

**Memorandum of Agreement
between
Moncton Northeast Construction Association
and
Local 900 of the Labourers' International Union of North America**

The parties aforementioned have agreed to the following changes to the their **Commercial** Collective Agreements covering work in the counties of Westmorland, Albert, Kent, Northumberland, Gloucester and Restigouche in New Brunswick

Only the Articles in this memorandum have been changed and unless otherwise noted such changes are to take effect on October 4, 2015 and will conclude on June 30, 2018.

The changes to the **Commercial Agreement** are summarized as follows.

ARTICLE 14 - DISCIPLINE

- 14.01 Employees whose behaviour is detrimental to the efficient and safe conduct of the Employer's business shall be subject to disciplinary action. It is recognized that many Employers and Project Sites have corporate or site specific disciplinary policies and they would take preference over the provisions of this Article.
- 14.02 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.
- 14.03 Employees discharged shall be advised by the Employer of the cause for dismissal.
- 14.04 Warning notice to be signed by the employee's foreman and job steward, copy of warning notice to be mailed to the union office.
- 14.05 Use of electronic devices including cell phones shall not be permitted by employees during working hours except as explicitly authorized by the Employer. Violation of this Article shall be subject to the disciplinary actions described above. This Article shall not apply to Foremen or Stewards using cell phones in the course of their duties.

ARTICLE 18 – BEREAVEMENT LEAVE

- 18.01 In the event of the death of the Employee's spouse, children or parent, the Employer will grant leave of three (3) consecutive working days without pay.
- 18.02 In the event of the death of the Employee's brother or sister, the Employer will grant leave of two (2) consecutive working days without pay.

- 18.01 In the event of the death of the Employee's grandparent, aunt, uncle, niece or nephew, the Employer will grant leave of one (1) working day without pay.

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.
- 20.01 The basic rate shall be established as Journeyman (Red Seal or Provincial) and all other categories established relative to this rate such that the Wage Rate for a Foreman shall be one hundred and ten percent (110%) of the Journeyman rate, the Wage Rate for Apprentice – Second Block shall be ninety percent (90%) of the Journeyman Rate, the Wage Rate for Apprentice – First Block shall be eighty-five percent (85%) of the Journeyman Rate and the Wage Rate for Apprentice – New shall be eighty percent (80%) of the Journeyman Rate. Upon signing of this Agreement the Wage Rate for Qualified Labourer shall be ninety-nine percent (99%) of the Journeyman rate, on July 3, 2016 it shall be ninety-eight percent (98%) of the Journeyman rate and on July 2, 2017 it shall be ninety-seven percent (97%) of the journeyman. It is expected that the Wage Rate for a Qualified Labourer will continue to be reduced and remain at ninety-five percent (95%) in the next Agreement
- 20.02 Upon signing of this Agreement the total package rate, including vacation pay and benefits, for a Journeyman (red Seal or Provincial) shall increase by seventy cents (\$0.70), on July 3, 2016 the rate shall increase by fifty cents (\$0.50) and on July 2, 2017 the rate shall increase by fifty-five cents (\$0.55).

ARTICLE 21 - TRAVEL

- 21.01 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 \$0.50 kilometer. Travelling time shall be paid for such travel within the working day.
- 21.02 If the local Union is unable to supply union members from the local geographic area as per Article 4 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 \$90.00/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 discretion of the Employer.

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 ice when necessary) 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 The Employer will provide all personal protective equipment which is mandated either by legislation or site regulation. The Employer will also provide, where necessary, a CSA-approved safety hat and climatic protective clothing (rain suit). 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 borne by the employee if not returned, or maintained in good working order. Deductions for same will be made off his last pay due.

ARTICLE 23 – TRAINING (AND APPRENTICESHIP)

- 23.01 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.

Safety

- 23.02 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.
- 23.03 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.
- 23.04 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.
- 23.05 Our goal is to eliminate accidents and implement safe, healthy policies and procedures.
- 23.06 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

Apprenticeship – Construction Craft Worker

- 23.07 The Province of New Brunswick under the Apprenticeship and Occupational Certification Act, has recognized the Construction Craft Worker (CCW) as a designated occupation and the parties to this Agreement agree to provide language in the Agreement to reflect this designation.
- 23.08 The CCW Apprenticeship Program will be jointly trusted by a Joint Apprenticeship and Training Committee (JATC) 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' Union. It is further agreed that all newly registered apprentices shall be indentured to the JATC and be subject to all provisions as set forth in the agreement
- 23.09 To avoid displacement of Journeyperson Labourers due to the implementation 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.
- 23.10 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.
- 23.11 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 JATC 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. The Employer should accommodate employees in attending their block training.
- 23.12 The term of apprenticeship shall be thirty-six hundred (3600) hours of diversified work and training. The Program is divided into two blocks of eighteen hundred (1800) hours. 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 jurisdiction. 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.
- 23.13 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 adjusted 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.
- 23.14 Apprentices shall work under the supervision of a competent and qualified journeyman on the job. Instruction in safety and stage work practices will be part of job instruction in addition to that included special off-job courses.
- 23.15 The Apprentice shall maintain a Work Record showing the amount and type of work being performed. Work Record forms will be provided to each apprentice by Local 900. Work Records shall be submitted to the JATC to be recorded on the Apprentice's master record. The JATC shall maintain records of disciplinary or adverse actions, hearings and/or decisions made.
- 23.16 All records pertaining to apprenticeship shall be maintained in a log book and kept by the department.
- 23.17 Upon completion of the term of apprenticeship, and the apprenticeship having met all the requirements of the Program, the Apprentice will receive a certificate of completion.
- 23.18 The hours of work for the apprentices shall be the same as for journeypersons in Local 900. Apprentices shall also be subject to the same overtime or travel as journeypersons except where there is a conflict with off-site training.
- 23.19 Lay-off shall be as per Article 19 of this Collective Agreement with the exception that apprentices, if any, will be laid off after agreement between the Employer and the Union.

ARTICLE 24 – TOOLS

- 24.01 All Labourers shall supply the following CSA-approved (or equal) equipment and tools, and shall maintain same in good safe working order: safety boots, eight (8) meter measuring tape, (one) hammer, and (one) pouch/holster/belt.

Signed this 28th day of September 2015

On behalf of Local 900 of the Labourers'
International Union of North America

Lloyd MacDonald

Gaston Malenfant

On behalf of the Moncton Northeast
Construction Association

Bill Schenkels

Bill Dixon

Wage Rates - October 4, 2016

LABOURER	Foreman	Red Seal/Provincial Journeyman	Qualified Labourer (99%)
Hourly Rate	20.92	19.02	18.83
Vacation Pay (10%)	2.09	1.90	1.88
Benefits	5.78	5.78	5.78
Total Package	28.79	26.70	26.49
APPRENTICE	Apprentice New (501-1800 hours)	Apprentice 1st Block (501-1800 hours)	Apprentice 2nd Block (1801-3600 hours)
Hourly Rate	15.22	16.17	17.12
Vacation Pay (10%)	1.52	1.62	1.71
Benefits	2.83	3.83	4.83
Total Package	19.57	21.62	23.66

Wage Rates - July 3, 2016

LABOURER	Foreman	Red Seal/Provincial Journeyman	Qualified Labourer (98%)
Hourly Rate	21.33	19.39	19.00
Vacation Pay (10%)	2.13	1.94	1.90
Benefits	5.88	5.88	5.88
Total Package	29.34	27.21	26.78
APPRENTICE	Apprentice New (501-1800 hours)	Apprentice 1st Block (501-1800 hours)	Apprentice 2nd Block (1801-3600 hours)
Hourly Rate	15.51	16.48	17.45
Vacation Pay (10%)	1.55	1.65	1.75
Benefits	2.83	3.83	4.83
Total Package	19.89	21.96	24.03

Wage Rates - July 2, 2017

LABOURER	Foreman	Red Seal/Provincial Journeyman	Qualified Labourer (97%)
Hourly Rate	21.68	19.71	19.12
Vacation Pay (10%)	2.17	1.97	1.91
Benefits	6.08	6.08	6.08
Total Package	29.93	27.76	27.11
APPRENTICE	Apprentice New (501-1800 hours)	Apprentice 1st Block (501-1800 hours)	Apprentice 2nd Block (1801-3600 hours)
Hourly Rate	15.77	16.75	17.74
Vacation Pay (10%)	1.58	1.68	1.77
Benefits	2.93	3.93	4.93
Total Package	20.28	22.36	24.44