by both parties.
- 18.11 Notwithstanding Article 18.7 of the Collective Agreement, where the Employer determines, at its discretion, that it would be inappropriate or unacceptable for an Employee who has engaged in misconduct which warrants termination of employment, remain in the workplace, the Employer may implement the decision to discharge that Employee and remove that person from the workplace.

#### **ARTICLE 19 – SUB-CONTRACTING**

- 19.1 The Employer shall not contract out, subcontract or sublet directly or indirectly, either in whole or in part any of the work within the Union jurisdiction as recognized in Article 2 of the Collective Agreement, except as provided in this Article.
- 19.2 The Employer may contract or subcontract any of the work within the Union's jurisdiction provided the person or party to which the work is being contracted, as part of the terms of such Contract, agrees to be bound by the terms of this Agreement as if it were a signatory party.
- 19.3 Notwithstanding Article 19.2, the Employer may contract out or subcontract work within the Union's jurisdiction provided the following conditions are met:

Where the Employer has used a contractor who is not signatory to the Collective Agreement, the Employer may subcontract this specialized work to a person or persons provided;

- (A) The Employer seeks and obtains written permission from the Union, which permission will not be unreasonably withheld; and
- (B) The Employer and the subcontractor(s) agree to pay for such work permit as the Union shall, in its discretion, require for each person employed in the specialized work under such subcontract.

**ARTICLE 20 – COMMUTING, TRAVEL AND BOARD ALLOWANCE**

20.1 If the Local Union is unable to supply union members from the local geographic area as per Article 4 but is able to refer a union member from outside the geographic area, and the Employer agrees to hire (or accept) the referral, such Employee so hired shall receive room and board provided by the Employer, or an allowance of \$100 one hundred dollars) per day in lieu of.

**ARTICLE 21 – HEALTH, PENSION AND TRAINING**

21.1 Local #1386: The Employer agrees to pay the agreed upon amount per hour for each hour worked to the Health Fund.

The Employer will agree to pay the agreed upon amount per hour for each hour worked to the Carpenter’s Pension Fund.

21.2 **Training Trust Fund:** The Employer will contribute the agreed upon amount per hour worked, to be remitted to:

Carpenters Union, Local 1386  
82 Timothy Avenue South  
Hanwell, N.B. E3C 2B8

The Training Trust Fund and health and Welfare and Pension Trust fund will be trusted by trustees appointed by the Union. Such appointments would be for a maximum term of two years but can be renewed at the discretion of the Union.

21.3 The Union agrees to continue to monitor the costs for the services provided by both the Training Trust Fund and Health and Pension Fund. It is understood that the Employer must remit payment of all employees covered by this Agreement into the above-mentioned plans. In turn, the Union agrees to make any and all efforts to ensure that the benefits provided by the plans are up to date with similar plans of similar size and that the costs associated with the plans are at a competitive rate.

**ARTICLE 22 – ENABLING CLAUSE**

22.1 The parties of this Agreement agree that from time to time particular clauses in the Agreement may cause hardship for signatory contractors in securing a share of the market place. Such being the case, the parties further agree that such clauses may be modified by mutual consent where it is deemed prudent to do so.

If either party should believe that changes are required for a particular project, they are required to notify the other party not later than one (1) week prior to the tender closing for the project, requesting a meeting between the parties.

### **ARTICLE 23 – PRODUCTIVITY CLAUSE**

- 23.1 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 tradesman. In order to maintain and promote this productivity of the construction site, the following provisions shall apply:
- (A) After hiring an Employee from the Hall, an Employer, without prejudice, shall be entitled to terminate the Employee's employment and refer them 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 of the reason for the 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.
- (C) All members shall sign the "Commitment to Excellence" prior to commencing work. A copy of which shall be made available to the Employer at their request.
- 23.2 In assessing whether an Employee's productivity is satisfactory, the Employer acknowledges that work procedures may vary from company to company and from job site to job site, and that an Employee must be given a fair opportunity (one work week) to adjust to the prevailing work procedures before any final determination can be made. If an Employee's deficiency relates to their work performance rather than attendance, punctuality, or personal behaviour, they shall be given a reasonable period to correct their work before the Employer decides whether to terminate.
- 23.3 The purpose of this clause is to reinforce the concept of a productive work force within the construction industry. This Article shall not be interpreted and applied so as to allow piecework in the construction industry.

### **ARTICLE 24 – WAGES AND FOREMAN**

- 24.1 All Carpenter Foremen subject to 24.1 must be a Journeyman Member in good standing of the Carpenter's Union Local 1386.
- 24.2 The rate for Foremen shall be twelve and a half percent (12.5%) above the basic hourly rate.
- 24.3 Where there are five (5) or more Carpenters working, there will be a Working Foreman.
- 24.4 The Employer reserves the right to move a Foreman from area to area after informing the Local Union which has jurisdiction in the area.
- 25.5 The following is the annual increase for Journeyman Carpenters and Drywallers:



January 1<sup>st</sup>, 2021 - \$1.25  
January 1<sup>st</sup>, 2022 - \$1.50  
January 1<sup>st</sup>, 2023 - \$1.75  
January 1<sup>st</sup>, 2024 - \$1.60  
January 1<sup>st</sup>, 2025 - \$1.65

**ARTICLE 25 – TERM AND DURATION**

26.1 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. The Agreement is 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 January 1<sup>st</sup>, 2021 and shall continue in force until December 31<sup>st</sup>, 2025 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.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

**RE: HIRING AND RE-HIRING OF LONGSTANDING 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 a long association with that Company, and the Union will provide these employees with long associations whenever possible.

HEREBY SIGNED ON BEHALF OF  
**Springhill Construction Limited**

HEREBY SIGNED ON BEHALF OF  
**The United Brotherhood of Carpenters  
and Joiners of America, Local 1386**

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WITNESS:

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WITNESS:

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**Independent Commercial Rates**  
**Effective January 1<sup>st</sup>, 2021**

**Journeyman**

Base Rate	\$25.65
Vacation Pay	\$2.56
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.62
<b>Total</b>	<b>\$32.58</b>

**1<sup>st</sup> Year Apprentice (70%)**

Base Rate	\$17.96
Vacation Pay	\$1.79
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.62
<b>Total</b>	<b>\$24.12</b>

**2<sup>nd</sup> Year Apprentice (80%)**

Base Rate	\$20.52
Vacation Pay	\$2.05
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.62
<b>Total</b>	<b>\$26.94</b>

**3<sup>rd</sup> Year Apprentice (85%)**

Base Rate	\$21.80
Vacation Pay	\$2.18
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.62
<b>Total</b>	<b>\$28.35</b>

**4<sup>th</sup> Year Apprentice (90%)**

Base Rate	\$23.09
Vacation Pay	\$2.30
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.62
<b>Total</b>	<b>\$29.76</b>

**Working Dues Deductions (3.5%):**

Journeyman	\$0.90
1 <sup>st</sup> Year Apprentice	\$0.63
2 <sup>nd</sup> Year Apprentice	\$0.72
3 <sup>rd</sup> Year Apprentice	\$0.76
4 <sup>th</sup> Year Apprentice	\$0.81
Red Seal Journeyman	\$0.93

**Local Dues Deductions:**

Journeyman	\$0.15/hour
Apprentice	\$0.20/hour

**The Independent Region includes work done in the following**

**Counties:**

York  
Carleton  
Madawaska  
Victoria  
Sunbury

**Red Seal Journeyman**

Base Rate	\$26.65
Vacation Pay (10%)	\$2.66
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.62
<b>Total</b>	<b>\$33.68</b>

**Independent ISM Rates**  
**Effective January 1<sup>st</sup>, 2021**

**Journeyman**

Base Rate	\$27.60
Vacation Pay	\$2.76
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.75
<b>Total</b>	<b>\$34.86</b>

**1<sup>st</sup> Year Apprentice (75%)**

Base Rate	\$20.70
Vacation Pay	\$2.07
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.75
<b>Total</b>	<b>\$27.27</b>

**2<sup>nd</sup> Year Apprentice (80%)**

Base Rate	\$22.08
Vacation Pay	\$2.21
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.75
<b>Total</b>	<b>\$28.79</b>

**3<sup>rd</sup> Year Apprentice (85%)**

Base Rate	\$23.46
Vacation Pay	\$2.35
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.75
<b>Total</b>	<b>\$30.31</b>

**4<sup>th</sup> Year Apprentice (90%)**

Base Rate	\$24.84
Vacation Pay	\$2.48
Health & Welfare	\$2.25
Pension	\$1.50
Training	\$0.75
<b>Total</b>	<b>\$31.82</b>

**Working Dues Deductions (3.5%):**

Journeyman	\$0.97
1 <sup>st</sup> Year Apprentice	\$0.73
2 <sup>nd</sup> Year Apprentice	\$0.77
3 <sup>rd</sup> Year Apprentice	\$0.82
4 <sup>th</sup> Year Apprentice	\$0.87

**Local Dues Deductions:**

Journeyman	\$0.15/hour
Apprentice	\$0.20/hour

**The Independent Region includes work done in the following**

**Counties:**

York  
Carleton  
Madawaska  
Victoria  
Sunbury