

LABOURERS COMMERCIAL COLLECTIVE AGREEMENT

PROVINCE OF NEW BRUNSWICK

2013-2015

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

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- AND -

**THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL UNION 900;**

(hereinafter referred to as the "Union")

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Expiration Date: June 30, 2015

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment.
- 1.02 Upon the agreement of the parties, meetings to discuss alterations to the terms and conditions contained herein may be convened. Upon the agreement of the parties any term or condition may be added, deleted or amended. Should the parties be unable to agree upon a change to the terms and conditions contained within this Collective Agreement, then the parties shall continue to be bound by the terms of this Collective Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Association recognizes the Union as the bargaining agent for the bargaining unit consisting of all labourers as classified in the Appendices so attached.
- 2.02 The Union recognizes the Association as the sole collective bargaining agent with respect to the trade for its members and other Contractor Employers.
- 2.03 The Union will file any letter of agreement/recognition with the Minister of Labour in accordance with the Trade Union Act, and copy of same to the Moncton Northeast Construction Association Inc.
- 2.04 The following construction sites will be designated as commercial sites:
 - a) Apartment Houses
 - b) Churches
 - c) Commercial Buildings
 - d) Condominium
 - e) Hospitals
 - f) Institutional Buildings
 - g) Schools
 - h) Shopping centres and/or Buildings that would normally be occupied for domestic, commercial, and institutional purposes.
 - i) Stores
- 2.05 For the purpose of this Agreement, the term "employee" shall mean all hourly rated employees employed by the Employer but does not include office and clerical workers; time checkers; guards; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors; or classifications above the rank of foreman as provided for in Craft Appendices; persons transporting materials (including concrete and gravel), equipment or supplies from a point of origin outside the site to a destination inside the site or from a point of origin inside the site to a destination outside the site.
- 2.06 The Union agrees that priority in supply of qualified work persons will be given to Employers who are bound by and to the terms and conditions as set out in this Agreement.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

- 3.01 The Union and employees agree that there will be no strike or other collective action which will interfere with or stop the efficient operation of construction work of the Employer or any of them for the duration of this Agreement.
- 3.02 Participation by any employee, or group of employees, in an act violating the above provisions may be cause for disciplinary action, as well as any and all legal remedies available to the Employer.

- 3.03 The Association agrees that there will not be any lock-out of the employees during the term of this Agreement.

ARTICLE 4 - NO DISCRIMINATION OR INTIMIDATION

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

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer shall employ labourers who are members of the Union.
- 5.02 When employees are required, the employer shall request the union to furnish competent and qualified workers and the union shall supply, when available, competent and qualified workers as requested.

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

Foreman - Employer Name Hire from Local 900 membership

1st Labourer - Employer Name Hire from Local 900 membership

2nd Labourer – Union Supplied from local geographic area
and thereafter to alternate - Union/Employer.

Notwithstanding the above, the employer shall be permitted to recall employees that worked for the employer within the last 12 months as long as the employee is in good standing with the Union.

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

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

- 5.03 The Employer agrees that employees, as a condition of continued employment, are to become and remain a member of the Union within seven (7) days after the date of hiring. Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated upon written notification of the Union.
- 5.04 Should the employee be newly joining the Union, the Union at their discretion will apply and collect an initiation fee from said new member.

- 5.05 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of Article 5, or in reliance on any list, notice or assignment furnished under any of such provisions.
- 5.06 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in the Union.
- 5.07 a) The Employer agrees to deduct from each Employees an a weekly basis an amount equat to 2.5% of the Employees Gross weekly wages which shall constitute the working dues and also deduct the Montly dues set by the Local Union and/or initiation fee of the Union and send the monies to the Union no later then the 15th, of the following month together with a list of names and amount paid by each Employee.
- b) Should any increases in the above be authorized in accordance with the applicable provisions of the Union, the Employer shall implement the increases upon receipt of notification from the Union.
- c) The Employer shall deduct Five cents (\$0.05) per hour worked on a straight time basis from each Employee's weekly pay and remit to LIUNA Local 900, 7 Campbell St., Moncton, NB E1C 1J1. The local Union shall remit that 5 cents to the NB Building Trade.
- 5.08 The Union agrees that each employee will be responsible to maintain a record, verified by the relevant Employer(s), of hours worked and work experience in accordance with the requirements of the Appendices attached to this Agreement.

ARTICLE 6 – STEWARDS

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

ARTICLE 7 - ACCESS TO THE JOB SITE

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

ARTICLE 8 - MANAGEMENT RIGHTS

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

ARTICLE 9 - DISCIPLINE

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

ARTICLE 10 - NORMAL HOURS OF WORK

- 10.01 The normal work day is defined as the twenty-four (24) hour period beginning at 2400 hours.
- 10.02 The normal hours of work shall consist of ten (10) hours per normal work day, Monday through Friday, between 0600 hours and 1800 hours.
- 10.03 The lunch period shall be from 1200 hours to 1230 hours.
- 10.04 Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto.

- 10.05 The Employer shall allow a rest period (paid) of ten (10) minutes once in the mid-way point of the morning and once in the mid-way point of the afternoon. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour and shall be at a time determined by the Employer. Upon agreement, the afternoon break can be added to the a.m. break to make a twenty (20) minute morning break and in that event no break shall be taken in the afternoon. If employees are requested to work overtime which is expected to exceed one (1) hour, they shall be entitled to a ten (10) minute paid break at the end of their regular shift.
- 10.06 If the Employee works beyond two (2) hours overtime, he shall receive a hot meal one (1) hour beyond his regular shift or he will receive fifteen dollars (\$15.00) in lieu of the meal. Sufficient time not to exceed thirty (30) minutes shall be granted to employees to consume the said meal with no loss of pay.

ARTICLE 11 - SHIFT WORK

- 11.01 Shift work may be performed at the option of the Employer.
- 11.02 In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least five (5) consecutive week days, excluding Saturday, Sunday and holidays. The above shall not apply to concrete pours that are scheduled for more than twelve (12) hours.
- 11.03 When it is necessary to work three (3) shifts of work within a twenty-four (24) hour period the straight time rate of pay (Appendices) shall apply. If two (2) twelve (12) hour shifts are required the first ten (10) hours of each shift are to be paid at the regular rate of pay and the balance of hours worked on said shifts will be paid as per Article 15 (premium rate).
- 11.04 In the event work is carried into a weekend (Saturday and/or Sunday) or a holiday (Article 17) the premium rate is to apply as set out in Article 15.
- 11.05 The Employer shall allow a rest period (paid) of ten (10) minutes, once at the mid-way point of the first half of the regular scheduled shift and once at the mid-way point of the second half of the regular scheduled shift at a time determined by the Employer. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour. This provision applies to all shift work. If employees are requested to work overtime which is expected to exceed one (1) hour, they shall be entitled to a ten (10) minute paid break at the end of their regular shift.

ARTICLE 12 - REPORTING TIME

- 12.01 Any labourer after being hired and/or reporting for work at the regular starting time and for whom no work is provided or due to climatic conditions, shall receive pay for two (2) hours at the applicable rate of wages, unless he has been notified not to report. The foregoing provisions shall apply to Saturday, Sunday, holidays and shift work at the applicable rate of pay. Employees who commence work shall receive the greater of reporting time or actual time worked.
- 12.02 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned. Thereby, when conditions arise which are beyond the control of the Employer or when an employee leaves work of his own accord or when an individual reports for work without proper tools of his trade. In order to qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 12.03 The Employer shall determine when weather conditions on the job are such when work shall proceed.

ARTICLE 13 - CALL BACK TIME

- 13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable premium rate as set forth in Article 15, but shall not be paid for less than two (2) hours.
- 13.02 When employees are called out to work by the Employer on Saturday, Sunday and holidays, Article 15 shall apply.
- 13.03 Travel time will apply if applicable, according to Article 18.

ARTICLE 14 - MAKE-UP TIME

- 14.01 Employees, due to adverse weather conditions only, who lose time during normal scheduled hours of work (Monday through Friday), shall have the option to work Saturday to the regular hourly straight time rate of pay to a total of fifty (50) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a fifty (50) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a fifty (50) hour week shall be paid at the overtime rate of pay (Article 15). The Employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

ARTICLE 15 - OVERTIME

- 15.01 All hours worked in excess of the normal working hours Monday through Friday, or all hours worked on Saturday, Sunday or holidays declared or statutory and set forth in this Collective Agreement, shall be paid for at the premium rate.
- 15.02 Premium rate is defined as work after regular working hours and shall be paid at the rate of one and one-half times (1½x) the straight time rate of pay.

ARTICLE 16 - VACATION & HOLIDAY ALLOWANCE & LEAVE OF ABSENCE

- 16.01 The Employer agrees to pay ten percent (10%) vacation and holiday allowance to each employee in lieu of paid vacation and holidays. Payment of such allowance shall be made weekly.
- 16.02 The Employer and employees shall mutually agree on the time that the employee shall take the annual vacation. Provided that the employee has worked with the same Employer for a minimum of nine (9) months in one (1) year.
- 16.01 An Employee may be granted a leave of absence without pay for proper reasons upon written application to the Employer. An Employee not reporting for work must notify the Employer concerned before the beginning of his shift or must give a reason satisfactory to the Employer for failing to report.
- 16.02 In the event of the death of his wife, child, mother or father, an Employee shall be granted a leave of absence without pay for four (4) days. In the event of the a death of the brother or sister of an employee, a leave of absence without pay of three (3) days will be granted to attend the funerals.

ARTICLE 17 - DESIGNATED HOLIDAYS

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

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

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

ARTICLE 18 - TRAVEL

18.01 Travel during working hours ... when an employee is instructed to move from the Employer's office to job, job to job within the working day, transportation shall be provided or paid for by the Employer or when an employee uses his own vehicle at the Employer's request, he shall be paid mileage allowance at the rate of \$0.45 kilometre. Travelling time shall be paid for such travel within the working day.

18.02 If the local Union is unable to supply union members from the local geographic area as per Article 5 but is able to refer a union member from outside the geographic area, and the Employer agrees to hire (or accept) the referral, such Employee so hired shall receive room and board provided by the Employer, or an allowance of \$85.00/day in lieu of, If the Employer name hire an Employee from the union outside the local geographic area, the provision of room and board, or payment of allowance, shall be at the discrction of the Employer.

Bing.com/Maps site is the program used to establish the distance from the Labourer's residence to the job site (from postal code of Residence to Postal code of Job Site). In the course of this collective agreement, if both parties agree, a similar program may be used.

18.03 The Employer also agrees to pay mileage to and from the job site after every thirty (30) days of continuous employment.

ARTICLE 19 - TERMINATION OF EMPLOYMENT OR LAYOFF

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

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

his authorized representative on the job. Such employee and the Union shall be advised promptly by the Employer of the cause for dismissal.

ARTICLE 20 - WAGES

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

ARTICLE 21 - PAY PERIODS

21.01 Employees shall be paid by cheque during the regular working hours of Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. If paid cash, pay will be distributed no later than Friday noon time.

21.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque.

21.03 Should the cheque not be distributed as set out herein, the employee and/or the Union shall immediately notify the Employer.

21.04 When cheques are not distributed on Thursday, in accordance with this Article, and the employee is not paid until after Monday, of the following week, the employee shall receive one (1) days pay at the regular hourly rate of each working day, until the day the cheque is paid, commencing Tuesday through Friday.

21.05 Should an Employer elect to use direct bank deposit as a method for payment of wages, the Employer will be in compliance with this Article 21 if the pay is deposited in the employee's account on the regular pay day. A statement of hours worked, earnings and deductions shall be distributed to each employee.

ARTICLE 22 - HEALTH AND WELFARE

22.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the Employer.

22.02 Employees shall not be required to work with unsafe equipment and conditions. Any unsafe equipment and conditions shall be reported immediately to the Employer's representative.

22.03 Except where it is the responsibility of the prime contractor, toilet facilities shall be made available where practical.

22.04 Fresh drinking water and paper cups will be provided by the Employer.

22.05 Fresh drinking water, tools sheds and lunch rooms shall normally be maintained by the employees using same, except where other general arrangements have been made.

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

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

- 22.08 Climatic protective clothing (rainsuit) is to be supplied to the employees by the Employer. Safety items and climatic protective clothing issued to the employee and signed for on the appropriate form, must be returned to the Employer on termination. The replacement costs of safety items and climatic protective clothing will be born by the employee if not returned. Deductions for same will be made off his last pay due.

ARTICLE 23 – TRAINING (AND APPRENTICESHIP)

- 23.01 Employers are concerned about employee safety as a way of working on and off the job. We recognize that improvements may only be accomplished if every employee is determined to practice safety at all times.
- 23.02 Safety is a result of continuous personal education for everyone and the Employers intend to carry out its work in the safest manner possible, backed by good work practices and common sense.
- 23.03 An accident is an unplanned and unintended event which disrupts the progress of a work place. All accidents, using this definition, result in loss, due to a job disruption, a delay and possibly time loss due to personal injury, equipment damage or material damage.
- 23.04 Our goal is to eliminate accidents and implement safe, healthy policies and procedures.
- 23.05 As a result of said policies all labourers working in the construction industry shall have a Certificate in his possession for the following:
- a) One (1) day course on the "Introduction to Occupational Health and Safety", for the construction worker.
 - b) Standard First Aid, CPR and WHMIS Generic
 - c) Confined Space, Level I
 - d) Fall Arrest
 - e) Hazard Control (Flagging)

Foreman/General Foreman shall have:

- f) Hazard ID and Control
- g) Leadership for Supervisors/Safety Excellence

The above Training will be funded through the Union.

If during the term of this Agreement, the provincial department having jurisdiction over such matters designates 'labourer' or 'labouring' as a trade under the Apprenticeship and Occupational Certification Act, the parties to this Agreement agree to provide language in the Agreement to reflect this designation.

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

- 23.06 Note : It is understood that any language which reflects the male gender also includes the female gender
- a) The Union and the Employer agree to co-operate in and facilitate the development of training programs designed to improve basic skills, to increase safety knowledge and to improve industrial relations.

- b) When a Union member takes a recognized forman's course, an effort will be made to recognize the Employee in the selection of General Forman/Forman, provided other qualifications are present and openings for these classifications are available. This clause does not place an obligation on the Employer or give right to the Employee selected as General Forman/Forman, however, in general, Employers shall endeavor to select General Forman/Forman based upon work experience, skill, and members who have completed a recognized Forman course, Hazard ID and Control, Leadership for Supervisors/Safety Excellence course.
- c) All other apprentices engaged by the Employers shall work only with the tools of their trade they are learning, and shall not infringe on the Labourer's jurisdiction.
- b) The Apprenticeship Program will be jointly trusteeed with equal representation from Labour and Management. All apprentices will be screened by the Committee and placed in the appropriate classification of the Apprenticeship program of the Labourers' Unio. To avoid displacement of Journeyperson Labourers due to the affects of this Program, no present Journeyperson Labourer employed by a signatory Employer will be affected by the implementation of the Apprenticeship Program for the duration of his employment.
- c) On Industrial work, the Employer may hire one (1) apprentice Labourer for every three (3) journeyman (1 for 3), the fourth worker hired may be an apprentice; on Commercial work, the Employer may hire one apprentice Labourer for every two (2) journeyman (1 for 2), the third worker hired may be an apprentice. Hiring shall be done through the Local Union. Layoffs shall be in the reverse order, maintaining the appropriate ratio.
- d) It is further agreed that all newly registered apprentices shall be indentured to the Local Labourers' Advisory Committee and be subject to all provisions as set forth in the agreement.
- e) All Apprentices shall be employed in accordance with the provisions of the rules established by the Labourers' Advisory Committee, consisting of equal representation from both labour and management.
- f) Training and training courses are understood to be of great importance to the advancement of each Labourer, therefore, it shall be the responsibility of the Advisory Committee to assist each individual in his/her advancement in the various categories of tradesperson in way of recommendation of courses required and to ensure fair and proper hiring practices.
- g) The term of apprenticeship shall be three thousands (3000) hours of diversified work and training. Apprentices may receive credits toward the term of their apprenticeship for prior construction work experiences or time served in a registered Construction Craft Worker Apprenticeship Program in another area. The latter, if shown to have been of satisfactory performance, is fully transferable. When credits are granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee, for individual apprentices demonstrating exceptional skill and technical knowledge in any major component of the work process.
- h) All apprentice hiring shall be done through the Local Union's office. Apprentices shall be paid a progressively increasing schedule of wages consistent with skills and knowledge required. The rate for each period for the apprenticeship is expressed as a percentage of the skilled Construction Craft Worker journeyman rate specified in the collective bargaining agreement. The approximate time interval for each period is as follows: it may be a justed for individual apprentices making accelerated progress, or extended as may be required for slower progression. Such adjusted periods may be made only by the Joint Apprenticeship Training Committee.

See Appended wages sheet.

ARTICLE 24 - JURISDICTIONAL DISPUTES

- 24.01 It is agreed by both parties that there shall be no stoppage of work on account of any jurisdictional dispute which may arise between or among two (2) or more Unions or groups of Employees. It is agreed that the Employees will continue to work pending the settlement of such disputes, on the following terms:
- a) The Employees who have been performing the work under dispute allocated by the Employer will continue to do so until satisfactory settlement to all parties to the dispute is reached, or
 - b) If none of the parties to the dispute have been performing the work in question on the particular job involved, then the Association may authorize the Employer to make an assignment of work. An assignment shall be made with regard to local area practice of unequivocally established.
 - c) If and when the various groups of Employees have reached agreement on the dispute, then the Employer will accept the decision of the Employee's group. If the Union is aggrieved by an assignment made under this Article recourse may be had to the jurisdictional provisions of the Industrial Relations Act, Article 83, Sections 1, 2, 3, and 4 and Article 84, Sections 1 and 2.
 - d) Both parties agree that jurisdictional disputes within their respective organization arising from this Agreement or on any job to which this Agreement applies shall not interfere in any way with orderly expeditions and economic progress of the work. There shall be no stoppages of any kind, slow downs, or any other handicaps that may be encountered as a result of a jurisdictional dispute.

ARTICLE 25 - GRIEVANCE

- 25.01 Where a difference arises between the parties relating to the interpretation, application of administration of the Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated either by the Employer, the Employer's Representative and/or Construction Association, the Union or by an Employee, it shall be settled in accordance with this Article. Any grievance not filed within seven (7) working days of first knowledge of such event will be deemed not to have occurred.
- 25.02 The grievor shall first present his grievance verbally to the Foreman under whose direction he is, or, in the case of a dismissal under whom he was working. The Employee may be accompanied by his Union Steward. The Foreman shall give his answer not later than 12:00 noon following the working day on which the grievance is presented to him. If the decision of the Foreman is unacceptable, the grievance shall be submitted in writing, not later than two (2) working days following the day of the Foreman's answer, to the Superintendent of the Employer concerned, or the Employer's Representative who shall render his decision not later than 12:00 noon of the working day following the day on which the grievance is presented to him.
- 25.03 The Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer concerned or Employer's Representative who shall render his decision not later than two (2) working days following presentation of the grievance to him (this is subject to 24.01).
- 25.04 The Employer or his representative shall be entitled to submit a grievance in writing directly to the Union Representative or to any other Union Official who shall render his decision not later than two (2) working days following presentation of the grievance to him (this is subject to 24.01).
- 25.05 Where a policy grievance arises, subsections 25.01, 25.02, and 25.03 shall not be required and the parties can proceed directly to arbitration. Before introducing policy grievances to arbitration, all efforts shall be made to settle the grievances.

- 25.06 After exhausting the procedures set out in the foregoing paragraphs, either of the parties involved shall notify the other party in writing of its desire to submit the differences or allegations to arbitration, and the notice shall contain the name of the party's appointee to the Arbitration Board.

ARTICLE 26 - ARBITRATION PROCEDURE

- 26.01 Either one of the parties may, after exhausting the Grievance procedure established by this Agreement, notify in writing the other party of its desire to submit the differences or allegations to arbitration, and the notice shall contain the name of the party's appointee to an Arbitration Board. The recipient of the notice shall, within two (2) regular working days, advise the other party of the name of its appointee to the Arbitration Board.
- 26.02 The two (2) appointees selected shall, within three (3) regular working days of the appointment of the second of them, appoint a third person who shall be Chairman. If the recipient of the notice fails to appoint a Chairman, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour of New Brunswick upon the request of either party.
- 26.03 The Arbitration board shall hear and determine the difference of the allegation and shall issue a decision and the decision shall be final and binding upon both parties.
- 26.04 The decision of a majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairman shall govern.
- 26.05 All costs pertaining to the Chairman shall be borne equally by both parties. All costs pertaining to each party's appointee to the Arbitration Board shall be borne by the party making the appointment, or on whose behalf the appointment was made.
- 26.06 Upon mutual agreement, the grievance may be referred to a single arbitrator.
- 26.07 Any and all time limits fixed by Article 25 and 26 may be modified by mutual agreement between the Employer and the Union.
- 26.08 If advantage of the provisions of the Grievance or Arbitration procedures is not taken by each party within the time limit specified herein, the matter in dispute shall be deemed to have been abandoned unless the parties otherwise mutually agree.
- 26.09 The Employer must notify the union if there is any preliminary objections within ten (10) days after arbitration procedures have commenced.

ARTICLE 27 - HEALTH PLAN

- 27.01 The Employer agrees to contribute to the Health Plan on a per hour worked for each employee. **Refer to rate sheet for contribution amounts.** Cheque Payable to the LIUNA Atlantic Joint Contribution Fund.

The contribution shall be sent to:

Belmont Health & Wealth
580 Main St, Suite 110
Hilyard Place
Saint John, NB E2K 1J5

The contribution will be sent once a month and it shall be in their Saint John office no later than on the 15th of the following month. Such contributions shall be entered on the Employer's Contribution Report form supplied by the Labourers' Pension Fund and shall include the members name, social insurance number and hours worked.

- 27.02 The Health Plan shall be professionally administered and managed.
- 27.03 It is also agreed that twelve cent (\$0.12) per hour of the monies so contributed by the Employer shall be returned by the Administrator Trust to the Moncton Northeast Construction Association to the Attention of the Labour Relations Committee, 297 Collishaw Street, Moncton, NB E1C 9R2.
- 27.04 If directed by the Union, the Trustees shall remit (net of reasonable administrative costs if considered appropriate by the trustees) all contributions made for a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of the collective agreement to the Trustees or the Administrator of a health plan established by the Affiliated Local of which he or she is a member.

ARTICLE 28 - PENSION PLAN

- 28.01 The Employer agrees to contribute on an per hour worked basis to the Pension Plan. **Refer to rate sheets for contribution amounts.** Those contributions shall be sent to the Labourers Pension Fund of Central and Eastern Canada once a month and it shall be in their Toronto, Ontario office no later than the 15th day of the following month. Such contributions shall be entered on the Employer's Contribution Report form and sent to:

Labourers Pension Fund of Central and Eastern Canada
P. O. Box 9002, Station Main
Oakville, ON L6J 0B9

- 28.02 Effective now, the Employer shall contribute for each overtime hours worked \$4.90 to the Labourers Pension Fund of Central and Eastern Canada till the end of this agreement.

ARTICLE 29 - PRODUCTIVITY CLAUSE

- 29.01 It is agreed that one of the fundamental strengths of the unionized sector in the construction industry is the high level of productivity, competency and qualifications of the unionized tradesmen. In order to maintain and promote this productivity of the construction site, the following provisions shall apply:
- a) After hiring an employee from the Hall, an Employer, without prejudice, shall be entitled to terminate the employee's employment and refer him back to the Union, if after a reasonable period on site (normally two (2) to five (5) working days, the Employer has determined that the employee's productivity is unsatisfactory. Where an employee is so referred back to the Union, the employee, and the Union and the Employer shall be given written notification of the reason for the termination of employment.
 - b) If an employee is referred back to the union for unsatisfactory productivity by three (3) separate Employers, then the Union will ensure that the employee is given the earliest opportunity to participate in appropriate retraining or upgrading.
- 29.02 In assessing whether an employee's productivity is satisfactory, the Employer acknowledges that work procedures may vary from company to company and from job site to job site, and that an employee must be given a fair opportunity to adjust to the prevailing work procedures before any final determination can be made.
- 29.03 The purpose of this clause is to reinforce the concept of a productive, competent and qualified work force in Labouring within the Construction Industry. This article shall not be interpreted and applied so as to allow piecework in the Construction Industry.

- 29.04 A member shall not be referred to an Employer if the member was previously discharged for failure to comply with or for having a non-negative drug/alcohol test result without having first completed drug and alcohol rehabilitation/counseling.

ARTICLE 30 - WORK AFTER HOURS (MOONLIGHTING)

- 30.01 The Parties agree that their mutual interests are adversely affected when persons who are currently employed under this Agreement engage in any work similar to, or connected with, the activities of the Employer after the regular working hours provided in this Agreement.
- 30.02 Employees who undertake any such extra work for personal gain, other than on behalf of their Employer, shall be subject to the following disciplinary procedures:
- 1) First Occasion - The employee shall be subject to a one (1) week suspension by the Employer and the Union will take appropriate action as per their by-laws and constitution.
 - 2) Second Occasion - Within a one (1) year period of the last offence, the employee shall be subject to immediate dismissal by the Employer, and the Union will take appropriate action as per their by-laws and constitution.
- 30.03 The Union will notify the Employer, in writing, of the charge and the disciplinary action taken.
- 30.04 The employee will be held liable for any and all claims, demands suits or other forms of liability that may arise out of or by reason of his violation of this Article.
- 30.05 Employers who are signatory to this Agreement and who by paying cash to Local 900 members without the appropriate deductions will be held in contempt of this Agreement.

ARTICLE 31 - SUB-CONTRACTS

- 31.01 The Employer agrees:

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

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

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

ARTICLE 32 - ENABLING

- 32.01 It is recognized that from time to time certain terms and conditions of employment for Local 900 employees may require alteration from those contained in this Collective Agreement in order to enable the employees and Employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.
- 32.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Enabling Committee (E.C.).

- 32.03 Where this committee can not achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 32.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. The mandate of the Enabling Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Article.
- 32.05 All Contractor members of the Labourers Trade Classification shall be informed on any modifications to wage rates four (4) hours prior to closing.

ARTICLE 33 - TERM OF AGREEMENT

- 33.01 This Agreement shall remain in effect until and including June 30, 2015. All other Articles of this Agreement and Appendices thereto shall remain in force until the termination date of this Agreement, June 30, 2015. The Agreement will continue for successive periods of one (1) year unless either party shall on or about the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either party, this Agreement shall remain in effect from year to year.
- 33.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of New Brunswick.

APPENDIX "A"

INTERPRETATION

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

BUSINESS AGENT means: the official duly appointed by Local Union 900 whose duties are to represent the Union in matters relating to this Agreement.

EMPLOYEE means: a person working as a Labourer.

ASSOCIATION means: the Moncton Northeast Construction Association Inc. who represents a group of employers in the construction industry.

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

JOB means: a construction project where Labourers are required.

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

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

UNION means: Local Union 900, the Labourers' International Union of North America.

Labourer

- a) The Employer where necessary will supply free of charge a safety hat, CSA approved. Said hat will be maintained in good working order by the employee and on termination of employment be returned to the Employer.
- b) All Labourers shall supply the following C.S.A. (or equal) equipment and shall maintain same in good safe working order: safety boots, eight (8) meter measuring tape, (one) hammer, and (one) 12" adjustable wrench.
- c) Each Labourer shall carry a records book to show his/her work experience and labourer classification. He/she shall not be allowed to work in the industry until first contacting The Labourers' International Union of North America, Local Union 900; have a records book in his/her possession.
- d) A review committee shall be representative of industry and shall consist of four (4) individuals consisting of two (2) representatives from the Moncton Northeast Construction Association Inc. and two (2) representatives from The Labourers' International Union of North America, Local Union 900.

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

LABOUR CLASSIFICATIONS:

- a) Group 1 Trainee
- b) Group 2 Skilled Labour - Power saw operator, bush cutter, fuel or propane gas heater attendant, store and tool room attendant, warehouseman. Truck driver ... bus, dump concrete, service delivery, fuel, water truck, snow plow, equipment float. Rigger, lumber and other materials including dumpster. Air, gas and electric chipping hammer, compressor operator, pump operator, sand and water blasting, landscaping, small tool repair. Carpenter helpers, demolition, asbestos removal and encapsulation and removal of toxic waste material, clean up, drinking water, snow removal.
- Concrete Labour/Specialty Labour - Pouring, vibrating, screeding, finishing, buffing, chipping, bush hammering, finish grout, patching, form cleaning and oiling, rigging of related material, rigging of pre-cast, core drilling, cutting concrete, green cutting. Mason tender, concrete and mortar mixer, welders, rock drill, diamond drill, air track driller and powderman, Forklift operator. Rodman/Steelsetter

SIGNATORIES

For the:

**Moncton Northeast
Construction Association Inc.**

Witness

For the:

**Labourers' International Union
of North America, Local Union 900**

Witness

Dated this _____ day of _____, 2013

Letter of Understanding

February 14, 2000

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

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

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

Also, seeing that this is a first time for the New Brunswick Construction Industry to put Rebar Labourers/Labourers through training courses, there will be a four (4) calendar year grace period to enable all the Labourers currently in the Union to qualify and be categorized by the Review Committee.

**MONCTON NORTHEAST
CONSTRUCTION ASSOCIATION INC.**

**LABOURERS' INTERNATIONAL
UNION OF NORTH AMERICA
LOCAL UNION 900**