

**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.

2013 - 2015

Table of Contents

ARTICLE 1	PURPOSE	4
ARTICLE 2	RECOGNITION.....	4
ARTICLE 3	MANAGEMENT RIGHTS	4
ARTICLE 4	HIRING.....	4
ARTICLE 5	COMMERCIAL HOURS OF WORK	5
ARTICLE 6	HOURS OF WORK - STRUCTURES AND WATER & SEWER.....	5
ARTICLE 7	VACATION AND STATUTORY HOLIDAYS.....	6
ARTICLE 8	APPRENTICESHIP TRAINING	6
ARTICLE 9	MAINTENANCE OF TOOLS	8
ARTICLE 10	JOB CONDITIONS.....	8
ARTICLE 11	UNION REPRESENTATIVES - SHOP STEWARD - DISCRIMINATION	9
ARTICLE 12	UNION SECURITY AND CHECK-OFF	9
ARTICLE 13	JURISDICTIONAL DISPUTE.....	10
ARTICLE 14	TERMINATION OF EMPLOYMENT OR LAY-OFF.....	10
ARTICLE 15	PAYMENT OF WAGES	11
ARTICLE 16	HEALTH & SAFETY	11
ARTICLE 17	STRIKES & LOCKOUTS	11
ARTICLE 18	LABOUR MANAGEMENT COMMITTEE.....	11
ARTICLE 19	LEAVE OF ABSENCE	12
ARTICLE 20	GRIEVANCE AND ARBITRATION	12
ARTICLE 21	SUB CONTRACTING	13
ARTICLE 22	COMMUTING TRAVEL AND BOARD ALLOWANCE.....	14
ARTICLE 23	WAGES AND FOREMAN.....	14
ARTICLE 24	HEALTH & PENSION	15
ARTICLE 25	PRODUCTIVITY CLAUSE	16
ARTICLE 26	SAFETY TRAINING	17

ARTICLE 27	ENABLING CLAUSE	17
ARTICLE 28	TERM AND DURATION	18
APPENDIX A	DEFINITIONS	19
APPENDIX B	RATES	22
APPENDIX C	TOOL LIST	24
SIGNING PAGE.....		25

ARTICLE 1 PURPOSE

1.1 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

2.1 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 Employer recognizes and agrees to implement the craft Jurisdiction of the Union.

2.2 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.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 HIRING

4.1 The Employer agrees to hire and continue to employ only members of the Union in good standing with Local Union 1386.

4.2 It shall be preferred that 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.

4.3 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.

4.4 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.

4.5 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.

4.6 The Employer will, upon request, provide to the Union the names of all Carpenters, Apprentices, Foremen and/or Tradesmen in its employ.

ARTICLE 5 COMMERCIAL HOURS OF WORK

5.1 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.

5.2 Regardless of the shift schedule there will be a lunch break of thirty (30) minutes.

5.3 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 HOURS OF WORK - STRUCTURES AND WATER & SEWER

6.1 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.

6.2 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.

6.3 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.

6.4 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

A pre job conference between the Association and the Business Agent must be held before commencing work.

(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" .

6.5 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.

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

2. 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.

6.6 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 7 VACATION AND STATUTORY HOLIDAYS

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

New Years Day	Canada Day
Victoria Day	Boxing Day
Remembrance Day	Christmas Day
Thanksgiving Day	New Brunswick Day
Good Friday	Labour 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.

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

7.3 Vacation pay shall be paid weekly.

7.4 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.

7.5 Vacation time off shall be taken at a mutually convenient time arranged between the Employee and the Employer.

ARTICLE 8 APPRENTICESHIP TRAINING

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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, Block One completed
80%, 2nd year, 1801-3600 hours at the trade, Block Two completed
85%, 3rd year, 3601-5400 hours at the trade, Block Three completed
90%, 4th year, 5401-7200 hours at the trade, Block Four 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 for the first year: sixty percent (60%) of the Journeyman's rate, adjusted as follows:

60%, 1st year
70%, 2nd year
80%, 3rd year
90%, 4th year

Note: Employees doing drywall work to the appropriate apprentice rate is at the sole discretion of the Employer.

Apprentices shall receive 100% of the journeyperson rate upon successful completion of the Interprovincial Examination.

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.

8.6 The Union and Employer agree to co-operate in the formulation and development of Apprenticeship programs.

8.7 Any dissension of the apprentices regarding any section of this Article shall be dealt with in accordance with the Constitution of the United Brotherhood of Carpenters and Joiners of America, Section 43, Articles A and B.

ARTICLE 9 MAINTENANCE OF TOOLS

9.1 (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 two (2) hours 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 listed is appended to this Agreement as Appendix C.

ARTICLE 10 JOB CONDITIONS

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

10.2 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.

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

10.4 Adequate toilet facilities shall be provided on all jobs, same to be kept clean and sanitary at all times. Where there is running water on site, the Employer shall supply flush toilets.

10.5 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.

10.6 Adequate quarters, heated when necessary, shall be provided on all jobs for Employees to change their clothes and eat their lunch.

10.7 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.

10.8 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.

ARTICLE 11 UNION REPRESENTATIVES - SHOP STEWARD - DISCRIMINATION

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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 12 UNION SECURITY AND CHECK-OFF

12.1 All Carpenter Foremen, Journeymen Carpenters, Tradesmen and Carpenter Apprentices, as a condition of employment and continued employment must be a member of the Union.

12.2 The Employer further agrees to deduct from the wages, the regularly authorized union initiation fee and forward in the same manner to the Local Union.

12.3 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.

12.4 The Employer agrees to contribute based on the amounts below per hour 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
528 MacLaren Ave.
Fredericton, NB E3A 3K7

	Journeyman	Apprentice
October 14, 2013	ten cents (\$0.10) per hour	fifteen cents (\$0.15) per hour
July 1, 2014	twelve cents (\$0.12) per hour	seventeen cents (\$0.17) per hour
July 1, 2015	fifteen cents (\$0.15) per hour	twenty cents (\$0.20) per hour

ARTICLE 13 JURISDICTIONAL DISPUTE

13.1 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 14 TERMINATION OF EMPLOYMENT OR LAY-OFF

14.1 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.

14.2 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.

14.3 On lay-off of Apprentices, the ratio of Article 7.4 shall apply.

ARTICLE 15 PAYMENT OF WAGES

15.1 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.

15.2 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.

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

15.4 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 15 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 16 HEALTH & SAFETY

16.1 On all projects, provisions of the New Brunswick Occupational Health and Safety Act will be adhered to.

16.2 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.

16.3 An Employee who is injured during working hours and requires hospitalization shall be paid until the end of the shift.

16.4 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 medical practitioner if he has been absent three (3) days or more.

ARTICLE 17 STRIKES & LOCKOUTS

17.1 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 18 LABOUR MANAGEMENT COMMITTEE

18.1 It is mutually agreed that a Labour Management Committee shall be set up in each jurisdictional area of the Province. The Committee shall hold quarterly meetings 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 19 LEAVE OF ABSENCE

19.1 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.

19.2 In the event of the death of the Employee's wife, child, mother or father, he/she shall be granted a leave of absence without pay for five (5) days.

19.3 In the event of the death of a brother or sister of an Employee, a leave of absence without pay of two (2) days will be granted to attend the funeral.

ARTICLE 20 GRIEVANCE AND ARBITRATION

20.1 The grievor shall first present his/her grievance verbally to the Foreman under whose direction he/she is, or in the case of a dismissal was working. The Employee may be accompanied by his/her Steward. The Foreman shall give his answer not later than 12:00 noon following the day on which the grievance is presented to him. If the decision of the Forman is unacceptable, the grievance shall be submitted in writing, not later than two (2) working days following the day on which the grievance -Is presented to him.

20.2 (A) The Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer concerned, or Employers' Representatives, who shall render his decision not later than two (2) working days following the presentation of the grievance to him.

(B)The Employer, or his Representative, shall be entitled to submit a grievance in writing directly to the Business Agent and/or Representative concerned who shall render his decision not later than two (2) working days following the presentation of the grievance to him.

20.3 Where a policy grievance arises, Articles 20.1, 20.2 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.

20.4 The Parties, being aware of the high cost of Arbitration, agree that they may wish to, prior to proceeding to arbitration, utilize professional Alternative Dispute Resolution Procedures as are available through the Province of New Brunswick or from other sources as a means for the settlement of disputes arising from the application of this Agreement. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

20.5 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.

20.6 The recipient of the notice shall within three (3) regular working days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within three (3) regular working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a Chairman, within the time limited, the appointment shall be made by the New Brunswick Minister of Labour upon the request of either party.

20.7 The Arbitration Board shall hold a hearing within four (4) days after the grievance is submitted to them and the Board shall render their decision not later than seven (7) days after the completion of the hearing.

20.8 Except in the 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 procedure has been completed, and the decision of the Arbitrator is submitted to the parties.

20.9 The Arbitrator shall have the jurisdiction and 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;
- (c) award compensation, including damages; and
- (d) the Arbitrator shall in no way be empowered to alter or amend the terms of the Collective Agreement without the written consent of both parties to this Agreement.

20.10 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee or Employer affected by it. The Association and the Union will co-operate in making sure that if an award is made and not appealed that either party will institute the Arbitrators decision at the earliest possible date.

20.11 The cost of each arbitration case shall be borne as follows:

- (a) Employer to pay for their Appointee
- (b) Union to pay for their Appointee
- (c) Cost of the Chairman to be borne equally by both parties.

ARTICLE 21 SUB CONTRACTING

21.1 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.

21.2 The Employer may contract or subcontract any of the work within the Union's jurisdiction provided the person or party to which the work is being contracted, as part of the terms of such Contract, agrees to be bound by the terms of this Collective Agreement as if it were signatory party.

21.3 Notwithstanding Article 20.2, the Employer may contract out or subcontract work within the Union's jurisdiction provided the following conditions are met.

Where the Employer has used a contractor who is not signatory to the Collective Agreement, the Employer may subcontract this specialized work to a person or persons provided:

- (a) The Employer seeks and obtains written permission from the Union, which permission will not be unreasonably withheld, and

(b) The Employer and the subcontractor(s) agree to pay for such work permit, as the Union shall, in its discretion, require for each person employed in the specialized work under such subcontract.

ARTICLE 22 COMMUTING TRAVEL AND BOARD ALLOWANCE

22.1 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 ninety dollars per day (\$90.00) in lieu of. If the Employer name hires 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 23 WAGES AND FOREMAN

23.1 The rate for a Journeyman shall be as follows:

	October 14, 2013	July 7, 2014	July 6, 2015
Carpenter		Due to the newness of the health and welfare plan and the unknown experience ratios the distribution may be modified. Such modifications will coincide with increases scheduled for July 1, 2014 and July 1, 2015, and will be provided at least one month in advance of those dates.	
Basic Hourly Rate	22.63		
Vacation Pay (10%)	2.26		
Health & Welfare	1.68		
Pension	1.35		
Training	0.57		
Local 1386 UBCJA (Art 12.4)	0.10		
TOTAL	\$28.59	\$29.34	\$30.09

Interior System Mechanic (Dry Wall)	October 14, 2013	July 7, 2014	July 6, 2015
Basic Hourly Rate	24.63	Due to the newness of the health and welfare plan and the unknown experience ratios the distribution may be modified. Such modifications will coincide with increases scheduled for July 1, 2014 and July 1, 2015, and will be provided at least one month in advance of those dates.	
Vacation Pay (10%)	2.46		
Health & Welfare	1.68		
Pension	1.60		
Training	0.57		
Local 1386 UBCJA (Art 12.4)	0.10		
TOTAL	\$31.04	\$31.79	\$32.54

Wages for Apprentices will be as described in Appendix B.

All Carpenter Foremen subject to 22.1 must be a Journeyman Member in good standing of the Carpenter's Union Local 1386.

23.2 The rate for Foremen shall be \$4.00 above the journeyman. It is expected that all members hired as foreman have availed themselves of the foreman training provided by the New Brunswick Building Trades Council, the same to be paid for from the Union Training Fund.

23.3 Where there are five (5) or more Carpenters working, there will be a Working Foreman.

23.4 The Employer reserves the right to move a Foreman from area to area after informing the Local Union, which has jurisdiction in the area.

ARTICLE 24 HEALTH & PENSION

24.1 (A) The Employer and the Union confirm the establishment of the New Brunswick Carpenters Health Insurance Trust Fund (the Trust) in accordance with a Trust Agreement (the Trust Agreement) Between the Union and the Employer, and their designated Trustees. The purpose of the Trust Fund is to provide Health and other insured benefits the Trustees, in their sole discretion, determine (the Insured Benefits) for Union members to the extent that the funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Council.

The Trustees may, in their discretion in accordance with the Trust Agreement, (i) establish programs to permit employees of the Union and employees of an Employer (including the Association) to participate in one or more of the Insured Benefits, (ii) establish self paid programs for retired members of the Union to participate in one or more of the Insured Benefits, and (iii) permit members of another Local of the United Brotherhood of Carpenters and Joiners of America (Affiliated Locals) to participate in one or more of the Insured Benefits.

Non-Union employees employed under Article 21 of this Collective Agreement are not entitled to any of the Insured Benefits or Pension Benefits.

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 plan or plan purchased by the Trustees to provide the Insured Benefits and are not entitled to a refund or payment of any amount from the Trust Fund at any time or for any reason.

(Due to the newness of the health and welfare plan and the unknown experience ratios the distribution below may be modified. Such modifications will coincide with increases scheduled for July 1, 2014 and July 1, 2015, and will be provided at least one month in advance of those dates.)

(B)(i) Carpenter

The Employers shall pay Three Dollars and Sixty Cents (\$3.60) on a straight time basis under this collective agreement to the Trust Fund. From this Three Dollars and Sixty Cents (\$3.60) the Trustees shall:

- (i) pay Thirteen Cents (\$0.13) to the Moncton Northeast Construction Association as a contribution to its Industrial Fund;
- (ii) pay Fifty-seven Cents (\$0.57) to the Carpenters Training Trust Fund;
- (iii) pay One Dollar and Thirty-five Cents (\$1.35) for the purchase of Pension Benefits; and
- (iv) apply the remaining amount towards the purchase of Insured Benefits for Union members and the costs of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees).

The Employer shall remit the amounts to be paid under this collective agreement in accordance with the terms of this Article.

(B) (ii) Interior System Mechanic

The Employers shall pay Three Dollars and Eighty-Five Cents (\$3.85) on a straight time basis under this collective agreement to the Trust Fund. From this Three Dollars and Eighty-Five Cents (\$3.85) the Trustees shall:

- (i) pay Thirteen Cents (\$0.13) to the Moncton Northeast Construction Association as a contribution to its Industrial Fund;
- (ii) pay Fifty-Seven Cents (\$0.57), to the Carpenters Training Trust Fund,
- (iii) pay One Dollar and Sixty Cents (\$1.60) for the purchase of Pension Benefits; and
- (iv) apply the remaining amount towards the purchase of Insured Benefits for Union members and the costs of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees).

The Employer shall remit the amounts to be paid under this collective agreement in accordance with the terms of this Article.

(C) 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 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 benefit plan established by the Affiliated Local of which he or she is a member.

(D) The Employer shall contribute all contributions and payments for each cheque or other means of payment on or before the Fifteen (15th) of the following month to the New Brunswick Carpenters Health Insurance Trust Fund to Belmont Financial, 580 Main Street, Hilyard Place, Saint John, N.B., E2K 1J5, and shall provide Belmont Financial with each employee's Social Insurance Number and total hours worked during the month

24.2 The Union reserves the right to change the amounts remitted to the above funds on implementation of the increase in the total package rate that becomes during the life of this Agreement.

ARTICLE 25 PRODUCTIVITY CLAUSE

25.1 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.

25.2 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.

25.3 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 26 SAFETY TRAINING

26.1 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.

26.2 All employees who are duly referred to an Employer from the out-of-work list pursuant to Article 4.2, or hired pursuant to Article 4.3, 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. (Management proposal called for Foremen to receive Leadership in Safety Excellence Training but this was not specifically discussed on July 22)

26.3 Employees who are hired pursuant to Articles 4.4 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.

26.4 Notwithstanding Article 27.3, 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.

26.5. 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 27 ENABLING CLAUSE

27.1 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 and 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 28 TERM AND DURATION

27.1 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 October 14, 2013, and shall continue in force until June 30, 2016, 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 watermain; 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, fiberglass 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 drivers 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.

APPENDIX B RATES

CARPENTER			
	October 14, 2013	July 7, 2014	July 6, 2015
Journeyman			
Basic Hourly Rate	22.63		
Vacation Pay (10%)	2.26		
Health & Welfare	1.68		
Pension	1.35		
Training	0.57		
Local 1386 UBCJA	0.10		
TOTAL	\$28.59	\$29.34	\$30.09
1st Year Apprentice (75%)			
Basic Hourly Rate	16.97		
Vacation Pay (10%)	1.70		
Health & Welfare	1.68		
Pension	1.35		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$22.42		
2nd Year Apprentice (80%)			
Basic Hourly Rate	18.10		
Vacation Pay (10%)	1.81		
Health & Welfare	1.68		
Pension	1.35		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$23.66		
3rd Year Apprentice (85%)			
Basic Hourly Rate	19.24		
Vacation Pay (10%)	1.92		
Health & Welfare	1.68		
Pension	1.35		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$24.91		
4th Year Apprentice (90%)			
Basic Hourly Rate	20.37		
Vacation Pay (10%)	2.04		
Health & Welfare	1.68		
Pension	1.35		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$26.16		

Interior System Mechanic			
	October 14, 2013	July 7, 2014	July 6, 2015
Journeyman			
Basic Hourly Rate	24.63		
Vacation Pay (10%)	2.46		
Health & Welfare	1.68		
Pension	1.60		
Training	0.57		
Local 1386 UBCJA	0.10		
TOTAL	\$31.04	\$31.79	\$32.54
1st Year Apprentice (60%)			
Basic Hourly Rate	14.78		
Vacation Pay (10%)	1.48		
Health & Welfare	1.68		
Pension	1.60		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$20.26		
2nd Year Apprentice (70%)			
Basic Hourly Rate	17.24		
Vacation Pay (10%)	1.72		
Health & Welfare	1.68		
Pension	1.60		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$22.96		
3rd Year Apprentice (80%)			
Basic Hourly Rate	19.70		
Vacation Pay (10%)	1.97		
Health & Welfare	1.68		
Pension	1.60		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$25.67		
4th Year Apprentice (90%)			
Basic Hourly Rate	22.17		
Vacation Pay (10%)	2.22		
Health & Welfare	1.68		
Pension	1.60		
Training	0.57		
Local 1386 UBCJA	0.15		
TOTAL	\$28.39		

Classification of employees doing drywall work to the appropriate apprentice rate is at the sole discretion of the Employer and effective October 1, 2010 such rates shall be: 1st year @ 60% of the journeyman rate, 2nd year @ 70% of the journeyman rate, 3rd year @ 80% of the journeyman rate, and 4th year will remain @ 90% of the journeyman rate.

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:

combination square	claw hammer or drywall hatchet
2' level	tool belt (side pouches)
utility knife	25' or 8m. tape (as required)
pencil	chalk line
dry lines	plumb bob
lineman's pliers	snips (left or right handed)
T-square	key hole saw

SIGNING PAGE

HEREBY SIGNED ON BEHALF OF:
THE MONCTON NORTHEAST
CONSTRUCTION ASSOCIATION INC.



Bill Schenkels

THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA



President

WITNESS:



WITNESS:



THIS AGREEMENT WAS SIGNED THIS 1st DAY OF November 2013