



Moncton Northeast Construction Association
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LABOUR RELATIONS BULLETIN
July 10, 2014

The Moncton Northeast Construction Association and Local 1386 of the United Brotherhood of Carpenters and Joiners have recently concluded a renewal for the **Industrial Collective Agreement** covering the counties of Westmorland, Albert, Kent, Northumberland, Gloucester and Restigouche.

The provisions of the Agreements come into effect July 7, 2014.

The substantive changes to the Agreement are described as follows.

Article 4 Hiring

4.1 The Employer will have the right to select his first two Employees including a Foreman from the membership of the Union. The Local Union will supply the next two Employees; thereafter the procedure shall be one (1) selected by the Union and one (1) selected by the Union.

Article 5 Hours of Work

5.1 **DAY SHIFT:** A regular working week shall consist of forty (40) hours of work to be performed during regular shift periods, and a regular shift period consisting of not more than eight (8) hours of work to be performed on Monday to Friday inclusive, of each week (exclusive of the vacation period and holidays) between the hours of 8 a.m. and 4:30 p.m. with a one-half hour for lunch, unpaid, which is to be taken between the hours of 12:00 noon and 12:30 p.m. When it is necessary that one (1) hour be taken for lunch, then the workday shall end at 5 p.m.

5.2 **AFTERNOON SHIFT:** A regular work week shall consist of thirty-five (35) hours of work to be performed during regular shift periods and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday, inclusive, of each week (exclusive of the vacation period and holidays) between the hours of 4:30 p.m. and 12:00 midnight, with one-half hour for lunch, unpaid, which is to be taken between the hours of 8 p.m. and 8:30 p.m.

5.3 **NIGHT SHIFT:** A regular work week shall consist of thirty-five (35) hours of work to be performed during the regular shift periods and a regular shift period consisting of not more than seven (7) hours of work to be performed on Monday to Friday, inclusive, of each week (exclusive of the vacation period and holidays), between the hours of 12 a.m. and 7:30 a.m., with one-half hour for lunch, unpaid, which is to be taken between the hours of 3:30 a.m. and 4 a.m.

5.09 Any employee that is required to work a different shift shall be given twenty-four (24) hours' notice by the Employer. If the Employer fails to give twenty-four (24) hours' notice the employee shall be paid at a rate of double time for his next scheduled shift.

5.10 There shall be an eight (8) hour rest period between shifts worked. If the Employee does not receive eight (8) hours of rest between his/her regular scheduled shifts, he/she shall be paid at a rate of double time for all hours worked on the day he/she returns to work without the eight (8) hour rest period. Notwithstanding the above, an employee with less than a 8-hour rest period shall notify his employer of same.

Article 6 Overtime

6.3 Meal allowance goes to \$25

Article 7 After Starting Time

7.2 An Employee who completes his regular workday, and is called back after leaving work, shall receive no less than two (2) hours pay at applicable rate.

7.3 Articles 7.1 and 7.2 shall apply on Saturdays, Sundays and Holidays at applicable rates.

Article 8 Vacation & Statutory Holidays

8.02 Vacation Pay shall be paid in accordance with the New Brunswick Vacation Pay Act, payable at 11% during the life of the Agreement.

Article 9 Apprenticeship Training

9.3 Housekeeping to remove reference to Joint Apprenticeship Training Committee designate

Article 11 Job Conditions

11.8 The Employer will provide adequate PPE – safety goggles, safety vest, gloves and safety helmets for the use of each employee. PPE will be replaced as required provided that previous supplied items are returned as verification of condition. The Employer will also provide raincoats and rubber boots whenever necessary. The Employer shall also be responsible for any additional PPE that may be a specific requirement to be employed on a work site. Such equipment shall be under the care of the Employee and be returned upon termination of employment or at the Employer's request.

Article 12 Union Representatives – Job Steward – Discrimination

12.2 When there are three (3) or more Employees of the Employer on a job site, the Business Agent of the Union may appoint a Job Steward from among the qualified Journeymen Employees of the Employer. The Job Steward may be verbally appointed but immediately thereafter written notice of appointment shall be given to the Employer and where possible the "Association". Recognition of the Job Steward shall be effective from receipt of notification of appointment and shall be effective until written notice is received or revocation.

A second Steward may be appointed when there are more than fifty (50) union members on site for the Employer

12.4 The role of the Shop Steward will be mutually beneficial to both the Union and the Employer and involves ensuring the provisions of this Agreement are followed by both parties, acting as a liaison between the employer and the employee in the absence of a Union Business Representative. No person shall be eligible for appointment as a Shop Steward unless they have attained the rank of Journeyman and possess the appropriate Shop Steward Training course. In recognition of their important role, the Shop Steward will not be discriminated against in performance of their lawful union responsibilities and shall be permitted to perform duties during working hours, but the Union acknowledges that Stewards also have regular duties to perform and are accountable for the same quantity and quality of work as any other employee. They may have leave of their regular duties without suffering loss of pay only with the permission of their immediate supervisor and with the understanding that a privilege so granted will not be abused.

12.5 Providing that he/she is qualified to perform the job, the Shop Steward will be one of the last three (3) employees remaining should there be a reduction in the number of employees under the scope of this Agreement.

12.6 The Shop Steward will be given an equal opportunity to work overtime provided he has the skills and competencies to perform the required work.

Article 13 Union Security and Check off

13.3 Union working dues of three and one-half percent (3.5%) per basic hourly rate for all hours worked by the Employees shall be deducted from the Employees hourly rate, The Union working dues and initiation fees deducted shall be remitted to the Financial Secretary of Local Union no later than the fifteenth (15th) day of the month following such deductions, together with a list of all employees, and their Social Insurance Numbers, on whose behalf such deductions have been made.

The Employer further agrees to pay interest of three percent (3%) per day for each day of delinquency on all overdue remittances provided the Employer is given a grace period of ten (10) days in addition to the required regular time for remittances as referred to above. Should an Employer be in violation of this grace provision three (3) times within a 12-month period, then no grace period will be allowed for a further 12-month period and interest as above shall be paid as above.

13.4 The Employer also agrees to deduct and remit from each employee, based on the amounts below, on or before the fifteenth (15th) day of each month, together with a list of all employees and their Social Insurance Numbers to:

Carpenters Union Local #1386
528 MacLaren Ave, Fredericton, NB E2A 3K7

Journeyman

July 7, 2014 twelve cents (\$0.12) per hour
July 6, 2015 fifteen cents (\$0.15) per hour

Apprentices

July 7, 2014 seventeen cents (\$0.17) per hour
July 6, 2015 twenty cents (\$0.20) per hour

Article 16 Termination of Employment or Lay-Off

16.1 Except in the case of discharge for just cause, the Employer shall give an Employee the two (2) hours' notice of lay-off or termination. Employment is to end at the beginning of the lunch period or the end of the shift. Alternatively the Employer may provide two (2) hours pay in lieu of notice.

16.2 When employment is terminated by an Employer the earned wages in full of the Employee shall be paid on, or before, the next regular pay day for the period. If the Employee prefers he/she may inform the Employer when he/she leaves the job site that he/she will pick up the above items at an office of the Employer at a mutually agreed time no later than the next pay period after the termination of his/her employment.

Article 17 Payment of Wages

17.4 Should an Employer elect to use direct bank deposit as a method of payment of wages, the Employer will be in compliance with this Article 17 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 electronically, if available, to each employee. Notwithstanding the above an employee may request that the statement be provided in hard copy.

Article 18 Health & Safety

18.4 An Employee absent by reason of illness or accident who wishes to return to work shall be reinstated by the Employer if work is available. The Employer may ask the employee to provide a medical clearance slip from a doctor if he has been absent three (3) days or more.

Article 21 Leave of Absence

21.1 The Employer shall allow designated members of the Union leave of absence without pay, to attend official Union conventions or Union business provided a period of notice of one (1) week for Union Conventions and twenty-four (24) for Union Business is given.

21.2 In the event of the death of his wife, or his child, mother or father, any Employee shall be granted a leave of absence without pay for seven (7) days.

21.3 In the event of the death of a brother, sister, grandparent or grandchildren of an Employee, a leave of absence without pay of four (4) days will be granted to attend the funeral.

Article 22 Grievance and Arbitration

Adopted language found in Commercial Agreement and allows for use of the Provincial Mediation Service before proceeding to Arbitration.

Article 23 Commuting Travel and Board Allowance

23.3 Where an Employer requires Carpenters who must travel beyond eighty (80) kilometers to a free zone location as listed in Article 23.1 he shall receive an allowance of ninety-six (\$96.00) dollars per day worked.

If an Employee is expected to work a condensed work week (i.e. 4x10 hour shifts) he shall receive five (5) days Room and Board for four (4) days worked. If on a condensed work an employee is required to work five (5) days worked he shall receive 6 days Room and Board, only if his shift does not end before 7:30 pm.

Should the Employer and employee mutually agree, and it does not disadvantage the employee, the compensation paid under this article can be waived by the employee and can be substituted with the Employer providing room, board and travel arrangements, providing such arrangements are satisfactory to the employee.

Article 24 Wages and Foremen

24.1 (A)

| Journeyman Carpenter (Red Seal) | July 7, 2014 | July 6, 2015 |
|---------------------------------|--------------|--------------|
| Hourly Rate | 28.04 | 28.71 |
| Vacation Pay (11%) | 3.08 | 3.16 |
| Health & Welfare | 1.73 | 1.73 |
| Pension* | 3.65 | 3.65 |
| Training | 0.80 | 0.80 |
| Total | \$37.30 | \$38.05 |

| Scaffolder | July 7, 2014 | July 6, 2015 |
|--------------------|--------------|--------------|
| Hourly Rate | 27.23 | 27.68 |
| Vacation Pay (11%) | 2.99 | 3.04 |
| Health & Welfare | 1.73 | 1.73 |
| Pension* | 3.65 | 3.65 |
| Training | 0.80 | 0.80 |
| Total | \$36.40 | \$36.90 |

| Journeyman Carpenter (No Red Seal) | July 7, 2014 | July 6, 2015 |
|------------------------------------|--------------|--------------|
| Hourly Rate | 26.69 | 27.32 |
| Vacation Pay (11%) | 2.94 | 3.00 |
| Health & Welfare | 1.73 | 1.73 |
| Pension* | 3.65 | 3.65 |
| Training | 0.80 | 0.80 |
| Total | 35.80 | 36.50 |

* This amount increases to \$5.65 per hour on overtime hours

Article 26 Productivity

A complete new Article

A complete copy of this Agreement will be available shortly at www.mneca.ca