

COMMERCIAL & INSTITUTIONAL AGREEMENT

BETWEEN

SAINT JOHN CONSTRUCTION ASSOCIATION INCORPORATED ON
BEHALF OF ITS ACCREDITED MEMBERS

AND

INTERNATIONAL ASSOCIATION OF
HEAT AND FROST
INSULATORS AND ALLIED WORKERS LOCAL
#131

2021-2025

)

DEFINITION OF COMMERCIAL WORK:

DEFINITION OF COMMERCIAL WORK:
DEFINITION OF INDUSTRIAL WORK.

ALL WORK THAT IS NOT COVERED UNDER THE

DEFINITION OF INDUSTRIAL WORK:

- POWER PLANTS
- PULP & PAPER MILLS MINING
- OPERATIONS REFINERIES
- HEAVY WATER PLANTS
- SHIPYARDS
- DRY DOCK FACILITIES
- AUTOMOBILE ASSEMBLY PLANTS
- SMELTERS
- FOUNDRIES

TABLE OF CONTENTS

Contents

ARTICLE 1 - APPLICATION OF AGREEMENT.....	1
ARTICLE 2 - APPLICATION OF AGREEMENT.....	1
ARTICLE 3 - RECOGNITION OF UNION	2
ARTICLE 4 - SUBCONTRACTING.....	2
ARTICLE 5 - MANAGEMENT RIGHTS.....	2
ARTICLE 6 - WAGES, RATES AND CLASSIFICATIONS.....	3
ARTICLE 7 - HOURS OF WORK	5
ARTICLE 8 - OVERTIME.....	7
ARTICLE 9 - RATIO.....	8
ARTICLE 10 - OUT OF TOWN WORK	8
ARTICLE 11 - QUALITY OF WORK.....	9
ARTICLE 12 - UNION OFFICE	10
ARTICLE 13 - INVALID CLAUSE.....	10
ARTICLE 14 - UNION SECURITY.....	10
ARTICLE 15 - JOINT TRADE BOARD	11
ARTICLE 16 - ARBITRATION	11
ARTICLE 17 - HEALTH AND WELFARE	12
ARTICLE 18 - TERM AND DURATION.....	13
APPENDIX A	15
APPENDIX B	18
APPENDIX B	19
APPENDIX B	20
APPENDIX B	22
APPENDIX C	23

BETWEEN SAINTJOHN CONSTRUCTION ASSOCIATION AND IT'S ACCREDITED
MEMBERS
AND
INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERSLOCAL
#131

HEREINAFTER CALLED
THE UNION OF THE SECOND PART

ARTICLE 1 - APPLICATION OF AGREEMENT

1.1 The provisions of the Agreement shall be binding upon the parties hereto within the Province of New Brunswick.

1.2 The Employer further agrees that on all operations outside of the chartered territory of the Union he will abide by the rates of pay, rules and working conditions established by Collective Bargaining Agreement between the local Insulation Contractors and the Local Union in that jurisdiction.

Employers may send a Journeymen, and in the event of insufficient supply of local labour in that territory, such additional Employees as may be necessary, and in addition to Payment of transportation costs, the wages and other conditions established in this Agreement in force in the area where the work is done, whichever is most favourable to the Union, shall apply.

ARTICLE 2 - APPLICATION OF AGREEMENT

2.1 This agreement covers the rates of pay, rules and working conditions of all Journeymen and Apprentices covered by this Agreement and employed by an Employer signatory to or otherwise committee to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 131, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, moulding, spraying, pouring, mixing, handling, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, lead and mold remediation and thermography and/or weather-proofing of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or to create voids, or on either piping fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control, fireproofing, firestop, or sound proofing and the application of all protected finishes and asbestos removal. This is also to include all labour connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local No. 131. This article does not include the manufacture of pipe covering and/or fittings in one-piece halves nor the facing of flexible blanket duct insulation.

2.2 Where the Employer's Journeymen and Apprentices are fully employed or are not properly qualified and the employer is not able to employ members of the Union who are qualified for a particular job, the Employer may subcontract for the same, to an established registered insulation company who is or is willing to become signatory to this Agreement.

2.3 The foregoing is to include alterations and repairing of work similar to the above and the use of all materials for the purpose mentioned.

ARTICLE 3 - RECOGNITION OF UNION

- 3.1 The Employer hereby recognizes the Union as the exclusive Collective bargaining agent for Journeymen and Apprentices who perform any of the duties as described in Article 2 hereof.
- 3.2 The Employer will notify the Union by fax/email when an Employee is hired or laid off or terminated within forty-eight (48) hours.
- 3.3 The employer will ensure that all new employees will obtain a referral slip from the Union and the Union agrees to give a work referral slip to anyone hired under the terms of this agreement.

ARTICLE 4 - SUBCONTRACTING

- 4.1 The Employer agrees that he will not sublet or contract out any work described in Article 2 except as noted therein and the Union agrees not to contract, sub-contract or estimate on work nor allow its membership to do so nor act in any trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a corporation or their representative or agents shall execute any of the work of application of materials and in no case shall any member of the Union estimate on or give any labour figures.
- 4.2 The Union agrees not to supply their members or to permit their members to work directly or indirectly for any individual or corporation who have called tenders in any manner from one or more insulation contractors and then proceeded to do the work themselves.
- 4.3 The Union will not recognize or supply manpower to any Contractor unless he becomes signatory to this Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Union recognizes and acknowledges that it is the undisputed right of the Employer to operate and manage its business and that, subject to the terms and provisions of this Agreement the right to select, hire, transfer, promote, demote, layoff, suspend or discharge an Employee for just cause and to maintain discipline and efficiency of the Employees is the exclusive function and responsibility of the Employer and that, in order to provide opportunities for continued employment, good working conditions, and good wages, the Employer must maintain a position enabling it to compete in a competitive business and to operate at the lowest possible costs, consistent with fair labour standards.

ARTICLE 6 - WAGES, RATES AND CLASSIFICATIONS

6.1

(A) Journeymen in charge of jobs shall be paid the following:

0-5 employees	\$1.25
6-10 employees	\$2.50
10+ employees	\$4.00

(B) Such Journeyman will be appointed at the company's discretion.

(C) Journeymen shall be paid at the following rates during the term of this agreement from:

	On Signing	01-Nov-22	01-Nov-23	01-Nov-24
Rate	\$ 23.27	\$ 24.17	\$ 25.30	\$ 26.65
Vacation Pay 11%	\$ 2.56	\$ 2.66	\$ 2.78	\$ 2.93
H&W	\$ 3.29	\$ 3.29	\$ 3.29	\$ 3.29
Pension	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
Safety	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Skills	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Total	\$ 31.12	\$ 32.12	\$ 33.37	\$ 34.87

Red Seal Journeymen working under the Commercial Agreement shall receive Two Dollars and Fifty Cents (\$ 2.50) above the journeyman rate of pay in Article 6.1(C).

(D) Journeyman Upgrade Contract - All non-Red Seal journeymen working under the Commercial Agreement who opt to sign the Journeyman Upgrade Contract, Appendix C shall be paid as per the following:

- 1) Sign the J.U.C. and successfully complete Step 1 Online Training - \$ 0.75 above the journeyman rate of pay in Article 6.1(A)
- 2) Enter and successfully complete Step 2, Pattern Development Classes - receive an additional \$ 0.75 above the rate established in (1) above.
- 3) Successful completion of the Red Seal upgrader and successful completion of the Red Seal Exam of the Province of N.B. - Receive an additional \$ 1.00 above the rate established in (2) above.

If at any time he/she fails to complete a Step, they will lose the incremental increase and must begin the Step again.

(E) Re: Vacation Pay Remittance It is agreed that all Vacation Pay will be paid in accordance with the New Brunswick Vacation Pay Act, except that the rate will be at eleven percent (11%) of their wages. All vacation Pay is to be paid weekly. This should be taxed and shown on the Employee's pay stub.

6.2

- A. Apprentices shall be paid at the following rate during the term of this Agreement.

1st Year Apprentice 65%
 2nd Year Apprentice 75%
 3rd Year Apprentice 85%
 4th Year Apprentice 95%

- B. Wages are to be paid by Direct Deposit on Thursday, to the employee's bank of choice, pay stub on Thursday by Three o'clock (3:00 PM) of each week. All deductions must be clearly shown. If a holiday should fall on a Friday, then the employee shall be paid by Direct Deposit on Wednesday. If Direct Deposits fail to arrive, then suitable arrangements will be provided to rectify same.

6.3

- A. When an Employee terminates his employment from the company of his own accord, he shall be paid on the next regular pay day. If an employee on Room and Board and Travel leaves of his own accord, he shall forfeit such allowances for that day.
- B. Where employment is terminated by the Employer, the Employee shall be given at least two (2) hours notice. The Record of Employment will be mailed within two (2) working days after termination of employment, wages to be paid by direct deposit within two (2) working days.

- 6.4 Indentured Apprentices shall not be eligible for Trade Certification examinations until after having worked 7,200 hours in the trade. Apprentices shall be required to work 1,800 hours in order to complete each Block of his or her apprenticeship.

All apprentices shall be indentured to the Joint Apprenticeship Training Committee and will be required to attend training courses when and as required by the Province of New Brunswick. Willful failure to attend courses will result in revocation of apprenticeship.

Indentured apprentices shall not be eligible for trade certification examinations until after having served the required periods of time in compliance with the requirements of the Joint Apprenticeship Training Committee and the Province of New Brunswick

All "organized members" must either become indentured apprentices, challenge the red Seal Exam and pass, or sign the Journeyman Upgrade Contract and successfully complete the Red Seal exam.

- 6.5 (A) The Employer agrees that it shall be a condition of employment of all Employees, subject to the terms of this Agreement, that from commencement of employment, all Employees shall pay the regular Union Dues. Said dues to be deducted weekly and forwarded to the Union on the fifteenth (15th) of each month, along with a list of names of the Employees from whom deductions have been made. New Employees names, *social* insurance number, and address shall be forwarded to the Union.

(B) The Employee shall contribute forty Cents (\$0.40) per hour worked into the Local# 131 Recovery Fund, Appendix B. This is to be deducted and remitted as per Article 6.5(A).

ARTICLE 7 - HOURS OF WORK

7.1

- (A) Regular workday shall be eight (8) hours, Monday to Friday between 7:00 AM and 5:00 PM. Starting time and finishing time will be dependent on the job site conditions and location. Regular work week will be forty (40) hours. Where special circumstances make it necessary to work other than the regular hours, exclusive of overtime and holidays, and in the case of two or more shifts being employed, the second shift shall be paid at time and one-eighth. The third shift shall be at time and one-quarter. All shifts shall be eight (8) working hours and Employees shall have eight (8) hours free time between shifts or overtime shall be paid for the shifts or hours worked. A fifteen (15) minute rest break shall be taken near the mid-point of each half shift and a one-half hour meal break shall be taken near the mid-point of each shift.
- (B) When an Employee reports for work, and there is no work due to job conditions or inclement weather, he shall receive two (2) hours pay.
- (C) During regular working hours should it become necessary to close the job down due to inclement working conditions, the Employee shall be paid two (2) hours in excess of hours worked up to a maximum of eight (8) hours per day. Employee to remain on job for period of time paid.
- (D) When it is found necessary on a job to have continuous work through the regular lunch hour, double time shall be paid, and will continue until such time as an appropriate lunch hour shall be given, when authorized by head office. (5)
- (E) It is also agreed that Employees working on out-of-town jobs away from their home as per Article 10, will receive eight (8) hours per day when there is no work due to job conditions.
- (F) Should an Employee be unable to go to work by 9:00 A.M. he shall phone the head office, collect, to advise his absence.

7.2

- A. Employees shall be notified prior to the end of the previous shift that they will be working overtime or will be provided a meal furnished by the Employer or will receive pay for the meal hour at over-time rates.
- B. In addition to this meals will be provided every four (4) hours while working overtime, or receive pay for their meal hour at overtime rates.

7.3

- A. Employee shall not be compelled to punch the clock; however the procedure is used in any establishment, the worker shall co-operate by conforming to the procedure as established in any plant where insulation work is to be performed.
- B. Should it be necessary to install time clocks on individual projects, the Union and the company will negotiate a procedure for use of same.

7.4

The Employer shall make every reasonable effort to provide adequate heated quarters on all jobs for employees to eat lunch, and for storage of tools. Such areas are to be separated. Drinking water will be provided when necessary. Storage box to be kept locked at all times. Tools for foamless are to be provided by the Employer. Tools for Stainless Steel will be supplied for all work involving .016 inch corrugated and up.

7.5

Employee must arrive on the job wearing coveralls. Coveralls must be worn on the job as a condition of employment. Employees will not be permitted to work unless coveralls are worn. SUBJECT TO CONDITIONS IN ARTICLE 13.1.

7.6

Compressed Work Week

- A. The Employer may schedule the regular work week in four consecutive ten (10) hour days at straight time rates of pay. The four ten (10) hour days shall be scheduled during a Monday to Thursday or Tuesday to Friday period. Such compressed work weeks may be worked as shift work and premiums will apply for afternoon shifts.
- B. A fifteen (15) minute rest breaks shall be taken near the mid point of each half shift and a one-half hour meal break shall be taken near the mid point of each shift.
- C. If the project requires that the four Ten (10) hours days becomes five ten (10) hour days, then the Employer may revert back to regular working hours with overtime.
- D. When working a compressed week, Travel and/or Board allowances will be paid for per day worked and will be pro-rated to an hourly rate due to absenteeism. This will not apply if the job is shut down as per Article 7.1 (C) or has a valid excuse or reason.
- E. When working a compressed work week (Monday to Thursday), Friday, Saturday and Sunday are overtime days. Friday will be paid at time and one half the straight time rate of pay. Saturday and Sunday shall be paid at double the straight time rate of pay. Alternately, if the compressed work week is Tuesday to Friday, then Monday will be paid at time and one half of the straight time rate of pay. Saturday and Sunday will be paid at double the straight time rate of pay. All holidays when worked shall be paid at double the straight time rate of pay.
- F. If a holiday falls on a workday while a compressed work week is in effect, all hours worked in excess of thirty (30) hours shall be overtime.
- G. If a holiday falls on the three-day weekend, the next working day will be observed as the holiday.
- H. It is also agreed that employees working on out-of-town jobs away from their homes as per Article 10, will receive ten (10) hours per day when there is no work due to job conditions.

ARTICLE 8 - OVERTIME

8.1

- A. All work in excess of eight (8) hours per day shall be considered overtime and shall be paid at time and one half (1-1/2) the regular rate.
- B. Saturday, Sunday and observed Holidays to be paid at double time regardless of job location. Employees called to work Saturday, and Sunday will be guaranteed three (3) hours pay at double time should they work less than eight (8) hours. When called back during the regular week, two (2) hours guaranteed at double time. Employee must remain on the job to qualify. Overtime work is not compulsory; however, Union officials will encourage the working of overtime during an emergency.
- C. The observed unpaid Holidays are:

New Year's Day	Labour Day
Family Day	National Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
New Brunswick Day	Boxing Day

and any other day proclaimed by the Federal or Provincial Government as a Holiday and in the event any such Holiday falls on a Saturday or Sunday, the day observed by the Federal or Provincial Government shall be deemed the Holiday.

8.2

No work shall be performed on Labour Day except in special cases of emergency and then only when Triple Time is paid. When a holiday falls on Saturday or Sunday, the day designated by statute shall be observed.

ARTICLE 9 - RATIO

9.1

- A. The ratio of Journeymen to Apprentice shall be one (2) Journeyman to one (1) Apprentice
- B. No Apprentice shall be required to take charge or oversee or direct any work normally done
- C. by a Journeyman unless he receives Journeyman wages, and only if no Journeyman is available,
- D. subject to work being done on an individual job basis.

9.2

- A. Emergency helpers shall be allowed in numbers agreed upon by the Employer and the Union's Business Agent or other authorized officer specifically on a job basis, such helper not to be counted in the foregoing ratio for the duration of the emergency.
- B. No emergency helpers shall be hired until all Union men, acceptable to both parties are employed. The Union must have forty-eight (48) hours, two (2) working days, notice in order to supply manpower.

ARTICLE 10 - OUT OF TOWN WORK

10.1

When on out of town jobs away from their homes, Employees shall receive free transportation and the following per day worked for Room and Board. Should the Board exceed the rate stipulated, then the Employer will pay the excess provided proper receipts are shown for the full amount. Employees hired on job sites will not receive Room and Board. Travel and/or Board will be pro-rated to an hourly rate due to absenteeism. This will not apply if the job is shut down as per Article 7.1 (c) or a valid excuse or reason.

	29-Nov-21	01-Nov-22	01-Nov-23	01-Nov-24
Rate	\$ 90.00	\$ 95.00	\$ 100.00	\$ 110.00

10.2

- A. While travelling Employees shall receive eight hours (8) pay for every twenty-four (24) hour period and if travelling at night sleeping accommodations will be provided by the Employer.
- B. Furthermore, there will be a sixteen (16) kilometre zone, and a thirty-two (32) kilometre travel zone at mileage rates of fifty cents (\$.50) per road kilometre. Beyond the total of fifty (50) kilometres, Board will be paid per 10.1. The free mile zone and travel zone will be taken from the employees' residence.
- C. If no sleeping accommodations are provided then Employees shall receive pay at straight time for actual amount of hours travelling over their regular eight (8) hours per day. If the travelling takes place on week-ends, the overtime rate shall apply.
- D. Where work is being done on job sites outside the Employees home area, he shall be required to take his regular turn in going outside their home area providing the Employer is of the opinion that he has the ability and knowledge necessary to perform the work. Refusal to take a regular turn will result in the Employee so refusing being subject to layoff until his refusal has been reviewed by the Joint Trade Board and a decision made in respect hereto.

- E. On the event of work extending for a prolonged period, mileage per car, but no travelling time, to and from the job, to and from the Employees home is to be provided on the following basis: Jobs within New Brunswick - Once every three weeks, Jobs outside New Brunswick - Once every two months, Definition of Transportation will be as follows: Employees shall receive mileage if they use their own car, and Employees who are passengers shall receive bus fare only.
- F. The following items will be provided for spray works only:

Boot Allowance	\$200.00/6months for spray	Nozzle person Only
Spray Premium	\$2.50 above journeyman rate	Nozzle person Only

ARTICLE 11 - QUALITY OF WORK

- 11.1 Employees shall be considered "at work" for a company from the time they start employment and they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until two (2) hours notice has been given to the company.
- 11.2 Journeymen in charge of out-of-town operations where Board is paid shall complete the same before leaving shop of Employer.
- 11.3 All Employees shall own and be in possession of the following necessary tools of the trade on the job site at all times. The Employees are required to sign for all hand tools not listed below and are required to return same after completion of job, or at the Employer's request.
- 1 set Dividers
 - 1 - 11" Flat Trowel
 - 3 Pair Aviation Snips M 1-M2-M31
 - screwdriver
 - 1 pair 10" Scissors
 - Ice Pick
 - 1- 6" Pointer
 - 2 Springs and/or Rubber Bands 1- 4"
 - Paste Brush
 - 1-8" Cutter Pliers
 - 1 Sewing Kit
 - 1 -10" Knife
 - 1 - 3 Meter Metric Tape - 1 12" Ft. Imperial tape
 - 1- 18" Double-sided Saw
 - 1 Hammer
- The Employer reserves the right to conduct random tool inspections on site at the Employer's discretion.
- 11.4 Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it penalized. When work is not complete to the satisfaction of the owner and/or Employer and/or has not met specifications, the Employer may refer the matter to the Joint Trade Board, which shall meet to consider the complaint within two (2) days of the making of the complaint. If the Joint Trade Board considers that the inferior workmanship is the result of negligence or faulty work of an Employee such Employee shall return to complete the inferior work in a proper manner at his own expense and without payment of wages.

11.5

The Union and Company agrees there shall be no limitation or restrictions placed upon the individual working efforts of Employees.

ARTICLE 12 - UNION OFFICE

12.1

The Union shall have a permanent office address with telephone service, where their business agent or authorized officer can be communicated with each working day for the purpose of answering inquiries and providing necessary service to the trade. All communications including grievances and disputes shall be through the auspices of the Union office as described.

ARTICLE 13 - INVALID CLAUSE

13.1

Any portion of this Agreement found to be in violation of existing Federal or Provincial Law shall become inoperative and the balance of the Agreement as such continue in full force and effect until date of expiration.

ARTICLE 14 - UNION SECURITY

14.1

All Journeymen and Apprentices now in the employ of the Employer shall become and remain members in good standing in the Union during the term of this Agreement. Apprentices must make application to the Union after one (1) month at the trade. The union will notify the employer in writing if such application is accepted.

14.2

Notwithstanding anything herein contained the Employer shall be obliged to discharge any Employee because his Union membership is terminated and where his membership is terminated by voluntary resignation or by expulsion. The Union must notify the employer by registered mail.

14.3

Employer agrees to give preference to qualified members of Local #131.

14.4

In the event of a lay-off, the contractor must notify the Union Office.

14.5

A Shop Steward may be appointed by the Business Manager on Job Sites where Union Members per shift are employed. Appointee shall be a qualified Journeyman in good standing from Local 131, mutually agreed upon. Employer shall be notified in writing of such appointment. Shop Steward's tenure will apply to individual jobs only and will cease upon completion of the job.

14.6

The local Union may, in order to secure jobs for its members and contracts for Employers who are bound by this Agreement, but are bidding on contracts against contractors who are not parties to this Collective Agreement, amend or delete any of the terms and conditions in this Collective Agreement subject to the terms of Appendix "A".

ARTICLE 15 - JOINT TRADE BOARD

- 15.1 There shall be a Joint Trade Board consisting of two (2) representatives of all Employers and two (2) members of the Union. The Joint Trade Board shall have the right to investigate all labour operations of the parties to this Agreement within its prescribed limits so far as any of the provisions of this Agreement are involved, in connection with which any questions may arise, and for this purpose shall have the right to summon, question and examine the Employer and the Union, or their representative or agents, or any Employee.
- 15.2 Trade disputes or grievances shall be settled without cessation of work, and in cases where the parties to this Agreement fail to agree, the matter of dispute shall be referred to the Joint Trade Board.
- 15.3 In case any disputes arise, notice must be given in writing to the Secretary of the Joint Trade Board and/or the Saint John Construction Association by aggrieved party within ten (10) working days. When the Joint Trade Board receives a grievance it shall have seven (7) working days within the time limited hereby, the grievance may be taken to arbitration according to Article 16 hereof within twenty-one (21) working days. 15.3(A) Should a Union member be unacceptable to an Employer, then the Union and/or Employer will refer the matter to the Joint Trade Board for appropriate action. All time limits in this Article may be extended by mutual agreement of the parties.
- 15.4 The Joint Trade board shall be governed by the following by laws:
- 1) Regular meeting shall be held quarterly in January, April, July and October.
 - 2) Special meetings shall be called by the Chairman on written request, of either side, stating the object for which the meeting is to be called, but no matters shall be discussed at special meetings except those designated in said written request.
 - 3) Four (4) shall constitute a quorum, two (2) from each side, neither shall cast more ballots than the other.
 - 5) The vote on all questions of violations of this Agreement shall be by secret ballot.
 - 6) It shall require a majority vote to carry out question.
 - 7) The Joint Trade Board shall have the power to impose fines or other penalties where agreed by vote, as above provided for, that any of the Articles of this Agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the party of the first part or the party of the second part, as the case may be, and the charitable disposition monies so collected shall be decided by the Joint Trade board.

ARTICLE 16- ARBITRATION

- 16.1 In case a vote on any question before the Joint Trade Board is deadlocked so that no majority vote can be obtained for or against any question to the Board shall select a single Arbitrator to the dispute. If the Board is unable to agree on an Arbitrator an application will be made to the Minister of Labour of New Brunswick for an order designating an Arbitrator. Such Arbitrator shall decide the dispute and his award shall be binding on the parties to this Agreement.

ARTICLE 17 - HEALTH AND WELFARE

17.1

- A. The Employer and the Union confirm the establishment of the New Brunswick Heat and Frost Health Insurance Trust Fund (the Trust Fund) 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) and pension benefits for Union members to the extent that funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and by the Employer in accordance with the Trust Agreement. 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 and pension benefits, (ii) establish self payment 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 International Association of Heat and Frost Insulators and Allied Workers (Affiliated Locals) to participate in one or more of the Insured Benefits and pension benefits.

Employees who are emergency helpers (non-union employees) employed under Article 9.2 of this Collective Agreement are entitled to pension benefits and Insured Benefitsexcept for Long Term Disability Benefits.

Employees do not have any interest in the Trust Fund or in the monies contributed by them or an Employer other than an Employee's interest in his or her pension benefits. Employees are only entitled to the Insured Benefits for which they are eligible in accordance with the plan or plans 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.

- B. It is a condition of employment and compulsory that all Employees pay Twenty-five Cents (\$0.25) for each hour worked on a straight time basis from his or her hourly rate to the TrustFund to be applied first to the purchase of Long Term Disability Benefits for Union members only (non-union members are not entitled to long term disability benefits), then to purchaseaccidental death and dismemberments benefits, then to purchase Term Life Insurance, and then to the purchase of other Insured Benefits employees. The Employer shall deduct the Twenty-five Cents (\$0.25) per hour worked (straight time) from each employees' hourly rate and remit it in accordance with the terms of this Article. For greater certainty the portion of the contribution remitted by emergency helpers (non-union employees) that would have been applied to purchase long term disability will be applied on their behalf to the acquisition or extension of other Insured Benefits.
- C. The Employer shall pay Five Dollars ad Twenty-Nine (\$5.29) for each hour worked under this collective agreement on a straight time bases to the Trust Fund. From this Five Dollars and Twenty-nine cents (\$5.29) the Trustees shall:
- (i) pay Fourteen Cents (\$0.14) to the Saint John Construction Association as acontribution to its Industry Fund;
 - (ii) apply One Dollars (\$1.50) from each hour worked by an employee (straight time) to the acquisition of pension benefits for that employee;

- (iii) The Employer will contribute Twenty-five Cents (\$0.25) per hour worked to the jointly Administered Safety Training Fund for the purpose of supplying all Union members with WHMIS, Safety Orientation, Fall Protection, Confined Space, First Aid/CPR Training as required (Company and site orientation excluded). If the Committee deems the reasoning acceptable, members who take time off work for training on an emergency basis may be reimbursed for time lost from the Safety Training Fund.
 - (iv) The Employer will contribute Twenty-five (\$0.25) per hour worked to the jointly administered Skills Training Fund; and
 - (v) Apply the remaining amount toward the purchase of Insured Benefits for employees (non-union members are not entitled to long term disability benefits) 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.
 - (vi) At the employees request, the Employer will deduct and remit any RRSP contributions the employee makes to Belmont Health & Wealth when submitting their regular monthly remittance
- (D) 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 a collective agreement to the Trustees or Administrator of a benefits plan established by the Affiliated Local of which he or she is a member.
- (E) The Employer shall remit all contributions and payments for each month by cheque or other means of payment on/or before the fifteenth (15th) day of the following month to the Union and the International Association of Heat and Frost Health Trust Fund c/o Belmont Financial Group, 605-133 Prince William Street, Saint John, New Brunswick, E2L 2B5.

ARTICLE 18-TERM AND DURATION

18.1

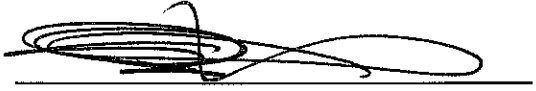
If either of the contracting parties desires to alter or amend the terms of this Agreement at its termination, at least two (2) calendar months notice shall be given previous to its expiration, and every effort shall be made to reach a settlement.

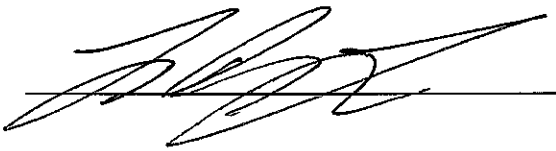
The termination date of this Agreement is October 31, 2025. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, this 29 day of November, A.O., 2021.

SIGNED, SEALED AND DELIVERED

In the presence of:

SAINT JOHN CONSTRUCTION ASSOCIATION,

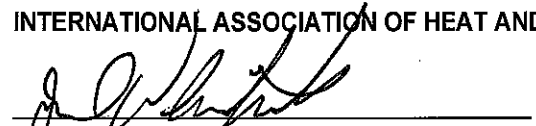


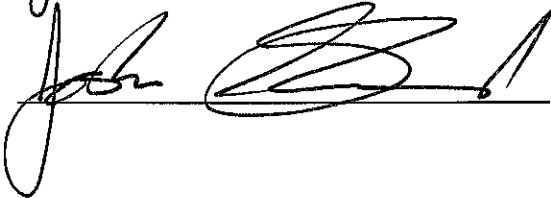


Witness

AND

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 131





NORTHERN INDUSTRIES LTD.
GUILDFORD'S LTD.
MARITIME INSULATION LTD.
INDUSTCOM INSULATION CONTRACTORS LTD.
THERMAL ENERGY CONSERVATION INC.

APPENDIX A

Enabling Procedures

1. The term "enabled project" means a project or job covered by the Enabling Request Form forming part of this Appendix.
2. An Employer wishing to obtain agreement for an enabled project shall complete the Enabling Request Form and forward it to the Union.
3. In the event that the Union is prepared to amend or delete any of the terms or conditions in this Collective Agreement it shall, under the signature of the Union Business Representative or his designate, complete the Enabling Request Form by certifying those terms or conditions which are to be amended or deleted and, in the case of an amendment, particulars of the amendment.
4. The Union shall, at the time when the Enabling Request Form is signed by the Union and is returned to the Employer, advise the Saint John Construction Association Inc. that it has agreed to an enabled project and file a copy of the Enabling Request Form with them. The Union agrees, subject to the terms of this Appendix, to offer the same terms and conditions to other Employers bidding on the enabled project.
5. The Employer shall, upon receipt of the Enabling Request Form signed by the Union, be entitled to bid on the enabled project using the terms contained in the Enabling Clause Information Sheet. Except as specifically modified in the Enabling Clause Information Sheet, the Employer shall be governed by the terms and conditions of this Collective Agreement.
6. The parties specifically acknowledge and agree that the insurance of an Enabling Request Form shall be at the sole discretion of the Union. The parties further acknowledge and agree as follows:
 1. The terms and conditions granted in respect to an enabled project apply only to Employers, whether contractors, subcontractors or otherwise, who are parties to this Collective Agreement.
 2. Where an Employer subcontracts work to a party who is not a party to this Collective Agreement, the Enabling Request Form signed by the Union shall be of no effect and the Employer shall not be entitled to rely upon any of the terms and condition set out in the Enabling Request Form but shall be subject to the terms and conditions of this Collective Agreement.
 3. Where an Employer is, in the opinion of the Union, in any way, associated or affiliated with, or the directors, officers or Employees of an Employer carry on the same or a similar business through, an entity that is not a party to this Collective Agreement (such an entity being hereafter referred to as a "related organization"), that Employer shall not be eligible to obtain or rely upon an Enabling Request Form under this Appendix nor shall such Employer be entitled to any information on the terms of an Enabling Request Form issued to any other Employer under this Appendix unless the Employer provides assurances, satisfactory to the Local Union, that the enabled project will only be bid by it and not by any related organization.
7. The terms of an Enabling Request Form shall continue for the duration of the enabled project notwithstanding that this Collective Agreement may expire prior to the completion of the project.
8. The exercise by the Local Union of any discretion under this Appendix shall not be subject to any grievance or arbitration procedure.

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS and ALLIED WORKERS LOCAL 131

ENABLING REQUEST FORM

Attention Local 131: Please accept this as a request to bid the project outlined herein under the terms of Article 14.6 of the Local 131 Commercial Agreement

Project Name: _____

Date of Request: _____

Owner/Client: _____

Location: _____

Value: _____

Bidding to: _____

Tender Closing Date: _____

Peak Manpower Required: _____

Start Date: _____

Completion Date: _____

Known Union Bidders: _____

Known Non-Union Bidders: _____

Signed by Contractor Representative: _____

Contractors are to fax the completed form to Local 131: 506-635-7825

Local 131 agrees to the following items for this project only:

1. _____

2. _____

3. _____

4. _____

Signed by Local 131 Business Manager: _____

Local 131 to fax the completed form to the Saint John Construction Association and known Union bidders

APPENDIX B
MARKET RECOVERY PROGRAM

1. The Contractor may make application to the Union for market recovery fund assistance by completing Form 1.1 of Appendix B.
2. The Union, after approval of the application, Appendix B - Form 1.1, will submit a copy to the Saint John Construction Association notifying that these conditions will be made available for the project.
3. Appendix B - Form 1.2, must be completed and forwarded in triplicate weekly by the Job Foreman. 1 copy for the Foreman's records, 1 copy to the Contractor and 1 copy to the Union. Failure to do so may result in cancellation of the MRP Agreement.
4. The Contractor must submit to the Union on the 15th of each month Appendix B - Form 1.3 for payment. The Union will submit payment on the 1st of each month to the Contractor.

APPENDIX B

FORM 1.1 - APPLICATION FORM

Date: _____

Contractor Name: _____

Project Name: _____

Project Address: _____

Non-Union Competition: _____

Mechanical Contractors you are bidding to (list each one):

Anticipated mechanical hours:

H.V.A.C.: _____

Plumbing: _____

Other: _____ BID DATE: _____

Specify: _____

Start Date: _____

Contractor Signature: _____

This form must be faxed or mailed immediately to the Union Office following contract with local 131 about the above project.

H.F.I.M.R.P. AWARD

_____ Hours x _____ per hour= _____

_____ H+W _____ Pension _____ Board _____ Mileage

Local 131 Rep Signature: _____



APPENDIX B
FORM 1.2
WEEKLY TIMESHEET

Project Name: _____ Date: _____

Address: _____ Weekending Date: _____

Contractor Name: _____

Assigned H.F.I.M.R.P.# _____ Foreman's Name: _____

Please Print Name	M	T	W	Th	F	Sat	Sun	Total Hours	Each Employee Must Sign Employee's Signature
1									
3									
4									
5									
6									
7									
9									
10									

Total Hours Worked this Report: _____
 This report must be completed by a mechanic member of Local 131 (only report base hours on project)
 This is to verify and affirm that the above listed H.F.I.M.R.P. man-hours were worked in my presence and under my direction:

Foreman's Signature: _____

1 copy to Foreman

APPENDIX B
FORM 1.3

MONTHLY REMITTANCE

Contractor: _____

Monthly Reporting: _____

Employee Name	Job Name & Job Number	Hours Worked	HFIVIRP Amount Per Hour	Total Credit

Total amount submitted with remittance: _____

APPENDIX C

JOURNEYMEN UPGRADE CONTRACT

The Journeymen Upgrade program is designed to evaluate, and provide enhancement and training, for newly organized and current members. It will ensure that organized members are integrated into the organized industry as smoothly as possible at a level consistent with their skills. Journeymen upgrade class provides a vehicle for current members to upgrade their skills and training which is necessary in our evolving and changing industries.

Skill Training Committee: This Committee should meet at a minimum of 2 times per year. They will establish the rules and guidelines for the program. They will have the following duties:

- They will monitor and evaluate the progress of all the participants
- They shall consider any and all issues relating to the effectiveness
- They will determine the needs of the individuals in the program
- To hear and adjust all unresolved complaints of those in the program
- They will maintain a record of each participant, showing their education, experience and progress in learning the trade.
- They will determine the length of time that each individual will be required to remain in this status. They will be fair and equitable in all of their decisions and determinations.

Curriculum: Each person's training needs could be accommodated by utilizing the On-line Training System. This will allow the flexibility to give *everyone* in the program an individualized training curriculum. Completion of the required courses will allow the individual to receive their Red Seal card.

Monthly Review: Twice a year (January 1st and June 1st) the organized member's employer will be expected to turn in to the Business Manager a report. It will be due into the Business Manager by the 7th day of the following month *Example: January report due February 7th). This review will contain the following information: Total number of hours available for work, hours worked, hours worked on different type of work in the industry, employer's name, jobsite name, superintendent and foreman's evaluation on the individual's attitude and timeliness and signatures of both the superintendent and foremen of the employer.

Journeyman Upgrade Classes: Industry advancements and health and safety issues are constantly changing. All Local Union members must keep their skills and knowledge in our industries up to current standards. The Committee will work with the Local JAC to identify and determine those needs. Utilization of the On-line Training System will allow any individual in the Local Union the opportunity to "refresh" their knowledge on any topic in the industry without having to set up traditional formal classroom settings. These courses can be personalized to meet the needs of the individual at any time that they are needed. The courses can be taken anywhere, where the individual

has access to the internet. New items are constantly introduced to the industries we work in and at times require additional training to our members. These training sessions will be offered on a scheduled basis to assure that we maintain the highest quality and skilled individuals in the industry that we represent.

Steps for completion:

1. Complete online training
2. Pattern Development Classes
3. Red Seal Upgrader Class

Saint John Construction Association Inc.

Phone: (506) 634-1747
Fax: (506) 658-0651
Email: sjca@nbnet.nb.ca

263 GERMAIN STREET

SAINT JOHN

NEW BRUNSWICK

E2L 2G7

November 26, 2021

**To All Contractors Signatory
to the Collective Agreement
Between the
Saint John Construction Association
and the
Insulators Local # 131
Commercial Agreement**

Dear Sir,

Please be advised a new Commercial Collective Agreement has been signed effective **November 29, 2021 and expiring October 31, 2025** covering the Province of New Brunswick.

This is a summary of the major changes and we recommend to read the agreement carefully:.

1) The new monetary distributions are as follows:

	<u>Nov. 29, 21</u>	<u>Nov. 1/22</u>	<u>Nov. 1/23</u>	<u>Nov. 1/24</u>
Base Rate	\$ 23.27	\$ 24.17	\$ 25.30	\$26.65
Vac. Pay 11 %	2.56	2.66	2.78	2.93
Health & Welfare	3.29	3.29	3.29	3.29
Pension	1.50	1.50	1.50	1.50
Safety Training	.25	.25	.25	.25
<u>Skill Training</u>	<u>.25</u>	<u>.25</u>	<u>.25</u>	<u>.25</u>
Total Package	\$ 31.12	\$ 32.12	\$ 33.37	\$34.87

2) Article 10 - Travel measured from permanent residence of employee at 50 cents per kilometer.

Board -	Nov. 29/21	\$ 90.00/day wkd
	Nov 1/22	\$ 95.00/day wkd
	Nov 1/23	\$ 100.00/day wkd
	Nov 1/24	\$ 110.00/day wkd

3) Article 6.1 - Journeymen in charge rates

0-5 employees	\$ 1.25 over Journeyman rate
6-10 employees	\$ 2.50 over journeyman rate
+ 10 employees	\$ 4.00 over journeyman rate



Founded 1886

AFFILIATED WITH CONSTRUCTION ASSOCIATION OF NEW BRUNSWICK
AFFILIATED WITH CANADIAN CONSTRUCTION ASSOCIATION, OTTAWA, ONT.



4) Article 10 (f) - Nozzleperson (spray insulation) \$ 200.00/ 6 months for boots
Nozzleperson \$ 2.50 over journeyman rate

There are other changes to the agreement. Please read the entire agreement.

Copy this bulletin to your payroll department for implementation effective November 29, 2021.

Yours Truly,



Stephen R. Beattey
Saint John Construction
Association, Inc.

Saint John Construction Association Inc.

Phone: (506) 634-1747
Fax: (506) 658-0651
Email: sjca@nbnet.nb.ca

263 GERMAIN STREET

• SAINT JOHN

• NEW BRUNSWICK

• E2L 2G7

October 31, 2022

**To All Contractors Signatory
to the Collective Agreement
Between the
Saint John Construction Association
and the
Insulators Local # 131
Commercial Agreement**

Dear Sir/Madam,

Be advised the Insulators # 131 union has notified the Association of the re-distribution of the monetary package in the Commercial Agreement effective November 1, 2022.

The new distribution is as follows:

	<u>Nov 1/22</u>	<u>Nov 1/23</u>	<u>Nov 1/24</u>
Base Rate	\$ 23.72	\$ 24.85	\$ 26.20
Vac. Pay (11%)	2.61	2.73	2.88
H&W	3.29	3.29	3.29
Pension	2.00	2.00	2.00
Safety Training	.25	.25	.25
Skill Training	.25	.25	.25
Total Package	\$ 32.12	\$ 33.37	\$ 34.87

Please copy this bulletin to your payroll department for immediate implementation Effective November 1, 2022.

Yours Truly

Stephen R. Beatteay
Saint John Construction
Association, Inc.



Founded 1886

AFFILIATED WITH CONSTRUCTION ASSOCIATION OF NEW BRUNSWICK
AFFILIATED WITH CANADIAN CONSTRUCTION ASSOCIATION, OTTAWA, ONT.

