

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

2003-2006

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory

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

Province of

ARTICLE 2 - DURATION

2.01 This Agreement shall be effective On Signing, 2003 and shall effect until the 30th day of June, 2006 and shall force from year to year thereafter unless either furnish the other with notice of proposed revision

remain in
continue in
party shall
of this

Agreement not more than ninety (90) days and not less than thirty (30) days before the 30th day of June, 2006, 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 authorized Contractors, recognizes the Union of Operating Engineers, Local 946 as the collective bargaining agent for all Employees coming jurisdiction of the Union and employed within this Agreement.

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International
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within the
the area of

(a) It is hereby agreed between the Union, Employer,

Association, that t
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called by the Uni
and Employer. A
decision reach
must then be valid
all contract
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

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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 and hiring will be on a 1:1 Name Hire ratio. 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
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

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which comes under the jurisdiction of this Union that must be repaired on site,
shall have these repairs or service 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

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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 - MANAGEMENT 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

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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 create 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

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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.

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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 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.

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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

(10)

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 Fifteen percent (15 %) above the regular rate of pay for hours worked on the 2nd and 3rd shifts.

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 three (3) 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 three (3) days, Saturdays, Sundays and Holidays are not to be considered as normal working days. In

the event that shifts are of a shorter duration than three (3) consecutive working days overtime rates of

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pay 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 Fifteen percent (15 %) above the regular rate of pay. 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

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

lunch.

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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 shall be double time (2 x) inclusive

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 and receive Fifteen percent (15 %) above the regular rate of pay for

those hours.

9.12 When working overtime on shift work, regular overtime conditions shall be observed as per 9.01 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

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will be given a paid ten (10) minute break prior to commencing the overtime work. Should overtime exceed two (2) hours, 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 - ROOM, BOARD AND TRAVEL

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11.1 All Employees shall provide their own transportation within Fifteen (15) road kms of the job site. From outside the Fifteen (15) km area, Thirty-two Cents (\$.32) 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 \$55.00/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

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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 Thirty-two Cents (\$.32) 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 - HEALTH AND PENSION TRUST FUNDS

12.01 The Employer and the Union confirm the establishment of the New Brunswick Operating Engineers International Union Health and Pension Trust Fund (the Trust

Fund) in accordance with a Trust Agreement between the Union and the Employer, and their designated Trustees (the Trust Agreement). The purpose of the Trust Fund is to provide pension benefits for Union members and to provide health and other insured benefits the Trustees, in their sole discretion, determine (the Insured Benefits), to Union members to the extent that the funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and the Employer in accordance with the Trust Agreement.

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The Trustees may, in their discretion in accordance with the Trust Agreement, (i) establish programs to permit employees of the Union and employees of an Employer (including the Association) to participate in one or more of the insured benefits and pension benefits, (ii) establish self payment programs for retired members of the Union to participate in one or more of the insured benefits, and (iii) permit members of another Local of the International Union of Operating Engineers (Affiliated Locals) to participate in one or more of the insured benefits and pension benefits.

Non-union employees employed under Article 3 of this Collective Agreement are not entitled to any of the pension and insured benefits.

Employees do not have any interest in the Trust Fund or in the monies contributed by them or an employer other than a Union member's interest in his or her pension benefits. Union members are only entitled to the Insured Benefits for which they are eligible in accordance with the plan or plans purchased by the Trustees to provide the Insured Benefits, and are not entitled to a refund or payment of any amount from the Trust Fund at any time or for any reason.

12.02 The employer shall pay Four Dollars and Eighty-one Cents (\$ 4.81) for each hour worked under this collective agreement to the Trust Fund. From this Four Dollars and Eighty-one Cents (\$ 4.81), the Trustees shall pay :

i) Twelve Cents (\$ 0.12) to the Saint John Construction Association as a contribution to the Employers Labour Relations Trust Fund;

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ii) Three Dollars (\$ 3.00) from each contribution for hours worked by the Union member for the acquisition of Pension benefits for that Union member; and

iii) The remaining amount be applied to the purchase of the Insured Benefits for the Union members and to cover the costs of administrating the Trust (including the education of the Trustees with respect to their obligations as Trustees).

The employer shall remit the amounts to be paid under the collective agreement in accordance with the terms of this article.

12.03 The employer shall pay Thirty-five Cents (\$ 0.35) for each hour worked under this collective agreement to the Operating Engineers Education and Training Fund which is jointly trusted by individuals appointed by the Union and the Association.

12.04 If directed by the Union, the Trustees shall remit (net of reasonable administrative costs if considered appropriate by the Trustees) all contributions made for or on behalf of a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of a collective agreement to the Trustees or administrator of a benefit plan by the Affiliated Local which he or she is a member.

12.05 The employer shall remit all contributions and payments for each month, appropriately identified by

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cheque or other means on or before the fifteen (15th) of the following month to the New Brunswick Operating Engineers International Union Health and Pension Trust Fund c/o Clark administrative Consultants Ltd., 126 Duke Street, Saint John, N.B., E2L 1N6, and shall provide Clark Administrative Consultants Ltd. with each Employee's name, Social Insurance Number, total hours worked during the month and the Union Local number. The employer shall use the prelist supplied by Clark Administrative Consultants on a monthly basis.

12.06 The employer shall show all deductions and remittances from an employee's wages on each employee's 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 Monday shall be the Holiday. No member shall be work on Labour Day or Christmas Day except work.

following
required to
emergency

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-dow
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,

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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 repairs or maintenance work. emergency

(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
applicabl

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

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 and the net amount due on the weekly pay cheque. deductions 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
employer
and the
employer
and in no
case shall
more than
ten (10)
working

days noti
be requir
by either
party.

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

Hourly Rate
Province of

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

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nearest the job site or place of work.

15.03 The Employer shall pay each employee either by cash, direct deposit 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 or direct deposit, the
Employee shall be paid on Thursday. If a holiday should fall on Friday, then the

Employee shall be paid by cheque or direct deposit on Wednesday or by cash on
Thursday. If

cheques fail
suitable

to arrive on time, then sufficient time or
arrangements must be provided to cash the same.

15.04 Employees working second or third shift work shall be paid

on

Wednesd

15.05 LAY-OFF: Where employment is terminated by the Employer,

the employee

shall be give
at least eigh
(8) working
hours

notice. He shall be paid in full and given his C.E.I.C. record of employment
and vacation pay, if any, within three (3) working days. If not received in 3 days,
he shall receive 8 hours pay for each day late, except for employees
discharged for just cause.

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 three full working day from the
time of termination.

ARTICLE 16 - STRIKES AND LOCKOUTS

16.01 In view of the grievance and arbitration procedure provided

in this

Agreeme
it is agre
by the
Union tha
there sha
be no stri

or stoppage
of work at
the
Employer
agrees that
during the
term of this
Agreement
shall be no
lockout.

(21)

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

Act of the

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
by any means or reasons as violation of this
No recourse against any member or officer shall
an Employer or party.

interpreted
Agreement.
be taken by

ARTICLE 17 - GRIEVANCE PROCEDURE

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

settled in

17.02 STEP ONE: Within two (2) working days following the first

occurrence

of the event
that gave
rise to it,
following
the first
knowledge
of such
event, the
Employer
shall
present his
grievance
through his
Union
Steward
his
Immediate

Supervisor
the
grievance
may be
presented
verbally or
in writing
Failing a
reply or
satisfactory
settlement
within two
(2) workin
days, the
Employee
may
proceed
STEP TWO
presenting
the
grievance
written form
stating the
Article or
Articles of
the
Collective
Agreement
which is
alleged as
being
violated or
misinterp
ed.

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

(22)

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 Employer supervisor or a designated Employer representative may be accompanied or assisted by two Employer representatives.

immediate

additional

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

as extended
by the parties
shall not
invalidate the
proceedings;
terminate

(23)

the authority of the Arbitrator.

18.03 It is understood and agreed in the application of this Article 17 that there is now power in the to a settlement to add to, subtract from or terms of this Agreement. The sole function of an shall be to interpret the meaning of the Articles Agreement and to render a decision which shall be the parties. The Arbitrator shall have no power subtract from or modify the terms of this

Article and
participants
modify the
Arbitrator
of this
binding on
to add to,
Agreement.
unjustly or

18.04 Where an Employee has been discharged or disciplined 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
a grievance
may, after
satisfactory
arrangements
made with
his
immediate
supervisor
be given time
off without
deduction
pay to
participate
the

presentati
of a
grievance
the extent
that this
presence i
required
during the
presentati

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
(24)

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

Represen
tive seek
access to
the site
shall first
report to
designate
person o
his
represent
ve before
carrying o
a visit and
may
provide a
Identifica
n Pass to
be
presente
at an
approved

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

19.04 Stewards shall be allowed a reasonable time to handle on

19.05 The job steward shall be the last employee covered under

19.06 The steward, where possible, will be responsible for grievance to the Employer and to the Union so dealt with without undue delay.

19.07 No discrimination shall be shown against any steward for

ARTICLE 20 - GENERAL PROVISIONS

(25)

20.01 Any employee may be granted a leave of absence without pay

gate.

shall be

site

grievances during work hours without loss of pay.

the terms of

this Agreement remain on the job, provide that he is qualified and capable of performing the work.

reporting any that it may be

carrying out

his duties. Stewards shall be included all overtime work if qualified to perform the work.

for proper

reasons upon written application to the Employer. Before such leave is granted, the matter will be

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 the 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 there are (3) or more heavy duty equipment mechanics employed. The working foreman mechanic shall receive Sixty Cer

(\$1.60) per hour above the heavy duty equipment mechanic rate.

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

equipment

21.03 On Industrial Sites where an Employer has Five (5) or more

operators

(excluding apprentice and front end drive 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 94. The said Foreman shall 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. 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 apprentice. 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 opportunity to work any overtime required by said piece 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 (\$0.01) per foot thereafter

(27)

21.09 Operators of tower cranes when operating from the mast or boom shall receive Eighty Cents (\$.80) per hour

(\$.80) per hour premium. This does include to 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.

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 heating units, after five (5) attendants there shall be a foreman. temporary

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

(28)

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 condition and monetary condition 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, roads,

building,
be cover
under the

(29)

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 CLAUSE

24.01 No operators will be required to operate equipment where safety

equipment c
required
manufacture
safety locks
are defecti

ARTICLE 25 - APPRENTICESHIP 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
experien
d within a
higher
wage
classifica
n, he sha
continue
his forme
classifica
n rate for
not more
than fiftet
(15)
working
days.

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

- Three (3) 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:
(30)

1st 1300 hours -55 % 2nd
1300 hours - 65% 3rd
1300 hours - 80%
4th 1000 hours - 95%

Upon successful completion of a recognized training course, a new

apprentice
will be
credited
entering t
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
Employe
and in
which sh
be recor
the
apprentic
hours
worked a
verified b
the
Employe
and the
Union.

ARTICLE 26 - CLASSIFICATIONS AND WAGES

Wages rates are contained in Apendix "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

(31)

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
(32)

Conveyor operators, Tandem Trucks,
Ready Mix Trucks, Winch Operators for Barge
and Tie-In Equipment.

Group 4

Oiler, Pump Operators, Conveyor Belt
Compressor Operators,
Mobile Crane Drivers, Heating Units,
Forced Air, Gas and Oil Burning and
Portable Generators, Trucks Single
Axle Trucks, (excluding 1½ ton and
one ton trucks), Safety Boat
Operators, Utility men, Rod and Chainmen.

Operators,

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.

(33)

SIGNED THIS _____ DAY OF _____, a.d., 2003.

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

	<u>On Signing</u>	<u>July 1, 2004</u>	<u>July 1, 2005</u>
Group "A"	\$ 22.19	CPI + 1 %	CPI + 1 %
Group "1"	\$ 21.61	To a	To a
Group "2"	\$ 20.95	Maximum of	Maximum of
Group "3"	\$ 20.24	4 %	4 %
Group "4"	\$ 19.48	On the Total package	On the Total package