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EFF.	96	07	01
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No. OF EMPLOYEES	600		
NOMBRE D'EMPLOYÉS	SA		

LABOURERS INDUSTRIAL COLLECTIVE AGREEMENT

PROVINCE OF NEW BRUNSWICK

1996-1998

BETWEEN: **MONCTON NORTHEAST CONSTRUCTION ASSOCIATION INC.**; hereinafter called the "Association", of the first part, representing a group of Employers in the Counties of Albert, Westmorland, Kent, Northumberland, Gloucester, Restigouche, and Madawaska in the province of New Brunswick.

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-AND-

THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
 LOCAL UNION 1079;

(hereinafter referred to as the "Union")

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement between the Employer and the Union is:
- a) To establish and maintain collective bargaining relations;
 - b) To provide a procedure for the prompt and equitable handling and disposition of grievances and
 - c) To establish and maintain satisfactory working conditions, hours and wages for all Employees who are subject to the provisions of this Agreement.
- 1.02 Nothing in this Collective Agreement prevents the parties from negotiating a project agreement.
- 1.03 Upon the agreement of the parties, meetings to discuss alterations to the terms and conditions contained herein may be convened. Upon the agreement of the parties any term or condition may be added, deleted or amended. Should the parties be unable to agree upon a change to the terms and conditions contained within this Collective Agreement, then the parties shall continue to be bound by the terms of this Collective Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Association recognizes the Union as the bargaining agent for the bargaining unit consisting of all labourers as classified in the Appendices so attached.
- 2.02 The Union recognizes the Association as the sole collective bargaining agent with respect to the trade for its members and other Contractor Employers within the counties of Albert, Westmorland, Kent, Northumberland, Gloucester, Restigouche, and Madawaska.
- 2.03 The Union will file any letter of agreement/recognition with the Minister of Labour in accordance with the Trade Union Act, and copy of same to the Moncton Northeast Construction Association Inc.
- 2.04 The following construction sites will be designated as industrial sites::
- a) Automobile Assembly Plants
 - b) Breweries
 - c) Cement Plants
 - d) Chemical Plants
 - e) Cotton and Woolen Mills
 - f) Dry-Dock Facilities
 - g) Heavy Water Plants
 - h) L.N.G. Terminals
 - i) Mining Operations
 - j) Nuclear Fuel Manufacturing Plants
 - k) Oil Bulk Storage Plants
 - l) Oil Terminals/Complex
 - m) Power Plants and Dams
 - n) Pulp and Paper Mills
 - o) Refineries
 - p) Smelter
 - q) Shipyards
 - r) Tire Plants
 - s) Foundries
- 2.05 For the purpose of this Agreement, the term "employee" shall mean all hourly rated employees employed by the Employer but does not include office and clerical workers; guards when not performing labour work; material superintendents; technical personnel;

superintendents; assistant superintendents; or classifications above the rank of general foreman. Persons transporting materials (including concrete and gravel), equipment or supplies from a point of origin outside the site to a destination inside the site.

- 2.06 The Union agrees that priority in supply of qualified work persons will be given to **Employers** who are bound by and to the terms and conditions as set out in this Agreement.

ARTICLE 3 - NO STRIKE-NO LOCKOUT

- 3.01 It is agreed that there will be no strikes, lockouts, or slow down of work by the Union and no lockout declared by the Employer during the life of this Agreement.
- 3.02 Refusal to cross a legal picket line will not be considered a violation of this Agreement.

ARTICLE 4 - NO DISCRIMINATION OR INTIMIDATION

- 4.01 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Employer, or by any of its representatives with respect to any employees because of their membership in, or connection with the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.
- 4.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Employer by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Employer, or on the site of the Employers' operations during an employee's working hours. Continuance of these practices by an employee after warning, will be considered cause for discharge.
- 4.03 The Union and the Association will recognize any minority requirements on projects covered by this agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 a) The Employer shall employ labourers who are members of the Union.
- b) All Labourer Foremen and General Foreman must be members of the Labourers' International Union of North America, Local 1079.
- c) All Steelsetter Foremen and Steelsetter General Foreman must be members of the Labourers' International Union of North America, Local 1079.
- d) After six (6) Employees are hired, there will be a working Foreman. After twelve (12) Employees are hired, there will be a non working foreman. All Working, non working and General Foremen will be selected by management from qualified personnel of Local 1079.
- 5.02 When employees are required, the employer shall request the union to furnish competent and qualified workers and the union shall supply, when available, competent and qualified workers as requested. Referral slips may be requested.

The employer shall be permitted to hire such workers under the following guidelines and sequence:

Requests by an employer for specific individuals employed by the employer within the previous six (6) months,

The employer shall allow the union to supply a job steward after two (2) employees or:

Foreman and keyman will be requested as the first and second employee on job

For every four (4) members supplied by the union from the County list, the Employer will be allowed one (1) name hire from the county list, in which the job is being performed.

The same ratio of four (4) to one (1) will apply to lay-offs.

The Employer shall advise the Union by way of facsimile, the names of all name hires, before hiring.

If the Union is unable to supply competent Employees within twenty-four (24) hours, the Employer has the right to hire the necessary Employees from other sources.

- 5.03 The Employer agrees that employees, as a condition of continued employment, are to become and remain a member of the Union within seven (7) days after the date of hiring. Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated upon written notification of the Union.
- 5.04 Should the employee be newly joining the Union, the Union at their discretion will apply and collect an initiation fee from said new member.
- 5.05 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of Article 5, or in reliance on any list, notice or assignment furnished under any of such provisions.
- 5.06 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in the Union.
- 5.07 A. The Employer agrees to deduct from the first pay of each month from the wages of each Employee coming under the terms of this Agreement an amount equal to thirty dollars (\$30.00) or two (2) hours of union pay, whichever is greater, which shall constitute the monthly dues and/or initiation fee of the Union and send the monies to the Union no later than the 15th of the following month together with a list of names and amount paid by each Employee.
- B. It is the responsibility of all union members when on lay off to maintain their union dues and membership in good standing. Said members, when on lay-off will send to the union an amount of thirty dollars (\$30.00) per calendar month to maintain their membership in good standing.
- C. Should any increases in the above be authorized in accordance with the applicable provisions of the Union, the Employer shall implement the increases upon receipt of notification from the Union.
- 5.08 The Union agrees that each employee will be responsible to maintain a record, verified by the relevant Employer(s), of hours worked and work experience in accordance with the requirements of the Appendices attached to this Agreement.

ARTICLE 6 - STEWARDS

- 6.01 An official Representative of the Union may appoint Job Stewards. The Steward of a member Union will be an employee of the Employer who is a qualified Journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman, he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work, he must first obtain permission from the Employer's representative on the job. Such permission would not be unreasonably withheld. He shall assist the Employer and the Union members in carrying out the provisions of this Agreement.
- 6.02 It is agreed that only one (1) Steward and one (1) alternate on each shift shall be recognized by the Employer and the Union shall notify the Employer in writing, of the name of the Steward and his alternate.
- 6.03 The Employer will notify the Union on termination of employment of the Steward or his alternate.
- 6.04 Subject to all other items and conditions of this Agreement, the Steward shall be given special consideration before laid off, except for just cause. The Steward shall be the second last man remaining on the job, provided that in the opinion of the Employer the Steward is qualified to perform the remaining work.
- 6.05 It will be the duty of the Job Steward to protect the interest of the Union and employees and to assist in the processing of grievances. Under no circumstances shall the Job Steward make any arrangements with the Foreman or Management that will change or conflict in any way with any section or items of this Collective Agreement.
- 6.06 The Union Steward shall receive fifteen cents (15¢) per hour above the rate of his classification, where there are three (3) or more Labourers or Steelsetters on the job site.

- 6.07 The Union Steward has the right to work all overtime if he so desires provided he can do the work required.
- 6.08 After thirty (30) Employees on the same job site working for a particular Company, there shall be a walking Union Steward answering directly to the General Foreman or to the Superintendent.

ARTICLE 7 - ACCESS TO THE JOB SITE

- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Union Representatives must request access from the Employers' representative on the job prior to entering the work area.
- 7.03 Conduct on the job site will be subject to the general regulations of the Employer and/or owner.
- 7.04 List of Employees if requested by the Union.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, transfer employees job to job, determine methods and schedules of construction operation, material and equipment to be used are vested solely in the Employer.

ARTICLE 9 - DISCIPLINE

- 9.01 Employees whose behaviour is detrimental to the efficient and safe conduct of the Employer's business shall be subject to disciplinary action.
- 9.02 For offenses other than intoxication, insubordination, theft, false reporting of time, physical altercation and illegal work stoppage, which shall be subject to immediate dismissal, the procedure shall be:
- i) First Warning - Written reprimand to be issued to the employee, with a copy to the Union, by the Employer's representative.
 - ii) Second Warning - The length of suspension to be at the sole discretion of Management with a written notice of suspension from work for up to five (5) working days, to be issued to the employee, with copy to the Union, by the Employer's representative.
 - iii) Third Warning - Immediate Dismissal.
- 9.03 Employees discharged shall be advised by the Employer of the cause for dismissal.
- 9.04 Warning notice to be signed by the employee's foreman and job steward, copy of warning notice to be mailed to the union office.

ARTICLE 10 - NORMAL HOURS OF WORK

- 10.01 The normal work day is defined as the twenty-four (24) hour period beginning at 0800 hours Monday morning.
- 10.02 The normal hours of work shall consist of eight (8) hours per normal work day, Monday through Friday, between 0800 hours and 1630 hours.
- 10.03 The lunch period shall be from 1200 hours to 1230 hours.

1 , Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto.

10.05 A ten (10) minute paid break, shall be allowed at the midpoint of each half-shift. If Employees are requested by the Employer to work through their break period to do cement pouring, just to mention a good example, they shall then be paid half an hour (1/2) flat rate without break.

ARTICLE 11 - SHIFT WORK

11.01 Shift work may be performed at the option of the Employer.

11.02 In the event that shift work is instituted, such shift work shall be scheduled between Monday, 8:00 a.m. and Saturday, 8:00 a.m. and shall continue for at least five (5) consecutive week days, excluding Saturday, Sunday and holidays. The above shall not apply to concrete pours and shutdowns.

11.03 a) When it is necessary to work three (3) shifts of work within a twenty-four (24) hour period the straight time rate of pay (Appendices) shall apply. If two (2) ten (10) hour shifts or two (2) twelve (12) hour shifts are required the first eight (8) hours of each shift are to be paid at the regular rate of pay and the balance of hours worked on said shifts will be paid as per Article 15 (premium rate). All work performed on evening and night shifts shall be subject to a premium of fifteen (15%) per cent above the applicable rate.

b) Three (3) shifts. To be as per trade involvement.

Example:	Day	8 hour shift	regular rate
	Evening	7 - 7½ - 8	regular rate + 15%
	Night	7 - 7½ - 8	regular rate + 15%

c) Two (2) twelve (12) hour shifts:

-first twelve (12) hour shift	no shift premium to be paid
-second twelve (12) hour shift	15 % shift premium to apply

d) Two (2) ten (10) hour shifts:

-first ten (10) hour shift	no shift premium to be paid
-second ten (10) hour shift	15 % shift premium to apply

11.04 In the event work is carried into a weekend (Saturday and/or Sunday) or a holiday (Article 17) the premium rate is to apply as set out in Article 15.

11.05 A ten (10) minute paid break, shall be allowed at the midpoint of each half-shift. If Employees are requested by the Employer to work through their break period to do cement pouring, just to mention a good example, they shall then be paid half an hour (1/2) flat rate without break.

11.06 Special Shift

If it is necessary to work special shifts other than the three specified above. the hours for each shift shall be negotiated before the commencement of work.

ARTICLE 12 - REPORTING TIME

12.01 Any labourer after being hired and/or reporting for work at the regular starting time and for whom cannot start to work due to climatic conditions, shall receive pay for two (2) hours at the applicable rate of wages. The foregoing provisions shall apply to Saturday, Sunday, holidays and shift work at the applicable rate of pay. Employees who commence work shall receive the greater of reporting time or actual time worked.

1. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned. Thereby, when conditions arise which are beyond the control of the Employer or when an employee leaves work of his own accord or when an individual reports for work without proper tools of his trade. In order to qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.

12.03 The Employer shall determine when weather conditions on the job are such when work shall proceed.

ARTICLE 13 - CALL BACK TIME

13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable premium rate as set forth in Article 15, but shall not be paid for less than two (2) hours.

13.02 When employees are called out to work by the Employer on Saturday, Sunday and holidays, Article 15 shall apply.

13.03 Travel time will apply if applicable, according to Article 18.

13.04 Working without eight (8) hours off

An Employee who has been called back to work without eight (8) hours off shall be paid applicable overtime rate.

ARTICLE 14 -JOB CONDITIONS

14.01 Excess of ten (10) hours: An Employee required to work more than ten (10) hours in any day or shift shall be provided with a hot meal paid by the Employer and be allowed one-half (1/2) hour with pay for lunch or be given one (1) regular hour's pay at the regular rate. The same shall apply for every subsequent four (4) hour period after the first ten (10) hour period.

14.02 Sharing of Overtime: If practical, overtime shall be divided equally among the Employees engaged in similar types of operation.

14.03 Overtime is voluntary: All overtime shall be on a voluntary basis with two (2) hours' notice given to all Employees wherever possible.

14.04 Working through lunch period: When Employees are required to work through their lunch period, they shall receive half an hour (1/2) at the regular applicable overtime rate and such Employees shall later on have one-half (1/2) hour for lunch or be paid that half-hour (1/2) not taken.

14.05 Employees shall have five (5) minutes before quitting time for the purpose of picking up and storing Employers tools.

14.06 Except on shutdowns, an Employee who starts to work and is then sent home because of lack of work due to a situation under the control of the Employer, shall receive eight (8) hours pay for so reporting. Fringe benefits and travel allowance will also be paid.

14.07 A premium of fifteen per cent (15%) of the basic hourly rate shall be paid for work performed under abnormal conditions such as extreme heat (90 degrees F° or 32 C° manufactured heat) in a building or where there is unusual dirty working conditions such as inside a smelter or in an industrial plant.

ARTICLE 15 - OVERTIME

15.01 All hours worked in excess of the normal working hours Monday through Friday, or all hours worked on Saturday, Sunday or holidays declared or statutory and set forth in this Collective Agreement, shall be paid for at the premium rate.

15.02 Premium rate is defined as work after regular working hours and shall be paid at the rate of double time (2x) the straight time rate of pay.

ARTICLE 16 - VACATION & HOLIDAY ALLOWANCE

16.01 The Employer agrees to pay ten percent (10%) vacation and holiday allowance to each employee in lieu of paid vacation and holidays. Payment of such allowance shall be made weekly.

- 1.02 The Employer and employees shall mutually agree on the time that the employee shall take the annual vacation. Provided that the employee has worked with the same Employer for a minimum of nine (9) months in one (1) year.

ARTICLE 17 - DESIGNATED HOLIDAYS

17.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

<u>Calendar 1996</u>	<u>Day falls on</u>	<u>Day observed</u>
Good Friday	Fri., Apr. 5	Fri., Apr. 5
Victoria Day	Mon., May 20	Mon., May 20
Canada Day	Mon., July 1	Mon., July 1
New Brunswick Day	Mon., Aug. 5	Mon., Aug. 5
Labour Day	Mon., Sept. 2	Mon., Sept. 2
Thanksgiving Day	Mon., Oct. 14	Mon., Oct. 14
Remembrance Day	Mon., Nov. 11	Mon., Nov. 11
Christmas Day	Wed., Dec. 25	Wed., Dec. 25
Boxing Day	Thurs., Dec. 26	Thurs., Dec. 26

<u>Calendar 1997</u>	<u>Day falls on</u>	<u>Day observed</u>
New Year's Day	Wed., Jan. 1	Wed., Jan 1
Good Friday	Fri., Mar. 28	Fri., Mar. 28
Victoria Day	Mon., May 19	Mon., May 19
Canada Day	Tues., July 1	Tues., July 1
New Brunswick Day	Mon., Aug. 4	Mon., Aug. 4
Labour Day	Mon., Sept. 1	Mon., Sept. 1
Thanksgiving Day	Mon., Oct. 13	Mon., Oct. 13
Remembrance Day	Tues., Nov. 11	Tues., Nov. 11
Christmas Day	Thurs., Dec. 25	Thurs., Dec. 25
Boxing Day	Fri., Dec. 26	Fri., Dec. 26

<u>Calendar 1998</u>	<u>Day falls on</u>	<u>Day observed</u>
New Year's Day	Thurs., Jan. 1	Thurs., Jan 1
Good Friday	Fri., Apr. 10	Fri., Apr. 10
Victoria Day	Mon., May 18	Mon., May 18

17.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 15 for all hours worked at the request of the Employer.

ARTICLE 18 - TRAVEL, ROOM AND BOARD

18.01 Travel during working hours . . . when an employee is instructed to move from the Employer's office to job, job to job within the working day, transportation shall be provided or paid for by the Employer or when an employee uses his own vehicle at the Employer's request, he shall be paid mileage allowance at the rate of \$.23 kilometre. Travelling time shall be paid for such travel within the working day.

18.02 (A) For Labourers whose permanent place of residence is more than a 100 kilometre radius from the job site shall be entitled to a Board Allowance of \$30.00 per day.

(B) Steel Setters - 0 - 60 km Free Zone. Any steel setter living within a 60 km - 100 km radius from the job site shall receive \$1.75/hour travel time. 100 km or more - entitled to a board allowance of \$42.50 per day.

18.03 When an Employee is eligible for Board Allowance and reports for work at the beginning of a regular working day, he shall be entitled to such Board Allowance.

- 18.04 If a construction camp providing room and board is available for a project by the Employer, the Employee will live at the camp and no living allowance will be paid to the employee. If the employee, on initial hiring on said project, chooses not to stay at the camp provided, he will be paid the board allowance as outlined in Article 18.02.

ARTICLE 19 -TERMINATION OF EMPLOYMENT OR LAYOFF

19.01 Layoffs and Severance Pay:

Except in the case of discharge for just cause, or on shut downs, the Employer shall give Employees two (2) hour's notice of lay-off or termination. Employment is to end at the beginning of the lunch period or the end of the shift. The Union Steward shall be notified by the Employer prior to notification of lay-off given to the Employee or Employees.

- 19.02 Employees who are laid off, quit or are discharged from the service of the Employer, shall receive their wages and employment record of earnings on termination, if the payroll is made up on the project (job site) otherwise, the Employer shall mail the employment record of earnings and wages within three (3) days exclusive of Saturday: Sunday and designated holidays. Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for every two (2) additional days of delinquency. An employee may be dismissed for just cause on the authority of the Employer or his authorized representative on the job. Such employee and the Union shall be advised promptly by the Employer of the cause for dismissal.

ARTICLE 20 - WAGES

- 20.01 The regular hourly rates of pay for each classification of employee shall be in accordance with the rates contained in the Appendices. The Appendices attached hereto are hereby made part of this Collective Agreement.

ARTICLE 21 - PAY PERIODS

- 21.01 Employees shall be paid by cheque during the regular working hours of Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. If paid cash, pay will be distributed no later than Friday noon time.
- 21.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque.
- 21.03 Should the cheque not be distributed as set out herein, the employee and/or the Union shall immediately notify the Employer.
- 21.04 When cheques are not distributed on Thursday, in accordance with this Article, and the employee is not paid until after Monday, of the following week, the employee shall receive one (1) days pay at the regular hourly rate of each working day, until the day the cheque is paid, commencing Tuesday through Friday.

ARTICLE 22 - HEALTH AND WELFARE

- 22.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the Employer.
- 22.02 Employees shall not be required to work with unsafe equipment and conditions. Any unsafe equipment and conditions shall be reported immediately to the Employer's representative.
- 22.03 Except where it is the responsibility of the prime contractor, toilet facilities shall be made available where practical.
- 22.04 Fresh drinking water with ice and paper cups will be provided by the Employer.
- 22.05 Fresh drinking water, tools sheds and lunch rooms shall normally be maintained by the employees using same, except where other general arrangements have been made.

6 Where quarters are provided to employees to change clothes and eat lunch, such quarters shall have benches and tables and shall be lockable and be kept clean by the employees. Where a project is of short duration the Employer shall attempt to secure access to the lunch room and toilet facilities supplied by the prime contractor on site.

22.07 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive the total hours usually worked for the complete shift which will not exceed eight (8) hours pay.

22.08 (a) Labourer

Climatic protective clothing (New rainsuits, rubber gloves, rubber boots) is to be supplied to the employees by the Employer. Safety items and climatic protective clothing issued to the employee and signed for on the appropriate form, must be returned to the Employer on termination.

(b) Rodman

Rainsuits will be supplied by the Employer for Rodmen

22.09 When a project is stopped by the Safety Inspector for an unsafe condition, the Employee affected will be paid to the end of the shift he is working if other work is not available.

22.10 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 23 - TRAINING

23.01 Employers are concerned about employee safety as a way of working on and off the job. We recognize that improvements may only be accomplished if every employee is determined to practice safety at all times.

23.02 Safety is a result of continuous personal education for everyone and the Employers intend to carry out its work in the safest manner possible, backed by good work practices and common sense.

23.03 An accident is an unplanned and unintended event which disrupts the progress of a work place. All accidents, using this definition, result in loss, due to a job disruption, a delay and possibly time loss due to personal injury, equipment damage or material damage.

23.04 Our goal is to eliminate accidents and implement safe, healthy policies and procedures.

23.05 As a result of said policies all labourers working in the construction industry shall have a Certificate in his possession for the following:

a) One (1) day course on the "Introduction to Occupational Health and Safety", for the construction worker.

b) St. John Ambulance Standard First Aid with CPR.

The above Training will be funded through the Union.

NOTE: At date of signing, not all Labourers have the aforesaid certificates, however, the parties signatory to this agreement, will take the steps necessary to try and ensure that this goal is met by the expiration date of this Collective Agreement.

ARTICLE 24 - JURISDICTIONAL DISPUTES

24.01 It is agreed by both parties that there shall be no stoppage of work on account of any jurisdictional dispute which may arise between or among two (2) or more Unions or groups of Employees. It is agreed that the Employees will continue to work pending the settlement of such disputes, on the following terms:

a) The Employees who have been performing the work under dispute allocated by the Employer will continue to do so until satisfactory settlement to all parties to the dispute is reached, or

- b) If none of the parties to the dispute have been performing the work in question on the particular job involved, then the Association may authorize the Employer to make an assignment of work. An assignment shall be made with regard to local area practice of unequivocally established.
- c) If and when the various groups of Employees have reached agreement on the dispute, then the Employer will accept the decision of the Employee's group. If the Union is aggrieved by an assignment made under this Article recourse may be had to the jurisdictional provisions of the Industrial Relations Act, Article 83, Sections 1, 2, 3, and 4 and Article 84, Sections 1 and 2.
- d) Both parties agree that jurisdictional disputes within their respective organization arising from this Agreement or on any job to which this Agreement applies shall not interfere in any way with orderly expeditions and economic progress of the work. There shall be no stoppages of any kind, slow downs, or any other handicaps that may be encountered as a result of a jurisdictional dispute.

ARTICLE 25 - GRIEVANCE

- 25.01 Where a difference arises between the parties relating to the interpretation, application of administration of the 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 Employer's 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.
- 25.02 The grievor shall first present his grievance verbally to the Foreman under whose direction he is, or, in the case of a dismissal under whom he was working. The Employee may be accompanied by his Union Steward. The Foreman shall give his answer not later than 12:00 noon following the working 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 Employer's 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.
- 25.03 The Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer concerned or Employer's Representative who shall render his decision not later than two (2) working days following presentation of the grievance to him (this is subject to 24.01).
- 25.04 The Employer or his representative shall be entitled to submit a grievance in writing directly to the Union Representative or to any other Union Official who shall render his decision not later than two (2) working days following presentation of the grievance to him (this is subject to 24.01).
- 25.05 Where a policy grievance arises, subsections 25.01, 25.02, and 25.03 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.
- 25.06 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 to the Arbitration Board.

ARTICLE 26 -ARBITRATION PROCEDURE

- 26.01 Either one of the parties may, after exhausting the Grievance procedure established by this Agreement, notify in writing the other party of its desire to submit the differences or allegations to arbitration, and the notice shall contain the name of the party's appointee to an Arbitration Board. The recipient of the notice shall, within two (2) regular working days, advise the other party of the name of its appointee to the Arbitration Board.
- 26.02 The two (2) appointees selected shall: within three (3) regular working days of the appointment of the second of them, appoint a third person who shall be Chairman. If the recipient of the notice fails to appoint a Chairman, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour of New Brunswick upon the request of either party.
- 26.03 The Arbitration board shall hear and determine the difference of allegation and shall issue decision and the decision shall be final and binding upon both parties.

- 26.04 The decision of a majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairman shall govern.
- 26.05 All costs pertaining to the Chairman shall be borne equally by both parties. All costs pertaining to each party's appointee to the Arbitration Board shall be borne by the party making the appointment, or on whose behalf the appointment was made.
- 26.06 Upon mutual agreement, the grievance may be referred to a single arbitrator.
- 26.07 Any and all time limits fixed by Article 25 and 26 may be modified by mutual agreement between the Employer and the Union.
- 26.08 If advantage of the provisions of the Grievance or Arbitration procedures is not taken by each party within the time limit specified herein, the matter in dispute shall be deemed to have been abandoned unless the parties otherwise mutually agree.
- 26.09 The Employer must notify the union if there is any preliminary objections within ten (10) days after arbitration procedures have commenced.

ARTICLE 27 - BENEFIT PLAN

- 27.01 On signing, the Employer agrees to contribute \$1.28 per man/hour worked towards the Benefit Plan.

The contribution shall be sent to:

Benefit Plan Administrators Ltd.
7001 Mumford Road
Suite 216, Tower 1
Halifax, NS B3L 4N9

The contribution will be sent once a month and it shall be in their Halifax office no later than on the 15th of the following month. Such contributions shall be entered on the Employer's Contribution Report form supplied by Benefit Plan Administrators Ltd.

- 27.02 The Benefit Plan shall be professionally administered and managed.
- 27.03 It is also agreed that twelve cent (\$0.12) per hour of the monies so contributed by the Employer shall be returned by the Administrator of the Trust to the Labour Relations & Education Fund of the Moncton Northeast Construction Association, P. O. Box 628, Moncton, NB E1C 8M7.
- 27.04 It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by Local 1079 with the Employer contribution to be deducted from the wage rates contained herein, provided the Employer receives sixty (60) days notice of such change.

ARTICLE 28 - PENSION PLAN

- 28.01 On signing, the Employer agrees to contribute: sixty cents (\$0.60) per man/hour worked towards the Pension Plan. Those contributions shall be sent to the Labourers Pension Fund of Central and Eastern Canada once a month and it shall be in their Toronto Ontario office no later than the 15th day of the following month. Such contributions shall be entered on the Employer's Contribution Report form and sent to:

Labourers Pension Fund of Central and Eastern Canada
P. O. Box 40
Station "Q"
Toronto, ON M4T 1L0

- 28.02 It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by Local 1079 with the Employer contribution to be deducted from the wage rates contained herein, provided the Employer receives sixty (60) days notice of such change.

ARTICLE 29 - PRODUCTIVITY CLAUSE

29.01 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 an 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 and the Employer 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.

29.02 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 to adjust to the prevailing work procedures before any final determination can be made.

29.03 The purpose of this clause is to reinforce the concept of a productive, competent and qualified work force in Labouring within the Construction Industry. This article shall not be interpreted and applied so as to allow piecework in the Construction Industry.

ARTICLE 30 -WORK AFTER HOURS (MOONLIGHTING)

30.01 The Parties agree that their mutual interests are adversely affected when persons who are currently employed under this Agreement engage in any work similar to, or connected with, the activities of the Employer after the regular working hours provided in this Agreement.

30.02 Employees who undertake any such extra work for personal gain, other than on behalf of their Employer, shall be subject to the following disciplinary procedures:

- 1) First Occasion - The employee shall be subject to a one (1) week suspension by the Employer and the Union will take appropriate action as per their by-laws and constitution.
- 2) Second Occasion - Within a one (1) year period of the last offence, the employee shall be subject to immediate dismissal by the Employer, and the Union will take appropriate action as per their by-laws and constitution.

30.03 The Union will notify the Employer, in writing, of the charge and the disciplinary action taken,

30.04 The employee will be held liable for any and all claims, demands suits or other forms of liability that may arise out of or by reason of his violation of this Article.

30.05 Employers who are signatory to this Agreement and who by paying cash to Local 1079 members without the appropriate deductions will be held in contempt of this Agreement.

ARTICLE 31 -SUB-CONTRACTS

31.01 The Employer agrees:

That it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction, that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractors.

To have any such sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement and Craft Schedule. For the purpose of this clause "sub-contractor" shall mean any contractor who performs work for the Employer on the project (job site).

31.02 The Union will stipulate and individual Union members agree that no individual member of the Union will contract or bid work without being a member of a registered partnership or an owner in a company registered at the Registry of Companies office.

ARTICLE 32 - ENABLING

32.01 It is recognized that from time to time certain terms and conditions of employment for Local 1079 employees may require alteration from those contained in this Collective Agreement in order to enable the employees and Employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.

32.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Enabling Committee (E.C.).

32.03 Where this committee can not achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.

32.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. The mandate of the Enabling Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Article.

32.05 All Contractor members of the Labourers Trade Classification shall be informed on any modifications to wage rates four (4) hours prior to closing.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall remain in effect until and including June 28, 1998. All other Articles of this Agreement and Appendices thereto shall remain in force until the termination date of this Agreement, June 28, 1998. The Agreement will continue for successive periods of one (1) year unless either party shall on or about the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either party, this Agreement shall remain in effect from year to year.

33.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of New Brunswick.

APPENDIX "A"

INTERPRETATION

The following definitions apply wherever the defined terms are used in the Agreement attached hereto:

BUSINESS AGENT means: the official duly appointed by Local Union 1079 whose duties are to represent the Union in matters relating to this Agreement.

EMPLOYEE means: a person working as a Labourer or a Steelsetter.

ASSOCIATION means: the Moncton Northeast Construction Association Inc. who represents a group of employers in the construction industry from the counties of Albert, Westmorland, Kent, Northumberland, Gloucester, Restigouche and Madawaska.

EMPLOYER means: an employer signatory & bound by this agreement.

JOB means: a construction project where Labourers are required

STEWARD means: an employee duly appointed under Article 6 of the Agreement and authorized by it to represent all the employees working on a job who fall within this scope of this Agreement and to speak for them on matters pertaining to this Agreement.

SUPERINTENDENT means: the duly appointed official of the Employer who has on-the-job authority for the progress of the work.

UNION means: Local Union 1079, the Labourers' International Union of North America.

APPENDIX "B"

WAGE RATES: (Labourer)

- a) Increases are to take effect on the nearest pay period to the effective date.
- b) Wage Rates per hour worked

Wage Rates									
Labourer	General Foreman	Foreman	Key Man	Group 1	Group 2	Group 3	Foreman Group 4	Group 4	
Wage Rate	\$ 18.40	\$ 17.50	\$ 16.50	\$ 16.00	\$ 15.65	\$ 14.50	\$ 19.25	\$ 17.50	
10% Vacation Pay	\$ 1.84	\$ 1.75	\$ 1.65	\$ 1.60	\$ 1.56	\$ 1.45	\$ 1.92	\$ 1.75	
Benefits	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	
Total Package	\$ 22.12	\$ 21.13	\$ 20.03	\$ 19.48	\$ 19.09	\$ 23.05		\$ 21.13	

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The Employer shall contribute to the Pension Plan as set out in Article 28, and Benefit Plan as set out in Article 27.

- c) The Employer where necessary will supply free of charge a safety hat, CSA approved, work gloves, and new rubber boots if needed. Said hat will be maintained in good working order by the employee and on termination of employment be returned to the Employer.
- d) All Labourers shall supply the following C.S.A. (or equal) equipment and shall maintain same in good safe working order: safety boots, eight (8) meter measuring tape, (one) hammer.
- e) Each Labourer shall carry a records book to show his/her work experience and labourer classification. He/she shall not be allowed to work in the industry until first contacting The Labourers' International Union of North America, Local Union 1079; have a records book in his/her possession.
- f) A review committee shall be representative of industry and shall consist of four (4) individuals consisting of two (2) representatives from the Moncton Northeast Construction Association Inc. and two (2) representatives from The Labourers' International Union of North America, Local Union 1079.

Mandate of the Committee will be to co-ordinate training courses for the different classifications of labourers and review and approve movement from one (1) classification to another,

- g) It is agreed that an employee will be allowed to work up to eight (8) hours per week in a higher group number, without a change in his rate of pay.

For Labourers and Steelsetters a \$0.55 increase effective July 1, 1997. This increase could be distributed between the wages, benefits, pension, etc., whatever is deemed necessary at that time. Employer will be notified at time of increase.

3OUR CLASSIFICATIONS:

- A) Group 1 - Concrete Labour - Pouring, placing, vibrating, screeding, curing, finishing, buffing, chipping, saw cutting, bush hammering, patching, core drilling, cutting concrete, green cutting of concrete, drilling and breaking of concrete using all tools needed. Sand and water blasting, concrete grinder operator. Precast concrete erector. Air, gas and electric chipping hammer, braker and jackhammer
- Mason tender - Grout, concrete and mortar mixer, finish grout, grout and mortar pump operator, gunniter, forklift operator or any equipment used to move masonry, concrete nozel spreader, scaffold erector and winterizing for mason work. Wash down brick and stone, plaster and mason tender, plaster helper.
- Specialty - Welders, WCB Welder, powderman, blaster, driller,(hydratrac, rock drill, diamond drill, air track, john henry, drill doctor), Asbestos worker, hazardous waste worker, lead abatement worker, pipelayer, fuser, instrument man (laser, transit, level).
- B) Group 2 - Skilled Labourer - Power saw operator, fuel or propane gas heater attendant, tool crib attendant, warehouseman, spotter, signal man. Truck driver (bus, dump, service, delivery, fuel, water truck, snow plow), skidder operator, equipment float. Rigger, compressor operator, pump operator, landscaping including hydroseeding, small tool repair. Powderman's helper, carpenter helpers, welders helper, demolition and wrecking of all kinds, rod and chain man, clean up of garbage, scrap and construction debris. Bush cutter, motorized tanker and all compaction. Installing all fences, including chain link, farm tractor operator, "A" Frame and Swedish type crane trucks, euclide type trucks, low bed & semi's, tandem trucks, ready and transit mix truck, DW 20 or DW 21 type with rear dump or rear end ejector or belly dump.
- Formwork - Setting, stripping, moving, cleaning and oiling, rigging of forms and related material.
- C) Group 3 - General Labour - Flagman, janitor, watchman, on site delivery of drinking water, security guard and fire watch.
- D) Group 4 - Refractory Workers - Will only apply to Refractory Contractors, when bricklayers are doing refractory work. Article 14.07 will not apply.

SIGNATORIES

MONCTON
NORTHEAST
CONSTRUCTION
ASSOCIATION INC

FOR THE LABOURERS'
INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL
UNION 1079



ROGER LANDRY



RH  AL SAVOIE



ARNOLD OGDEN



GASTON MALENFANT



WITNESS



WITNESS

DATE: JULY 1, 1996

APPENDIX "C"

WAGE RATES: (Rodman)

- a) Increases are to take effect on the nearest pay period to the effective date.
- b) Wage Rates per hour worked

Wage Rates							
Rodman	General Foreman	Foreman	Journeyman Certified	Journeyman 1	Journeyman 2	Trainee Rodman	
Wage Rate	\$ 22.10	\$ 21.15	\$ 19.00	\$ 17.50	\$ 15.80	\$ 13.50	
10% Vacation Pay	\$ 2.21	\$ 1.11	\$ 1.90	\$ 1.75	\$ 1.58	\$ 1.35	
Benefits	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	
Total Package	\$ 26.19	\$ 25.14	\$ 22.78	\$ 21.13	\$ 19.26	\$ 16.73	

The Employer shall contribute to the Pension Plan as set out in Article 28, and to Benefit Plan as set out in Article 27.

- c) The Employer where necessary will supply safety glasses free of charge.
- d) All Rodmen shall supply the following C.S.A. (or equal) equipment and shall maintain same in good safe working order: safety hat, CSA approved, work gloves, rubber boots, pliers, safety hook, safety boots, belt, tie wire reel and eight (8) meter measuring tape.
- e) Each rodman shall carry a records book to show his/her work experience and rodman classification. He/she shall not be allowed to work in the industry until first contacting The Labourers' International Union of North America, Local 1079, and have a records book in his/her possession.
- f) A review committee shall be representative of industry and shall consist of four (4) individuals consisting of two (2) representatives from the Moncton Northeast Construction Association Inc. and two (2) representatives from The Labourers' International Union of North America, Local 1079.

Mandate of the Committee will be to co-ordinate training courses for the different classifications of rodmen and review and approve movement from one (I) classification to another.

For Labourers and Steelsetters a \$0.55 increase effective July 1, 1997. This increase could be distributed between the wages, benefits, pension, etc., whatever is deemed necessary at that time. Employer will be notified at time of increase.

PENDIX "C"

RODMAN CLASSIFICATIONS

- a) **Foreman:** Foreman means a Journeyman Rodman certified, who has the ability to accept responsibility to take charge of the employees engaged in the actual installation of any rebar work, laying out of such work and has been appointed Foreman by his Employer.
- b) **Pusher:** Pusher means a Journeyman Rodman placed in charge of a crew who is under the supervision and direction of the Foreman.
- c) **Journeyman Rodman - Certified:**
Journeyman Rodman - Certified is a Journey Rodman who has completed certification courses and through these courses is understood to have a thorough knowledge of placing drawings, placing of reinforcing steel and welded wire mesh and any other products related to his trade.
- d) **Journeyman Rodman - I:**
Journeyman Rodman - 1 is an individual who has completed work as a Rodman - 2 to the satisfaction of the review committee. He/she shall take a course of placing reinforcing steel as directed by the review committee. Before moving to a Journeyman Rodman - Certified; he/she shall complete a minimum of 1100 hours worked,
- e) **Journeyman Rodman - 2:**
Journeyman Rodman - 2 is an individual who has completed work as a Trainee Rodman - 1 to the satisfaction of the review committee. A Journeyman Certified will work with the Journeyman Rodman - 2 to give basic on the job familiarization. Before moving to a Journeyman Rodman - 1; he/she shall complete a minimum of 1100 hours worked.
- f) **Trainee Rodman - 1:**
Trainee Rodman - 1 is an individual who is new to the trade and shall carry a records book in regards to his service in the trade. A Journeyman Certified will work with the Trainee Rodman - 1 to give basic on the job familiarization. Before moving to a Journeyman - 2; he/she shall complete a minimum of 1100 hours worked.

Where practical the Employer will endeavour to maximize employment opportunities for Trainees.

Letter of Understanding

It is the Review Committee's responsibility to review, in person, all potential Labourers, being he/she is new to the trade or experienced, in order to categorize each individual as per Appendix -B- and Appendix-C- Trade Classifications.

Training and training courses are understood to be of great importance to the advancement of each tradesperson; therefore, it shall be the responsibility of the review Committee to assist each individual in his/her advancement in the various categories of tradesmen in way of recommendation of courses required.

The Review Committee shall also set down requirements of each trade classification, and the said requirements shall be final.

Also, seeing that this is a first time for the New Brunswick Construction Industry to put Rebar Labourers/Labourers through training courses, there will be a two (2) calendar year grace period to enable all the Labourers currently in the Union to qualify and be categorized by the Review Committee.

MONCTON NORTHEAST
CONSTRUCTION ASSOCIATION INC.

LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA
LOCAL UNION 1079