

SOURCE	Camp		
EFF.	97	06	16
TERM.	99	06	30
No. OF EMPLOYEES	3.90		
NOMBRE D'EMPLOYÉS	JF		

PROVINCIAL AGREEMENT COVERING :

INDUSTRIAL

BETWEEN

SAINT JOHN CONSTRUCTION ASSOCIATION, INC.

ON BEHALF OF ITS AUTHORIZED SIGNATORY CONTRACTORS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #946

1997 - 1999

ASR - 5 1997

10572(01)

INDEX

ARTICLE	PAGE
1 PURPOSE	1
2 DURATION	1
3 RECOGNITION AND UNION SECURITY	1, 2, 3,
4 MANAGEMENT RIGHTS AND APPLICATION	4
5 CRAFT JURISDICTION	4, 5
6 JURISDICTIONAL DISPUTES	5, 6
7 SAFETY, SHELTER AND SANITATION, TOOLS AND EQUIPMENT SAFETY	6, 7, 8
8 DISCRIMINATION	8
9 HOURS OF WORK AND OVERTIME	8, 9, 10, 11
10 REPORTING TIME AND INCLEMENT WEATHER	11, 12
11 ROOM, BOARD AND TRAVEL	12, 13
12 TRUST FUNDS	13, 14
13 HOLIDAYS AND SHUT DOWNS	15
14 VACATION PAY	15, 16
15 PAYMENT OF WAGES AND LAY-OFF	16, 17
16 STRIKES AND LOCKOUTS	17
17 GRIEVANCE PROCEDURE	17, 18
18 ARBITRATION	18, 19, 20
19 BUSINESS REPRESENTATIVE AND STEWARDS	20, 21
20 GENERAL PROVISIONS	21
21 MANNING CLAUSE	21, 22, 23
22 APPLICATION OF COLLECTIVE AGREEMENT	24
23 DEFINITION OF WORK COVERED BY THE INDUSTRIAL AGREEMENT	24, 25
24 SAFETY CLAUSE	25
25 APPRENTICESHIP AND TRAINING	25

26 CLASSIFICATIONS AND WAGES	26, 27, 28
SIGNING PAGE	29
SCHEDULE "A"	30, 31
SUMMARY OF WAGE SHEETS AND BENEFITS	34, 35

i1)

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and Employees, provide machinery for the prompt settlement of grievances and maintain satisfactory working conditions, hours of work and wages for those employees covered by this Agreement.

1.02 The geographical area of this Agreement shall be the Province of New Brunswick.

ARTICLE 2 - TERM

2.01 This Agreement shall be effective on Signing, 1997 and shall remain in effect until the 30th day of June, 1999 and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of proposed revision of this Agreement not more than ninety (90) days and not less than thirty (30) days before the 30th day of June, 1999, or in a like period in any year.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

3.01 The Employer and the Saint John Construction Association on behalf of its authorized Contractors, recognizes the International Union of Operating Engineers, Local 946 as the sole collective bargaining agent for all Employees coming within the jurisdiction of the Union and employed within the area of this Agreement.

(a) It is hereby agreed between the Union, Employer, Association, that this Agreement can be amended on specific target projects prior to tender closing by special meeting called by the Union and Employer. Any decision reached must then be **valid for all** contractors bidding the Project.

(b) The schedule appendixes attached form part of this Agreement.

3.02 The Employer agrees to employ only members of the Union to

f2)

perform such work and the Union must be given preference in supplying men to the Employer. The Employer further agrees to notify the Union office when he requires employees covered by this Agreement. If the Union is unable to supply the personnel required from Local 946 or other locals of the International Union of Operating Engineers, within forty-eight (48) hours excluding Saturdays, Sundays and Holidays, the employer may hire elsewhere, provided such personnel hired shall make application for membership and sign an authorization for deduction of initiation fees, (if new employee is a non-member) and Union dues before commencing work. This may be done through the Business Representative, Union Steward or Union office. All employees must maintain their membership in good standing in the Union during the term of this Agreement.

(b) The Employer may recall through the Local any former employee previously in the Employer's hire and who has been subject to a temporary lay-off. This recall is permissible if made within four (4) months of the temporary lay-off and dependent on the employee not having worked for any other Employer during that temporary lay-off period subject to the approval of the Union.

- 3.03 Prior to commencing work all Employers must notify the Union.
- 3.04 When equipment is under the care and control of a signatory contractor, and falls within the jurisdiction of the Union is being moved from place to place under its own power, only members covered by this Agreement shall be used to move and repair such equipment.
- 3.05 Equipment under the care and control of the Employer and

(3)

which comes under the jurisdiction of this Union that must be repaired on site, shall have these repairs, service work, warranty work or guarantee work performed **by** mechanics of Local **946**. Vehicles under the care and control of the Employer and normally **used** on site that can be repaired on site, they shall have these repairs performed by mechanics of Local 946.

This clause is subject to the provisions of Article 5.01.

- 3.06 A member of Local 946 **who is** or becomes an owner-operator or employer-operator shall be signatory to this Agreement.
- 3.07 **When an** owner-operator or employer-operator supplies two (2) or more pieces of equipment (rents or leases) to the Employer on a particular **job site**, once the **second** piece of equipment **is** simultaneously utilized, then said owner or employer **must** hire a member from **Local 946** to man each additional piece of equipment.
- 3.08 ~~CHECK-OFF:~~ The Employer agrees to **deduct** monthly **dues**, annual assessment, and initiation **fees** on written authority from the employee. Monthly **dues** are to be submitted to the Financial Secretary **of** the Union **Office** before the fifteenth (15th) day of each month **and shall be accompanied by a list** of **the** employees from **whom** the deductions **were** made. If the above mentioned remittance **is** not received by the Financial Secretary, ten (10%) percent penalty of the amount due **shall be paid** by the Employer **each** month delay. The penalty shall apply to all remittances due to the Union and not received **by** the Financial Secretary **after five (5) days grace** period.
- 3.09 If an employee **does not become** or remain a member in **good** standing with the Union, **the** employee shall **be** replaced forthwith on written **request** of the Union, indicating the

(4)

grounds for dismissal if proper grounds exist. A notice of dismissal shall be given by the Employer to take effect at the end of the shift of the employee concerned.

- 3.10 The Employer agrees to employ only sub-contractors who are in contractual agreement with Local 946 to perform only that work covered by this Agreement. However, if the sub-contractor is not in contractual agreement with the Union, he shall become signatory to this Agreement before he commences work. The Employer further agrees that only members in good standing with Local 946 shall operate equipment which falls under the jurisdiction of this Agreement, as outlined in Schedules.

ARTICLE 4 - MANAGEMEN. RIGHTS AND APPLICATION

- 4.01 The Union recognizes the right of the Employer to operate and manage its business in all respects subject to the terms of this Agreement.
- 4.02 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend employees and also the right of the Employer to discipline or discharge any employee for just cause, but subject to the provisions of this Agreement. In recognition of the fact that presently no formal certification program exists, the Employer may inquire as to the previous work experience and/or training of any employee referred by the Local.
- 4.03 The Employer has the exclusive right to appoint a foreman at the foreman's hourly rate of wages as required by the provisions of this Agreement. Should any dispute arise on the job over the appointment or demotion of a foreman, the employees must remain on the job and at work until such

dispute is settled under the grievance and arbitration procedure.

4.04 The Employer has the exclusive right to appoint and determine the number of general foremen and supervisors required at any place from time to time for any and all operations subject to the terms of this Agreement.

4.05 The Union shall be made aware of all promotions and demotions in writing from the Company not later than two (2) working days after such promotion or demotion has occurred.

ARTICLE 5 - CRAFT JURISDICTION

5.01 The Craft Jurisdiction in this Agreement shall be the operating, repairing, maintenance and servicing of all equipment coming within the jurisdiction of the Union and shall be performed by members of the Union. This shall not preclude equipment companies from performing job site service, guarantee work or repairs of a special nature that cannot be performed by the regular mechanical staff. It is agreed that the crew (the operator and/or oiler of the machine) and mechanic of the Union will not lose time by the use of equipment company personnel and will assist in the said job site repairs created an extended shut-down of the equipment involved for more than two (2) working days, the Employer will make every effort to place the crew (the operator and/or oiler of the machine) and the mechanic affected at other work coming within the Craft Jurisdiction of the Union.

5.02 The Craft Jurisdiction also applies to all new or up-date equipment being put in to use in the Industry, subject to agreement of Union, Employer.

ARTICLE 6 - JURISDICTIONAL DISPUTES

(6)

6.01 It is agreed by both parties that there **will** be no stoppages of work on account of jurisdictional disputes which ~~may~~ occur between or among **two (2)** or more Unions or groups of employees. All parties to this Agreement ~~must adhere~~ to the procedural rules **of** the **Green Book**. It ~~is~~ agreed that the employees will continue working pending the settlement of such disputes on the following basis:

(a) The employees who have been performing the work under dispute **as allocated by** the **Employer will** continue ~~to do~~ so until a satisfactory settlement to all parties to the dispute ~~is~~ reached, providing that the assignment ~~is~~ in accordance with past decisions of record of the Impartial Jurisdictional Disputes **Board**.

(b) If none of the parties to the dispute have been performing the work in question on the particular **job** involved, the Employer will decide which group of employees **shall** do the work pending a satisfactory settlement.

(c) If a Union ~~is~~ aggrieved by a direction or an assignment made, recourse may be had to the Impartial Jurisdictional **Disputes** Board or any successor **agency** of the Building and Construction Trades Department. If, however, the Impartial Jurisdictional **Disputes** Board becomes defunct and ~~fails~~ to create a successor organization and/or fails to render a decision on a dispute brought **before it within** thirty **(30)** calendar days, recourse ~~may~~ be sought **by** the parties before the Construction Panel of the **New Brunswick** Industrial Relations Board.

(d) If and when **a** settlement ~~is~~ made, **or** the **various** groups of employees have reached agreement on the dispute, ~~the~~ decision **will** be implemented by the Employer. **Both** parties

(7)

agree that Jurisdictional Disputes within their respective organizations arising from this Agreement or on **jobs** on which this Agreement applies shall not interfere in any way with the orderly, expeditious **and** economic progress of **the work**. There shall be no **strike, work stoppage or slow down** of any kind by the Union or the Employees **as** a result of jurisdictional **disputes**.

ARTICLE 7 - SAFETY, SHELTER AND SANITATION, TOOLS AND EQUIPMENT
SAFETY

- 7.01 On all projects, provisions of the Occupational Health and **Safety Act** will be adhered to by **both** parties.
- 7.02 Any employee, as a condition of employment, shall **wear** an approved safety **helmet** on the **job** site and **shall** own and wear his own protective footwear and clothing required in the normal course of his **work**.
- 7.03 **Job Stewards** shall bring to the attention of the **Safety Officer** or the Employer Representative any unsafe conditions, unsafe acts or violations of safety **regulations**. **Job Stewards** and Foremen shall acquire a basic knowledge of **first aid** **under such** arrangements **as** may be agreed.
- 7.04 An Employee shall not **be** required to perform work where **the** conditions are unsafe and the Employee may **leave** the **unsafe** area, but nothing herein shall give an employee the right to leave the **job** site during working **hours** until the unsafe conditions **are** reported to the Employer, and **the** Employer **authorizes** the employee to leave the **job** site.
- 7.05 The Employer shall ensure that any employee injured at his place of work and/or in need of medical attention **shall** receive immediate transportation to and from a hospital or a physician.

(8)

number, etc.. A claim must be filed **within two (2)** working days of the **loss**, damage or destruction unless **good** reason can be **shown** for not having **done so**.

7.13 The Employer shall supply approved safety helmets and such other **safety** equipment as the employee is not required to provide and, when necessary, **shall supply** rain suits and rubber boots at no charge to the employee. **Tools**, safety equipment, coveralls (for mechanics **only**) and other attire furnished by the Employer shall be **subject** to normal wear and tear and shall be returned on the termination of employment or as the Employer may require.

7.14 Employees shall have a reasonable time before quitting time for the **purpose** of returning Employer **tools** and securing equipment, and for the purpose of placing employees' tools under **lock and key** of the **Employer**. In no **case** shall it exceed ten (10) minutes **in** the absence of **proof** to the contrary.

ARTICLE 8 - DISCRIMINATION

8.01 The Employer and the Union agree that there will be no discrimination, restriction or coercion exercised or practised with respect to any employee by reason of race, colour, political or **religious** affiliation. The parties agree that this Collective Agreement **is** subject to the provisions of the Human Rights **Code** and the Industrial Relations Act of **New Brunswick**.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The Working hour through the area **of** this Agreement shall be **forty (40)** hours per week, Monday to **Friday**, inclusive. The regular **work** day shall **be from** 8:00 a.m. to 4:30 p.m. with one-half (1\2) hour **out** for lunch from 12:00 noon to 12:30

- 7.06 **SHELTER AND SANITATION:** An Employer on any job shall provide a sanitary and separate place of shelter **where** employees may change clothes **and** eat their lunch. **Sufficient** tables and benches shall **be** provided and the shelter shall be adequately heated during the cold weather, there shall be no responsibility **for lost** clothes unless placed in the custody of the Employer and under his **lock** and key.
- 7.07 An Employer shall provide adequate and sanitary toilet and **washroom** facilities, equipped **with** wash basins, **soap and** cloth or paper **towels**, and supplied whenever possible with hot and **cold** water.
- 7.08 An Employer shall **supply** and provide adequate, **cool** and sanitary drinking water with **ice** daily.
- 7.09 The obligations expressed above must be undertaken **by** the Employer or the Employers in **common**.
- 7.10 **When** required, tarps shall be provided to mechanics, welders or service persons who perform work **outside** the confines of the shop.
- 7.11 **Where** employees are required to be transported in company **vehicles in cold weather**, such vehicles shall be adequately heated.
- 7.12 **TOOLS AND EQUIPMENT:** The Employer shall supply a suitable secure building **for** employees to store their **tools** and is responsible for compensation for the present replacement value of tools destroyed or damaged **by** fire, lost or **by** theft when **in** the place of storage **and** under the Employer's lock and key. Liability under this clause shall relate only to **tools** on the **list** of tools filed by the employee on the commencement of or during the course of his work. **Tools** listed **will** include the brand name, serial number, **product**

(9)

p.m.. All work done in excess of these hours shall be voluntary and paid at the rate of double time (2 x) except as permitted elsewhere in this Agreement.

(a) Flexibility in starting and quitting times may be mutually agreed by the Employer and Union.

- 9.02 All employees must have eight (8) hours rest between shifts or overtime rates will prevail until such time as an eight (8) hour break occurs between the end of one shift and the start of the next. This shall not be reason for changing starting time of shift.
- 9.03 Double time (2 x) rates shall apply to employees who work through their meal break and shall remain on double time until such time as he or she has been given a break. Double time rates shall also apply on Saturdays, and Sundays.
- 9.04 ~~SHIFT WORK:~~ When shift work is required employees shall receive eight (8) hours pay for seven (7) hours worked on the second and third shift.
- 9.05 At least twelve (12) hours notice will be given to the employee prior to starting shift work; if the required notice has not been given, the shift the employee works shall be paid for at overtime rates. The hours for shift work shall be set out in Clause 9.07 and 9.03.
- 9.06 Shift work as described below is to be considered as a continuous operation for a minimum of five (5) consecutive working days exclusive of Saturday and Sunday except that, if worked, a Saturday and/or Sunday shall be counted toward the establishment of the five (5) days, Saturdays, Sundays and Holidays are not to be considered as normal working days. In the event that shifts are of a shorter duration then five (5) consecutive working days overtime rates of pay

(10)

will apply.

(a) 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 the starting and quitting time of the regular day shift may be altered to accommodate the particular work involved, subject to the following terms and conditions:

(1) When tide work is required, employees shall receive eight (8) hours **pay** for seven (7) hours worked. The hours referred to in this Article are to be considered as consecutive hours and in no way to be applied **as** a split-shift.

(2) At least twelve (12) hours notice will be given the employee prior to starting shift work; if the required notice has not been given, the **shift** the employee works **shall** be paid for at overtime rates.

(3) The starting time for tidal work will not be any earlier than 6:00 a.m. or later than 11:00 a.m..

9.07 For employees on a **two** (2) shift operation, the regular shifts shall be as **follows**: (Subject to variation by mutual consent of the parties):

1st shift - 8:00 a.m. to 4:30 p.m. with one-half hour **for**
lunch.

2nd shift - 4:30 p.m. to 12:00 a.m. with one-half hour
for lunch.

9.08 For employees on a continuous shift operation (subject to variation **by** mutual consent of the parties) the regular shifts shall **be** as follows:

1st shift - 8:00 a.m. to 4:30 p.m. with one-half hour **for**
lunch.

(11)

2nd shift - 4:30 p.m. to 12:00 a.m. with one-half hour
for lunch.

3rd shift - 12:00 a.m. to 7:30 a.m. with one-half hour
for lunch.

- 9.09 Lunch time shall be at 12:00 - 12:30 p.m., 8:30 - 9:00 p.m.
and 4:00 - 4:30 a.m..
- 9.10 The time worked from 8:00 a.m. Saturday to 8:00 a.m. Monday
inclusive shall be double time (2 x).
- 9.11 SHIFT WORK: It *is* agreed that when complementing other Trade
Unions who are working regular scheduled eight (8) hours on
the second shift or third shift the Operating Engineers will
work eight (8) hours. The employees concerned shall receive
their regular **shift** premium plus double time (2 x) for the
eighth (8th) hour.
- 9.12 When working overtime on shift **work**, regular overtime
conditions shall be observed and rates **will** be based on the
regular hourly rates.
- 9.13 COFFEE BREAKS: A ten (10) minute paid **coffee break shall be**
allowed close to the mid-point of each half shift subject to
the Employer's operating requirements. The break shall be
taken at or near the work station of the employee provided
the employee **shall** be at his **work** station at the **end** of the
break. Every effort **will** be made to ensure as little
disruption of work as **possible** because of this clause.
- 9.14 When the Employer asks or requires the employee to forego a
coffee break, the employee will be paid one-half (1\2) hours
straight time at the applicable hourly rate **for** each break
not taken.
- 9.15 It is agreed that when **it is** necessary to **work** an employee
beyond the completion of his regular shift each employee

(12)

will be given a paid ten (10) minute break prior to commencing the overtime work. Should overtime exceed one (1) hour, then each employee will be supplied a hot meal when available, otherwise a variety of sandwiches and beverages will be provided. Each employee shall be-given a paid twenty (20) minute lunch break at the completion of the regular shift hour to consume such meal. Every four (4) hours worked thereafter, a twenty (20) minute paid meal break will be taken and the Employee will be supplied a hot meal when available, otherwise a variety of sandwiches and beverages will be provided. In lieu of a meal being provided, the Employer shall pay the employee one (1) hour's pay at the straight time rate.

ARTICLE 10 - REPORTING TIME AND INCLEMENT WEATHER

10.01 An employee who reports for work as usual, unless directed not to report the previous shift by his Employer, shall receive a minimum of three (3) hours pay at the applicable rate, with travel expenses and board allowances, whenever applicable. This shall also include inclement weather. The employee must remain on the job site, if requested by the Employer. If the employee commences productive work prior to 11:00 a.m., he shall receive four (4) hours pay. If the employee continues to work or commences work after eleven 11:00 a.m. he shall receive eight (8) hours pay at the applicable rate. This shall also apply to shift work and scheduled overtime.

10.02 Any employee who is called out other than his regular hours or on the weekend and reports for work shall be paid a minimum of four (4) hours at overtime rates.

ARTICLE 11 - OM. BOARD AND TRAVEL

- 11.1 All Employees shall provide their own transportation within Ten (10) road kms of the job site. From outside the Ten (10) km area, Twenty-Five Cents (\$.25) per road km shall be paid by the Employer when an employee is required to use his own vehicle for transportation to and from the site.
- 11.2 An Employee whose permanent residence is outside of Seventy-Five (75) road kms from the main entrance to the Job Site, shall receive an allowance for room and board for days worked. The allowance shall be \$50.00\day worked. The allowance shall be paid for a day not worked due to inclement weather if the Employee reported and was available for work. The allowance shall cease should the Employee change his permanent residence and establish a permanent residence within Seventy-Five (75) road kms of the Job Site. Employers will pay reasonable hotel\motel accommodations and meals for all short term jobs of one to five consecutive days duration.
- 11.3 The Room and Board Allowance as set out in 11.2 shall not apply where an Employee is accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of accommodation provided.
- 11.4 There shall be no charge to the Employees who are accommodated in the camp, for the use of washers and dryers, when such facilities are provided at the camp site.
- 11.5 The Employee shall have the option of camp accommodation or the Room and Board Allowance, provided that the Employee must indicate his choice only once, and at the time of his initial assignment to the Employer.
- 11.6 All expenses for room and board and travelling allowance shall either be paid by separate cheque or be shown

(14)

separately on the Employee pay cheque stub.

11.7 Distance to the site shall be measured **as** to the main entrance to the site on which the Employee is employed, from the Employees permanent residence.

11.8 The Union will make every effort to supply Union Members whose residence is closest to the job site.

11.9 The travelling allowance for persons eligible **for** room and board under clause 11.2 shall be **Twenty-Five Cents** (\$.25) per road km payable one way at the beginning and one way at the end of employment. Return travelling allowance will only be paid if the Employee remains working on the **job**, a minimum of thirty (30) calendar days. Return travelling allowance will not be paid for Employees who voluntarily terminate employment within thirty (30) calendar days of being **hired** or who are discharged for just cause.

It is agreed by all parties to this Agreement that the understanding of **Room, Board and Travel that at no time will the conditions be compounded.**

ARTICLE 12 - TRUST FUNDS

12.01 The Employer agrees to pay One Dollar and Twenty-two Cents (\$1.22) per hours worked to the Engineers Trust Fund ~~€~~ for the purpose of life insurance, medical, vision care and dental benefits for the employees.

It **is** agreed that on signing Twelve Cents (\$.12) per hour remitted **by** the Administrator of the Trust to the Employers Labour Relations **Trust** Fund.

12.02 The Employer agrees to pay Two Dollars (\$2.00) On Signing; Two Dollars and Twenty-Five Cents (\$2.25) effective July 1, 1997; and Two Dollars and Fifty Cents (\$2.50) effective July 1, 1998, per hour worked for the purchase of

pension benefits for the employees.

12.03 The Employer agrees to pay Thirty-Five Cents (\$.35) per hour worked on Industrial **work** to the jointly **trusteed** Operating Engineers Education and Training Fund, which will be jointly **trusteed**.

12.04 Contributions and payments under this Article to be remitted on a calendar month **basis** by the fifteenth (15th) of the month following when the hours **are** worked to Clark Insurance & Administrators Limited, 126 Duke St., Saint John, ~~New~~ Brunswick, E2L 1N6. This list to include: **employee's** name, Social Insurance number, total hours worked, month and Union Local number.

12.05 It is agreed by both parties that ~~these~~ Trust Funds which are for the purchase of insurance and pension, shall be equally and jointly **trusteed** with **two** (2) trustees to be nominated by Local. 946 and **two** (2) trustees to be nominated by the Saint John Construction Association.

12.06 To prevent errors **from** happening, we would strongly recommend that the **Articles** relating to health insurance and **pension** Labour Relations Trust Funds, include that the **Employers** will use a **prelist** supplied by the Administrator on a monthly calendar basis after the initial one has been received.

12.07 The Employer agrees to show all remittances and deductions on weekly pay stub.

ARTICLE 13 - HOLIDAYS AND SHUT DOWNS

13.01 Legal Holidays shall be as follows:

Christmas Day	Thanksgiving Day
Good Friday	Labour Day
Victoria Day	Remembrance Day
Dominion Day	Boxing Day
New Brunswick Day	New Year's Day

If any of these days fall on a Saturday or Sunday, the following Monday shall be the Holiday. No member shall be required to work on Labour Day or Christmas Day except emergency work.

13.02 In the event of a shut-down it is understood and agreed that:

(1) Employees engaged in repair or maintenance may be exempt from the shut-down, whether total or partial.

(2) During the period of the shut-down, work normally performed by employees on lay-off because of the shut-down, shall not be performed by any other person except during a condition requiring immediate action to avoid loss of life or property.

(3) During the period of the shut-down, the Employer must call back an employee on a voluntary basis to perform emergency repairs or maintenance work.

(4) Employees called back and employees covered by the shut-down, shall receive the regular rates of pay for all time worked during the shut-down subject to overtime, Saturday, Sunday and Holiday rates when applicable.

ARTICLE 14 - VACATION PAY

14.01 The Employer shall pay to employees vacation pay of ten percent (10%) of gross earnings during the life of this

(17)

Agreement. The method of payment shall be in accordance with the Vacation Pay Act of the Province of New Brunswick.

14.02 The Employer shall show all necessary vacation pay deductions and the net amount due on the weekly pay cheque. Payment of vacation pay shall be included in the employee's pay cheque.

14.03 Employees may take an annual vacation not to exceed two (2) weeks, at a time mutually agreed by the employee and the employer and in no case shall more than ten (10) working days notice be required by either party.

14.04 Holiday Pay will be paid at Four Percent (4%) of Gross Hourly Rate in accordance with the Holiday Pay Act of the Province of New Brunswick.

ARTICLE 15 - PAYMENT OF WAGES AND LAY-OFF

15.01 Wages to be paid weekly by cash or cheque in a sealed envelope.

15.02 All cheques must be negotiable at par at the bank nearest the job site or place of work.

15.03 The Employer shall pay each employee either by cash or cheque every week during the regular hours of work and no later than 4:30 p.m.. All deductions must be clearly shown. If paid by cheque, the Employee shall be paid on Thursday. If a holiday should fall on Friday, then the Employee shall be paid by cheque on Wednesday or by cash on Thursday. If cheques fail to arrive on time, then sufficient time or suitable arrangements must be provided to cash the same.

15.04 Employees working second or third shift work shall be paid on Wednesday.

15.05 LAY-OFF: Where employment is terminated by the Employer, the employee shall be given at least eight (8) working hours

notice at the end of this time he shall be paid in full and given his C.E.I.C. record of employment and vacation pay, if any. He shall be paid for his regularly scheduled hours until these conditions have been met except for employees discharged for just cause who shall be paid the following working day.

15.06 When employment is terminated by the employee, he shall give eight (8) working hours notice in order to receive his earned wages in full., vacation pay, if any, and his C.E.I.C. Record of Employment, within one full working day from the time of termination.

ARTICLE 16 - STRIKES AND LOCKOUTS

15.01 In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strike or stoppage of work and the Employer agrees that during the term of this Agreement shall be no lockout.

16.02 Strike shall be defined as in the Industrial Relations Act of the Province of New Brunswick.

16.03 Lock-Out shall be defined as in the industrial Relations Act of the Province of New Brunswick.

16.04 Refusal by members of International Union of Operating Engineers to cross a legal picket line shall not be interpreted by any means or reasons as violation of this Agreement. No recourse against any member or officer shall be taken by an Employer or party.

ARTICLE 17 - GRIEVANCE PROCEDURE

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

- 17.02 **STEP ONE:** Within two (2) working days following the first occurrence of the event that gave rise to it, or following the first knowledge of such event, the Employee shall present his grievance through his Union Steward to his Immediate Supervisor; the grievance may be presented verbally or in writing. Failing any reply or satisfactory settlement within **two** (2) working days, the Employee may proceed to **STEP TWO** presenting the grievance in written form stating the Article or Articles of the Collective Agreement which is alleged are being violated or misinterpreted.
- 17.03 **STEP TWO:** A grievance at **STEP TWO** shall be presented within two (2) working days of the expiration of the two (2) days referred to in **STEP ONE**. The grievance shall be taken **up** with the representative of the Employer designated for the purpose. The reply to the grievance shall be given in writing. Failing any reply or satisfactory settlement of the grievance within three (**3**) working days of presentation under **STEP TWO**, the grievance may be referred to arbitration by the Union by giving written notice to arbitrate.
- 17.04 An Employee in the presentation of a grievance may **be** accompanied **by** his Job steward and/or Business Representative. In his consideration of a grievance, an immediate Employer supervisor or a designated Employer representative may be accompanied or assisted by **two** additional Employer representatives.
- 17.05 When a grievance arises between the Union and an Employer bound by the Agreement either party, within five (**5**) days of the first occurrence of the event that gave rise to it, may present the grievance in written form, setting out the Article or Articles alleged to be violated, to the

other party. Representatives of the union and of the Employer not exceeding three (3) each, shall meet for discussion of the grievance within five (5) working days following the presentation. Failing the convening of a meeting within the time period or failing a satisfactory settlement of the grievance, a notice to arbitrate may be given by the party presenting the grievance within **five** (5) days after the expirations of such period.

ARTICLE 18 - ARBITRATION

- 18.01 The Parties **shall agree** on an Arbitrator within **two** days, failing this they will apply to the Minister **for** appointment of an Arbitrator under the Industrial Relations **Act**.
- 18.02 The Arbitrator shall hold a hearing within four (4) days after the grievance **is** submitted to him and shall render his decision to the parties within seventy-two (72) hours **after** the completion of the hearing, **provided** that failure to make an award within the time prescribed or **as** extended by the parties shall not invalidate the proceedings or terminate the authority of the Arbitrator.
- 18.03 It **is** understood and agreed in the application of this Article and Article 17 that there **is** now power in the participants to a settlement to add to, subtract from or modify the terms of this Agreement. The sole function of an Arbitrator shall **be** to interpret the meaning of **the** Articles **of this** Agreement and to render **a** decision which **shall** be binding on the parties. **The** Arbitrator shall have **no** power to add to, subtract from **or** modify the terms of this Agreement.
- 18.04 Where an Employee has been discharged or disciplined unjustly or unreasonably, the Employee shall be reinstated

and shall receive compensation in the amount he would have earned had he been working, or in such amount as is just and reasonable in the circumstances. If an Arbitrator determines that an Employee has been discharged or otherwise disciplined for cause, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all circumstances.

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

18.06 The times fixed by this Article and Article 17 are mandatory but may be extended by mutual agreement in writing. If a grievance or arbitration is not processed within the time allowed, the grievance or arbitration shall be deemed to have been abandoned. Saturdays, Sundays and holidays shall be excluded in the computing of the time allowed.

18.07 The costs of each Arbitrator shall be borne equally by the parties thereto.

ARTICLE 19 - BUSINESS REPRESENTATIVE AND STEWARDS

19.01 The Business Manager(s) and/or Agent(s) and/or the International Representative of the Union shall have access with his vehicle to and on the job site of the Employer during working hours to investigate any matter or to discuss any matter regarding the application of this Collective Agreement.

19.02 **The Employer may** require that a Business Representative or International Representative **seeking** access to the site shall **first** report to a designated person or his representative before **carrying out** a visit and may provide an Identification Pass to be presented at an approved gate.

19.03 It is agreed that the union may appoint a **job** steward from among the employees of the Employer and the Employer **shall** be notified of **the** appointment in writing.

19.04 Stewards shall be allowed a reasonable **time** to handle on site grievances during **working** hours without **loss** of pay.

19.05 The **job** steward shall be the last employee covered under **the** terms of **this** Agreement to remain on the job, provided that he is qualified and capable of **performing** the work.

19.06 The steward, where possible, will be responsible **for** reporting any grievance to **the Employer** and to the Union so that it may be **dealt** with without undue delay.

19.07 No discrimination **shall be** shown against any steward for carrying out his duties. **Stewards shall be** included in all overtime **work** if qualified to perform the work.

ARTICLE 20 - GENERAL PROVISIONS

20.01 **Any** employee may be granted a leave of absence without pay **for** proper reasons upon written application to **the Employer**. Before such **leave is** granted, **the** matter will be discussed with the Business Agent and **job** steward.

20.02 **An employee** not reporting for work must notify the Employer before the beginning of **his shift** or **must give** a reason satisfactory to the Employer for failing to report.

20.03 An employee shall **not** transfer from **one** Employer to another within the **area of** this Agreement without the consent of the Union and the Employer.

20.04 All terms and conditions will become effective on signing.

ARTICLE 21 - MANNING CLAUSE

21.01 All working foreman mechanics must **be** members of the Union and all jobs must have a working foreman mechanic where three (3) or more heavy duty equipment mechanics are employed. The working foreman mechanics shall receive **Sixty Cents (\$.60)** per hour above the heavy duty equipment mechanics' rate.

21.02 Where the union supplies a master mechanic **he** shall receive **One Dollar (\$1.00)** per hour above the heavy duty equipment mechanic's rate.

21.03 On Industrial Sites where an Employer has Five (5) or more operators (excluding oilers and front end drivers) covered by Article 26 of **this** Agreement, he must employ a working foreman who is a **member of the** International Union of Operating Engineers, **Local. 946**; said Foreman to receive One Dollar and Fifty Cents (\$1.50) per hour **above Group A Rate**. On other work, the Employer may appoint a working Foreman who shall receive the same premium.

(a) ~~Where~~ the Employer employs a member of Local 946 as a working foreman, all I.U.O.E. members shall take their directives and instructions from said foreman.

(b) **When** foremen are being appointed ~~first~~ consideration will be given to employees on site working for the Employer.

21.04 (A) All mobile hydraulic cranes over 35 Ton capacity shall **be manned by** an operator and an oiler/driver. This does not apply to self-propelled cranes.

(B) All **conventional boom mobile cranes and crawler cranes**

(35) ton capacity and over shall be manned by an **operator** and an oiler driver. This **does** not apply to self-propelled cranes.

21.05 When equipment not listed in this Agreement and coming within the jurisdiction of the Union is used, it shall be classified **by** agreement between the Employer party and the Union and shall become part of this Agreement.

21.06 **Employees** covered **by** this **Agreement** working on water from **scows** and barges, shall receive Seventy-Five Cents (\$.75) per hour premium.

21.07 Notwithstanding Article 19.07 the regular operator and/or crew of equipment listed in Classifications shall be given the first opportunity to **work** any overtime required by said **piece** of equipment.

21.08 Operators of cranes shall receive the following boom premiums:

from 100 to 150 **foot** of **boom and jib**, Thirty-Five **Cents** (\$.35) per hour;

151 to 199 **foot** of **boom and jib**, **Fifty** Cents (\$.50) per **hour**;

200 **foot of boom and jib**, Seventy Cents (\$.70) per hour, **and one cent** (\$.01) per foot thereafter.

21.09 Operators of **tower** cranes when operating from the mast or boom shall receive Eighty Cents (\$.80) per hour premium. **This does not include tower crane operators who are operating** from the ground **by** remote control.

21.10 **When an Engineer is made responsible for supply air on** projects where employees are working under air pressure he shall receive a premium rate of Twenty-Five Cents (\$.25) per hour over and above his normal **rate** of pay.

(25)

21.11 Air compressors feeding low pressure into air lock shall receive Twenty-Five Cents (\$.25) premium over Group #2.

21.12 Heater attendants for forced air, gas or oil burning temporary heating units, after five (5) attendants there shall be a foreman.

21.13 Equipment operators and crew shall not be replaced by mechanics, working foreman, those above the rank of working foreman and vice versa, except during a condition requiring immediate action to avoid loss of life or property. However, under conditions when a serious disruption of work operations will result from the non-availability of a mechanic or operator beyond the control of the Employer, then the substitution may be made. Such substitution shall only continue until the manpower deficiency is eliminated in conjunction with the union Business Agent.

21.14 On request from the operator, an operator's manual shall be supplied by the Employer.

21.15 All employees who are required to work underground shall receive One Dollar (\$1.00) above their normal rate of pay as set out in "Wages and Classifications".

21.16 Where an Employer has International Union of Operating Engineers members from a Local other than Local 946 employed, the same will be replaced when qualified members of Local 946 are available. This clause shall not apply to Local 946 members who have been dismissed for just cause.

ARTICLE 22 - APPLICATION OF COLLECTIVE AGREEMENT

Companies under Agreement with the Union when working on Job Site or Projects where this Agreement applies, shall abide by the working conditions and monetary conditions etc., as set out.

ARTICLE 23 - DEFINITION OF WORK COVERED BY THE INDUSTRIAL AGREEMENT

23.01 Industrial projects covered by **this** Agreement, shall be defined as those listed:

- (1) heavy water plants
- (2) oil refineries
- (3) power stations
- (4) pulp mills
- (5) deep water ports or unloading docks
- (6) ore reduction plants
- (7) chemical plants
- (8) steel mills
- (9) heavy manufacturing plants
- (10) power plant\dams\tunnels
- (11) nuclear plants
- (12) bridges and wharves (over 6 million dollars)
- (13) onshore\offshore oil related projects
- (14) tunnels excluding road crossings
- (15) others as agreed between the Parties

23.02 All other construction "not spelled out in 23.01, such as hotels, schools, hospitals, residential developments, motels, shopping centers, other commercial projects, sewer and water, road building, will be covered under the Commercial Water & Sewer Agreement and Roadbuilding Agreement. (Industrial Wages Appendix "A"

23.03 The parties to this Agreement recognize that major projects may require agreement on special conditions that may arise at a particular location.

23.04 Wind indicators shall be placed on all major projects.

ARTICLE 24 - SAFETY CLAUSES

24.01 No operators will be required to operate equipment where safety equipment or required manufactured safety locks are defective.

ARTICLE 25 - A. PRENTICESHIP AND TRAINING

25.01 The Employers agree to explore and participate in Operating Engineers' Training programs. In recognition of the need of bona fide training, the parties agree to the provisions herein.

25.02 When an **employee** is assigned to a **job** for which he is not fully qualified or experienced within a higher **wage** classification, he shall continue at his former classification rate for not more than **fifteen (15) working** days.

25.03 The ratio of apprentices to operators or mechanics shall be:

Three **13)** to ten (10) Operators 1 Apprentice
Ten (10) to **twenty (20)** Operators 2 Apprentices
Twenty (20) to Thirty (30) Operators 3 Apprentices
One (1) to five (5) Mechanics 1 Apprentice
Five (5) to ten (10) **Mechanics** 2 Apprentices

25.04 The following scheme of remuneration **for** apprentices shall apply:

1st 1300 hours - 55% or \$10.00 per hour, whichever is greater

2nd 1300 hours - 65% or \$12.00 per hour, whichever is greater

3rd 1300 hours - 80%

4th 1000 hours - 95%

Upon successful completion of a recognized training course, a new apprentice will be credited **as** entering the trade of

the second 1300 hour level.

25.05 Each apprentice shall carry a book (in an approved form) which shall travel from job to job and from Employer to Employer and in which shall be recorded the apprentice's hours worked as verified by the Employer and the Union.

ARTICLE 26 - LABOR CONDITIONS AND WAGES

Wages rates are contained in Appendix "A"

Group A

Operators of Power Cranes (all attachments), Overhead Cranes, Gantry Cranes, Derricks, 100 ton cap., and over, Shovels, Backhoes, Draglines, Dredges (dipper or suction) and similar equipment of 4 cu. yds./and over, Heavy Duty Equipment Mechanics, Multiple Drum Hoist and ~~Single Drum Hoist over twelve stories,~~ Single Drum Hoist of manual friction and brake type and all similar equipment and all Tower Cranes, Helicopter Winch Operators, Stationary Engineer (chief) but no Foreman's Premium, ~~Fine Grader Operator,~~ Tug Boat Captains, loaders 10 cu. yds. and over. Helicopter Pilots, Divers, Work Boat Captains.

Group 1

Operators of Power Cranes (all attachments), Overhead Cranes, Derricks, Gantry Cranes 35 ton and under 100 to cap., Shovels, Backhoes, Excavators, Draglines 2 cu. yds. cap. and under 4 cu. yds., equipment welders, machinists, loaders 5 cu. yds. and under 10 cu. yds. Climbing and Skyway Type cranes, Chimney Hoists, Side Boom

Swing Pumpcrete Truck Operators, 3rd Class Engineers, material **Hoist** and Multiple Drum Hoist, Single Drum Hoist twelve stories and under of manual friction brake **type**, Operators of premix Concrete **plant**, form Carrier, all Power Marine Craft engaged in construction, Grader Operators, Concrete Pumps, Mucking Machines - all types, Dozers D-8 types and **over**.

Group 2

Operators of **Power Cranes** (all attachments), Overhead Cranes, Derricks, Gantry Cranes under 35 ton cap., Shovels, Backhoes, **Excavators**, Draglines under 2 cu. yds. cap., Gradalls, Caisson Boring Machines, **Joy** and Quarry Type drills, Barge Drills, Air Tracks, **Hoist with** or without tower including air hoist, Rotary Drills, Loaders under 5 cu. yds. cap., Bulldozers D-7 type and under, Tractors, scrapers, Boom Truck Operators, Compressors 600 C.F.M. and over, Locomotive Operators, Crusher Operators, off Highway Trucks 50 ton and over. Tractor Truck units (ie Float, Highboy, etc.,

Group 3

Operators of Asphalt Rollers, Spreaders, Wagon Drills, Operators of Batching Plants, Temporary or permanent heating Plants (**boilers 15 lb. pressure** and over used during construction), Well Point Systems, Concrete Mixers 1yd. **cap.** and over, Bullmoose, "A" Frames, Sideloaders, Haul Pacs, Rockwagons, Forklifts, Self propelled Compaction Units, Skidders, Mechanics Helper, Servicemen and Concrete Conveyor operators, **Tandem**, Ready Mix Trucks, Winch Operators for Barge and Tie-In Equipment.

Group 4

Oiler, Pump Operators, Conveyor Belt Operators, Compressor Operators, Mobile Crane Drivers, Heating Units, Forced Air, Gas and Oil Burning and Portable Generators, ~~Trucks Single Axle Trucks~~, (excluding 1\2 ton and one ton trucks), Safety Boat Operators, Utility men, Rod and Chainmen.

Should any question arise as to the classifications of **employees** operating or assisting in the operations, or both, or who are directly assisting in **the** maintenance **or** repair of any technical construction machinery or equipment not specified in the **said** classifications, the same **shall be** resolved **by** mutual agreement.

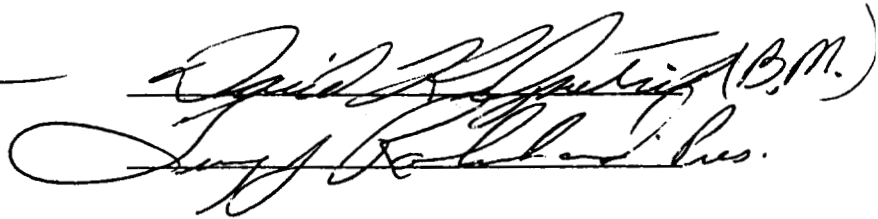
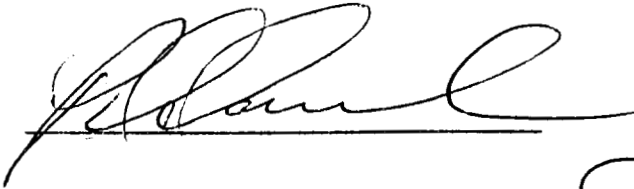
If an Employer is tendering on a project on **which** he suspects Non-Union competitors are tendering at lower wage rates **and** benefits, then a pre-tender meeting will **be** held **with** the union to arrange special conditions, so that the competitive position of the Employer can **be** maintained.

(31)


SIGNED THIS 16th DAY OF JUNE, a.d., 1997.

SIGNED BY THE SAINT JOHN
CONSTRUCTION ASSOCIATION ON
BEHALF OF THE AUTHORIZED
CONTRACTORS

SIGNED ON BEHALF OF LOCAL 946
OF THE INTERNATIONAL UNION OF
OPERATING ENGINEERS



WITNESS



WITNESS

Schedule "A"

Wages - Basic Hourly Rates for Industrial Work

Effective On Signing to June 30, 1999

Group "A"	\$ 19.75
Group "1"	\$ 19.24
Group "2"	\$ 18.66
Group "3"	\$ 18.04
Group "4"	\$ 17.38

Total Package Wage Summary

<u>Group "A"</u>	<u>BHR</u>	<u>VP</u>	<u>H&W</u>	<u>Pens</u>	<u>Train</u>	<u>Total</u>
		(14 %)				
On Signing	\$19.75	2.76	1.22	2.00	.35	\$ 26.08
July 1/97	\$19.75	2.76	1.22	2.25	.35	\$ 26.33
July 1/98	\$19.75	2.76	1.22	2.50	.35	\$ 26.58
<u>Group "1"</u>	<u>BHR</u>	<u>VP</u>	<u>H&W</u>	<u>Pens</u>	<u>Train</u>	<u>Total</u>
		(14 %)				
On Signing	\$19.24	2.69	1.22	2.00	.35	\$ 25.50
July 1/97	\$19.24	2.69	1.22	2.25	.35	\$ 25.75
July 1/98	\$19.24	2.69	1.22	2.50	.35	\$ 26.00
<u>Group "2"</u>	<u>BHR</u>	<u>VP</u>	<u>H&W</u>	<u>Pens</u>	<u>Train</u>	<u>Total,</u>
		(14 %)				
On Signing	\$18.66	2.61	1.22	2.00	.35	\$ 24.84
July 1/97	\$18.66	2.61	1.22	2.25	.35	\$ 25.09
July 1/98	\$18.66	2.61	1.22	2.50	.35	\$ 25.34
<u>Group "3"</u>	<u>BHR</u>	<u>vp</u>	<u>H&W</u>	<u>Pens</u>	<u>Train</u>	<u>Total</u>
		(14 %)				
On Signing	\$18.04	2.53	1.22	2.00	.35	\$ 24.14

July 1/97	\$18.04	2.53	1.22	2.25	.35	\$ 24.39
July 1/98	\$18.04	2.53	1.22	2.50	.35	\$ 24.64
Group "4"	BHR	VP	H&W	Penu	Train	Total
		(14 %)				
On signing	\$17.38	2.43	1.22	2.00	.35	\$ 23.38
July 1/97	\$17.38	2.43	1.22	2.25	.35	\$ 23.63
July 1/98	\$17.38	2.43	1.22	2.50	.35	\$ 23.88

B