

INDUSTRIAL
COLLECTIVE AGREEMENT
BETWEEN THE
CONSTRUCTION AND GENERAL LABOURERS
LOCAL UNION #900
AND THE
SAINT JOHN CONSTRUCTION ASSOCIATION INCORPORATED
ON BEHALF OF ITS ACCREDITED MEMBERS
2019-2024

DEFINITION: THE INDUSTRIAL SECTOR INCLUDES, BUT NOT
NECESSARILY LIMITED TO THE FOLLOWING:
POWER PLANTS
PULP AND PAPER MILLS
MINING OPERATIONS
REFINERIES
HEAVY WATER PLANTS
CEMENT PLANTS
SHIPYARDS
DRY DOCK FACILITIES
AUTOMOBILE ASSEMBLY PLANTS
TIRE PLANTS
SMELTERS
FOUNDRIES
SHAFTS AND TUNNELS "NOT OPEN CUT"
CONSTRUCTION

INDUSTRIAL
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SCHEDULE 'A' RATES FOR CITY OF SAINT JOHN AND THE COUNTIES OF
SAINT JOHN, KINGS, QUEENS AND CHARLOTTE

ARTICLE 1 - PURPOSE

1.1 The general purpose of this Agreement is to establish mutual satisfactory relations between the Association and the Employee, and to provide machinery for prompt settlement of grievances and establish and maintain satisfactory working conditions, hours of work, and wages for those Employees covered by the Agreement.

ARTICLE 2- UNION RECOGNITION

2.1 The Employer recognizes the Construction and General Labourers Local Union #900 as the sole Collective Bargaining Agent for all members whose classification is listed in this Agreement employed by the Employer within the City of Saint John, and the counties of Saint John, Kings, Queens and Charlotte. The Employer also recognizes the craft jurisdiction of the Construction and General Labourers Local Union #900.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 (A) The Union and all its members recognizes the Association as the sole Collective Bargaining Agent for all member contractors and/or other contractor or contractors, who require the services of union members in the City of Saint John, and the counties of Saint John, Kings, Queens and Charlotte. No conditions separate or apart from the conditions set out in this Agreement will be sought or condoned by the Union or any of its members.

(B) The Union recognizes, subject to the Employer, that it is the exclusive function of an Employer bound by this Agreement to operate and manage its business and to direct the operations and work forces of the Employer, subject to the limitations of this Agreement. Without limiting the generality of the foregoing, the following rights are recognized as management rights, subject nevertheless to the limitation of this Agreement:

(1) To hire, transfer, assign, lay off, promote and demote the Employees.

(2) To determine the number of jobs of Employees required at any place from time to time for any and all operations.

(3) To determine the location of jobs, the schedule of operations, the methods, sequence and means of operations required at any place from time to time for any and all operations.

(2)

(4) To determine the tools, machinery, equipment, circumflex or materials to be used at any place from time to time, in any and all operations.

(5) To appoint and determine the number of foremen (as expressed in Article 18 - Foremen) general foremen and supervisors required at any place from time to time for any and all operations.

(6) To maintain order and efficiency.

(7) To make, alter and amend from time to time rules and regulations to be observed by Employees, provided they are not inconsistent with this Collective Agreement.

(8) To discharge, suspend or discipline Employees for just and reasonable cause.

ARTICLE 4 - WAGES AND TERMS

4.1 (1) This Agreement shall become effective the 5th day of May, 2019, and shall remain in full force and effect until the 31st day of March, 2024, and shall automatically be renewed thereafter for successive periods of twelve months unless either party, within the period of the 90th and the 30th day before the expiry date of this Agreement gives notice in writing to the other party of its desire to bargain with a view to the renewal or revision of this Agreement, or to the making of a new Agreement.

(2) Where such a notice has been given this agreement shall continue in full force and effect until a new agreement has been executed, the union is lawfully entitled to strike, the Employer is lawfully entitled to lock-out, or three hundred and sixty-four (364) days have elapsed since the expiry of the term of this agreement, whichever occurs first.

ARTICLE 5 - HOURS OF WORK

5.1 (A) The working hours through the area of this Agreement shall be Forty (40) hours per week.

(B) The regular work day shall be (8) hours per day from 8:00 AM to 4:30 PM. Monday to Friday, with one half hour out for lunch from 12:00 Noon to 12:30 PM. All work done in excess of these hours shall be paid at the rate of double time, with the exception of make up time. In the case of work being done that requires continuous operation (those engaged in concrete pouring), the Employer may schedule the lunch period from 12:00 Noon to 12:30 PM to permit the crews to eat their lunch in relays. The Employer will be required to notify the Employees concerned not later than 9:00 AM on the said day of concrete pouring. Upon mutual agreement, the Employer may work a compressed work week, consisting of ten

(3)

(10) hours per day, Monday to Thursday, with one-half hour out for lunch.

(c) The Employer must notify the Union on Thursday prior to compressed work week, commencing on Monday following. The compressed week must last for a duration of at least one week. Such requests will not be unreasonably refused.

(D) All work performed on Saturdays, Sundays or Holidays as set out in this Agreement, shall be paid at the rate of double time.

(E) Double time rates shall apply at meal hours when worked except as noted in Clause (B) namely, 12:00 Noon to 12:30 PM.

(F) If the Employee works beyond two (2) hours overtime he will receive a hot meal one (1) hour beyond his regular shift or he will receive Twenty Dollars (\$20.00) in lieu of the meal. Sufficient time not to exceed thirty (30) minutes shall be granted to Employees to consume said meal, with no loss of pay.

(G) For every four (4) hours additional to that in Clause (H), the Employees shall be supplied with a hot meal at no cost to the Employees, not later than ten (10) minutes beyond the third hour. Sufficient time not to exceed thirty (30) minutes shall be granted to Employees to consume said meal with no loss of pay.

(H) Where special circumstances make it necessary to work other than the regular hours, exclusive of overtime and Holidays, and the case of two or more shifts being employed, for the second and subsequent shifts, the rate shall be fifteen percent (15 %) over the regular rate for all hours worked for such special shifts.

(I) 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
4:00 PM	-	12:00 midnight
12:00 Midnight	-	8:00 AM

(4)

including one-half ($\frac{1}{2}$) hour in each shift for lunch which will be paid by the Employer, but will be so scheduled for the Employee to permit the continuous pouring of concrete. Any employee working beyond his shift of eight (8) hours shall receive double time.

(J) All employees shall be at their place of work at the start of this shift and the place of work is the location where the work is actually performed.

(K) When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the Employee has received an eight (8) hour break.

(L) TIDE WORK ON A SPECIAL SHIFT - In recognition of the unusual restrictions that are imposed on the Employer engaged in work that is subject to the ebb and the flow of the tides, it is agreed that the starting and quitting time of the regular day shift may be altered to accommodate the particular work involved subject to the following terms and conditions.

(1) When tide work is required, Employees shall receive a premium of 15 % on all straight time hours worked.

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

(3) The half hour lunch break will begin three and one-half ($3\frac{1}{2}$) hours after the shift starts.

In the case of work being done that requires continuous operation (those engaged in concrete pouring) to permit crews to eat their lunch in relays, it is agreed that the time of the break may start between the third (3rd) and fourth (4th) hour after shift begins.

The balance of the hours that make the eight (8) hours shall be completed within the immediate time following the aforesaid lunch break.

ARTICLE 6 - DISCRIMINATION

6.1 The Employer party and the Union agree there will be no discrimination, restriction or coercion exercised or practised with respect to any Employees by reason of race, colour, political or religious affiliation or membership in a Trade Union. The parties agree that this Collective Agreement is subject to the provisions of the Human Rights Code and Industrial Relations Act.

ARTICLE 7 - OVERTIME

- 7.1 (A) All overtime, when worked, shall be distributed as fair as possible on a basis of being equally available among Employees within the same classification on the same job of the Employer on site.
- (B) When working overtime on shift work, regular overtime conditions shall be observed and rates will be based on rates paid for such shifts. No employee may work more than one shift in any one day.
- (C) All overtime work shall be on a voluntary basis excluding concrete.
- (D) Overtime is to be paid at the rate of double time.

ARTICLE 8 - HOLIDAYS AND SHUTDOWNS

8.1 Legal Holidays shall be as follows:

New Years Day	Good Friday	Victoria Day
Dominion Day	Labour Day	Thanksgiving Day
Remembrance Day	New Brunswick Day	Christmas Day
Boxing Day	Family day	

If any of these days falls on a Saturday or Sunday, the following Monday shall be the Holiday. The expression "Holiday" as used in this Collective Agreement means a "Holiday" as defined in this Clause.

(B) Vacation Pay shall be Ten percent (10 %) during the life of this Agreement. Vacation Pay shall be paid weekly in accordance with the New Brunswick Vacation Pay Act.

(C) A permanent Employee of an Employer shall be allowed an annual Vacation of not less than two (2) weeks at the commencement of which he shall be paid his accumulated Vacation Pay, if any.

(D) The Employer party and the Union agree that an Employer, subject to the approval of the Employer party, may effect a total or partial shutdown of operations during a period between the Twenty-Third day of December in a year and the Fifth Day of January next, inclusive. Written notice of the proposed shutdown shall be given to the Union not later than two (2) weeks in advance of the shutdown date, in the event an Employee is included in the shutdown, the employee will be paid his accumulated Vacation Pay, if any in the accrued amount to the end of the pay period immediately proceeding the shutdown. A shutdown under this clause shall not affect

(6)

the right of an Employer to declare a shutdown at any time for any reason or purpose not constituting a lock-out.

(E) In the event of a shutdown under clause (d) it is understood and agreed that:

(1) Employees engaged in repair or maintenance may be exempted from the shutdown, whether total or partial.

(2) During the period of the shutdown, work normally performed by Employees on lay-off because of the shutdown, may not be performed by any person unless such work is emergency, repair or maintenance work.

(3) During the period of the shutdown, the Employer may call back an Employee on a voluntary basis to perform emergency repair or maintenance work.

(4) Employees called back and Employees not covered by the shutdown shall receive the regular rates of pay for all the time worked during the shutdown subject to overtime, Saturday, Sunday and Holiday rates when applicable.

ARTICLE 9 - WEEKLY PAY

9.1 (A) Wages are to be paid weekly by cash, direct deposit or cheque. If paid by cheque or direct deposit the Employer shall pay on Thursday of each week during regular working hours; if paid by cash, the Employee shall be paid on Friday during regular working hours not later than 2:00 P.M.. If the pay day of an Employee should occur when the Employee is on lay-off or during a shutdown, the Employee shall be paid by cheque or direct deposit on Thursday or by cash on Friday of the first working week following the lay-off or shutdown. A statement of earnings (ROE) shall be mailed within three working days of layoff. If a Holiday should fall on a Friday, the Employee shall be paid by cheque or direct deposit on Wednesday, or by cash on Thursday.

(B) All cheques must be negotiable at par at a branch of any chartered bank.

(C) When, because of absolute necessity, proof of which rests with the employer, the pay time expressed in this Article is not met, payment may be deferred to the end of the pay day.

(D) When an employee, after receiving his pay on a pay day, absents himself from work on the next day without just cause, proof of which shall be on him, the pay of the Employee maybe withheld and subsequent pay days to the end of the payday or pay week on written notice of forty-Eight (48) hours, first given to the Employee and to the Union, when a satisfactory undertaking is given with respect to absences, the pay time of the Employee shall be restored.

(E) An earning statement shall accompany each payment of

wages giving the name of the Employer, the name of the Employee, the date of payment and the work period corresponding to the 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, the nature and amount of each deduction or check-off, and the net amount of the wages. Travel and similar allowances shall be shown separately. If payment is made by cheque, the earnings statement may be the cheque stub if the required information is set out on the stub.

(F) When employment is terminated by an Employer, the earned wages in full of the Employees shall be paid immediately. His vacation pay and his separation slip shall be mailed to him by registered mail within two (2) regular working days of termination, if the Employee prefers he may inform the Employer when he leaves the job site that he will pick up the above item not later than the afternoon of the second regular working day after the termination of his employment. When an Employee quits or is discharged for disciplinary reason he shall be paid his wages on the date of the Employers next regular payroll.

(G) When employment is terminated by an Employee he shall give one (1) working hour notice before the end of the shift or first half-shift, when employment is terminated by an Employer, except a disciplinary termination, the employer shall give one (1) working hour notice of the termination. The notice, if of the proper length, shall be effective at the end of the first half-shift or at the end of the shift; if the notice is not of the proper length, the employee shall be paid the equivalent of one (1) hours pay at the applicable rate exclusive of overtime.

(H) When employment is terminated an Employee shall be allowed the time required to collect his tools and personal effects and in the absence of proof to the contrary, the time shall be ten (10) minutes. If an Employee gives or receives notice of termination and quits before the proper time, the Employee shall not be remunerated for any time after the time of his quitting except for the time to collect his tools and personal effects.

ARTICLE 10 - SHELTER

10.1 (A) An Employer, on any job where five (5) or more Employees are at work, shall provide a sanitary and separate place of shelter where Employees may change clothes and eat their lunch. Sufficient tables and benches shall be provided and the shelter shall be adequately heated during the cold

weather. There shall be no responsibility for lost clothes unless placed in the custody of the Employer and under his lock and key.

(B) An Employer shall provide adequate and sanitary toilet and washroom facilities, equipped with wash basins, soap and cloth or paper towels and supplies whenever possible with hot and cold water.

(C) An Employer shall supply and provide adequate and sanitary drinking water. Ice water shall be supplied where conditions warrant and when reasonably available.

(D) The obligations expressed above shall be undertaken by the Employer or may be provided by the Employers in common if directed by the Employer party.

(E) The Occupational Health and Safety Act shall apply in the application of this Article.

(F) When there are less than Five (5) Employees at work, every effort will be made by the Employer to provide reasonable protection for those Employees.

ARTICLE 11 - COMMUTING, TRAVEL AND BOARD ALLOWANCE

11.1 All Employees shall provide their own transportation when a job is within fifteen (15) kilometers radius of the City or Town Hall, as designated in this Agreement.

- | | |
|---------------|----------------|
| 1) Saint John | 3) St. Andrews |
| 2) Sussex | 4) Gaagetown |

When the Employer sends the Employee to work beyond the free radius zone and the Employee takes his own vehicle, the Employee will receive Forty-eight Cents (\$.48) per km to the jobsite and return, as measured from the radius line.

(A) When an Employer sends the Employee to work in the Counties beyond a Twenty-Five km radius (25 km) of:

- | | |
|---------------|----------------|
| 1) Saint John | 3) St. Andrews |
| 2) Sussex | 4) Gaagetown |

and the Employee takes his own vehicle, the Employee will receive Forty-eight Cents (\$.48) per km to the Jobsite and return, as measured from the radius line.

Employees dispatched from halls outside the area of the jobsite site are eligible for travel allowances.

11.2 Employees sent to a job beyond an eighty (80) km radius shall receive One Hundred Dollars (\$ 100.00) per day worked plus Travelling Time at regular rates, up to a maximum of eight (8) hours at the start and finish of employment.

The Employer also agrees to pay mileage to and from the job site after every thirty (30) days of continuous employment.

An Employee may only qualify for either 11.1 or 11.2, but not for both.

ARTICLE 12 - WORK AFTER HOURS AND TRANSFERS

12.1 (A) No member of the Union, as a condition of employment, shall be permitted to work for another Employer after his regular working hours. It is agreed that such Employees shall require a fine on the part of the Union and a suspension on the part of the Employer.

(B) An Employer bound by this Agreement shall have preference in hiring over all other Employers. No member of this Union shall work for any Employer who is not signatory to a contract with Local Union #900.

ARTICLE 13 - UNION REPRESENTATION

13.1 (A) Where there are three or more Employees of the Employer on a job site, the Business Manager of the Union may appoint a Shop Steward from among the Employees of the Employer. The Shop Steward shall be qualified in his trade or occupation. The Shop Steward may be appointed verbally but immediately thereafter written notice of appointment shall be given by the Business Manager to the Employer and to the Association. Recognition of the Shop Steward shall be effective from receipt of notification of appointment and shall be effective until written notice is received of revocation.

(B) The Shop Steward, without sustaining any loss of pay, or being subject to any discrimination measure, may, during working hours carry out his duties under this Collective Agreement. The Shop Steward shall be given a preference in employment over all Employees hired, provided that the preference shall not apply where there is no more to be done in his trade or occupational work. If it is unreasonable to maintain him on overtime work, a substitute steward will be appointed.

(C) All Stewards appointed under this Article shall be working Stewards and non-working Stewards shall not be appointed.

(D) The Business Manager and his designated Representative and the International Representative of the International Union shall have access to the job site of the Employer during working hours to investigate any matters or to discuss any matter regarding the application of this Collective Agreement, but in no case shall a visit hinder or interfere with the progress of work.

(E) If an Employee does not become or remain a member of good standing of the Union, the Employee shall be dismissed forthwith on written notice of the Union if proper grounds exist. A notice of dismissal shall be given by the Employer to take effect immediately or at the end of the shift of the Employee concerned.

ARTICLE 14 - HIRING

14.1(A) The Employer agrees to hire and continue to employ only Members of the Union in good standing with Local Union # 900 covering the counties of Saint John, Kings, Queens and Charlotte.

The Employer agrees to communicate the names of the Labourers, Apprentices, Foremen and/or tradesmen employed to the Local Union by fax (633-7682).

The Employer will stipulate the type of work to be performed and the Union will provide Members qualified to do the work involved. Upon completion of dispatch, Local # 900 will issue a work referral slip to the employer, on behalf of the employee.

The Employer will have the right to select his first Employee after the foreman from the membership of the Union. The Local Union will supply the next three (3) Employees. Thereafter, the same procedure shall apply, (1-3).

Proof of qualification as an Apprentice, Grandfathered Journeyman or Red seal Journeyman must be provided to the employer upon dispatch by the member. Only documentation of qualification issued by the Department of P.E.T.L. shall be accepted.

(B) Requests by the Employer for specific members employed by the Employer within the previous six (6) months shall be fulfilled.

(C) It is agreed by both parties that when a request for Employees is made under this Article that an Employer may request the Employees who have had a long Association with the Employer and the Union will provide these Employees with long Association notwithstanding Article 14.1 (a) or (b).

14.2 If the local Union is unable to provide the requested manpower within two (2) working days, the Employer is free to hire manpower from other sources, providing such manpower shall be in good standing or apply for membership in the Union.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

15.1 The griever shall first present his grievance verbally to the Foreman under whose direction he, or in the case of a dismissal was working. The Employee may be accompanied by his 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 Foreman is unacceptable, the grievance shall be submitted in writing, not later than two (2) working days following the day of the Foreman's answer, to the Superintendent of the Employer concerned, or the Employer representative who shall render his decision not later than 12:00 Noon of the working day

following the day on which the grievance is presented to him.

- 15.2 (A) The Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer concerned or Employers representative 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 presentation of the grievance to him.
- 15.3 Where a policy grievance arises, Articles 15.1, 15.2 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.

(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.

15.9 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.

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

Employer to pay for their appointee

Union to pay for their appointee

Cost of Chairman to be borne equally by both parties

ARTICLE 16 - WORK STOPPAGE

16.1 There shall be no strikes or stoppages of work by the Union and no lockout declared by the Association during the life of this agreement.

ARTICLE 17 - TOOLS

17.1 (A) All Labourer's classification who use any tools shall have them in good working condition at the commencement of their work and shall wear proper attire. All Labourers dispatched to a job shall be required to have a suitable tape measure, hammer holster and pouch.

(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 destroyed or damaged by fire or lost by theft when tools are damaged or destroyed by fire, or lost by theft when in the place of storage and under the Employers lock and key. The liability shall not exceed the value of the tools or the sum of \$150.00 whichever is the lesser. Liability under this clause shall relate only to tools on the list of tools filed by the Employee on the commencement of or during the hours of his work; a claim must be filed within two (2) working days of the loss, damage or destruction unless good reason can be shown for not having done so.

(C) The Employer shall supply approved safety helmets, gloves and such other safety equipment as the Employee is not required to provide and when necessary, shall supply rain suits and rubber boots at no charge to the Employee. Tools, safety equipment and other attire furnished by the Employer shall be at the responsibility of the Employee subject to normal wear and tear and shall be returned on the termination of employment or as the Employer may require.

(D) Employees shall have a reasonable time before quitting

time for the purpose of returning Employer tools and safety equipment and for the purpose of placing Employer tools under lock and key of the Employer. In no case shall the time be more than actually required and in no case shall it exceed five (5) minutes in the absence of proof to the contrary.

ARTICLE 18 - TRAINING AND APPRENTICESHIP

18.1 (A) The Union and Employers agree to co-operate in and facilitate the development of training programs designed to improve basic skills, to increase safety knowledge and to improve industrial relations.

(B) When a Union member takes a recognized foreman's course, an effort will be made to recognize the Employee in the selection of foremen, provided other qualifications are present and openings for foremen are available. This clause does not place an obligation on the Employer or give right to the Employee selected as foremen. However, in general, employers shall endeavour to select foremen based on experience, skill, and members who have completed a recognized foreman course, Hazard ID and Control, Leadership for Supervisors/ Safety Excellence training.

(C) All other apprentices engaged by the Employers shall work only with the tools of their trade they are learning, and shall not infringe on the Labourer's jurisdiction.

18.2 All new members of the Labourers International Union # 900 will enter the workforce through the Apprenticeship Program. The Apprenticeship Program will be jointly trusted with equal representation from Labour and Management. All apprentices will be screened by the Committee and placed in the appropriate classification of the Apprenticeship program of the Labourers Union.

To avoid displacement of Journeyperson Labourers due to the affects of this Program, no present Journeyperson Labourer employed by a signatory Employer will be affected by the implementation of the Apprenticeship Program for the duration of his employment.

(A) The Employer may hire one apprentice labourer for every three journeymen, the fourth man hired may be an apprentice. Hiring shall be done through the Local Union. Layoffs shall be in the reverse order where possible, maintaining the appropriate ratio.

(B) it is further agreed that all newly registered apprentices shall be indentured to the Provincial Apprenticeship Committee for Training and be subject to all provisions as set forth in the agreement.

(C) All apprentices shall be employed in accordance with the provisions of the rules established by the Provincial

Apprenticeship Committee for Training, consisting of equal representation from both labour and management.

(D) Training and training courses are understood to be of great importance to the advancement of each Labourer, therefore, it shall be the responsibility of the Advisory Committee to assist each individual in his/her advancement in the various categories of tradesman in way of recommendation of courses required and to ensure fair and proper hiring practises.

(E) The term of apprenticeship shall be thirty-six hundred (3600) hours of diversified work and training. Apprentices may receive credits toward the term of their apprenticeship for prior construction work experience or time served in a registered Construction Craft Worker Apprenticeship Program in another area. The latter, if shown to have been of satisfactory performance, is transferable. When credits are granted, the remaining term of the apprenticeship shall be reduced. The term may also be reduced by the Committee, for individual apprentices demonstrating exceptional skill and technical knowledge in any major component of the work process.

(F) All Apprentices hiring shall be done through the Local Union's office. Apprentices shall be paid a progressively increasing schedule of wages consistent with skills and knowledge required. The rate for each period of the apprenticeship is expressed as a percentage of the skilled Construction Craft Worker journeyman rate specified in the collective bargaining agreement. The approximate time interval for each period is as follows: it may be adjusted for individual apprentice making accelerated progress, or extended as may be required for slower progression. Such adjusted periods may be made only by the Joint Apprenticeship Training Committee.

The schedule that follows provides for the three (3) equal credits of approximately twelve hundred (1200) hours of work and training each :

0-1200 hrs worked-80% of Journeyman/Red Seal
1201-2400 hrs worked-85% of Journeyman/Red Seal
2401-3600 hrs worked-90% of Journeyman/Red Seal

Successful completion of the apprenticeship (3600)- 100% of Journeyman/Red Seal rate.

ARTICLE 19 - FOREMEN

19.1 (A) All Labourer foremen and charge hands must be members of the Union.

(B) charge hands may be employed under the direction of a

Foreman.

(C) Minimum rates for foremen and Charge Hands shall be ten percent (10%) and Five percent (5%) respectively, above regular rates of the highest classification under his or her direction.

(D) Where eight (8) or more Employees are employed, it is mandatory one (1) shall be a non-working foreman. After twenty (20) men there will be a second foreman, selected by the Employer. A charge hand also may be engaged.

When there are three (3) or more non-working foremen on a site, a general foreman may be appointed by the employer and paid fifteen percent (15%) above his/her regular rate of pay. Alternatively, the employer may appoint a designated onsite representative to supervise the foremen.

(E) Where less than eight (8) Employees employed, a non-working foreman may be engaged at the discretion and selection of the Employer, a charge hand may also be engaged.

(F) Where four (4) or more, but less than eight (8) Employees employed, a charge hand shall be engaged, provided a non-working foreman is not selected. A member who has completed the Foreman Course will be given consideration when an employer hires a foreman.

ARTICLE 20 - ACCIDENTS AND SAFETY

20.1 (A) On all projects, provisions of the New Brunswick Occupational Health and Safety Act and Regulations will be adhered to.

(B) An Employee, as a condition of Employment, shall wear an approved safety helmet on the job site and shall own and wear his own protective clothing and footwear required in the normal course of his work.

(C) An Employee found in violation of safety regulations, found drunk or consuming alcoholic beverages on the job, found engaging in horse play to the danger of himself or other employees or found engaging in unsafe acts to the danger of himself or others shall be subject to dismissal.

(D) Shop Stewards shall bring to the attention of the Safety Officer or the Employer Representative any unsafe conditions, unsafe acts or violations of safety regulations. Shop Stewards and foremen shall require a basic knowledge of first aid under such arrangements as may be agreed upon mutually.

(E) An employee shall not be required to perform work where the conditions are unsafe, but nothing herein shall give an Employee the right to leave the job site during working hours until the unsafe conditions are reported to the

Employer and the Employer authorizes the Employee to leave the job site.

(F) Use of any electronic devices for the purposes of communications or entertainment shall not be permitted on the jobsite, except as explicitly authorized by the employer. Any violation of this article shall be subject to disciplinary action.

ARTICLE 21 - JURISDICTION

21.1 (A) The Employer bound by this Collective Agreement recognizes the respective crafts and work jurisdiction of the Local Union.

(B) The Union recognizes that conflicts of jurisdiction may arise in application of Sub Section (1) and it is understood and agreed that in the event of a dispute, the Employer bound by this Agreement, directs or makes an assignment of work in dispute to a person skilled in or belonging to a specific trade or craft or belonging to a specific Trade Union.

(C) In directing or making an assignment of work under Sub Section (2) of this Article, such assignment shall be made on Local Area practices only.

(D) If, in the application of Sub Section (2) of this Article, a Union is grieved by a direction or assignment made, recourse shall be made to the jurisdiction provisions set out in the Industrial Relations Act and no other. The Union agrees there will be no work stoppage, slow-downs, or any other individual or concerted action due to an Assignment of work.

ARTICLE 22 - SUB CONTRACTORS

22.1 Any work encompassed by the terms of this Agreement shall only be contracted out to a Contractor who is bound by this Agreement or who agrees to comply with the terms of this Agreement or a Contractor who has an Agreement respecting such work with the Construction and General Labourers Union # 900.

ARTICLE 23 - REPORTING TIME

23.1 When a person is definitely hired to work on the site and takes his tools, if any, on the job and is then refused work, the person shall receive a minimum of two (2) hours pay at the applicable rate. When a person receives pay under this Clause, Clause (B) shall not apply.

(B) When an Employee on the job or project reports as usual for work without having been notified by the Employer not to do so, and is unable to commence work because of climatic conditions or reasons beyond the control of the Employer,

the Employee shall receive a minimum of two (2) hours pay for so reporting. the Employee must remain on the job if so required by the Employer. If the Employee is required to remain on the job for more than two (2) hours and under four (4) hours without being placed in employment, the Employee shall receive a minimum of four (4) hours pay.

The Employee must remain on the job for a period if so requested by the Employer.

(C) When an Employee starts to work and is then sent home for lack of work due to a situation under the control of the Employer, the Employee shall receive a minimum of four (4) hours pay; if he is required to stay beyond the regular lunch break period, the Employee shall receive eight (8) hours pay for the day or shift. When an Employee receives pay under this Clause, Clause (B) shall not apply.

(D) When an Employee reports for work after receiving a call back and is not placed in employment, the Employee shall receive a minimum of two (2) hours pay. The Employee must remain on the job if so requested by the Employer.

ARTICLE 24 - LEAVE OF ABSENCE AND BEREAVEMENT

24.1 (A) An Employee may be granted a leave of absence without pay for proper reasons upon written application to the Employer.

(B) An Employee not reporting for work must notify the Employer concerned before the beginning of his shift or must give a reason satisfactory to the Employer for failing to report.

(C) An Employee, as a condition of employment, shall not work at his trade or occupation for pay or reward for any person other than his Employer.

(D) In the event of the death of his wife or child, mother or father, an employee shall be granted a leave of absence without pay of four (4) days. In the event of the a death of the brother or sister of an employee, a leave of absence without pay of three (3) days will be granted to attend the funeral. In the event of the death of a grandmother, grandfather, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law or sister-in-law a leave of absence without pay of one (1) day shall be granted to attend the funeral.

ARTICLE 25 - HEALTH, INSURANCE, PENSION AND OTHER DEDUCTIONS

25.1 (A) The Employers shall pay Four Dollars and Five Cents (\$ 4.05) on a straight time basis under this collective agreement to the Trust Fund. From this Four

Dollars and Five Cents (\$ 4.05) the Trustees shall :

(i) pay Fourteen Cents (\$ 0.14) to the Saint John Construction Association as a contribution to its Industrial Fund;

(ii) pay Ninety-four Cents (\$ 0.94) to the L.E.C.E.T., Training, Health & Safety, Labourer's AGC, Atlantic Region District Council;

(iii) pay Fifty-three Cents (\$ 0.53) per hour worked to the Labourers Training Fund for the exclusive purposes of providing core Safety Training to all members of Local # 900; 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. As part of this remaining amount, Five Cents (\$ 0.05) will be deposited into an account managed jointly by the employers and Union for the implementation and administration of a Drug and Alcohol program and RSAP like program.

The Employer shall contribute all contributions and payments (other than under Section B) for each cheque or other means of payment on or before the Fifteen (15th) of the following month to the L.I.U.N.A ARDC Trust c/o Benefit Plan Administrators Ltd, 38 Solutions Drive, Suite 100, Halifax, N.S., B3S 0H1, and shall provide BPA Ltd. with each employee's Social Insurance Number and total hours worked during the month.

(B) **Pension** - The Employer shall pay Four Dollars and Fifty-two (\$ 4.52) of which Two Cents (\$ 0.02) of the contribution is to be allocated to the Sixty and Twenty-five Pension Provision for each hour worked on a straight time basis by a Union member to the Labourer's Pension Fund of Central and Eastern Canada for the acquisition of pension benefit for the Union member. The Employer shall remit this Four Dollars and Fifty-two Cents (\$ 4.52) to the Labourer's Pension Fund of Central and Eastern Canada, P.O. Box 9002, Station Main, Oakville, Ontario, L6J 0B9.

On overtime hours, the Employer shall pay Six Dollars and Two Cents (\$ 6.02) for each overtime hour worked by a Union member to the Labourer's Pension Fund of Central and Eastern Canada for the acquisition of pension benefits for the Union member. The Employer shall remit this Six Dollars and Two Cents (\$ 6.02) for each overtime hour worked to the Labourer's Pension Fund of Central and Eastern Canada, P.O. Box 9002, Station Main, Oakville, Ontario, L6J0B9.

(19)

April 1, 2020 (A1) The Employers shall pay Four Dollars and Thirteen Cents (\$ 4.13) on a straight time basis under this collective agreement to the Trust Fund. From this Four Dollars and Thirteen Cents (\$ 4.13) the Trustees shall :

(i) pay Fourteen Cents (\$ 0.14) to the Saint John Construction Association as a contribution to its Industrial Fund;

(ii) pay Ninety-four Cents (\$ 0.94) to the L.E.C.E.T., Training, Health & Safety, Labourer's AGC, Atlantic Region District Council;

(iii) pay Fifty-three Cents (\$ 0.53) per hour worked to the Labourers Training Fund for the exclusive purposes of providing core Safety Training to all members of Local # 900; 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. As part of this remaining amount, Five Cents (\$ 0.05) will be deposited into an account managed jointly by the employers and Union for the implementation and administration of a Drug and Alcohol program and RSAP like program.

The Employer shall contribute all contributions and payments (other than under Section B) for each cheque or other means of payment on or before the Fifteen (15th) of the following month to the L.I.U.N.A ARDC Trust c/o Benefit Plan Administrators Ltd, 38 Solutions Drive, Suite 100, Halifax, N.S., B3S 0H1, and shall provide BPA Ltd. with each employee's Social Insurance Number and total hours worked during the month.

(B) **Pension** - The Employer shall pay Four Dollars and Seventy-two (\$ 4.72) of which Two Cents (\$ 0.02) of the contribution is to be allocated to the Sixty and Twenty-five Pension Provision for each hour worked on a straight time basis by a Union member to the Labourer's Pension Fund of Central and Eastern Canada for the acquisition of pension benefit

for the Union member. The Employer shall remit this Four Dollars and Seventy-two Cents (\$ 4.72) to the Labourer's Pension Fund of Central and Eastern Canada, P.O. Box 9002, Station Main, Oakville, Ontario, L6J 0B9.

On overtime hours, the Employer shall pay Six Dollars and Twenty-two Cents (\$ 6.22) for each overtime hour worked by a Union member to the Labourer's Pension Fund of Central and Eastern Canada for the acquisition of pension

(20)

benefits for the Union member. The Employer shall remit this Six Dollars and Twenty-two Cents (\$ 6.22) for each overtime hour worked to the Labourer's Pension Fund of Central and Eastern Canada, P.O. Box 9002, Station Main, Oakville, Ontario, L6J 0B9.

April 1, 2021 (A2) The Employers shall pay Four Dollars and Twenty-one Cents (\$ 4.21) on a straight time basis under this collective agreement to the Trust Fund. From this Four Dollars and Twenty-one Cents (\$ 4.21) the Trustees shall :

(i) pay Fourteen Cents (\$ 0.14) to the Saint John Construction Association as a contribution to its Industrial Fund;

(ii) pay Ninety-four Cents (\$ 0.94) to the L.E.C.E.T., Training, Health & Safety, Labourer's AGC, Atlantic Region District Council;

(iii) pay Fifty-three Cents (\$ 0.53) per hour worked to the Labourers Training Fund for the exclusive purposes of providing core Safety Training to all members of Local # 900; 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. As part of this remaining amount, Five Cents (\$ 0.05) will be deposited into an account managed jointly by the employers and Union for the implementation and administration of a Drug and Alcohol program and RSAP like program.

The Employer shall contribute all contributions and payments (other than under Section B) for each cheque or other means of payment on or before the Fifteen (15th) of the following month to the L.I.U.N.A ARDC Trust c/o Benefit Plan Administrators Ltd, 38 Solutions Drive, Suite 100, Halifax, N.S., B3S 0H1, and shall provide BPA Ltd. with each employee's Social Insurance Number and total hours worked during the month.

(B) **Pension** - The Employer shall pay Four Dollars and Ninety-two (\$ 4.92) of which Two Cents (\$ 0.02) of the contribution is to be allocated to the Sixty and Twenty-five Pension Provision for each hour worked on a straight time basis by a Union member to the Labourer's Pension Fund of Central and Eastern Canada for the acquisition of pension benefit

for the Union member. The Employer shall remit this Four Dollars and Ninety-two Cents (\$ 4.92) to the Labourer's Pension Fund of Central and Eastern Canada, P.O. Box 9002,

(21)

Station Main, Oakville, Ontario, L6J 0B9.

On overtime hours, the Employer shall pay Six Dollars and Forty-two Cents (\$ 6.42) for each overtime hour worked by a Union member to the Labourer's Pension Fund of Central and Eastern Canada for the acquisition of pension benefits for the Union member. The Employer shall remit this Six Dollars and Forty-two Cents (\$ 6.42) for each overtime hour worked to the Labourer's Pension Fund of Central and Eastern Canada, P.O. Box 9002, Station Main, Oakville, Ontario, L6J 0B9.

Any increase to the Pension contribution rate, both on straight time and overtime hours in the fourth (4th) and fifth (5th) year will be decided prior to the end of the anniversary date of the third (3rd) year.

(C) The Employer agrees to deduct on a weekly basis an amount equal to Two and one half (2.5 %) percent of each Employees' gross wages which will constitute working dues and also deduct the monthly dues set by the Local Union and/or initiation fee of the Union from the first pay on each month of thereafter and remit to Labourers International Union North America, Local Union # 900, 895 Ashburn Lake Road, P.O. Box 475, Saint John, N.B., E2L 3Z8, along with a list of said Employees' names, hours worked (straight & overtime), gross wages and amounts paid for deductions, by the 15th day of the following month for which the deductions were made.

(D) It is a condition of employment and compulsory that all employees pay Five Cents (\$ 0.05) per hour worked on a straight time basis from his or her hourly rate to the Trust Fund which the Trustees shall remit to the NB Building Trades Council as a contribution to the NB Building Trades Trust Fund. The Employer shall deduct the Five Cents (\$ 0.05) per hour worked on a straight time basis from each Employee's hourly rate and remit to LIUNA Local # 900,895 Ashburn Lake Road, P.O. Box 475, Saint John, N.B., E2L 3Z8.

ARTICLE 26 - TEN MINUTE BREAK

26.1 A ten (10) minute break shall be allowed close to the mid point of each half shift subject to the Employers operation requirements. The break shall be taken at the work station of the Employee or at such place as the Employer may designate. If it is practical to do so, coffee may be supplied or made available, and it shall be at the expense of the Employee. It is agreed that the Union or Employer or both shall discipline Employees abusing or violating this Clause. Every effort will be made to ensure as little disruptions of work as possible because of this Article.

ARTICLE 27 - PICKET LINE

27.1 (A) Refusal to cross a legally established picket line will not be considered a violation of this Agreement.

(B) Section 3 Obligation of Members:

Sub-section (C) To recognize and respect the right of the Union to adopt and enforce reasonable rules as to the responsibility of every member toward the organization as an institution and to refrain from conduct that would interfere with the performance of its lawful and contractual obligations.

Sub-section (D) To refrain from interfering with the proper conduct of all the business of the organization.

ARTICLE 28 - PRODUCTIVITY

A member shall not be referred to an Employer if the applicant was previously discharged for cause by the same Employer. In such a case, the Employer must issue a proper Record of Employment which clearly indicates that the member was discharged (as opposed to laid-off for shortage of work). Members who are twice lawfully rejected by an Employer for lack of skills, after referral by the Local Union, shall not be eligible for referral to a job requiring the same skills without first providing the Local Union with references from two (2) previous Employers, showing the applicant had demonstrated the skills required.

Recognizing the obligation of due diligence and the importance of safety on a construction site, a member shall not be referred to an Employer if the applicant was previously discharged for failure to comply with or for having had a non-negative drug/alcohol test result without having first completed the recommendations as set forth by a recognized Substance Abuse Professional.

The parties to this agreement, in cooperation with participating clients, will be implementing a voluntary Site Access Program, similar to the existing RSAP program, and working in conjunction with the "Canadian Model for providing a Safe Workplace" during the term of this agreement.

THE EFFECTIVE DATE OF THIS AGREEMENT IS THE 5th DAY of May, 2019.
THIS AGREEMENT EXPIRES March 31, 2024.

HEREBY SIGNED ON BEHALF OF CONSTRUCTION AND GENERAL LABOURERS
LOCAL UNION NO. #900.

THIS 5TH DAY OF May, A.D., 2019.




BUSINESS MANAGER



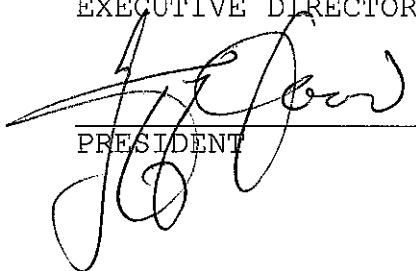
[Title obscured by signature]

SIGNED ON BEHALF THE EMPLOYERS AND THE SAINT JOHN CONSTRUCTION
ASSOCIATION, INC.

THIS 5TH DAY OF May, A.D., 2019.



EXECUTIVE DIRECTOR



PRESIDENT

DEFINITIONS

1. Cleaning, washing, scrubbing, mopping, sweeping of all lunchrooms and operation of vacuum cleaners.
2. Supplying of all drinking water to all Trades.
3. Operation of all water vehicles for dusting down roads and snowplowing.
4. Operation of all rubber tired farm and tow tractors.
5. Labourers will drive float when the float is carrying goods on site under the jurisdiction of the Labourers, but not to include transportation. This also applies to pick-up trucks.
6. Changing of rubber tires and transporting same for repairs.
7. Handling, loading, unloading, placing, tying, cutting, welding, shaping by any mode or method of all steel used for the purpose of re-enforcing concrete.

SCHEDULE "A"

Red Seal/Journeyman	May 5, 2019	\$ 24.20
	April 1, 2020	\$ 24.85
	April 1, 2021	\$ 25.51
	April 1, 2022	\$ 26.42
	April 1, 2023	\$ 27.33
Qualified Labourer	May 5, 2019	\$ 23.91
	April 1, 2020	\$ 24.27
	April 1, 2021	\$ 24.64
	April 1, 2022	\$ 25.25
	April 1, 2023	\$ 25.87

Expiry March 31, 2024

Mason Tenderers without Red Seal/Journeyman qualifications shall be paid the commercial rate when working on commercial projects.