

BETWEEN

THE COMPANIES SIGNATORY TO THIS AGREEMENT, AS
SET FORTH IN SCHEDULE "A" AND THE SAINT JOHN
CONSTRUCTION ASSOCIATION, INC.

AND

THE BUILT-UP ROOFERS DAMP AND WATER PROOFERS
SECTION OF SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION, LOCAL NO. 437 REFERRED TO AS
THE "UNION"

AND

THE SAINT JOHN CONSTRUCTION ASSOCIATION, INC.

2022 - 2024

ARTICLE 1 - RECOGNITION

- 1.01 All Signatory Roofing Companies who employ Journeymen Roofers and Roofers Apprentices and Assistants recognize the Built-Up Roofers, Damp and Waterproofers Section of the Sheet Metal Workers International Association, Local Union #437 as the sole and exclusive bargaining agent with respect to this trade for the Province of New Brunswick.
- 1.02 During the life of this Agreement, the Union agrees not to negotiate either individually or in concert with other Unions, any other terms or conditions of the Agreement different from this Agreement with any Employers or other parties within the area of this Agreement.
- 1.03 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and their Employees and to provide machinery for the prompt and equitable disposition of grievances and to establish disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provision of this Agreement.
- 1.04 The Union recognizes the Saint John Construction Association and the Association recognizes the Union with regard to the authorization held by the Association for the purpose of this Collective Agreement.

ARTICLE 2 - SCOPE OF AGREEMENT NEW BRUNSWICK

- 2.01 This Agreement encompasses the trade comprising all Built-Up Roofing Waterproofing, Asphalt Shingles and Shakes, Insulating above and below grade on structures, Elastomeric, coal process, Bituminous, spray on insulation on roofs, thermal roof insulation and all other roof material including P.V.C, the fabrication and installation of all Sheet Metal Work which are inherent components of the above installations, exterior flashings and/or Sheet Metal work pertaining to the weather-proofing of the exterior structures.
- 2.02 It is further agreed between the Company and the Sheet Metal Workers International Association, Local Union #437 that joint representation will be made to the Government of the Province of New Brunswick to facilitate the establishment of a training program for the Industry as defined in Article 2.01 of this Agreement.

(3)

the owners' discretion.

- 3.06 The Job Steward shall be appointed by the Union and shall have been employed by the company as a qualified Roofer. The Union will notify the Company and the Saint John Construction Association of the name of the job Steward in writing. It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the Job.
- 3.07 The Job Steward shall not suffer discrimination from the Company as a result of his functions representing the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union agrees and acknowledges that the Company has the exclusive right to manage the business, including but not limited to discipline, hiring, lay-off, rehiring and assigning employees and supervisors, to direct and to promote and demote employees, to discharge Employees for just and sufficient cause, to determine crew size and composition, to determine materials, sub-contractors, to limit Union activity on Company property and in Company time, to eliminate interruptions of work, to set the level of quality and quantity of work.
- 4.02 No member of the Union who is employed shall do any work at his trade or connected work for any other person outside of the regular working hours as laid down in this Agreement. Employees found doing so shall be disciplined in accordance with the provisions of the Union and the Employer.

ARTICLE 5 - GEOGRAPHICAL JURISDICTION

- 5.01 The signatory contractors and the Association and the Union agree that the Agreement covers the Province of New Brunswick.

ARTICLE 6 - JURISDICTIONAL DISPUTES

- 6.01 All jurisdictional disputes between or among Building and Construction Trade Unions and Employees, parties to this Agreement shall be settled or adjusted by the Unions involved without interruption of work.
- 6.02 Both parties agree that jurisdictional disputes within their respective organizations arising from this Agreement, or on jobs on which this Agreement applies shall not interfere in any way with the normal orderly expeditions and economic progress of the work.

(5)

days after the grievance is submitted to him and shall render his decision to the parties within ninety-six (96) hours after the completion of the hearing.

- 7.05 The Arbitrator shall have the jurisdiction and authority to:
- (a) Alter any discipline imposed by an Employer including altering a discharge to a suspension.
 - (b) Make such award, or other direction as the Arbitrator considers just and necessary, but may not alter or amend any wages or terms or conditions of this Agreement.
 - (c) Award compensation, including damages.

7.06 The cost of each Arbitration case shall be borne equally by the parties hereto.

ARTICLE 8 - SAFETY

8.01 Provisions of the New Brunswick Occupational Health and Safety Act will be adhered to on all jobs.

ARTICLE 9 - DISCRIMINATION

9.01 The Employer and the Union agree there will be no discrimination, restrictions or coercion exercised or practiced with respect to any Employee by reason of his race, colour or religious affiliation or political affiliation or his membership in a Trade Union.

9.02 The Association, the Employers and the Union shall have a Joint Labour Management Committee consisting of two representatives appointed by the Employers, and two representatives appointed by the Union. This committee shall convene at the call of either party. The Saint John Construction Association will convene the meeting and supply secretarial services. The purpose will be to discuss mutual problems and make recommendations to either party so as to improve the harmonious relationships.

ARTICLE 10 - WAGES

10.01	BASE RATE	VACATION PAY	HEALTH&WEL. S.J.C.A. IND. RELATIONS TR. FUND	Safety Training Fund	GROSS RATE
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Jan. 17/22	\$ 30.24	\$ 3.02	\$ 2.85	\$0.15	\$ 36.26
Jan, 1/23	\$ 31.10	\$ 3.11	\$ 2.85	\$0.15	\$ 37.21
Jan, 1/24	\$ 31.96	\$ 3.20	\$ 2.85	\$0.15	\$ 38.16

shall be as follows: Time and one-half (X 1 ½) thereafter.

- 11.3 All work done Saturday, Sunday and Legal Holidays shall be paid at double time rate.
- 11.4 In the case of two or more shifts being employed on a jobsite, exclusive of overtime and holidays, the rate shall be eleven (11) hours pay for ten (10) hours worked for the second shift.
- 11.5 All overtime shall be on a voluntary basis.
- 11.6 Employees required to work more than Ten (10) hours without prior notice, shall be given a hot meal consumed on a twenty (20) minute break, or without a supper in any day, the Employee shall be given one (1) hour pay in lieu of a meal.
- 11.7 Conditions set out in this Article are exclusive of those set out in Article 15.6 - Travel time.

ARTICLE 12 - LEGAL HOLIDAYS

12.1 The following days shall be considered as Holidays for the purpose of this Agreement.

- | | |
|-----------------|-------------------|
| New Years Day | Dominion Day |
| Remembrance Day | Queens Birthday |
| Labour Day | Christmas Day |
| Good Friday | Thanksgiving Day |
| Boxing Day | New Brunswick Day |
| Family Day | |

If the Holiday falls on a Saturday or Sunday, Monday is the Holiday.

ARTICLE 13 - VACATION & HOLIDAY PAY

- 13.1 Vacation and Holiday Pay shall be Ten percent (10%).
- 13.2 All Vacation and Holiday Pay for Employees shall be paid weekly.

ARTICLE 14 - WEEKLY PAY

14.1 Wages are to be paid by cheque or direct deposit no later than Thursday of each week during working hours.

When an employee is leaving the Employer's service under any condition, he shall be paid in full no later than the next regular pay period.

The E.I. Record of Employment be filed electronically no later than five (5) days from the last day of employment.

ARTICLE 15 - TRANSPORTATION AND ROOM AND BOARD

15.1 All Employees shall provide their own transportation within a Twenty-five (25) Kilometer radius of the Town Hall.

shall be designated to deliver same.

- 17.4 It is agreed that a premium of Fifty cents (\$.50) per hour of the Employees rate shall be paid for the application of work performed on waterproofing, vertical walls below ground for cold applied emulsions. It is further agreed, the Employer shall supply rubber gloves.
- 17.5 It is agreed no Employee will suffer any loss of any kind due to the signing of this Agreement.
- 17.6 Bereavement Pay - Two (2) days bereavement pay shall be paid a married or co-habiting employee who has lost time from work due to the death of any member of his immediate family, which includes spouse, children, mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren. Two (2) days bereavement pay shall be paid to a single employee who has lost time from work due the death of any member of his immediate family, which includes the following: mother, father, sister or brother, grandparents or grandchildren

ARTICLE 18 - HEALTH, WELFARE, PENSION AND TRAINING FUND

- 18.1 The Employer and the Union confirm the establishment of the New Brunswick Sheet Metal Industry Employer Employee Trust Fund (Fund) in accordance with a Trust Agreement between the Union and the Saint John Construction Association Inc. and their designated Trustees. The purpose of the Trust Fund is to provide Health and other insurance benefits the Trustees, in their sole discretion, determine (the Insured Benefits) for the Union members to the extent that the funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and the Saint John Construction Association Inc. 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, (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 Sheet Metal Workers International Association (affiliated Locals) to participate in one or more of the Insured Benefits.
- Non-union employees and Roofers Assistants employed under Article 3 of this Collective Agreement are not entitled to any of the Insured Benefits or to participate in the New Brunswick Sheet Metal Registered Savings Plans.

Union members (other the Roofers Assistant) and to cover the cost of administrating the trust (including the education of the Trustees with respect to their obligations as Trustees);

(d) Effective January 17, 2022, Twenty-seven Cents (\$ 0.27) for each hour worked by a Roofers Assistant to the Trust Fund of which Twelve Cents (\$ 0.12) will be remitted to the Saint John Construction Association as a contribution to the Saint John Construction Association Industrial relations Trust Fund and Fifteen Cents (\$0.15) will be remitted to the jointly monitored Safety Training Fund.

18.3 It is a condition of employment and compulsory for Roofers and apprentices and shall be optional for Roofers Assistants to pay effective On Signing, One Dollar and Seventy-Five Cents (\$1.75) per hour worked from his or her hourly rate to the Trust Fund which shall be remitted to the New Brunswick Sheet Metal Registered Savings Plan established for that Roofer or apprentice and that contributing Roofers Assistant. The Employer shall deduct the One Dollar and Seventy-five Cents (\$ 1.75) per hour worked from each Roofer, Apprentice and contributing Roofers Assistant's hourly rate and remit in accordance with the terms of this Article.

18.4 It is a condition of employment and compulsory that all Roofers and Apprentices pay One Dollar and Fifteen Cents (\$1.15) per hour worked from his or her hourly rate to the Trust Fund. From this One Dollar and Fifteen Cents (\$ 1.15), the Trustees shall pay:

- (i) Ten Cents (\$0.10) to the Industrial Improvement Training Fund, and
- (ii) One Dollar and Five cents (\$1.05) to the Union as a contribution to the Union administration Fund.

It is a condition of employment and compulsory that all Roofers Assistants pay Forty Cents (\$ 0.40) per hour worked from his or her hourly rate to the Trust Fund. From this Forty Cents (\$0.40), the Trustees shall pay:

- (i) Forty cents (\$ 0.40) to the Union with a list of names for whom the contribution to the Union Administration Fund was made.

18.5 If directed by the Union, the Trustees shall remit (net of

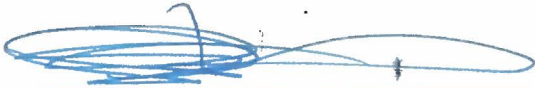
DATED AT SAINT JOHN, NB, THIS 17th DAY OF January, 2022.

SIGNED ON BEHALF OF:
ALL SIGNATORY ROOFING
COMPANIES IN THE PROVINCE OF
NEW BRUNSWICK

SIGNED ON BEHALF OF:
SAINT JOHN CONSTRUCTION
ASSOCIATION, INC.

SIGNED ON BEHALF OF:
THE BUILT-UP ROOFERS DAMP AND
WATER PROOFERS SECTION OF THE
SHEET METAL WORKERS

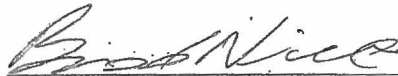
S.M.A.R.T.,
LOCAL UNION #437



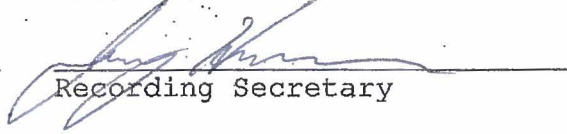
Executive Director



Witness



President



Recording Secretary

Witness

Saint John Construction Association Inc.

Phone: (506) 634-1747
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263 GERMAIN STREET

SAINT JOHN

NEW BRUNSWICK

E2L 2G7

January 17, 2022

To All Contractors Signatory
to the Collective Agreement
Between the
Saint John Construction Association
and the
Roofers Section of Sheet Metal Workers Local # 437



Dear Sir,

Please be advised the Saint John Construction Association has concluded a new collective agreement with the above mentioned Roofers Union Local # 437 covering the province of New Brunswick.

It is effective January 17, 2022 and expires December 31, 2024.

The following is a summary of the changes in the monetary package distribution:

1) Wage Summary

	<u>Jan. 17/22</u>	<u>Jan. 1/23</u>	<u>Jan. 1/24</u>
Base Rate	\$ 30.24	\$ 31.10	\$ 31.96
Vacation Pay (10%)	3.02	3.11	3.20
Health & Welfare	2.85	2.85	2.85
Safety Training Fund	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>
Total package	\$ 36.26	\$ 37.21	\$ 38.16

2) Article 10.2 - Foreman rate increased to \$ 5.00 above journeyman rate.

3) Article 13 - Vacation & Holiday Pay to be paid weekly.

4) Article 14.1 Weekly Pay and layoffs - Deleted "cash" and payout on layoffs moved to next regular payday.

5) Article 15 - Board - Adequate lodging and \$ 55.00 per day worked.

6) Article 18.4 - Union Deductions - Increased to One Dollar and Fifteen Cents (\$1.15)/ hour.



Founded 1886

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

