

SOURCE	Comp		
EFF.	97	06	16
TERM.	99	06	30
No. OF EMPLOYEES	390		
NOMBRE D'EMPLOYÉS	df		

PROVINCIAL AGREEMENT COVERING: -

Commercial, Water & Sewer

BETWEEN

SAINT JOHN CONSTRUCTION ASSOCIATION, INC.

ON BEHALF OF ITS AUTHORIZED SIGNATORY CONTRACTORS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #946

1997 - 1999

AUP - 5 1992

10573(01)

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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 - DURATION

- 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 - COGNITION 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

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Agreement.

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

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repair such equipment.

3.05 Equipment under the care and control of the Employer and 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

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standing with the Union, the employee shall be replaced forthwith on written request of the Union, indicating the 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.

If asphalt and concrete are not available in the immediate area from a unionized contractor, then the Employer may sub-contract elsewhere.

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.

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- 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 of 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 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

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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

6.01 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

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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 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.
- 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.

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 fifty (50) **hours** per week, Monday to Friday, inclusive. The regular work **day** shall be **Prom** 7:00 a.m. to 5:30 p.m. with one-half (1\2) hour out for lunch from 12:00 noon to 12:30 p.m.. All work done in **excess** of these hours shall be voluntary and paid at the rate of time and one half (X1 1/2) 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 Time and one half (X1 1/2) rates shall apply to employees who **work** through their meal break and shall remain on overtime **rate** until such time as he or she has been given a break. Double time rates shall apply on Sundays and holidays.
- 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,

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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 than five (5) consecutive working days overtime rates of 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 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.

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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.

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 7:00 a.m. Monday inclusive shall be time and one half (x1 1/2).

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 overtime (x1 1/2) 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.

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9.14 When the Employer **asks** or requires the employee to forego a coffee break, the employee will be paid 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 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 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 (\$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 Cents (\$.30) per hour** worked on Commercial/ Water & Sewer 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 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 ~~RIKES AND LOCKOUTS~~

16.01 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

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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 unduly 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.

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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 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 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.

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

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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 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 CLAUSE

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

ARTICLE 25 - 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 (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:

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

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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 - CLASSIFICATIONS 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, 'York Boat Captains.

Group 1

Operators of Power Cranes (all attachments), Overhead Cranes,

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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,

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Haul Pacs, Rockwagons, Forklifts, Self propelled Compaction Units, Skidders, Mechanics Helper, Servicemen and Concrete Conveyor operators, Tandem Trucks, 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.

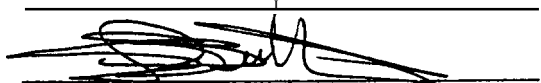
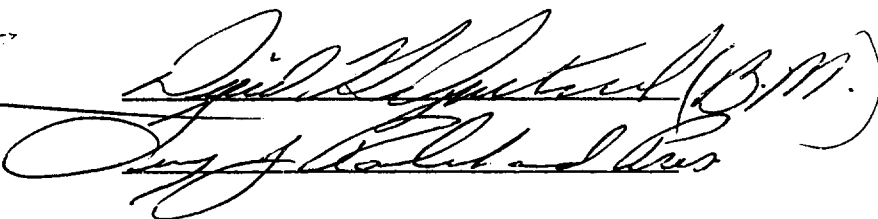
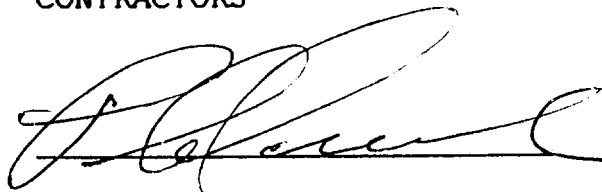
If an Employer is tendering on a project on which he suspects Non-Union competitors are tendering at lower wage rates and benefits, then a pre-tender meeting will be held with the union to arrange special conditions, so that the competitive position of the Employer can be maintained.

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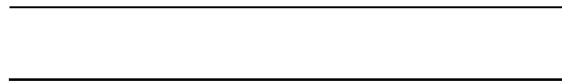
SIGNED THIS 16TH DAY OF JUNE, a.d., 1997.

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

"A"

Wages - Basic Hourly Rates for Commercial/ water & Sewer Work

Effective On Signing to June 30, 1999

Group "A"	\$ 17.60
Group "1"	\$ 17.08
Group "2"	\$ 16.50
Group "3"	\$ 15.89
Group "4"	\$ 15.22

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	\$17.60	2.46	1.22	2.00	.30	\$ 23.58
July 1/97	\$17.60	2.46	1.22	2.25	.30	\$ 23.83
July 1/98	\$17.60	2.46	1.22	2.50	.30	\$ 24.08
<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	\$17.08	2.39	1.22	2.00	.30	\$ 22.99
July 1/97	\$17.08	2.39	1.22	2.25	.30	\$ 23.24
July 1/98	\$17.08	2.39	1.22	2.50	.30	\$ 23.49
<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	\$16.50	2.31	1.22	2.00	.30	\$ 22.33
July 1/97	\$16.50	2.31	1.22	2.25	.30	\$ 22.58
July 1/98	\$16.50	2.31	1.22	2.50	.30	\$ 22.83
<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	\$15.89	2.23	1.22	2.00	.30	\$ 21.64

July 1/97	\$15.89	2.23	1.22	2.25	.30	\$ 21.89
July 1/98	\$15.89	2.23	1.22	2.50	.30	\$ 22.14
Group "4"	BHR	VP	H&W	Pens	Train	Total
		(14 %)				
On signing	\$15.22	2.13	1.22	2.00	.30	\$ 20.87
July 1/97	\$15.22	2.13	1.22	2.25	.30	\$ 21.12
July 1/98	\$15.22	2.13	1.22	2.50	.30	\$ 21.37

B