

**COMMERCIAL, STRUCTURES, WATER & SEWER RESIDENTIAL
COLLECTIVE AGREEMENT**

BETWEEN

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL # 1386**

AND

THE MONCTON NORTHEAST CONSTRUCTION ASSOCIATION INC.

2026-2028

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ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, and to provide a procedure for the prompt handling of grievances, and orderly collective bargaining.

ARTICLE 2 RECOGNITION

2.01 Local 1386: The Employers recognize the United Brotherhood of Carpenters and Joiners of America, Local 1386 as the sole collective bargaining agents for all Carpenters, Apprentices, Foremen and/or Tradesmen in its employ in the counties of Albert, Restigouche, Westmorland, Kent, Northumberland and Gloucester. The Employers recognize and agree to implement the craft Jurisdiction of the Union.

2.02 The United Brotherhood of Carpenters and Joiners of America, Local 1386, recognizes the Moncton Northeast Construction Association Inc. as the sole bargaining agent for member contractors and any other contractors working under this Agreement, and agrees no conditions, separate or apart from the conditions set out in this Agreement will be sought or condoned by the signatories to this Agreement or any other contractors who come in the jurisdictional area of this Agreement.

2.03 **Resolution on Commitment to Excellence** - Whereas the best way to protect our jobs and to expand our job opportunities is for our membership to be the most productive, skilled and safe workers available, and whereas if our signatory Union contractors are to have the competitive edge that allows them to win contracts they must be able to deliver quality work on time and on budget and, whereas owners and companies are demanding safe worksites with no disruptions and, increasingly, drug and alcohol testing therefore it is resolved that the New Brunswick Council of Carpenters, Millwrights and Allied Workers adopt a Commitment to Excellence that shall include the criteria and measures set out below:

Commitment to Excellence - The Standards for Excellence shall include, but not limited to: No Absenteeism; Timeliness - arriving at work on time, fit for duty with the proper tools and clothing, working a full day and keeping breaks to the prescribed limit; Superior productivity, safety and cooperation; Strict adherence to established drug and alcohol policy; No personal business conducted on company time; Respecting company property, our Employer's tools and tools of our co-workers; Follow Employer site rules, work procedures, policies and directives.

Honouring our Commitment: The Commitment to Excellence shall be honoured by: Teamwork - every member working together with foremen and job stewards, on every task, to deliver a superior product in every respect; Compliance - our job stewards and Union representatives, working with the entire management team, will monitor and enforce the Standards of Excellence.

Enforcing our Commitment to Excellence: The Commitment to Excellence shall be Enforced. Members unwilling to comply with our Commitment to Excellence will be:

(a) The Employer will inform the Member who is unwilling to comply with the Commitment to Excellence with details as to the deficiencies observed. The Employer shall provide a verbal warning to the Member, which shall be documented.

(b) The Employer will inform the Union of a Member who is continually unwilling to comply with the Commitment to Excellence with details as to the deficiencies observed. The Employer and a representative of the Union will meet with the Member to inform them of the Employer's concerns, which will be confirmed in writing.

(c) If the Member continues to be unwilling to comply with the Commitment to Excellence, the Employer and a representative of the Union will meet with the Member to inform them of the Employer's concerns. At this stage, the Member will be placed on an unpaid decision-making leave of up to three (3) days to reflect on their compliance with the Commitment to Excellence.

(d) If the Member continues to be unwilling to comply with the Commitment to Excellence, the Employer may require the Union to remove the Member from the workplace. If a Member is removed from the workplace under this procedure, they shall not be dispatched to another Employer unless and until steps have been taken to retrain the Member to enable them to comply with the Code of Excellence.

(e) Nothing in this clause affects the Employer's right to discipline Employees for disciplinary or safety infractions.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Subject to this Agreement, the Union recognizes the right of the Employers to manage its business and direct the working force.

ARTICLE 4 HIRING

4.01 The Employers agree to hire and continue to employ only members of the Union in good standing with Local Union 1386.

4.02 Subject to the provisions of this Article 4, hiring will be done through the Union Hiring Hall. In this case, and with as much notice as possible, an Employer will notify the Union in writing of its request for manpower, stipulating the type of work to be performed, the location of the job site, the expected duration of the job and skill levels required.

4.03 An employer shall have the right to name request particular employees for work, but this request must be conveyed through the Union. A request for a specific employee(s) shall not be unreasonably withheld by the Union.

4.04 If the Union is unable to provide the required manpower within two (2) business days, the Employer may hire its employees directly, provided that these employees are members of the Union or apply and be accepted as a member of the Union. The Union must be notified of all such

hires before they are hired and the Union shall confirm acceptance or rejection of the new hire as a member within one day.

- 4.05 Work referral slips issued by the Union shall contain a comprehensive history of all trade certifications, qualifications, safety training and work experience in the skills required and/or apprenticeship status. The dispatch forms shall include the skills inventory details. The Union shall provide any medical restrictions, or any other restrictions, the employee may have that is known to the Union on the dispatch form when sending an employee.
- 4.06 The Employer will, upon request, provide to the Union the names of all Carpenters, Apprentices, Foremen and/or Tradesmen in its employ.
- 4.07 The Employer will have the right to transfer Employees between Industrial Projects; between Commercial Projects; and between Industrial and Commercial Projects. When employees are transferred, the Employer will inform the local Union. In addition, if there are no Union Employees available in a local geographic area, the Employer will have the right to transfer employees between geographic areas.

ARTICLE 5 HOURS OF WORK

- 5.01 A regular work week will normally consist of five (5) ten (10) hour shifts, Monday through Friday. Work in excess of fifty (50) hours per week will be paid at the overtime rate. The parties may, by mutual consent, agree to alter the shift schedule, but not the number of hours of work at the regular rate.
- 5.02 Regardless of the shift schedule there will be a lunch break of thirty (30) minutes.
- 5.03 All Employees shall be at their place of work at the start of the shift and the place of work is the location where the work is actually performed.
- 5.04 Any employee working a night shift shall receive a nightshift premium of \$3.00 per hour on base wage. The nightshift premium shall not be pyramided. A night shift is a shift that starts after the regular day shift.
- 5.05 Day Shift- A regular working week consisting of not more than fifty (50) hours of work to be performed during regular shift periods, and a regular shift period consisting of not more than ten (10) hours of work per day, between the hours of 7:00 am and 7:00 pm with a one-half hour for lunch, which is to be taken as near to the middle of the shift as possible.
- 5.06 When work is available and an Employee does not reach fifty (50) hours worked due to inclement weather from Monday to Friday, the Employer will attempt to schedule additional hours to enable the employee to achieve up to 50 hours.

5.07 All hours worked on Saturday and Sunday and Statutory Holidays shall be paid at the rate of time and one-half, except for make-up time.

5.08 Continuous Pouring-

(a) When it is necessary to work three (3) continuous shifts for the purpose of continuous concrete pouring and all related form work to this pour, the following hours of work shall prevail: 3 shifts namely:

8:00 am - 4:00 pm

4:00 pm - 12:00 Midnight

12:00 Midnight - 8:00 am

including one-half hour in each shift for lunch will be paid by the Employer but will be so scheduled for the Employees to permit the continuous pouring of concrete. Any employee working beyond his/her shift of ten (10) hours shall receive time and one-half.

(b) It is agreed and understood that on three shift operations, the fifteenth (15th) shift may be worked on straight time on Saturday, subject to "Make-up".

5.09 Tidal Work on a Special Shift - 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 that starting and quitting time of the regular day shift may be altered to accommodate the particular work.

(a) When tide work is required, Employees shall receive eight (8) hours of pay for seven (7) hours worked.

(b) At least twelve (12) hours notice will be given to the Employees prior to the commencement of the tidal shift work.

Once an Employee commences work on tidal work, the Employee shall receive the applicable condition for that day.

5.10 All Employees shall be at their place of work at the start of the shift and the place of work is the location where the work is actually performed.

ARTICLE 6 VACATION AND STATUTORY HOLIDAYS

6.01 The following listed Holidays shall be recognized and observed as Statutory Holidays for purposes of this Collective Agreement:

New Years Day

Family Day

Good Friday

Victoria Day

Canada Day	Remembrance Day
New Brunswick Day	Christmas Day
Labour Day	Boxing Day
Thanksgiving Day	*Truth and Reconciliation Day

If any of the above Holidays fall on a Saturday or Sunday, the following Monday will be the recognized Holiday except where Christmas falls on a Saturday or Sunday then the following Monday will be the Holiday for Christmas and Boxing Day. If New Year's Day, Canada Day, Remembrance Day, Christmas Day, or Boxing Day fall on a Tuesday, Wednesday, or Thursday, the holiday must be recognised on that day unless by mutual agreement between the Employer and Business Agent with respect to a given project site.

(*) The National Day for Truth and Reconciliation is not a Statutory Holiday in New Brunswick. However, Employees may choose to observe the day on the day that it falls. Those who elect to take the day off may do so without pay, while Employees who work on this day will receive their regular rate of pay.

- 6.02 Vacation pay shall be paid in accordance with the New Brunswick Employment Standards Act, payable at 10% during the life of the Agreement for those Carpenters working at general carpentry.

Vacation Pay shall be paid in accordance with the New Brunswick Employment Standards Act, payable at 10% during the life of the Agreement for those Carpenters working on Drywall.

- 6.03 Vacation pay shall be paid weekly.
- 6.04 Labour Day shall be a paid Holiday. When an Employee works on Labour Day the Employee shall receive double time plus his/her regular days pay. To be eligible for Labour Day, the Employee must work the working day before and the working day after Labour Day.
- 6.05 Vacation time off shall be taken at a mutually convenient time arranged between the Employee and the Employer.

ARTICLE 7 APPRENTICESHIP TRAINING

- 7.01 It is agreed that all apprentices of the local union shall be indentured to the Joint Apprenticeship Training Committee and shall be subject to all provisions as set forth in this Agreement.

Those apprentices, both new and existing, that do not meet the requirements of the Apprenticeship and Occupational Certification Act, where it is noted that all apprentices must have Grade 12 or equivalent to become indentured, must participate in a recognized GED program.

Any apprentice that does not concur with the above noted shall not be eligible for dispatch to the work site.

- 7.02 All Apprentices shall be employed in accordance with the provisions of the Apprenticeship and Occupational Certification Act, and the parties hereto agree to observe all provisions of the said Act.
- 7.03 To further develop and improve the qualifications of the Apprentice, it is agreed by all parties named - (a) the Joint Apprenticeship Training Committee (b) Apprentice (c) Employers - after consultation with the parties involved, the Joint Apprenticeship Training Committee reserves the right to refer an Apprentice from one phase or operation of a job, or from one Employer to another, in order that the Apprentice will receive relevant on-the-job training and work experience as set out in the progress record book for the carpentry occupation. Apprentices also must have their referral slip verified by the Joint Apprenticeship Training Committee designate.
- 7.04 The ratio of Apprentices to Journeymen shall normally be one (1) Apprentice to one (1) Journeyman. However, the Employer at his discretion may employ apprentices in a ratio of not greater than three (3) Apprentices to one (1) journeyman or two (2) journeymen to one (1) apprentice.
- 7.05 Starting rate of Apprentices in the Carpenter Classification shall be for the first year: seventy-five percent (75%) of the Journeyman's rate, adjusted as follows:

75%, 1st year, 0-1800 hours at the trade

85%, 2nd year, 1801-3600 hours at the trade, Block One completed

90%, 3rd year, 3601-5400 hours at the trade, Block Two completed

95%, 4th year, 5401-7200 hours at the trade, Block Three completed

Note: Hours at the trade will be determined by the Joint Apprenticeship Training Committee designate, as to how many hours at each aspect worked will be counted toward trade totals.

Starting rate of Apprentices in the Interior System Mechanic Classification shall be the same as the carpentry classification.

If an apprentice fails to attend scheduled apprenticeship training, without just cause, he/she shall not receive incremental increases, and shall not be eligible for dispatch to the work site for the period of time that he/she should be attending apprenticeship training. Just cause shall be the discretion of the Joint Apprenticeship Training Committee designate.

Upon request, the Union will provide training history, craft skill justifications, and work/dispatch history to the employer as a justification for an employee's classification within the Apprenticeship Rating System.

- 7.06 The Union and Association agree to co-operate in the formulation and development of Apprenticeship programs. Any Apprenticeship program will include provisions to promote hiring

and training opportunities for women, First Nations members, and other groups identified in the Human Rights Act.

ARTICLE 8 MAINTENANCE OF TOOLS

8.01

- (a) All Employees at the beginning of their engagement shall have tools in good working condition, subsequent to this, tools shall be maintained in such good condition on employer's time with Employers permission. On notice of lay-off of Employees, if employed one week, shall be given one (1) hour to be used for conditioning tools. If saw filers are employed on the site, they shall be members of the Union. All power tools shall be supplied by the Employer and kept in safe operating condition.

- (b) The Employer shall provide a suitable secure building for employees to store their tools and is responsible for compensation, or for the replacement of tools by their "brand name" destroyed or damaged by fire or lost by theft when in the place of storage and under the Employer lock and key. The liability shall not exceed the value of the tools or the sum of \$1000 whichever is the lesser, and payable within a ten (10) day limit. Liability under this clause shall relate only to tools on the list of tools filed by the Employee at the commencement of work. A claim must be filed within two (2) days of the loss, damage or destruction unless good reason can be shown for not having done so. All Employees (Carpenters, Apprentices, etc.) shall have a tool box that can be locked and in good condition.

A minimum tool list is appended to this Agreement as Appendix C.

ARTICLE 9 JOB CONDITIONS

- 9.01 A ten-minute paid break shall be allowed at the midpoint of each half shift, to be taken at place of work.

- 9.02 The Employer agrees to furnish a dry, locked shed or room for safekeeping of all carpenters tools on all jobs, same to be kept locked when carpenters are not working.

- 9.03 Employees shall have five (5) minutes before quitting time for purposes of picking up and storing tools.

- 9.04 Toilet facilities shall be available and maintained as required by Occupational Health and Safety regulations.

- 9.05 The Employer shall provide sanitary drinking water facilities on all jobs. Ice will be added in summer months when a container is used and when ice is readily available.

- 9.06 Facilities where Employees change clothes and eat their lunch shall be heated where necessary, and where reasonably possible and necessary shall be air-conditioned or otherwise cooled.
- 9.07 The Employer will provide where necessary, raincoats, rubber boots, safety helmets, safety goggles, etc. for use of the Employees, such equipment shall be under the care of Employees and shall be returned on termination of employment or at Employer's request.
- 9.08 The Employer shall be responsible for any additional site-specific PPE that may be required on a work site.
- 9.09 If power tools, patent mitre boxes or staplers are required, they shall be supplied by the Employer. The use, handling, maintaining, storage of same will be directed by the Employer and shall be in the charge of a journeyman or an Apprentice under the direction of a Journeyman.
- 9.10 It shall be the responsibility of the Employer to pay for employee parking when no free parking is available within one (1) kilometer walk or no shuttle is provided.

ARTICLE 10 UNION REPRESENTATIVES - SHOP STEWARD - DISCRIMINATION

- 10.01 Union Representatives shall have access to all job sites after first informing the Project Manager or person in charge. Whenever security regulations prevent access to any job or project, the Employer shall assist the Union Representative in obtaining the necessary pass or permission to gain access to the sites.
- 10.02 **(A)** 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. 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.

(B) Notwithstanding Article 4.03, when a newly signatory Employer intends to hire three (3) or more Employees on a job site, The Union may name from its membership the third Employee to be hired. Such Employee shall be a qualified Journeyman who has completed training as a union representative and shall be appointed by the Business Agent to be the Job Steward. For the purpose of this Article, a "newly signatory Employer" means an Employer who has become subject to this collective agreement on or after July 1, 2022, and such Employer shall retain that status for the first three years they are subject to this collective agreement.
- 10.03 The Employer agrees to give an authorized representative of the Union the names of the Employees on the job at least once a month, if requested. This will apply to tradesmen and apprentices only.

- 10.04 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.
- 10.05 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.
- 10.06 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 11 UNION SECURITY AND CHECK-OFF

- 11.01 All Carpenter Foremen, Journeymen Carpenters, Tradesmen and Carpenter Apprentices, as a condition of employment and continued employment must be a member of the Union.
- 11.02 The Employers further agree to deduct from the wages, the regularly authorized union initiation fee and forward in the same manner to the Local Union.
- 11.03 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 at 82 Timothy Ave. South, Hanwell, NB, E3C 2B8 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 Employers further agree 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.

- 11.04 The Employers agree to deduct twenty cents (\$0.20) per hour for each journeyman or apprentice on or before fifteenth (15th) day of the month following such deductions, together with a list of all employees, and their Social Insurance Numbers thereof to:

Carpenters Union Local #1386
82 Timothy Ave S., Hanwell, NB E3C 2B8

ARTICLE 12 JURISDICTIONAL DISPUTE

12.01 In the event that any jurisdictional dispute shall arise over the assignment of work represented by this Agreement, an immediate assignment of the work in question shall be made by the company representative, based upon local area practice, and decision and agreements of record or other information available. The work is then to continue and if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a decision. There will be no stoppage of work due to a jurisdictional dispute.

ARTICLE 13 TERMINATION OF EMPLOYMENT OR LAY-OFF

13.01 No Employee shall have their employment terminated except for just cause, a lay-off due to shortage of work, or pursuant to Article 25-Productivity. Except for a termination for just cause, the Employer shall give an Employee two (2) hours of notice of a layoff for shortage of work, or of a termination pursuant to Article 25. Alternatively, the Employer may provide two (2) hours of pay in lieu of notice. Employment is to end at the beginning of the lunch period or the end of the shift.

13.02 When employment is terminated by an Employer the earned wages in full of the Employee shall be paid within seven (7) calendar days. The Employee's vacation pay and separation slip shall be mailed to the Employee, by registered mail within seven (7) regular working days of the termination; 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 the on-site office of the Employer at a mutually agreed time no later than the next pay period after the termination of his/her employment.

13.03 On lay-off of Apprentices, the ratio of Article 7.04 shall apply.

ARTICLE 14 PAYMENT OF WAGES

14.01 Wages are to be paid either by cash or by cheque, negotiable at par at a chartered bank, not later than Thursday. If paid by cash the Employer will have the right to pay on Friday of each week during regular working hours.

14.02 An earnings statement shall accompany each payment of wages giving the name of the Employer, the name of the Employee, the date of payment. The statement shall show particulars of the number of hours worked at regular, overtime premium and other rates, the gross amount of wages, the amount of vacation pay, and the nature and amount of the wages. If payment is made by cheque, the earnings statement may be the cheque stub, if the required information is set out on the stub. Travel and Board allowances shall be shown separately.

14.03 If the regular pay day is a holiday, then the pay day shall be one day earlier.

14.04 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 14 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. Where practicable, the Employer will provide such hard copy to the Employee on payday; if not practicable, the Employer will provide such hard copy to the Employee no later than Monday of the following week. This provision has been agreed to by the parties in lieu of the application of Section 36 of the Employment Standards Act.

ARTICLE 15 HEALTH & SAFETY

- 15.01 On all projects, provisions of the New Brunswick Occupational Health and Safety Act will be adhered to.
- 15.02 The Employer and Union agree that they mutually desire to maintain a high standard of Safety and Health on the projects and for the Employer to make adequate and reasonable provisions for the Safety and Health of the Employees.
- 15.03 Where an Employee is injured during working hours and is advised not to return to work by the Employer or a doctor or a registered nurse or nurse practitioner who has attended to the injury, he shall be paid to the end of the shift.
- 15.04 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 medical practitioner if he has been absent three (3) days or more.

ARTICLE 16 STRIKES & LOCKOUTS

- 16.01 It is agreed that there will be no strikes, lockouts, slowdowns, by either party during the life of this Agreement. Refusal to cross a legally established picket line will not be considered a violation of this Agreement.

ARTICLE 17 LABOUR MANAGEMENT COMMITTEE

- 17.01 It is mutually agreed that a Labour Management Committee shall be set up in each jurisdictional area of the Province. The Committee shall hold meetings when required to discuss problems applicable to the Construction Industry. Dates of such meetings shall be arranged by the Local Committee. The Committee members are the Negotiating Committee for the Union and the Negotiating Committee for Management.

ARTICLE 18 LEAVE OF ABSENCE

- 18.01 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.
- 18.02 In the event of the death of the Employee's mother or father, he/she shall be granted a leave of absence without pay for seven (7) days.

- 18.03 In the event of the death of a brother or sister of an Employee, a leave of absence without pay of four (4) days will be granted to attend the funeral.
- 18.04 Bereavement time off with pay of up to seven (7) consecutive days (three (3) days paid) shall apply to any Employee whose spouse or child dies.
- 18.05 The Employer will comply with the leave provisions of the Employment Standards Act and ensure that Employees are provided any greater right or benefit contained in the Act.

ARTICLE 19 GRIEVANCE AND ARBITRATION

19.01

- (a) Except in cases of dismissal, the grievor or Shop Steward shall present his/her grievance verbally to the Foreman under whose direction he/she is working. The Foreman shall give his answer not later than 12:00 noon following the day on which the grievance is presented. Any decision made by a Foreman is not binding on the Employer in any future matter between the parties, unless the Foreman's decision is expressly approved in writing by the Employer.
- (b) If the decision of the Foreman is unacceptable, the grievance shall be submitted in writing to the Site Superintendent not later than two (2) working days following the day on which the grievance is presented.
- (c) A dismissal grievance shall be made in writing to the Employer by the ACRC Business Representative or Provincial Manager.

19.02 The Superintendent shall provide the Union with a written response to the grievance within two (2) working days after receipt of the Union's written grievance.

19.03 The Employer, or its Representative, shall be entitled to submit a grievance in writing to the ACRC Business Representative. The Union shall provide the Employer with a written response to the grievance within two (2) working days after receipt of the Employer's written grievance.

19.04 The Union may submit a policy grievance in writing directly to the Employer. The Employer shall provide the Union with a written response to the policy grievance within five (5) working days after receipt of the Union's written grievance. The Employer shall request the assistance of the Association in responding to a policy grievance that involves the interpretation or application of the collective agreement provisions.

19.05 Failure to respond to a grievance within two (2) working days, or five (5) working days in the case of 19.04, will be considered a negative response, and the other party may proceed to the next step of the grievance process.

- 19.06 The parties may mutually agree to use the Alternative Dispute Resolution Procedures provided by the New Brunswick Department of Post-Secondary Education, Training and Labour.
- 19.07 After exhausting the procedures in Articles 19.01 to 19.04, either party may notify the other party in writing of its intention submit the grievance to arbitration before a single arbitrator. The notice shall include the name of the party's spokesperson. If the parties cannot agree to the selection of an Arbitrator, either party may request that an arbitrator be appointed by the Minister of Post-Secondary Education, Training and Labour.
- 19.08 Except in cases where loss or injury might occur through continued employment of the person or persons involved, the Employer shall not implement any decision with respect to suspension or discharge of an Employee or Employees until the above procedures have been completed, and the parties are notified of the arbitrator's decision.
- 19.09 The arbitrator shall have the authority to:
- (a) alter any discipline imposed by an Employer, including altering a discharge or suspension;
 - (b) make such award or other direction as the arbitrator considers just and necessary in the circumstances to resolve the grievance; and
 - (c) award compensation, including damages.
- 19.10 The arbitrator shall not have the authority to alter or amend the terms of the Collective Agreement without the written consent of both parties to this Agreement.
- 19.11 The arbitrator shall hear and determine the difference or allegations and shall issue a decision that is final and binding on the parties, and on any Employee or Employer affected by it. The parties will ensure that an arbitration award is implemented at the earliest possible date, unless a stay of proceedings is granted pending a judicial review of the decision.
- 19.12 The costs of an arbitration hearing and decision shall be shared equally by the Employer and Union.
- 19.13 Timelines throughout Article 19 may be waived or extended upon mutual consent of the Employer and the Union.

ARTICLE 20 SUBCONTRACTING

- 20.01 The Employer shall not contract out, subcontract or sublet directly or indirectly, either in whole or in part any of the work within the Union jurisdiction as recognized in Article 2 of the collective agreement, except as provided in this Article.
- 20.02 An Employer who wishes to contract out or subcontract work covered by this collective agreement shall provide a notice of tender to all unionized employers capable of performing the needed work.

The Union and Association shall collaborate in maintaining an up-to-date list of unionized employers for this purpose.

- 20.03 Where no unionized employer submits a bid compliant with the requirements of such tender, the Employer may contract or subcontract any of the work to a non-unionized employer.
- 20.04 Where the quoted price for the tendered project submitted by the unionized employer with the lowest bid compliant with the requirements of the tender exceeds the quoted price of the lowest non-union employer whose bid is compliant with the requirements of the tender by 25% or more, the Employer may contract or subcontract the work to that non-unionized employer. The Union will be notified in such event and upon request will be given such information as necessary to ensure compliance with this provision.

ARTICLE 21 HEALTH & PENSION

Health and Welfare Benefits

- 21.01 The Employers and Union confirm the establishment of the Atlantic Canada Regional Council of Carpenters, Millwrights and Allied Workers Health and Welfare Trust Fund (the "Trust") in accordance with a Trust Agreement between the Union and Employers, and their designated Trustees. The purpose of the Trust Fund is to provide Union members with Health and Welfare benefits (the "Insured Benefits"), as determined by the Trustees in their sole discretion, and in accordance with the Trust Agreement, to the extent that funds are available in the Trust Funds. The Trust Fund is administered by an Administrator appointed by the Trustees.

Pension Benefits

- 21.02 The Employers and Union confirm the establishment of the Atlantic Canada Regional Council of Carpenters, Millwrights and Allied Workers Pension Plan (the "Pension Plan Fund") in accordance with a Trust Agreement between the Union and Employers, and their designated Trustees. The purpose of the Pension Plan is to provide Union members with pension benefits upon retirement (the "Pension Benefits"), as determined by the Trustees in their sole discretion, and in accordance with the Trust Agreement, to the extent that funds are available in the Plan. The Trust Fund is administered by a Pension Administrator appointed by the Trustees.
- 21.03 Non-union employees who are employed under Article 21 are not entitled to participate in any of the Insured Benefits or Pension Benefits.
- 21.04 Employees do not have any interest in the Trust Fund or in the monies contributed by them or an Employer, other than a Union member's interest in his or her pension benefits. Union members are only entitled to Insured Benefits for which they are eligible in accordance with the Insured Benefits plan or plans purchased by the Trustees, and are not entitled to a refund or payment of any amount from the Trust Fund at any time, or for any reason.

Trust Fund Contributions

- 21.05 The Employer shall remit the following amounts to Coughlin & Associates Ltd., Trust Fund Administrator, at P.O. Box 764, Winnipeg, MB R3C 2L4: health and welfare, and pension amounts set out in Article 23 and Appendix “B”, as amended in accordance with Article 24.10. The Trust Fund Administrator will send the pension contributions to the Pension Plan Administrator.
- 21.06 The Employer shall remit the following amounts to UBCJA Local 1386 at 82 Timothy Ave. South, Hanwell, NB E3C 2B8: training as set out in Article 23 and Appendix “B”, as amended in accordance with Article 24.10.
- 21.07 The Employer shall remit the following amounts to the Moncton and Northeast Construction Association Inc. at 297 Collishaw St, Moncton, NB E1C 9R2: thirteen cents (\$0.13) for its Industrial Fund.
- 21.08 If directed by the Union, the Trustees shall remit (net of reasonable administrative costs if considered appropriate by the Trustees) all contributions made for or on behalf of a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of the Collective Agreement, to the trustees or administrator of a benefit or pension plan established by the Affiliated Local of which he or she is a member.
- 21.09 The Employer shall make all remittances for each month required under Articles 12 and 21, by cheque or other legal means of payment, on or before the fifteenth (15th) of the following month. The remittances shall be accompanied by a statement showing each employee’s Social Insurance Number and their total hours of worked during the month.
- 21.10 The Union reserves the right to change the amounts remitted to the above funds on implementation of the increases in the total package rate provided for during the life of this Collective Agreement.

ARTICLE 22 WAGES AND FOREMAN

- 22.01 The rate for a Journeyman shall be as follows:

Wages for Apprentices will be as described in Appendix B.

All Carpenter Foremen must be a Journeyman Member in good standing of the Carpenter’s Union Local 1386.

- 22.02 The rate for Foreman shall be Four Dollars and Fifty Cents (\$4.50) above their current Journeyman or Red Seal Journeyman basic hourly rate, depending on the members' classification. The rate for a Foreman who has completed the Union Foreman’s Training curriculum and provides a copy of the completed training certification, shall receive Five Dollars and Twenty Five Cents (\$5.25) per hour

above their current Journeyman or Red Seal Journeyman basic hourly rate; and, those who are Gold Seal certified and complete the Union Foreman’s Training curriculum and provide a copy of the completed training certification, shall receive Six Dollars (\$6.00) per hour above their current Journeyman or Red Seal Journeyman basic hourly rate. The Union shall be solely responsible for all aspects and costs associated with the delivery of its Foreman Training Program, including but not limited to instructional wages and personnel, materials, and any related expenses.

- 22.03 Where there are five (5) or more Carpenters working, there will be a Working Foreman.
- 22.04 The Employer reserves the right to move a Foreman from area to area after informing the Local Union, which has jurisdiction in the area.
- 22.05 Annual package increases shall be implemented as outlined below. The allocation of each annual increase shall be determined by a vote of the membership. The Union shall notify the Association of the breakdown no less than two (2) weeks prior to the effective date of the increase. See Appendix “B” Rates and Benefits - for the individual summary of rates and benefits.

	Red Seal Carpenters	ISM	Journeyman Carpenter
Effective Date	Annual Raise	Annual Raise	Annual Raise
July 1, 2026	\$2.00	\$2.00	\$2.00
July 1, 2027	\$2.25	\$2.25	\$2.25

Scaffolding work performed exclusively on bridges and overpasses shall be compensated at the Industrial rate. All other scaffolding work conducted on Commercial sites shall be paid at the Commercial rate and shall be subject to all terms and conditions of the Commercial Collective Agreement.

- 22.06 Welding performed as part of pile driving activities on a commercial work site shall be paid at the prevailing rate found in the current Industrial Agreement between UBC Local 1386 and Moncton Northeast Construction Association.

ARTICLE 23 PRODUCTIVITY CLAUSE

23.01 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, where after an assessment, the Employer has determined that the employee's productivity and skills are 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.

- 23.02 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. If the employee's deficiency relates to his work performance rather than attendance, punctuality, or personal behaviour, he shall be given a reasonable period to correct his work before the Employer decides whether to terminate.
- 23.03 The purpose of this clause is to reinforce the concept of a productive work force within the construction industry. This Article shall not be interpreted and applied so as to allow piecework in the construction industry.

ARTICLE 24 COMMUTING TRAVEL AND BOARD ALLOWANCE

- 24.01 In the situation where the Employer has requested and the local union is unable to supply union members from the geographic area but is able to refer a union member from outside the geographic area and the Employer agrees to hire (or accept) the referral, the Employee so hired shall receive an allowance of One Hundred and Forty Dollars (\$140.00) per day worked, effective July 1, 2026; and One Hundred and Fifty Dollars (\$150.00) per day worked, effective July 1, 2027. Where the Employer assumes responsibility for providing accommodations, in lieu of paying the Room and Board Allowance, the Employee shall be paid a subsistence allowance of fifty dollars (\$50.00) for each day worked. This does not apply to Employees hired from within the geographic area.
- 24.02 Notwithstanding the above, no travel or board allowance will be paid to any Employee whose principal residence is less than one hundred (100) road kilometres (one-way) from the project site.
- 24.03 However, should the Employer and Union mutually agree 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 and agreed to by the Union.
- 24.04 For the purposes of this Article the geographic areas are defined as 100 km (driving distance) from Dalhousie, Bathurst, Caraquet, Miramichi, Richibucto and Moncton Civic Halls.

- 24.05 An employee who is required to use his personal vehicle for employer purposes or to travel between sites shall be paid at the current Provincial per kilometre rate.

ARTICLE 25 SAFETY TRAINING

- 25.01 Both the Union and Employer recognize safety as priority and place a high value on both safe working conditions and on employees working in a safe manner. It is recognized that improving safety must be as a result of proper training and a commitment to work safe at all times.

The Employee is responsible to ensure that when training/certification, or retraining/recertification, is required they make themselves available when the training is available. Failing to do so could mean a loss of their employment or dispatch status.

25.02

- (a) All employees who are duly referred to an Employer from the out-of-work list pursuant to Article 4.02, or hired pursuant to Article 4.03, will be in possession of valid safety certifications with respect to Safety Orientation (Generic), WHMIS, and Fall Arrest. It is also agreed that where deemed necessary, and as required by the Employer, employees so hired shall have valid safety certificates with respect to Confined Space (Level 1), Manlift Training and First Aid.
- (b) The Union and the Employers shall cooperate to ensure that all Employees are provided with Confined Space (Level 1) training and shall endeavour to provide such training no later than 31 March 2021. At such time if the parties agree that all Employees have had a fair opportunity to acquire this training, Confined Space (Level 1) shall become a mandatory qualification for all Employees.

- 25.03 Employees who are hired pursuant to Article 4.04 shall be required to possess valid safety certifications with respect to Safety Orientation (Generic), WHMIS, and Fall Arrest but these qualifications shall be obtained at the cost of the Employer or the Employee and shall not be the responsibility of the Union to fund. In addition, they shall be required to have Confined Space qualifications in the same manner and under the same terms as outlined in Article 26.02. If Confined Space training cannot be provided for such employees before the required date of hire, they may be hired provided the Employer commits to the Union that such Employees will not be exposed to confined space work prior to training and the Employee must commit to become trained in Confined Space within a year of hire.

- 25.04 Notwithstanding Article 25.03, the Union may, on a case specific basis, agree to offer and fund, safety training to all Employees of a particular Employer where it is satisfied this is in the best interests of the membership and ensures that the Employer remains competitive against the non-Union sector.

- 25.05 Should legislated safety regulations change such that employees are required to certify, or re-certify, as the case may be, such re-training shall be the responsibility of the Union.

ARTICLE 26 ENABLING CLAUSE

- 26.01 The parties to this Agreement agree that from time to time particular clauses in the Agreement may cause hardship for signatory contractors in securing a share of the market place. Such being the case, the parties further agree that such clauses may be modified by mutual consent where it is deemed prudent to do so.

If either party should believe that changes are required for a particular project, they are required to notify the other party not later than one (1) week prior to the tender closing for the project, requesting a meeting of the Joint Labour Management Committee. Such a meeting shall be held forthwith with the understanding the Committee has the power to represent the parties to this Agreement and make such changes should mutual consent be found.

Notwithstanding the above, should a signatory contractor wish to discuss conditions on a particular project, the contractor must contact the Union, not less than 48 hours prior to tender closing for the project. It is understood that any agreement made shall be made available to all signatory contractors tendering on the project.

ARTICLE 27 TERM AND DURATION

- 27.01 If either of the contracting parties desire to alter or amend the terms of this Agreement at its termination, at least two (2) months notice shall be given previous to its expiration, and every effort shall be made to reach settlement on or before the expiry date thereof. Agreement to remain in effect with no changes in any part thereof until a new Agreement is signed.

This Agreement shall be in effect for a term beginning July 1st, 2026, and shall continue in force until June 30th, 2028, and shall automatically be renewed thereafter for successive periods of twelve months, unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) days prior to the expiration date of this Agreement or renewal thereof.

APPENDIX A DEFINITIONS

The work jurisdiction herein includes but not limited to the handling of all materials listed and/or equipment required to carry out the work necessary to complete the project.

Heavy engineering, highway and bridge work; industrial, commercial and institutional, home building and housing construction work, building work on pipeline construction. sewers and watermains; the milling, fashioning, joining, assembling, erecting, fastening or dismantling of materials of wood, plastic, metal, fibre, cork and composition, and other substitute materials; the on-site production of components composed of wood and substitute materials either by the operation of machinery or hand tools; the on-site production of concrete components may be precasting, poststressing or by prestressing, the handling, erecting, installation and welding of precast concrete components.

The erection, on-site fabrication and assembly and installation of store fixtures: free standing and fixed cases, rooms and boxes; the laying of all canvas roofs and decks; the application of all insulation for thermal weather-proofing or soundproofing purposes applied by any means; the welding on of all work herein mentioned; the setting, plumbing and bracing of sash made of wood, steel, aluminum, or plastic, the installation of trim made of metal, wood or composite material; rubber bumpers at holding doors or any materials referred to as trim shall be installed by Carpenters.

The construction, erecting and dismantling of all temporary buildings, shacks, tool cribs; boarding and setting all batter and board and locating lines on same.

The building, erecting and setting supports, falsework, and forms to receive concrete whether of wood, metal (not including Q-deck or similar metal deck), plastic, fibreglass or any other material; the building and setting of all centres and bulkheads; the assembly and setting of all accessories and hardware required in any form and the burning of welding of same; the removal and dismantling of forms, falsework and accessories.

Where power rigging is used for the handling, setting or dismantling of forms or any other material erected by carpenters, handling and signaling will be done by the carpenters: The on-site fabrication, handling, setting of all templates and inserts, including anchor bolts necessary for structural members or machinery and the placing and leveling of same whether rigged by hand or power: the erection, operation and alignment of all slip forms, whether hydraulic or manually operated.

The building, erecting ready for use of scaffolding and the, dismantling of same, the fabrication of all ladders, saw horses, and work benches.

The fastening on of all wooden, plastic or composition cleats no iron work other materials: the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods.

The setting of door frames and hanging of doors including man doors, overhead doors, metal clad doors, and installing hardware by any means: the setting of window frames and hanging of sash, inside and outside blinds, windows and other frames.

The on-site assembly and erection of all wood, metal, plastic and composition partitions including and welding of a plastic material, perimeter and curtain walls, whether built in place or prefabricated, the erection and installation or application of all shingles, siding, wallboard or sheets composed of wood, pulp, plastic, plaster, asbestos or composition materials or any other material including combined or faced with metal or vinyl by whatever means of fastening.

The preparation of sub-surfaces, the preparation and laying of resilient surfaces, the laying of plywood as underlayment, the fitting of all devices - metal or otherwise - and the drilling of holes, to receive the complete installation of resilient floor covering or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, natural or synthetic latex, magnesite in liquid compound - in molder molten form - on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base draperies and blinds—of metal, natural or synthetic turf or other materials.

The laying, sanding, finishing and sealing of hardwood floor including the laying of sleepers, sub floors, metal thresholds, metal or wooden base, parquet, iron bound, perma cushion and all operations necessary for the completion of installation of hardwood floors.

The installation of laboratory, institutional, fixtures and equipment, also cabinets and work-benches, bookcases and cabinets, either separately or in connection with heating or air conditioning units: the installation of blackboards, bulletin boards, billboards, meter boards and backboards of all types.

The installation of lead baffles or lead liners to walls, aluminum framing, plastic moldings and any other work incidental to same. The erection of porcelain metal panels and metal siding.

The assembling, laying-out, handling and setting of all seating in theatres, halls, churches, schools, banks, stadiums and open air theatres and other buildings or structures.

When material is stock-piled in the working area, it shall then be handled by carpenters.

The handling and installation of all mill, cabinet work and stores fixtures.

Rigging into place and setting and aligning of laminated beams, posts, trusses or arches and composition panels, both interior or exterior, and modular or prefabricated structures, the handling and erection of metal building and the installation of metal floors and elevated floors.

The erection of all safety barriers.

Pile driving work, including the handling, driving, bracing, plumbing, cutting off and capping of piling, sheet piling and tie backs whether of wood, metal or concrete, regardless of size or shape, the pulling, extracting or salvaging of such pilings and the cutting and placing of lagging.

The placing of all whaling, spring and fender lines and guard rails of wood or metal: the framing, boring, drilling or burning of holes.

The heading and splicing of wood piling and making of wood sheet piling, the welding, cutting or burning of metal, piling, the loading, unloading, framing, erecting, dismantling and handling of drivers, derricks, cranes and other pile driving equipment.

Underwater work on bulkheads, wharves, docks, caisson, bridges, viaducts and trestles, as well as salvage and reclamation work where divers are employed.

The installation and maintenance of soil stabilization systems.

Raised computer floors.

Steel jacks, wedges and clamps relating to formwork and flying formwork.

Drivers and diving tendering.

Core drilling related to underwater work

Laying out lines, measurements, grades and stades, driving and levelling stakes, building and setting all batter boards and locating lines on same as it pertains to the trade.

Lath work and related items, including gypsum lath, metal lath and metal corner beads.

Pipeliners for waterworks and power plants requiring diving,

Framing or erecting of wood buildings including prefabrication on site.

Handling of lumber and drywall.

Fabrication and setting of screens for concrete and mastic floors.

Installation of runways and stages

The erection and dismantling of all scaffolding, the erection and stripping of all formwork is the work of the Carpenters.

All carpenter work for mass timber systems and hardware, including integration into other structural elements, installation, erection, assembly, joining or jointing, alignment, finishing, and all associated tasks. Mass timber systems include, without limitation, CLT, glulam/GLT, NLT, DLT, LVL, LSL, and other engineered wood used structurally or architecturally; hardware includes all proprietary and non-proprietary connectors, plates (including knife plates), hangers, rods, fasteners (including screws, bolts and torquing to specification).

APPENDIX B RATES

CARPENTER			
	1 July 2026	1 July 2027	
Journeyman			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL	\$47.09	\$49.34	
1st Year Apprentice (75%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			
2nd Year Apprentice (85%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			
3rd Year Apprentice (90%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			
4th Year Apprentice (95%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			

INTERIOR SYSTEM MECHANIC			
	1 July 2026	1 July 2027	
Journeyman			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL	\$49.54	\$51.79	
1st Year Apprentice (75%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			
2nd Year Apprentice (85%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			
3rd Year Apprentice (90%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			
4th Year Apprentice (95%)			
Basic Hourly Rate			
Vacation Pay (10%)			
Health & Welfare			
Pension			
Training			
TOTAL			

Interior System Mechanics are to be classified depending on their drywall boarding experience:

Hours	Classification
0-1800	Apprentice Year 1
1801-3600	Apprentice Year 2
3601-5400	Apprentice Year 3
5401-7200	Apprentice Year 4
7201+	Journeyman

APPENDIX C TOOL LIST

GENERAL CARPENTER TOOLS:

claw hammer	hand saw
2' level framing square	chisel set
combination square	chalk line
pry bar	dry line plumb bob
carpenter's apron	25' or 8 m. tape (as required)
pencil	block plane
utility knife	hatchet

TOOLS FOR FORM WORK:

claw hammer	hand saw
2' level framing square	chalk line
plumb bob (12 oz. or heavier)	carpenter's apron
25' or 8 M. tape (as required)	pencil
adjustable wrench 12" or larger	utility knife
lineman pliers or end cutters	hatchet

TOOLS FOR SCAFFOLDING:

claw hammer	magnetic torpedo level
side pouch	wedge/punch
25' or 8 m. tape	adjustable wrench 12" or larger

TOOLS FOR DRYWALL AND CEILINGS:

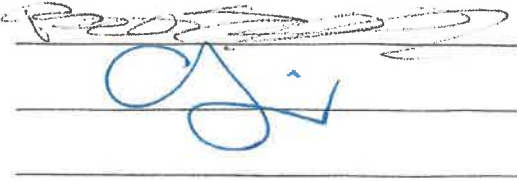
Key-hole saw	1-piece steel handle claw hammer
Utility knife & blades	Square
Chalk line and chalk	25' or 8m. tape
Pencils	8" wire snippers
Work belt	Han screwdriver
Hammer holder	Drywall nail pouch – 5 pockets
Aviation snips	Drywall tool pouch

MNECA AND 1386 COMMERCIAL AGREEMENT – 2026-2028

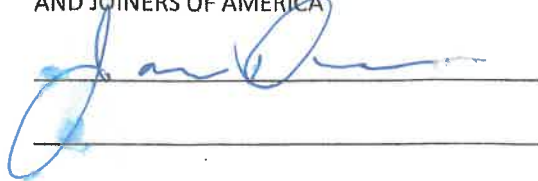
SIGNING PAGE


HEREBY SIGNED ON BEHALF OF:

THE MONCTON NORTHEAST CONSTRUCTION
ASSOCIATION INC.



THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA



WITNESS: 

WITNESS: 

Signed this 26 day of June 2026 for an effective date of the 5th date of July 2026.