

COLLECTIVE AGREEMENT  
BETWEEN  
THE INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL NO. 8, N.B.  
SAINT JOHN CONSTRUCTION ASSOCIATION INCORPORATED  
ON BEHALF OF ITS ACCREDITED MEMBERS  
EMPLOYING PERSONS DOING OUR WORK  
AND  
ANY NEW MEMBER WHO MAY JOIN DURING THE TERM OF THIS  
AGREEMENT  
LIST OF CONTRACTORS WHO ARE MEMBERS INSIDE COVER  
2006 - 2010

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**ARTICLE 1 - RECOGNITION**

1.1 The Employer recognizes the International Union of Bricklayers and Allied Craftworkers, Local #8 as the sole collective bargaining agent for all Members and their Apprentices employed by the Employers within all counties in the Province of New Brunswick.

NOTE: The Association will endeavour to help the Local Union obtain all outstanding Contractor Signatures.

1.2 Hiring of men shall be through Mr. Gerald Reinders (506-388-5493). If not available contact Mr. Denny Vautour (506-635-1505)

8NB-Fredericton: Sunbury and York Counties

8NB-Chipman: Queens County

8NB-Moncton: Albert, Westmorland, Kent, Northumberland and Gloucester Counties

8NB-Edmundston: Restigouche, Victoria, Carleton and Madawaska Counties

8NB-Saint John: Saint John, Charlotte and Kings Counties

**ARTICLE 2 - RECOGNITION**

2.1 (A) The Union and all its Members recognize the Association as the sole Collective Bargaining Agent for all Member Contractors and (or any other Contractor or Contractors who require the services of the Union Members) in all the counties of the Province of New Brunswick. 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. The Union also agrees that any of its Members who contract by fixed sum or by hourly rate shall be subject to the terms and conditions of this Agreement and further agrees to sign this Collective Agreement.

(B) The Union will not recognize or supply manpower to any Contractor unless he becomes signatory to this Collective Agreement.

(C) The Union agrees not to supply their Members or to permit their Members to work directly or indirectly for any Individual or Corporation who have called Tenders in any manner from one or more Masonry Contractors and then proceeded to do the work themselves.

(D) No Member of the Union will accept a Contract to perform Masonry Work without first becoming signatory to this Collective Agreement.

**ARTICLE 3 - FUNCTIONS OF THE INTERNATIONAL UNION**

3.1 The International Union of Bricklayers and Allied Craftworkers represents that it has authority to bargain with the employer on behalf of the Employees whom it represents and to administer this Agreement and settle any matters in dispute which may arise between the Employer and the International Union of Bricklayers and Allied Craftworkers, provided such appropriate authorization is given by the Executive of Bricklayers and Allied Craftworkers Local #8 New Brunswick.

**ARTICLE 4 - HOURS OF WORK**

4.1 DAY SHIFT

Our regular workweek consists of not more than forty (40) hours of work to be performed during regular shift periods. A regular shift period shall consist of not more than eight (8) hours of work to be performed on Monday to Friday inclusive of each week, between the hours of 8:00 A.M. and 4:30 P.M. with one-half hour for lunch, which is to be taken between the hours of 12:00 Noon and 12:30 P.M..

4.2 AFTERNOON SHIFT

The regular working week shall consist of not more than thirty-five (35) hours of work to be performed during regular shift periods. A regular shift period shall consist of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of each week between the hours of 4:30 P.M. and 12:00 Midnight with one-half hour for lunch, which is to be taken between the hours of 8:00 P.M. and 8:30 P.M..

4.3 NIGHT SHIFT

A regular working week shall consist of not more than thirty-five (35) hours of work to be performed during the regular shift periods. A regular shift period shall consist of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of each week, between the hours of 12:01 and 7:30 A.M. with one-half hour for lunch, which is to be taken between the hours of 3:30 A.M. and 4:00 A.M..

4.4 Afternoon and night shifts (special) will be paid eight (8) hours pay for seven (7) hours work. If it is necessary to work special shifts other than those specified above, the hours for such shift shall be seven (7) hours work for eight (8) hours pay with the mid-shift having one-half hour for lunch.

(3)

4.5 Work done outside of regular working hours or special shifts shall be overtime. All work on Saturdays and Sundays and Holidays shall be paid at double the regular hourly rate. No Employee shall work more than one shift in a twenty-four (24) hour period. An Employee who has been called back to work without eight (8) hours off shall be paid applicable overtime rates. All overtime on Commercial work shall be at the rate of time and one half (x 1.5) the regular hourly rate for a maximum of two (2) hours per day, Monday through Friday. All overtime on Industrial work shall be paid at the rate of double (x2) the regular hourly rate. All overtime shall be on a voluntary basis. All Employees shall be at their place of work at the start of the shift and the place of work is the location where their work is actually performed, not just the job area or time office.

4.6 When a man is hired by a qualified representative of the Employer and reports to the jobsite at the time specified and is refused work, he will be paid two (2) hours reporting time, provided that the employee remains on the job site for the two (2) hour period.

#### **ARTICLE 5 - WORK AFTER REGULAR WORKING HOURS**

5.1 No person gainfully employed shall accept employment from any person or persons other than his Employer.

5.2 No Member of Local #8 shall work with tools of his trade for any other Employer after regular working hours, unless the Employer and Local #8 have given written consent.

5.3 Any Employee who violates the provisions of this Clause shall be disciplined by both the Local and his regular Employer. A first violation shall require a \$100.00 fine on the part of the Local and a suspension of one (1) week on the part of the Employer.

#### **5.4 JOB HOPPING**

No Employee shall transfer from one Employer to another unless he has proper referral slip from Union. The Employer will notify the union if he has laid off the Employee. No Employer will encourage Job Hopping.

**ARTICLE 6 - PREMIUMS AND ADDITIONAL BENEFITS**

6.1 (A) Height pay shall be as follows:  
Heights from 65' to 100' Free Fall ---- \$.75 per hour above the basic hourly rate. Heights from 100' Free Fall ---- \$1.00 per hour above the basic hourly rate. All stages to be equipped with a back guard.

(B) (1) Employees required to work on a projects which is over a 90 kilometer radius from the City Hall located in the jurisdiction of the member shall receive effective August 1, 2006 Sixty Dollars (\$60.00) per day worked, August 1/07 Sixty-Five Dollars (\$65.00), August 1/08 Seventy Dollars (\$70.00), August 1/09 Seventy-Five Dollars (\$75.00) plus travelling time at the regular rate up to a maximum of eight (8) hours from his Local at the beginning and end of employment on jobsite provided said Employees stay on the job thirty (30) consecutive working days.

(B) (2) All Employees shall provide their own transportation within a forty (40) kilometer radius of the City Hall located in the jurisdiction of this Agreement. When an Employee is required by the Employer to use his own vehicle or transportation when working beyond the Forty (40) kilometer radius, he shall receive Thirty-three Cents (\$.33) per road kilometer each way from the radius line and return. Effective August 1, 2008, he shall receive Thirty-Five Cents (\$.35) per road kilometer each way from the radius line and return.

(B) (3) When an Employee who is employed outside of the City in the members jurisdiction, but lives within a forty (40) kilometre radius of the job site, he will not be eligible for travel allowance as per Article 6.1 (B) (2).

(B) (4) Where men who would be eligible for travel compensation under Article 6.1 (B) (2) and 6.1 (B) (3) who are transported to and from jobsites by the Employers vehicles shall be at the pickup point thirty minutes (30) before the start of the shift and shall be returned to the same point or to other arranged points not later than thirty (30) minutes after the end of the shift.

(C) Any Employee laid off at any time will qualify for travelling expenses. The above-mentioned Clause does not apply if the Employee is hired on the job site.

(D) When an Employee is required to work more than two (2) hours of overtime beyond the regular shift, the Employer will arrange to have him receive a hot meal or pay double time for such meal hour and double time will remain in effect until the meal is brought in.

**ARTICLE 7 - TIME AND METHOD OF PAY**

The Employer agrees to the time and method of pay provisions as follows:

7.1 Wages shall be paid in full by cheque or direct deposit, payable at par not later than Thursday noon of each week or Friday noon by cash, provided that if Friday is a Holiday, wages shall be remitted to the Employee not later than Noon of the last working day.

7.2 Wages shall be paid during working hours and on the work site.

7.3 Wages of an Employee who absents himself from work without just cause, proof of which shall be on him, on a pay day after receiving his pay, on that pay day, and in addition to other disciplinary action, the pay may be withheld on subsequent pay days to the last day of the work week, provided the Employee has been notified.

7.4 An earning statement must accompany each payment of wages giving the name of the employer, the name of the Employee, the date of payment, the work week corresponding to the payment, the number of working hours at regular rates, holiday rates, and other time rates; and at the premium rates, the wage rate or 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 wages. If payment is made by cheque, the earning statement may be the cheque stub.

**ARTICLE 8 - UNION SECURITY**

8.0 (A) The Employer agrees it shall be a condition of employment for all Employees to become and remain in good standing in the International Union of Bricklayers and Allied Craftworkers Local 8NB during the term of this Agreement.

(B) Employer must phone the Union Office at 388-5493 or 635-1505 for manpower in the Jurisdiction where the work is to be performed first.

8.1 (A) Every Employee before he commences work with an Employer MUST CALL stating who he is going to work for, and\or what job and location of job at 388-5493 or 635-1505.

The Trustees of the Health, Welfare and pension are not responsible for coverage of the Employee unless the Employee complies with Clause 8.1A. All Employees forfeit their right to benefit under the terms of this clause if Clause 8.1A is not complied with.

(B) The Local Union will send within seven (7) days a referral slip to the contractor.

(C) The contractor on his part will hold One Dollar (\$1.00) per hour worked for every man hired until he receives the referral slip from the Local Union.

(D) If the referral slip is not received within fourteen (14) days, the employer will send the total amount, showing Employee's name, hours worked and Social Security Number to the Atlantic Provinces Trowel trades Conference, 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8.

(E) The Conference is totally responsible for the administration and distribution of these funds when they are received and the Employer is free from claim by the Employee.



(7)

**SAMPLE REFERAL SLIP**

**REFERRAL SLIP**

Local No. 8NB

Contractor \_\_\_\_\_

Job Site & Address \_\_\_\_\_

Brother's Name & I.U. Number \_\_\_\_\_

\_\_\_\_\_  
Business Agent or I.U. Representative

**Check-Off of Dues Authorization**

Date: \_\_\_\_\_

To \_\_\_\_\_

I HEREBY AUTHORIZE you to deduct from my wages and pay to the International Union of Bricklayers and Allied Craftworkers Local No 8NB fees in the following amounts:

- (1) Initiation Fee        \$
- (2) Monthly Dues        \$
- (3) Dues in Arrears     \$
- (4) Assessments and Fines
- (5) Working dues –

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

Deductions made to \_\_\_\_\_ BAC Local 8NB \_\_\_\_\_

(8)

8.2 The parties to this Collective Agreement agree that every Employee as a condition of maintaining his employment, must become and remain a member in good standing of the I.U.B.A.C. Local 8NB with respect to which and for whom recognition is accorded under the provisions of this Collective Agreement.

8.2 (A) It is understood and agreed in the application of Section 8.1 of this Article that an Employee who is not a member of the Union on the date of hire shall have five (5) working days (from and inclusive of date hired) to complete application for membership.

(B) That when an Employee is hired who is a I.U.B.A.C. Member but not of the jurisdiction where the work is being performed or of Local 8NB, should a lay-off arise, he shall be the first to be laid off.

(C) That an Employee who has made an application under 8.2 (A) & (B) shall be deemed a member in good standing, if he has paid, offered to pay, or made an arrangement satisfactory to the Local Union to pay the appropriate initiation fee or transfer fee - see Article 8.1.

(D) The intention of this clause is that the contractor can call the Member and hire him, the Member of the Union must comply by calling the Business Agent for a Referral Slip. If Employer sends in a man from outside the Local Union, he must notify the Business Agent for a Referral Slip, subject to 8.1 (A).

(E) Preference in hiring shall be given to Members of Local 8NB from the jurisdiction where the work is to be performed, and the Local has forty-eight (48) hours to supply.

(F) When a person is hired who is not a member of Local 8NB on the date of hire, written notice shall forthwith be given to the Union.

8.3 The parties to this Collective Agreement agree that there shall be check off of Union dues in accordance with the provisions following:

(A) The Union shall file with the employer concerned a statement of the amount of its regular dues.

(B) A written and irrevocable authorization given by an Employee to deduct the regular Union dues shall be honoured.

(C) The authorization shall be given for the period of employment and shall be effective on the first date of employment.

(D) The authorization shall provide for the deduction of the regular dues advanced from the pay each week of the Employee or at such other periods as may from time to time be agreed upon between the Employer and the Union.

(E) Dues deducted shall be remitted by cheque made to the order of the Union's Financial Secretary at its place of business and shall be remitted within the first fifteen (15) days of the next month following the deductions, together with a statement showing the names of the employees from whom the deductions have been made and the amount of the deductions.

(F) When the amount of the dues to be checked off is changed, the union parties shall notify the Employer concerned in writing giving fifteen (15) days notice of the change. A written and irrevocable authorization for the change of the amount of dues shall follow union Ratification.

(G) If, in accordance with this Article an Employee does not remain or become a Member in good standing of the Union Parties, the Employee will be dismissed forthwith following request from the Union setting out the reasons for the request. In application of this section it is understood that a notice of dismissal will be given by the Employer to take effect immediately, or at the end of the shift, if proper grounds exist.

8.4 In application of this Article, it is understood that the Article is subject to provisions set out in the Industrial Relations Act of the Province of New Brunswick.

#### **ARTICLE 9 - JOB CONDITIONS**

9.1 Adequate quarters, heated when necessary, shall be provided to change clothing or eat lunch. No company tools or equipment shall be stored in such quarters. Adequate toilet facilities shall be provided on all jobs, same to be kept clean and sanitary at all time.

9.2 The Employer shall provide sanitary drinking water facilities on all jobs; and if not by tap, clean covered containers may be used for this purpose. A properly equipped first aid kit is to be kept on site at all times.

9.3 A 10-minute break shall be allowed morning and afternoon, the hour designated by the Employer. Any Employee abusing or violating this benefit shall be subject to discipline by both the employer and the Union. Every effort will be made to insure as little disruption at work as possible because of this benefit.

**ARTICLE 10 - SHOP STEWARD**

10.1 (A) A shop steward shall be appointed by the Union from among the Employees of the Employer and shall be qualified in his trade or occupation.

(B) The Steward may be appointed verbally but immediately thereafter written notice of appointment shall be given by the Union to the Employer and the Association.

(C) The recognition of the Steward shall be effective upon receipt of the notification of the appointment and shall continue in effect until written notice is received of the ratification.

(D) The recognition of the Steward shall be with respect to the Employer as regards to the application of this Collective Agreement and the working conditions for the group of Employees which he represents.

(E) The Steward may be called upon by the Employer to assist in the settlement of grievances as provided under this Collective Agreement.

(F) The Steward, without sustaining any loss of pay or being subject to any disciplinary measures, may, during working hours, carry out his duties under this Collective Agreement.

(G) The Steward shall have a preference of employment up to the second to last Journeyman, excluding Foremen and Apprentices, provided that the preference shall not apply when there is no more work done in his trade or occupation.

(H) In the application of Sub-Section 1 of this Article, it is understood and agreed that all Stewards appointed under Sub-Section 1 shall be working Stewards and that non-working Stewards shall not be used.

The Parties to this Collective Agreement agree to the following access provisions with respect to visits by Business Agents and\or International Representatives:

(I) Business Agent or International Representative of the Union as to this Collective Agreement where members of the union are employed by an Employer on the site, shall have access to the job site of the Employer during working hours, investigating or discussing any matter regarding the application of this Collective Agreement; but in no case shall the visit hinder or interfere with the progress of the work.

(J) The Employer party may require that a Business Agent or International Representative seeking access shall first report to the designated person or his representative on the site before carrying out a visit.

(K) Access under Clause A shall be subject to traffic, parking and safety rules prohibiting or restricting access to a job site or place of work, provided that where access is so prohibited or restricted, reasonable arrangements so far as practical shall be made to assist the Business Agent or the International Representative to enter or obtain access to the job site or place of work.

**ARTICLE 11 - APPRENTICE**

11.1 It is agreed that apprentices of I.U.B.A.C. involved in the completion of a Construction Job require systematic training followed by, or in conjunction with practical experience. The Employer shall be in accordance with the provisions of the New Brunswick Provincial Apprenticeship Act and the parties hereto agree they are to observe all provisions of the Act. The Employer of the first Journeyman employed must employ one (1) Apprentice, if available, for each additional four (4) Journeymen employed, the Employer must employ an additional Apprentice, if available, but shall not otherwise employ Apprentices unless the ratio of Journeymen employed to apprentices is four (4) to one (1). Certifications of qualifications and competence obtained through examination and trades test will receive special consideration by the Association with respect to individual assignments, transfers and promotions. Both parties agree that they need on the job training duly indentured to Apprentices as a necessary part of any systematic training program. The minimum wage rate for persons employed in a trade under an Apprenticeship Agreement in accordance with the Apprenticeship and Training Qualifications Act shall be based on Journeymen rates as follows:

1st 6 month period 65%	5th 6 month period 78%
2nd 6 month period 70%	6th 6 month period 82%
3rd 6 month period 72%	7th 6 month period 88%
4th 6 month period 74%	8th 6 month period 95%

NOTE: Starting rate not to be less than Labourers rate being paid in the area, providing he has 1200 hours at the trade.

When an Apprentice is indentured to a Local Apprenticeship Committee established under the New Brunswick Apprentice Act, the Employer and Union agree to abide by rules and regulations of that committee expecting control transfer and training of individual Apprentices and the Apprentices shall not be subject to disciplinary action by either party without authority of the Committee.

**ARTICLE 12 - JOINT CONFERENCE BOARD**

12.1 The Board, consisting of three (3) members of each party to this Agreement, shall be set up within one (1) month of signing this Agreement, and shall meet quarterly hereafter, or more frequently if deemed necessary. The purpose of this meeting is to provide an exchange of ideas and opinions so that the purpose of this Agreement may be more easily achieved. The date of the quarterly meeting will be the first Tuesday in March, June, September and December. When, in the opinion of the parties to this Agreement, certain work might be secured that will not permit the fulfilment of all Articles of this Agreement, and if it is found expedient that with some modifications of these conditions such work could be secured, the Joint Conference Board may make such arrangements to govern such work and notify the parties of this Agreement and such shall not be considered a violation of this Agreement.

The parties shall notify each other of their appointments as to who shall service until notification is given of their replacement. The Chairman shall be chosen from one of the appointees of one party and the Secretary from the opposite party.

**ARTICLE 13 - TOOLS AND EQUIPMENT**

13.1 Employers' tools, material and equipment can be unloaded or moved away by the Employer during any strike or work stoppage, and any necessary arrangements in the opinion of the Employer shall be made for the protection thereof. All tradesmen at the beginning of their engagement shall have a complete set of hand tools in working condition to perform the work for which they are hired.

Tools and equipment supplied by the Employer shall be issued to an individual, who shall sign a receipt and be financially responsible for them until returned to the tool room. The receipt shall then be returned to the Employer. On the job, there shall be a locked facility to store the Employees tools.

**ARTICLE 14 - ACCIDENT AND SAFETY**

14.1 The Union is required by the terms of this Agreement to thoroughly instruct its members and the Employers to thoroughly instruct their foremen in all standard safety precautions under the terms of the WHSCC Act.

14.2 The provisions of the New Brunswick Occupational Health and Safety Act and Regulations shall apply on all jobs.

14.3 Every employee will report to the foreman for immediate corrective action, any unsafe conditions, unsafe acts, or violations of the Occupational Health and Safety Act and Regulations.

14.4 Every Employee shall, as a condition of employment, be required to own and wear a safety helmet of an approved type. The Employer agrees the said helmet may be purchased from him at cost.

14.5 Every Employee shall, as a condition of employment, own or wear suitable protective footwear and other personal equipment in the normal course of duties. This does not include special protective clothing where an Employee is required to work under abnormal conditions or during inclement weather. Under such conditions, the special protective clothing required shall be supplied by the Employer.

14.6 All jobs wherein exposed surfaces of the exterior masonry veneer facing occur shall be scaffolded from the exterior (and to be worked off) by Mechanical Scaffold, Mechanical Swinging Scaffold, Hand Swinging Scaffolded, or by a Steel Scaffold. Block backup or other backup material may be erected from scaffold placed on interior sides of the wall.

14.7 All scaffolding to be erected by miscellaneous helpers. All scaffolding is to have a backrail.

14.8 All scaffolding to be inspected on request of the foreman or Shop Steward by the Safety Inspector for safety and in compliance with the Construction Safety Act of New Brunswick.

14.9 The above provisions are not a license to interfere with the construction of wooden staging, which is within the jurisdiction of the Carpenters.

14.10 In the case of concrete block construction 10 inches or more and above 4 feet in height, two men shall be allocated to work jointly.

14.11 All Employees shall use the safety equipment provided by the Employer on all work for which the equipment has been provided.

14.12 Regardless of how slight an accident, injured workmen will be required to report to the job office immediately after occurrence.

14.13 All supervisors and employees shall comply with the Occupational Health and Safety Act of the Province of New Brunswick.

**ARTICLE 15 - SUB-CONTRACTOR**

15.1 When the Employer chooses to sub-contract work, the Employer agrees to engage only sub-contractors who employ members of the I.U.B.A.C..

Where a sub-contractor is not in contractual relations with the Union, the Employer shall, as a condition of the sub-contract, require the Sub-Contractor to abide by the terms and conditions of this Agreement as if he were a party hereto.

**ARTICLE 16 - DISPUTES (STRIKES AND LOCKOUTS)**

16.1 The union Party agrees during the terms of this Collective Agreement, and so long as this Agreement continues to operate:

(A) There shall be no strikes, lockouts, work stoppages, or slow downs:

(B) There shall be no picketing activity undertaken that is contrary to the provisions of the Industrial Relations Act. The Employer agrees that during the term of this Collective Agreement and so long as this Collective Agreement continues to operate, that there shall be no lockout. Nothing in this Agreement, however, shall be construed as interfering in any way with the right of the employer to extend, curtail, or shut down the operation.

16.2 No Employee shall be required to cross any legal picket line or to continue to work at any work site, when a legal picket line is established in association with any legal strike as defined by the Industrial Relations Act.

No officer, local or International Union shall be liable for any such action.

**ARTICLE 17 - JURISDICTION**

17.1 The Employer bound by this Collective Agreement recognizes the respective crafts and work jurisdiction of the Local Union. Work assignments shall make reference to the attached Appendix "A".

17.2 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 specified Trade union.

17.3 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.



17.4 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 Labour and Employment Board as set out in the Industrial Relations Act. 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 18 - GRIEVANCE AND ARBITRATION**

18.1 Any grievance arising out of the application, interpretation or administration of this Agreement shall be settled in accordance with this Article.

18.2 STEP ONE: Within two (2) working days following the first occurrence of the event that gives rise to it, or following the first knowledge of such event, the Employee shall present his grievance to his immediate supervisor; the grievance may be presented verbally or in writing. Failing any reply or satisfactory settlement within two (2) working days, the Employee may proceed to STEP TWO presenting the grievance in written form stating the Article or Articles of the Collective Agreement, which it is alleged are being violated or misinterpreted.

STEP TWO: A grievance of STEP TWO shall be presented within two (2) working days of the expiration of the two (2) days referred to in STEP ONE. The grievance shall be taken up with the representative of the Employer designated for the purpose. Should an Industrial Relations Coordinator of the Saint John Construction Association be on site and authorized by the Association to process grievances, the grievance may be taken up with such Coordinator; in the event of non-appointment or absence, the grievance may be taken up with the designated Employer representative. The reply to the grievance shall be given in writing. Failing any reply or satisfactory settlement of the grievance within three (3) working days of presentation under STEP TWO, the grievance may be referred to arbitration by the Union by giving written notice to arbitrate.

18.3 An Employee in the presentation of a grievance may be accompanied by his Job Steward or Business Manager, but by no more than two such persons. In his consideration of a grievance, an immediate Employer Supervisor or a designated Employer Representative may be accompanied or assisted by an additional Employer representative and by an Industrial Relations Coordinator may be accompanied or assisted by an employer representative.

18.4 When a grievance arises between the Union and the Employer bound by the Agreement, either party, within seven (7) days of the first occurrence of the event that gave rise to it, may present the grievance in written form, setting out the Article or Articles alleged to be violated, to the other party with a copy thereof and notice to the Employer party. Representatives of the Union and the Employer (not exceeding three (3) each) shall meet for discussion of the grievance within seven (7) working days following the presentation. The Association may designate a person to attend the discussions; and if appointed and present on the site, the Business Agent and an Industrial Relations Coordinator shall be notified and may attend. Failing settlement of the grievance, the decision of the party presenting the grievance shall be given in written form within seven (7) days after such meeting. Failing the convening of a meeting within the time period or failing a satisfactory settlement of the grievance, a Notice to arbitrate may be given by the party presenting the grievance within seven (7) days after the expiration of such period.

18.5 The Union may intervene at STEP ONE of an Employee grievance and thereafter process the grievance in accordance with the applicable provisions and procedures. The Saint John Construction Association, through its Labour Relations Chairman, may convene or designate a person to convene a meeting for which provision is made in Clause 18.4. The Association may intervene in a grievance in Clause 18.4 and thereafter process the grievance in accordance with the applicable provisions and procedures. The Union or Association may initiate a grievance within Clause 18.4 as a grievance between the parties and the applicable provisions and procedures shall apply.

18.6 Failing the settlement of a grievance in accordance with the above provisions, the grievance within the time provided shall be subject to arbitration in accordance with the following rules:

(1) The following persons are agreed upon as Arbitrators under the terms of this Agreement.

1. Peter Zed
2. Mark Giberson
3. Ray Gorman
4. Don French

(2) The party initiating the grievance shall file the grievance with the arbitrator first named above, and if that Arbitrator is not available or unable to serve for any reason, the grievance shall be filed with the Arbitrator second or next named above. The Arbitrator shall hold a hearing within four (4) days after the grievance is submitted to him and shall render his decision to the parties within seventy-two (72) hours after the completion of the hearing provided that a failure to make an award within the time prescribed or as extended by the parties shall not invalidate the proceedings or terminate the authority of the arbitrator.

18.7 It is understood and agreed in the application of this Article that there is no power in the participants to a settlement to add to, subtract from, or modify the terms of this Agreement. The sole function of an arbitrator shall be to interpret the meaning of the Article of this Agreement and to render a decision, which shall be binding on the parties. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

18.8 Where an Employee has been discharged or disciplined unjustly or unreasonably, the Employee shall be reinstated and shall receive compensation in the amount he would have earned had he been working or in such amount as is just and reasonable in the circumstances. If an arbitrator determines that an Employee has been discharged or otherwise disciplined for cause, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitration seems just and reasonable in all the circumstances; the burden of establishing that a different penalty should be imposed shall be on the Employee concerned. The arbitrator shall have no power to vary a suspension of five (5) working days or less imposed for cause, and no power to vary a discharge where the Employee concerned has been the subject of two or more onsite suspensions prior to the incident culminating in the discharge.

18.9 It is understood and agreed that an Employee presenting a grievance or an Employee whose presence is required in the settlement of a grievance, may, after satisfactory arrangements made with his immediate supervisor, be given time off without deduction of pay to participate in the presentation of a grievance to the extent that his presence is required during the presentation.

18.10 The times fixed by this Article are mandatory but may be extended by mutual agreement in writing. If a grievance or arbitration is not processed within the time allowed, the grievance or arbitration shall be deemed to have been abandoned. Saturdays, Sundays and holidays shall be excluded in computing the time allowed.

18.11 The cost of each arbitration shall be borne equally by the parties thereto. The Employer agrees where arbitration arises as a result of a grievance with regards to Health and Welfare, Masonry Promotion or Union Dues; the Party which loses the arbitration shall pay all costs.

#### **ARTICLE 19 - MANAGEMENT FUNCTIONS**

19.1 The International Union of Bricklayers and Allied Craftworkers Local 8NB, agree that the Employer has the exclusive right to manage the business and to exercise such right without any restrictions save and except such as are specifically set out in this Agreement.

Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

(1) To determine qualifications of Employees, to select, transfer, hire, assign work, promote, layoff, discipline and discharge Employees, for just cause, and to increase or decrease the working force from time to time.

(2) To determine materials to be used, design or project facilities and equipment required, to prescribe tools, methods of performing work, the location of equipment, and the schedule of work.

(3) The established rules and regulations to be observed by Employees governing their conduct as such and the posting and notifying the International Union of Bricklayers and Allied Craftworkers Local 8NB of such rules and regulations thereof.

The Employer recognizes that the International Union of Bricklayers and Allied Craftworkers Local 8NB has resources through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

#### **ARTICLE 20 - HEALTH & WELFARE, PROMOTION and PENSION**

20.1 Health and Welfare is to be remitted on or before the 15th of every month for the previous month, or voluntary assessment of Twenty percent (20%) will be charged, all cheques to be made payable to the A.P.B.A.C. Health Welfare Trust Fund in the amount of One Dollar and Sixty-Five Cents (\$1.65) per hour worked.

20.2 Pension is to be remitted by the Employer: Three Dollars (\$3.00) per hour; and remitted not later than the 15th of the month following to the Bricklayers and Trowel Trades International Pension Fund Canada, 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8, on forms supplied by the Pension Trustees.

Trustees are to be appointed by the two parties of the Trust with equal representation from Labour and Management of said Trustees, plus Chairmen elected per trust document.

20.3 The International Union of Bricklayers and Allied Craftworkers Local 8NB agree that the Association is free from any claim by any of its members under the terms of Article 20.1 and 20.2.

20.4 The Trustees of the Health and Welfare, Pension and Promotion Fund will, upon receipt of a written complaint for improper remittance, have the right to engage Coopers & Lybrand, Chartered Accountants, to audit the Employer's payroll or any Chartered Accountant agreed on by the Parties.

20.4 (A) Health & Welfare, Promotion and Pension: The Union shall have the right to increase these amounts as necessary during the term of this agreement. Any increase will be deducted from the Base Rate and the Total Package will be adjusted accordingly.

20.5 Health & Welfare, Promotion and Pensions  
Health & Welfare: It is agreed that any Contractor may self pay Health and Welfare at an Employer rate as set by the Trustees. Contractor Members who work with the tools shall pay the same benefits as would be paid on employees, but may self pay Health and Welfare at an Employers rate as set by the Trustees. The current Employer Rate is One Hundred and Ninety Dollars (\$190.00) per month.

Industry Promotion Fund: Payments shall be made at the rate of Seventy Cents (\$.70) per hour.

Pensions: Payments shall be made at the rate of Three Dollars (\$3.00).

20.6 When a Contractor ceases to have members of the International Union of Bricklayers and Allied Craftworkers Local 8NB employed he will file a nil report with the Health & Welfare Office at 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8.

NOTE: This is required under the Pension Trust agreement.

**ARTICLE 21 - MASONRY PROMOTION**

For Local 8NB, Seventy Cents (\$.70) per hour worked will be paid by the Employer for each man-hour worked and shall be remitted to the Atlantic Provinces Trustees of the Atlantic Provinces Masonry Tile and Terrazzo Industry Fund. This Trust Fund is to be equally and jointly trusted by Labour and Management. Cheques to be mailed to 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8 and postmarked dated by Postal Authorities no later than the 15th of the month, or voluntary assessment of 20% of the amount owing the fund.

**ARTICLE 22 - HOLIDAYS**

22.1 The following days shall be considered Holidays:

New Year's Day	Labour Day
Good Friday	Queen's Birthday
Christmas Day	Thanksgiving Day
Boxing Day	Armistice Day
Dominion Day	New Brunswick Day

If the above-mentioned Holidays fall on a Saturday or Sunday, the following Monday shall be observed as the Holiday. New Brunswick Day is a paid Holiday.

Vacation Pay shall be paid in accordance with the New Brunswick Vacation Pay Act, payable at Eleven per cent (11%).

**ARTICLE 23 - WAGES**

DATE	WAGES	VP (11%)	TOTAL PAY	H&W	PENS.	PROM.	TOTAL PACK.
Old 1NB							
Aug 1/06	\$23.66	\$2.60	\$26.26	\$1.65	\$3.00	\$.70	\$31.61
Old 2,3,4,5							
Aug 1/06	\$22.58	\$2.48	\$25.06	\$1.65	\$3.00	\$.70	\$30.41
Jan 1/07	\$23.66	\$2.60	\$26.26	\$1.65	\$3.00	\$.70	\$31.61
8NB							
Aug 1/07	\$23.62	\$2.59	\$26.21	\$1.70	\$4.00	\$.71	\$32.62
Aug 1/08	\$24.06	\$2.64	\$26.70	\$1.75	\$4.50	\$.71	\$33.66
Aug 1/09	\$25.03	\$2.75	\$27.78	\$1.75	\$4.50	\$.71	\$34.74

See Article 24 for Industrial rate.

23.1 Foremen shall receive Two Dollar (\$2.00) per hour above the basic hourly rate. Where there are 3 or more masons working, a Foreman shall be appointed. When there are 6 masons working the foreman shall be non-working.

23.2 Working Dues

It is agreed that an Employee deduction of Eighty-Five Cents (\$.85), August 1, 2007 Ninety cents (\$.90) and August 1, 2008 Ninety-Five Cents (\$.95) shall be remitted to the International Union of Bricklayers and Allied Craftworkers Local 8NB, 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5X8. This cheque is to be marked "Working Dues".

23.3 Mason Helper Wages

Wages for Mason Helpers shall be as per Appendix 'B'.

**ARTICLE 24 - INDUSTRIAL RATE**

24.1 Industrial Rate shall cover all work performed on sites of the following installations. This rate does not apply to Cement Finishing or Tile & Terrazzo.

Power Plants	Deep Sea Ports or Unloading Docks
Pulp & Paper Mills	Heavy Water Plants
Mining Operations	Cement Plants
Refineries (any type)	Automatic Assembly Plants
Bridges	Shipyard or Dry Dock Facilities

The Industrial rate shall be Seventy-five cents (\$.75) per hour above the basic hourly rate. Effective August 1, 2008, the Industrial rate shall be One Dollar (\$1.00) above the basic hourly rate.

**ARTICLE 25 - TERM AND DURATION**

25.1 Either of the contracting parties desiring to alter or amend the terms of this Agreement at its termination, at least two (2) months notice shall be given previous to expiration, and every effort shall be made to reach a settlement on or before the expiry date thereof. This Agreement shall be in effect for a term beginning August 1, 2006 and shall continue in force until July 31, 2010, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party request the negotiation of a New Agreement by given written notice to the other party no less than sixty (60) days prior to the expiration of this agreement.

(22)

Date of Signing, \_\_\_\_\_, 2006.

HEREBY SIGNED ON BEHALF OF:  
THE INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL 8NB

HEREBY SIGNED ON BEHALF OF:  
THE SAINT JOHN CONSTRUCTION  
ASSOCIATION, INC., AND ITS  
ACCREDITED MEMBERS

\_\_\_\_\_  
PRESIDENT & SECRETARY  
TREASURER

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
VICE-CHAIRPERSON

\_\_\_\_\_  
EXECUTIVE-DIRECTOR

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS



**APPENDIX 'A'**

The work jurisdiction of this International Union shall include all work which is, will be, or has historically been traditionally or contractually assigned to members of this Organization. This work includes, but not limited to, the building, construction, fabricating, erecting, cleaning, maintaining, repairing, renovating, sealing, caulking, waterproofing, acid proofing, application of chemical products to, and all other work to or upon walls, floor, ceilings, roofs, decks, roads, paving and other objects or structural building or construction components consisting wholly or partially of masonry (viz: brick and other clay products, structural tile, concrete, cement, stone, marble, glass block, terra cotta, castables, and all other natural or artificial masonry units made from any material). Tile, mosaics, cement, plaster, terrazzo, plastic, and all forms of substitute materials thereto; the laying, setting, installation or application of all such materials; the preparation of all structure, objects or components to receive such materials; all refractory work, and all work servicing, assisting, or relating to the process or materials described above from manufacture of the materials through construction and maintenance of the structure or object.

Cleaning also means window cleaners, and precast panel erection and precast chimneys, and all precast erection.

**APPENDIX 'B'**Mason Helper Wages:

DATE	WAGES	VP (11%)	TOTAL PAY	H&W	PENS.	PROM.	TOTAL PACK.
8NB							
Aug 1/06	\$15.23	\$1.67	\$16.90	\$1.65	\$3.00	\$.70	\$22.25
Aug 1/07	\$16.14	\$1.77	\$17.91	\$1.65	\$3.00	\$.70	\$23.26
Aug 1/08	\$17.07	\$1.88	\$18.95	\$1.65	\$3.00	\$.70	\$24.30
Aug 1/09	\$18.05	\$1.98	\$20.03	\$1.65	\$3.00	\$.70	\$25.38

See Article 24 for Industrial rate.

MARLIN MANAGEMENT LTD.  
OMEGA INVESTMENT LTD.  
RICHARD & BA RYAN ATLANTIC LTD.  
SHEDIAC BRICKLAYERS LTD.  
Maritime Bricklayers  
Rioux-George Association  
Abbey Landry Ltd.  
Pyramid Masonry Ltd.  
Maillet & Hillman Masonry  
Duguay's Masonry  
Aztex Masonry Co. Ltd.  
Omer's Masonry Ltd.  
A.C. Mallet & Sons Ltd.  
Robert McAlpine Ltd.  
Brunswick Constr. (1971) Ltd.  
Brunswick Constr. (1978) Ltd.  
Fundy Masonry  
Arrow Masonry Ltd.  
Daye & Howell  
Louis Couture  
Walter Brighton  
Grand Brothers  
Paul Govic  
Oswald Pine  
Edward Delay  
Spencer Bishop  
Pasqualetto Brothers  
Andres Zamboukis  
General Masonry Ltd.  
Walter F. Golding  
Saint John Bricklayers Ltd.  
W.E. Kelly Ltd.  
John Flood & Sons (1961) Ltd.  
R.A. Corbett & Co. Ltd.  
J.L.E. Price & Co. Ltd.  
Halifax Constr. Ltd.  
Alex Dupuis  
Gifco Ltd.  
Heber Brown Ltd.  
Atlantic Bldg. Contrs. Ltd.  
Brunswick Foundation Ltd  
Atlantic Contrs Ltd.  
C & L Masonry Ltd.  
Atlas Constr. Maritimes Ltd.  
Carey Bros. Masonry Ltd.  
Brun's Caulking (1976) Ltd.

Comstock International Ltd.  
Blair Constr. Ltd.  
Brunswick Constr. Ltd.  
City of Saint John  
Foundation Co. of Canada Ltd.  
Dominion Caulking Maritimes Ltd.  
Fundy Drilling & Sawing Ltd.  
Duguay's Masonry Ltd.  
Fundy Masonry Ltd.  
D.L. Finlayson Ltd.  
M.W. Garnett Assoc.  
George and Asmusson Ltd.  
Glenwood Constr. Ltd.  
Guildford's Ltd.  
L & L Bricklaying Ltd.  
Francis Hankin Co. Ltd  
J & C Masonry Co. Ltd.  
R.H. Laskey Ltd.  
Joiner Systems of Canada Ltd.  
Bruce E. Lawson Contr. Ltd.  
Leger and Boudreau Ltd.  
Maritime Bricklayers Ltd.  
Maritime Formwork Ltd.  
M.C.M. Bricklayers Ltd  
Pitts Constr. Ltd.  
Pitts Engineering Constr. Eastern Ltd.  
Robert Marquis  
A.C. Mallet & Fils Ltee  
Metro Constr. Ltd.  
Marque Construction Ltd.  
Wm. R. Montford Masonry Ltd.  
Parsons Constr. Co. Ltd.  
National Leasehold Ltd.  
N.B. Telephone Co. Ltd.  
R.B. Masonry Ltd.  
Northern Constr. Co. Ltd.  
Rioux, George & Assocs. Ltd.  
Pascon Bros. Ltd  
Rocca Constr. Ltd.  
Rocca Constr.  
Richard & BA Ryan Atlantic  
Sulya Masonry Contrs. Ltd.  
Shamrock Realty Ltd.  
Superior Precast Concrete Products  
Strescon Ltd.  
V.K. Mason Constr. Ltd.

Sunrise Contrs. Ltd.  
Ken Whipple Bldg. Contrs. Ltd.  
Maritime Formless Ltd.  
R.A. Woods Constr. Ltd.  
Opron Maritimes Constr. Ltd.  
Giulio Masonry Ltd.  
Reddick Bros. Masonry Ltd.  
Wildwood Masonry Ltd.  
CSK Masonry Ltd.  
G & M Masonry (1971) Ltd.  
Acadia Bricklayers Ltd.  
House of Stone Ltd.  
Basque Construction Ltee.  
Westmorland Masonry Ltd.  
Monquart Enterprises Ltd.  
A-Better Eastern Caulking Services  
Atlantic Underground Services  
Atlantis Masonry