

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

**BETWEEN**

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

**AND**

**THE MONCTON NORTHEAST CONSTRUCTION ASSOCIATION INC.**

**2006 - 2010**

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**ARTICLE 1            PURPOSE**

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

**ARTICLE 2            RECOGNITION**

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

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

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

**ARTICLE 3            MANAGEMENT RIGHTS**

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

**ARTICLE 4            HIRING**

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

            The Employer agrees to communicate the names of carpenters, apprentices, foremen and/or tradesmen employed to the Local Union by fax (1-506-452-1060)

            The Employer will stipulate the type of work to be performed and the names of members requested.. Members shall have possession of a work referral slip to the Employer. .

4.2        If the Local Union is unable to provide the required 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 5            COMMERCIAL HOURS OF WORK**

5.1        A regular working week consisting of not more than fifty (50) hours of work to be performed during regular shift periods, and a regular shift period consisting of not more than ten (10) hours of

work per day, with one-half hour for lunch, un-paid, which is to be taken between the hours of 12:00 noon and 12:30 pm. When it is necessary that one (1) hour be taken for lunch, the workday shall end at 5:00 pm.

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

## **ARTICLE 6 HOURS OF WORK - STRUCTURES AND WATER & SEWER**

6.1 Day Shift- A regular working week consisting of not more than fifty (50) hours of work to be performed during regular shift periods, and a regular shift period consisting of not more than ten (10) hours of work per day, between the hours of 7:00 am and 7:00 pm with a one-half hour for lunch, which is to be taken as near to the middle of the shift as possible.

6.2 When work is available and an Employee does not reach fifty (50) hours worked due to inclement weather from Monday to Friday, the Employer will attempt to schedule additional hours to enable the employee to achieve up to 50 hours.

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

6.4 Continuous Pouring-

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

8:00 am - 4:00 pm

4:00 pm - 12:00 Midnight

12:00 Midnight - 8:00 am

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

A pre job conference between the Association and the Business Agent must be held before commencing work, which is subject to 5.6.

(B) It is agreed and understood that on three shift operations, the fifteenth (15th) shift may be worked on straight time on Saturday, subject to "Make-up" in Article 5.4.

6.5 Tidal Work on a Special Shift - In recognition of the unusual restrictions that are imposed on any Employer engaged in work that is subject to the ebb and flow of the tides, it is agreed that starting and quitting time of the regular day shift may be altered to accommodate the particular work.

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

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

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

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

**ARTICLE 7 VACATION AND STATUTORY HOLIDAYS**

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

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

If any of the above Holidays fall on a Saturday or Sunday, the following Monday will be the recognized Holiday except where Christmas falls on a Saturday or Sunday then the following Monday will be the Holiday for Christmas and Boxing Day.

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

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

7.3 Vacation pay shall be paid weekly.

7.4 Labour Day shall be a paid Holiday. When an Employee works on Labour Day the Employee shall receive double time plus his/her regular days pay. To be eligible for Labour Day, the Employee must work the working day before and the working day after Labour Day.

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

**ARTICLE 8 APPRENTICESHIP TRAINING**

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

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

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

8.2 All Apprentices shall be employed in accordance with the provisions of the Apprenticeship and Occupational Certification Act, and the parties hereto agree to observe all provisions of the said Act.

8.3 To further develop and improve the qualifications of the Apprentice, it is agreed by all parties named - (a) the Joint Apprenticeship Training Committee (b) Apprentice (c) Employers - after consultation with the parties involved, the Joint Apprenticeship Training Committee reserves the right to refer an Apprentice from one phase or operation of a job, or from one Employer to another, in order that the Apprentice will receive relevant on-the-job training and work experience as set out in the progress record book for the carpentry occupation. Apprentices also must have their referral slip verified by the Joint Apprenticeship Training Committee designate.

8.4 The ratio of Apprentices to Journeymen shall normally be one (1) Apprentice to one (1) Journeyman. However, the Employer at his discretion may employ apprentices in a ratio of not greater than three (3) Apprentices to one (1) journeyman.

8.5 Starting rate of Apprentices shall be for the first year: seventy-five percent (75%) of the Journeyman's rate, adjusted as follows:

- 75%, 1st year, 0-1800 hours at the trade, Block One completed
- 80%, 2nd year, 1801-3600 hours at the trade, Block Two completed
- 85%, 3rd year, 3601-5400 hours at the trade, Block Three completed
- 90%, 4th year, 5401-7200 hours at the trade, Block Four completed

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

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

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

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

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

## **ARTICLE 9                    MAINTENANCE OF TOOLS**

9.1 (A) All Employees at the beginning of their engagement shall have tools in good working condition, subsequent to this, tools shall be maintained in such good condition on employer's time with Employers permission. On notice of lay-off of Employees, if employed one week, shall be given two

(2) hours to be used for conditioning tools. If saw filers are employed on the site, they shall be members of the Union. All power tools shall be supplied by the Employer and kept in safe operating condition.

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

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

## **ARTICLE 10                   JOB CONDITIONS**

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

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

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

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

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

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

10.7    The Employer will provide where necessary, raincoats, rubber boots, safety helmets, safety goggles, etc. for use of the Employees, such equipment shall be under the care of Employees and shall be returned on termination of employment or at Employer's request.

10.8    If power tools, patent mitre boxes or staplers are required, they shall be supplied by the Employer. The use, handling, maintaining, storage of same will be directed by the Employer and shall be in the charge of a journeyman or an Apprentice under the direction of a Journeyman.

## **ARTICLE 11                   UNION REPRESENTATIVES - SHOP STEWARD - DISCRIMINATION**

11.1    Union Representatives shall have access to all job sites after first informing the Project Manager or person in charge. Whenever security regulations prevent access to any job or project, the Employer

shall assist the Union Representative in obtaining the necessary pass or permission to gain access to the sites.

11.2 When there are three (3) or more Employees of the Employer on a job site, the Business Agent of the Union may appoint a Job Steward from among the qualified Journeymen Employees of the Employer. The Job Steward may be verbally appointed but immediately thereafter written notice of appointment shall be given to the Employer and where possible the "Association". Recognition of the Job Steward shall be effective from receipt of notification of appointment and shall be effective until written notice is received or revocation.

11.3 The Employer agrees to give an authorized representative of the Union the names of the Employees on the job at least once a month, if requested. This will apply to tradesmen and apprentices only.

## **ARTICLE 12 UNION SECURITY AND CHECK-OFF**

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

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

12.3 Union working dues of three percent (3%) per basic hourly rate for all hours worked by the Employees shall be deducted from the Employees hourly rate, The Union working dues and initiation fees deducted shall be remitted to the Financial Secretary of Local Union no later than the fifteenth (15th) day of the month following such deductions, together with a list of all employees, and their Social Insurance Numbers, on whose behalf such deductions have been made.

The Employer further agrees to pay interest of three percent (3%) per day for each day of delinquency on all overdue remittances provided the Employer is given a grace period of ten (10) days in addition to the required regular time for remittances as referred to above.

## **ARTICLE 13 JURISDICTIONAL DISPUTE**

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

## **ARTICLE 14 TERMINATION OF EMPLOYMENT OR LAY-OFF**

14.1 Except in the case of discharge for just cause, the Employer shall give an Employee the two (2) hours notice of lay-off or termination. Employment is to end at the beginning of the lunch period or the end of the shift.

14.2 When employment is terminated by an Employer the earned wages in full of the Employee shall be paid within seven (7) calendar days. The Employee's vacation pay and separation slip shall be mailed to the Employee, by registered mail within seven (7) regular working days of the termination; if the Employee prefers he/she may inform the Employer when he/she leaves the job site that he/she will pick up the above items at the on-site office of the Employer at a mutually agreed time no later than the next pay period after the termination of his/her employment.

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

## **ARTICLE 15 PAYMENT OF WAGES**

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

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

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

## **ARTICLE 16 HEALTH & SAFETY**

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

16.2 The Employer and Union agree that they mutually desire to maintain a high standard of Safety and Health on the projects and for the Employer to make adequate and reasonable provisions for the Safety and Health of the Employees.

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

16.4 An Employee absent by reason of illness or accident who wishes to return to work shall be reinstated by the Employer if work is available.

## **ARTICLE 17 STRIKES & LOCKOUTS**

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

**ARTICLE 18                    LABOUR MANAGEMENT COMMITTEE**

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

**ARTICLE 19                    LEAVE OF ABSENCE**

19.1    The Employer shall allow designated members of the Union leave of absence without pay, to attend official Union conventions or Union business.

19.2    In the event of the death of the Employee’s wife, child, mother or father, he/she shall be granted a leave of absence without pay for four (4) days.

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

**ARTICLE 20                    GRIEVANCE AND ARBITRATION**

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

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

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

20.3    Where a policy grievance arises, Articles 19.1, 19.2 shall not be required, and the parties can proceed directly to Arbitration. Before introducing policy grievances to arbitration, all efforts shall be made to settle the grievances.

20.4    After exhausting the procedures set out in the foregoing paragraphs, either of the parties involved shall notify the other party in writing of its desire to submit the differences or allegations to arbitration, and the notice shall contain the name of the party’s appointee to the Arbitration Board.

20.5    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.

20.6 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.

20.7 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.

20.8 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; and
- (d) the Arbitrator shall in no way be empowered to alter or amend the terms of the Collective Agreement without the written consent of both parties to this Agreement.

20.9 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 Arbitrator's decision at the earliest possible date.

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

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

## **ARTICLE 21 SUB CONTRACTING**

21.1 The Employer shall not contract out, subcontract or sublet directly or indirectly, either in whole or in part any of the work within the Union jurisdiction as recognized in Article 2 of the Collective Agreement, except as provided in this Article.

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

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

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

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

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

**ARTICLE 22 WAGES AND FOREMAN**

22.1 The rate for a Journeyman shall be as follows:

	July 17/06	Jan 1/07	July 2/07	July 7/08	July 6/09
<b>Carpenter</b>					
Basic Hourly Rate	\$17.02	\$17.52	\$18.42	\$19.42	\$20.34
Vacation Pay (10%)	1.70	1.75	1.84	1.94	2.03
Health & Welfare	1.43	1.63	1.89	2.04	2.03
Pension	1.00	1.00	1.00	1.00	1.25
Training	0.29	0.29	0.29	0.29	0.29
<b>TOTAL</b>	<b>\$21.44</b>	<b>\$22.19</b>	<b>\$23.44</b>	<b>\$24.69</b>	<b>\$25.94</b>
<b>Drywall</b>					
Basic Hourly Rate	\$19.37	\$19.37			
Vacation Pay (10%)	1.97	1.97			
Health & Welfare	1.33	1.33			
Pension	1.00	1.00			
Training	0.24	0.24			
<b>TOTAL</b>	<b>\$24.20</b>	<b>\$24.20</b>			

Wages for Apprentices will be as described in Appendix B.

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

22.2 The rate for Foremen shall be ten percent (10%) above the basic hourly rate.

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

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

**ARTICLE 23 HEALTH & PENSION**

23.1 The Employer agrees to pay one dollar and forty-three cents (\$1.43) per hour for each hour worked to the Carpenters’ Health Trust Fund. It is agreed that thirteen cents (\$0.13) per hour of the one dollar and forty-three cents (\$1.43) contributed by the Employer shall be returned by the administration

of the trust to the Labour Relations and Education Trust Fund of the Moncton Northeast Construction Association.

The Employer will agree to pay one dollar (\$1.00) per hour for each hour worked to the Carpenter's Pension Fund.

23.2 Training Trust Fund: The Employer will contribute twenty-nine (\$0.29) per hour worked to the Carpenters' Training Trust Fund, to be remitted to:

United Brotherhood of Carpenters and Joiners of America  
127 Main Street, Fredericton, NB E3A 1C6

The Training Trust Fund will be jointly trusted and administered by the Union and the Association.

23.3 The Union reserves the right to change the amounts remitted to the above funds on implementation of the increase in the total package rate that becomes effective January 1, 2007, July 2, 2007, July 7, 2008 and July 8, 2009. However, it is agreed that for the increase on January 1, 2007 at least fifty cents (\$0.50) must be applied to the hourly rate plus vacation component of the rate and at least one dollar of the increases of July 2, 2007, July 7, 2008 and July 8, 2009 must be applied to the hourly rate plus vacation component of the rate.

## **ARTICLE 24 ENABLING CLAUSE**

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

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

## **ARTICLE 25 TERM AND DURATION**

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

This Agreement shall be in effect for a term beginning July 17, 2006, and shall continue in force until June 30, 2010, and shall automatically be renewed thereafter for successive periods of twelve months, unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) days prior to the expiration date of this Agreement or renewal thereof.

## **APPENDIX A                      DEFINITIONS**

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

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

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

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

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

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

The fastening on of all wooden, plastic or composition cleats no iron work other materials: the on-site fabrication, installation and welding, of all imbedded metal including all sleeves and tie rods. The setting of door frames and hanging of doors including man doors, overhead doors, metal clad doors, and installing hardware by any means: the setting of window frames and hanging of sash, inside and outside blinds, windows and other frames.

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

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

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

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

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

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

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

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

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

The erection of all safety barriers.

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

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

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

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

The installation and maintenance of soil stabilization systems.

Raised computer floors.

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

Drivers and diving tendering.

Core drilling related to underwater work

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

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

Pipeliner for waterworks and power plants requiring diving,

Framing or erecting of wood buildings including prefabrication on site.

Handling of lumber and drywall.

Fabrication and setting of screens for concrete and mastic floors.

Installation of runways and stages

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

**APPENDIX B                      RATES**

	CARPENTER		DRYWALL	
	July 17, 2006	Jan 1, 2007	July 17, 2006	
	Journeyman		Journeyman	
Basic Hourly Rate	\$17.02	\$17.52	\$19.66	
Vacation Pay (10%)	1.70	1.75	1.97	
Health & Welfare	1.43	1.63	1.33	
Pension	1.00	1.00	1.00	
Training	0.29	0.29	0.24	
<b>TOTAL</b>	<b>\$21.44</b>	<b>\$22.19</b>	<b>\$24.20</b>	
	1st Year Apprentice (75%)		1st Year Apprentice (75%)	
Basic Hourly Rate	\$12.74	\$13.14	\$14.75	
Vacation Pay (10%)	1.27	1.31	1.48	
Health & Welfare	1.43	1.63	1.33	
Pension	1.00	1.00	1.00	
Training	0.29	0.29	0.24	
<b>TOTAL</b>	<b>\$16.73</b>	<b>\$17.37</b>	<b>\$18.80</b>	
	2nd Year Apprentice (80%)		2nd Year Apprentice (80%)	
Basic Hourly Rate	\$13.58	14.02	\$15.73	
Vacation Pay (10%)	1.36	1.40	1.54	
Health & Welfare	1.43	1.63	1.33	
Pension	1.00	1.00	1.00	
Training	0.29	0.29	0.24	
<b>TOTAL</b>	<b>\$17.66</b>	<b>\$18.34</b>	<b>\$19.87</b>	
	3rd Year Apprentice (85%)		3rd Year Apprentice (85%)	
Basic Hourly Rate	\$14.43	\$14.89	\$16.71	
Vacation Pay (10%)	1.44	1.49	1.64	
Health & Welfare	1.43	1.63	1.33	
Pension	1.00	1.00	1.00	
Training	0.29	0.29	0.24	
<b>TOTAL</b>	<b>\$18.59</b>	<b>\$19.30</b>	<b>\$20.97</b>	
	4th Year Apprentice (90%)		4th Year Apprentice (90%)	
Basic Hourly Rate	\$15.28	\$15.77	\$17.69	
Vacation Pay (10%)	1.53	1.58	1.77	
Health & Welfare	1.43	1.63	1.33	
Pension	1.00	1.00	1.00	
Training	0.29	0.29	0.24	
<b>TOTAL</b>	<b>\$19.53</b>	<b>\$20.27</b>	<b>\$22.03</b>	

	CARPENTER			
	July 2, 2007	July 7, 2008	July 6, 2009	
	Journeyman			
Basic Hourly Rate	\$18.42	\$19.42	\$20.34	
Vacation Pay (10%)	1.84	1.94	2.03	
Health & Welfare	1.89	2.04	2.03	
Pension	1.00	1.00	1.25	
Training	0.29	0.29	0.29	
TOTAL	\$23.44	\$24.69	\$25.94	
	1st Year Apprentice (75%)			
Basic Hourly Rate	\$13.82	\$14.56	\$15.25	
Vacation Pay (10%)	1.38	1.46	1.53	
Health & Welfare	1.89	2.04	2.03	
Pension	1.00	1.00	1.25	
Training	0.29	0.29	0.29	
TOTAL	\$18.38	\$19.56	\$20.35	
	2nd Year Apprentice (80%)			
Basic Hourly Rate	\$14.74	\$15.53	\$16.27	
Vacation Pay (10%)	1.47	1.55	1.63	
Health & Welfare	1.89	2.04	2.03	
Pension	1.00	1.00	1.25	
Training	0.29	0.29	0.29	
TOTAL	\$19.39	\$20.41	\$21.47	
	3rd Year Apprentice (85%)			
Basic Hourly Rate	\$15.66	\$14.43	\$17.29	
Vacation Pay (10%)	1.57	1.44	1.73	
Health & Welfare	1.89	2.04	2.03	
Pension	1.00	1.00	1.25	
Training	0.29	0.29	0.29	
TOTAL	\$20.41	\$21.48	\$22.59	
	4th Year Apprentice (90%)			
Basic Hourly Rate	\$16.58	\$15.28	\$18.31	
Vacation Pay (10%)	1.57	1.53	1.83	
Health & Welfare	2.04	2.04	2.03	
Pension	1.00	1.00	1.25	
Training	0.29	0.29	0.29	
TOTAL	\$21.42	\$22.55	\$23.71	

## APPENDIX C            TOOL LIST

### GENERAL CARPENTER TOOLS:

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

### TOOLS FOR FORM WORK:

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

### TOOLS FOR SCAFFOLDING:

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

### TOOLS FOR DRYWALL AND CEILINGS:

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

**Letters of Understanding**

THESE LETTERS ARE APPLIED TO ALL THREE (3) AGREEMENTS  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
RE: HIRING AND RE-HIRING OF LONG STANDING EMPLOYEES OF THE  
EMPLOYERS

It is agreed by both parties that when a request for Employees is made under Article 4 of the Collective Agreement, that a Contractor will request the Employees who are unemployed who have a long association with that Company, and the Union will provide these Employees with long association whenever possible.

(sgd) Floyd Logan  
(sgd) P.D. Darrah  
(sgd) Guy Dumoulin  
(sgd) Burt Michaels

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
Dear Sirs:

It is the intention of the Contractors Association to assist the Local Unions in the collection of wages and benefits when an owing contractor goes out of business, bankrupt, etc.. The Association will, upon receipt from the Locals or a written list of names and Social Security Numbers and amounts claimed, follow the following procedures:

1. We will contact the General Contractor if it is a Sub-Contractor and request that he holds any monies due until he receives from the Local a Statutory Declaration that the Employees have been paid.
2. In the case of a General Contractor, we will advise the Owner and request that he has any monies due until he receives from the Local a Statutory Declaration that the Employees have been paid.

We wish to point out that our success rate in obtaining the Employee's money from our past practice of doing this has been 95% effective and we feel this will adequately protect your Employees.

(sgd) Guy Dumoulin                      (sgd) Burt Michaels  
(sgd) P.D. Darrah                        (sgd) Floyd Logan

**SIGNING PAGE**

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

THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA

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WITNESS:

WITNESS:

THIS AGREEMENT WAS SIGNED THIS 8<sup>th</sup> OF AUGUST 2006