

NEW BRUNSWICK
TILE AND TERRAZZO CEMENT COLLECTIVE AGREEMENT

COLLECTIVE LABOUR AGREEMENT
BETWEEN
THE EMPLOYERS WHO ARE PARTIES TO THIS AGREEMENT
AND
THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL #8 NEW BRUNSWICK
MARBLE, TILE, TERRAZZO, AND CEMENT FINISHERS INDUSTRY
2007-2010

TABLE OF CONTENTS

TILE & TERRAZZO		PAGE
PREAMBLE		1
FUNCTIONS OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 8 NEW BRUNSWICK		1,2
ARTICLE	1 TERMS OF AGREEMENT	2
	2 MARBLE, TILE AND TERRAZZO JURISDICTION	2,3,4,5
	3 CONDITIONS OF RENEWAL	5
	4 GRIEVANCE PROCEDURE AND ARBITRATION	5,6
	5 NO STRIKES - NO LOCKOUTS	6
	6 WAGES, HEALTH AND WELFARE, I.U. PENSION & INDUSTRY PROMOTION FUNDS	6
	7 HEALTH, WELFARE	6,7
	8 MASONRY, INDUSTRY FUND	7
	9 BRICKLAYERS AND TROWEL TRADES INTER- NATIONAL PENSION FUND, CANADA	8
	10 LOCAL & I.U. WORKING DUES	8
	11 CHECK-OFF DUES	8,9
	12 VACATION PAY	9
	13 HOLIDAYS	9
	14 WORK WEEK	9,10,11
	15 REPORTING TIME	11
	16 MAINTENANCE OF WAGES	11,12
	17 ROOM AND BOARD ALLOWANCE	12
	18 APPRENTICESHIP	12,13
	19 TERRITORIAL JURISDICTION	13
	20 JURISDICTION CONFLICTS	13
	21 CONTRACTORS WORKING	13
	22 MAINTENANCE OF TOOLS	13,14
	23 SHOP STEWARD	14
	24 MANAGEMENT RIGHTS	14
	25 OLDER MEMBERS, HANDICAPPED (SLOW LEARNERS)	15
	26 COFFEE\TEA BREAK	15
	27 SAFETY	15
	28 UNION SECURITY	15,16
	29 DISPUTES	16
	30 SUB-CONTRACTORS	17
	31 SIGNATORIES-PROVINCE OF NEW BRUNSWICK	18
	Sample Referral Slip	Attached
	Schedule "A"	Attached

(1)

Collective Agreement for the Province of New Brunswick, governing rates of pay, hours of work, and other working conditions in the Marble, Tile, Terrazzo and Cement Finishers Industry between the following Parties: Signatory and future signatory Employers who require the services of Union Members of the International Union of Bricklayers and Allied Craftworkers Local 8 NB, herein called the "International Union" as Representatives of Journeymen, Apprentice-Improvers, Apprentices, Grinders Wet or Dry Polishers, Marble Masons, Tile Setters, Terrazzo Workers, Cement Finishers and Miscellaneous Helpers chartered by the International Union of Bricklayers and Allied Craftworkers, hereinafter called the "Local Union". The words "Mechanic or Journeymen" set out in this Agreement are the same and are interchangeable.

PREAMBLE

Whereas, the general purpose of this Agreement is to establish mutually satisfactory arrangements between the Companies and their Employees; to provide machinery for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.

No wages, conditions, separate or apart from the conditions set out in this Agreement will be sought or condoned by the Union and any of its Members.

Therefore, it is expressly agreed and declared by and between the Parties as follows:

FUNCTIONS OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS

The International Union of Bricklayers and Allied Craftworkers represents that it has complete and final authority to bargain with the Employer on behalf of the Employees who it represents, and to administer this agreement and settle any matters of dispute, which may arise between the Employer and the International Union. Furthermore, it is understood that this covenant is binding on each of the Local Unions names. The International Union

further ensures that, based on written authorization, it has the authority to act on behalf of each of the said Local, to the extent necessary to make the Local conform to the provisions of this Agreement.

(2)

The International Union of Bricklayers and Allied Craftworkers Local 8NB accepts the delegation of authority herein before set out and undertakes to administer this Collective Agreement for the Province of New Brunswick only, and to bargain collectively for renewal thereof, on behalf of all Employees of the Employer for whom the International Union is authorized to bargain and on behalf of those whom the Employer contemplates employing during the term of any renewed Agreement.

ARTICLE 1 - TERMS OF AGREEMENT

- (a) This Agreement shall become effective from May 22nd, 2007 and shall remain in force until the 31st day of July, 2010.
- (b) All the Signatories to this Agreement will be advised of any additional Signatories to this Agreement.
- (c) The Contractor agrees not to employ anyone in the Trade of Marble, Tile or Terrazzo work, Cement Finishing within the area outlined in Article 2, who is not a Member of the Local Union.
- (d) No Member of the union shall be permitted to work at Marble, Tile, Terrazzo or Cement for any person, corporation or partnership who is not a Party to this Agreement.
- (e) The Union shall not sign this Agreement with anyone other than a Party whose business is recognized as Marble, Tile, Terrazzo or Cement work as laid out in Article 2 hereunder.
- (f) The Contractor agrees that it will not sell any material, supply any men, or rent any machines to any contractor and does not have an Agreement with the Union.
- (g) The Contractor shall not employ any Marble Masonry, Tile Setters, or Terrazzo Workers or Cement Masons on a square-foot basis, or demand any given amount of work for a lump sum; and without limiting the generality of the foregoing, there shall be no limitation as to the amount of work.
- (h) It is agreed that the Joint Trade Committee shall be Three (3) Representatives from each Party; and this Committee shall have power to set up apprenticeship arrangements,

screen new Contractors, hear violations of Agreement and deal with same. The Committee is to meet at least every Three (3) months, and to be called anytime in case of emergency. Proper rules and procedures are to be established at the first regular meeting. Minutes to be kept of all meeting.

- (i) The Contractor agrees to phone the Union Office for all mechanics required. The Employer shall have the right to determine the competency and qualifications of men referred by the Union and the right to hire or not to hire accordingly.

(3)

ARTICLE 2 - MARBLE, TILE AND TERRAZZO JURISDICTION

Marble, Mosaic, Venetial Enamel and Terrazzo, cutting and assembling of Mosaic, the costing of all Terrazzo Jobs. All bedding above concrete floors or walls for the preparation of cutting, laying, or setting of metal composition of wooding strips, laths or other reinforcements, where used in Mosaic and Terrazzo work shall be the work of the Mosaic and Terrazzo workers.

All Cement, Terrazzo, Magnesite Terrazzo, De-O-TEX, rustick or rough washed for exterior or interior of building and other kind of Plastic mixture composed of chips of Marble, Granite, Blue Stone, Enamel, Mother of Pearl and all other kinds of chips when mixed with cement, rubber, magnesium, chloride or other binding materials when used on floors, ceilings, stairs, saddles are not considered a part of the building, such as fountains, swimming pools, etc., also, all other substitutes that may be applied under the same method as Mosaic or Terrazzo.

Cutting and assembling of art ceramic and glass Mosaic comes under the jurisdiction of the Mosaic Worker and the setting of same shall be done by the Tile Layers.

The laying, cutting, and setting of all tile where used for floors, walls, ceilings, walks, promenades, roofs, stairs, treads, stair risers, facing hearths, fireplaces and decorative insets, together with any marble plints, thresholds or window stools used in connection with any tile work, also prepare and set all concrete, cement, brick work or other foundation or materials that may be required to properly set out and complete such work, the setting or bedding of all tiling, stone, marble composition, glass mosaic or other materials forming the facing, hearth or fire places of a mantel, or the mantel complete, together with

the setting of all cement brickwork or other materials required in connection with the above work, also the slabbing and fabrication of tile mantels, counters, and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplaces, whether in connection with a mantel, hearth facing or not, and the setting and preparing of all materials necessary for the proper and safe construction of such work; except that a mantel made exclusively of brick, marble or stone shall be conceded to be bricklayers, marble setters, or stone masons' work respectively. Where tile is set with adhesive and the walls, floors and ceilings are floated with cement mortar, both floating and tile setting shall be done by tile setters. It will be understood that the work "Tile" refers to all burned clay products as used in the tile industry, either glazed or unglazed, and to all quarry tile, also

(4)

mixture in tile form of cement, plastic and metals that are made for and intended for use as a finished floor surface, garden walls, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish, or decorative purposes, for setting of all accessories when built in walls or for decorative insets on other materials. The foreman over any tile work shall be a tile layer and at no time shall any other man than a bonifide tile setter act as foreman on tile work.

MASONRY - MARBLE

Marble Masons; jurisdiction claims shall consist of the carving, setting, and cutting of all marble, slate, including slate blackboards, stone, albereen carrara, sanjonys, vitrolite and similar opaque glass, scadioys, marbleithic and all artificial, imitation or case of whatever thickness or dimensions. This shall apply to all interior work, such as sanitary, decorative, and other purposes inside of buildings and every description wherever required, including all polish boned or sand finish; also the cutting and fitting of above materials after same leave mills or shop, as well as all accessories in connection with such work and the laying of all marble, tile, slate tile, and terrazzo tile.

Foremen over any marble masonry shall be marble setters, and at no time shall anyone other than a bonafide marble setter act as a foreman on all marble masonry.

It is mutually agreed that only one helper may help a terrazzo mechanic in such manner as is normally required. Any additional helpers may be employed on any job to do such work as may be necessary beyond the helping of a mechanic.

NOTE: A redefinition of jurisdiction will be submitted by the Canadian Marble, Tile and Terrazzo Association when this document is received, subject to ratification by the Association. It will be added to this Agreement as an Appendix.

CEMENT FINISHING - JURISDICTION

Cement Finishing - Cement Finishing shall consist of, but not be limited to the following work procedures and installation of the following materials:

- (a) The laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fire proofing, waterproofing, cement and composition base.
- (b) The cutting of all cement and concrete for patching and finishing, the bush hammering of all concrete when cast in

(5)

place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his work.

- (c) All Mechanical Trowel Machines, Concrete Curbing Machines and Mechanical Screders.
- (d) Cement Pump - shall be operated by a Cement Mason.

ARTICLE 3 - CONDITION OF RENEWAL

This Agreement shall be effective On Signing, 2007 and shall continue or remain in effect until July 31, 2010. Should either party desire to change, amend, or terminate this Agreement after that date, the Party concerned agrees to give the other Party not less than Sixty (60) days notice in writing prior to the termination of this Agreement. In the event that no such notice is given in time by either Party, this Agreement shall remain in force from year to year. Where notice has been given of a desire to change, amend or terminate this Agreement under Article 3, this Agreement shall remain in full force and effect until such time as an Agreement has been reached with respect to a renewal, amendment or substitution thereof or until such time as the parties are authorized to desire a strike or lockout under

the Industrial Relations Act, Province of New Brunswick, provided that this Agreement may be further extended from time to time by mutual consent.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Complaints and grievances shall be adjusted, if possible by a meeting between specifically appointed representatives of the contractor and the International Union. A meeting to discuss any such dispute or grievance shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation, and the Parties concerned with the dispute shall reach a decision within seven (7) working days of receiving the first notification. If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, including any questions as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure described above, notify the other Party in writing of its desire to submit the difference that has been properly carried out through the grievance procedure as set out above, may be referred by either Party to an arbitration any time within twenty-one (21) days from the time that the circumstances giving rise to the grievance occurred, but not later.

(6)

- (a) The arbitrator shall have jurisdiction and authority over any discipline imposed by an Employer, including altering a discharge to a suspension only when the suspension is for more than two (2) days.
- (b) Make such award or other direction as the Arbitrator considers just and necessary in the circumstances to resolve the grievance, but may not rule beyond ten (10) days of the date of the grievance being filed in writing by the Union.
- (c) The Arbitrator cannot alter wages or terms or conditions of the Collective Agreement.
- (d) The cost of each arbitration case shall be borne by the Parties found to be at fault.
Such written notice shall also state clearly the matter or matters in dispute to be dealt with by the Arbitrator and what relief, if any, is claimed by the party requesting arbitration. The Party receiving such notice shall within five (5) days advise the other party of the name of the following Arbitrators previously agreed upon or such other Arbitrator appointed pursuant to Provincial Legislation:

1. Peter Zed
2. Mark Giberson
3. David Norman
4. Sylvio LeBlanc

The arbitrator so selected shall, within five (5) days, meet and within Thirty (30) days render his decision in writing to both parties.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

In view of the grievance and arbitration procedure provided in this agreement, it is agreed by the Union that there shall be no strike or stoppage of work, either complete or partial, and the contractor agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 6 - WAGES, HEALTH AND WELFARE, I.U. PENSION & INDUSTRY PROMOTION FUNDS

The amounts shall be as per Schedule "A" attached hereto and forming a part hereof.

ARTICLE 7 - HEALTH, WELFARE

The Employer shall pay effective On Signing, 2007 One Dollar and Seventy Cents (\$1.70) per hour worked on behalf of the Employee and it shall be remitted in accordance with the following:

(7)

Health & Welfare is to be paid monthly, not later than the 10th day of each month. This is to be made payable to B. & T.T.I.P., Canada, forms to be supplied by the Trustees, cheques to be mailed to 1216 Sand Cove Road, Box 32, Saint John, NB, E2M 5V8 and postmarked not later than the 10th day of the month or voluntary assessment of 20% of the amount owing the Fund, as per Schedule "A".

7.01 Health, Welfare and Pension: The Union shall have the right to increase these amounts as necessary. Any increase will be deducted from the base rate and the total package will be adjusted accordingly.

ARTICLE 8 - MASONRY, INDUSTRY FUND

8.01 Masonry Industry Fund shall be paid at the rate, as per Schedule "A", at Seventy Cents (\$.70) per hour worked.

8.02 Cheques to be made payable to the Trustees of the Atlantic

- Provinces Industry Fund, (I.U.B.A.C.), cheques to be mailed to 1216 Sand Cove Road, Box 32, Saint John, NB, E2M 5V8, or a voluntary assessment of 20% of the amount owing the fund.
- 8.03 The Trustees of the Atlantic Provinces of the Masonry, Tile, Terrazzo Industry Fund (I.U.B.A.C.) shall return twelve Cents (\$.12) per man-hour worked from the Seventy Cents (\$.70) to the Industrial Relations Education and Trust Fund of the Saint John Construction Association, 263 Germain Street, Saint John, NB, E2L 2G7, the 15th of the month following. The Atlantic Provinces Trustees of the Tile, Terrazzo Industry and Training Fund (I.U.B.A.C.) shall not be held responsible for the administration of the Saint John Construction Association's Industry Relations Education and Trust Fund.
- 8.04 WORKING CONTRACTORS & SELF-EMPLOYERS: HEALTH & WELFARE, PENSION AND PROMOTION
- 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.
- Effective On Signing Employer Rate \$ 225.00 per month.
- Pensions: Payments shall be made at the rate of One Dollar and Fifty Cents (\$1.50) per hour.
- 8.05 The Association(s) shall be supplied with a complete monthly Employer's Contribution Statement and both parties shall co-operate in ascertaining the accuracy of such contributions.

(8)

ARTICLE 9 - BRICKLAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND, CANADA

The Employer will pay One Dollar and Fifty Cents (\$1.50) per hour worked for the Employee=s Pension, and it shall be remitted in accordance to the following:

Bricklayers and Trowel Trades International Pension Fund, Canada Pension to be paid monthly, not later than the 10th of each month. Cheques to be made payable to B. & T.T.I.P., Canada, to be mailed to: 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8.

When a Contractor ceases to have Members of B.A.C. employed, he will file a signed Nil Report with the Administration Unit funding Office at, 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8. This is required under the Pension Trust

Agreement and will become effective when the Fund Administration Office is computerized.

ARTICLE 10 - Local & I.U. WORKING DUES

For each hour worked, the employer agrees to deduct Sixty Cents (\$.60) for every hour worked to be forwarded not later than the 10th of the month and cheques payable to the Atlantic Provinces Trowel Trades Conference Defence Fund, 1216 Sand Cove Road, Unit 32, Saint John, NB, E2M 5V8.

ARTICLE 11 - CHECK-OFF DUES

- 11.01 The Employer agrees to deduct from the pay of each Employee, the monthly dues as stipulated by the Local Union, provided that written authorization (check-off cards) has been received from the Employee. Such dues shall be deducted from the first pay of each month and be remitted to the Secretary-Treasurer of the Local Union not later than the 10th day of said month. Such payment shall be accompanied by a list of names of Employees from whom the deductions were made.
- 11.02 The Employer agrees to deduct initiation fees, assessments from the first pay period of each month and shall be remitted to the Local Union not later than the tenth day of the said month. Initiation fees are to be collected at the rate of \$25.00 per working day until such initiation fees are fully paid.
- Initiation fees and dues for Apprentices and Miscellaneous helpers shall be \$10.00 per day worked up to a maximum of \$25.00. The Apprentices and Miscellaneous Helpers shall have seven (7) days probationary period prior to becoming a member. The Employer is to advise the Union at the end of the seven (7) day period if the individuals are suitable for entry into the trade and at such time the balance of initiation fee must be paid or arrangements made with the Local Secretary-Treasurer.

(9)

- 11.03 The Employer agrees to deduct working assessment dues (with or without check-off card) from each employee forward it to the Atlantic Provinces Trowel Trade Conference Defence Fund not later than the 10th of the following month. The employer will supply a list of names and total hours worked on each job so that the Dues can be returned to the Local Union where the work was performed. If the Employer, after receiving authorization (check-off cards) of the Employees, does not deduct the dues, assessments, initiation fees or fines, he shall be liable for payment of same.

ARTICLE 12 - VACATION PAY

Shall be as per Schedule "A" attached hereto and forming part hereof and shall be paid weekly.

ARTICLE 13 - HOLIDAYS

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

And any other day proclaimed by Civic, Provincial or Federal Authority. Labour Day and New Brunswick Day shall be paid Holidays if the Employee is on the payroll one week before Labour Day and/or New Brunswick Day, and is available for work the last working day before the Holiday and available for work the day after the Holiday.

If work is required by any Employees on any of these days or on Saturday afternoon or Sunday, it will be paid for at double the straight time rate of pay for such work.

ARTICLE 14 - WORK WEEK

- (a) Eight (8) hours shall constitute a working day, and forty (40) Hours a working week from Monday to Friday inclusive. All time worked in excess of this shall constitute overtime and shall be paid as provided for in Clause E and F of Article 14 hereunder.
- (b) A working day shall be constituted as follows: From 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M. except for shift work as set out in Clause D of Article 14 of this Agreement.
- (c) It is covenanted and agreed where it is impossible to work between the hours of 8:00 A.M. and 4:30 P.M., night work shall be paid for at the rate of ten (10) hours for eight (8) hours of work performed. However, after five (5) consecutive days, the rate of nine (9) hours for eight hours (8) work shall be paid.

(10)

When it is necessary to work three (3) continuous shifts for concrete work, the following hours of work shall prevail:

8:00 A.M.	-	4:00 P.M.
4:00 P.M.	-	12:00 MIDNIGHT
12:00 MIDNIGHT	-	8:00 A.M.

Including one-half hour on each shift for lunch, which shall

be paid by the Employer, but will be scheduled for the Employees to permit the continuous pouring operation. Any Employee working beyond his shift of eight (8) hours shall receive double time. A mutually agreed meeting between the Association(s) and the Business Manager or International Union Representative shall be held to discuss such shift work.

- (d) Where two or three shifts are worked at any time between 1:00 A.M. Monday and 12:00 Midnight Friday of the same week, the Employee shall be paid eight (8) hours for seven (7) hours work performed. No Employee will be permitted to work more than one shift in twenty-four (24) hours unless overtime rates are paid.
- (e) Overtime rates, exclusive of the above, shall be paid at the rate of time and one-half (1 1\2) from 4:30 P.M. to 8:00 P.M. of the same day, and double time thereafter.
- (f) Workman shall not be required to report to contractor's shop or yard for the purpose of loading or driving loaded equipment for work prior to thirty (30) minutes before regular starting time. Should his services be required before this time, the mechanic will be paid for the time he reports to shop or yard in accordance with Article 14B.
- (g) No work shall be performed on Saturdays, Sundays, New Year's Day, New Brunswick Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Remembrance Day, Labour Day, Thanksgiving Day or Christmas Day. However, if an emergency should arise and work must be done on any of these days, prior notice shall be given to the Union and double time shall be paid. The Union shall be notified of the names and number of mechanics required; and if there are any changes, the Union will be notified as soon as possible.
- (h) In consideration of Health & Welfare effective On Signing as spelled out in Article 6, Local 8 New Brunswick, agree to make up weather clause with the exception of a 25 mile radius from the Saint John, New Brunswick (City Court House). This means a forty (40) hour week within a forty-eight (48) hour week from 8:00 A.M. Monday to 5:00 P.M. Saturday, eight (8) hours a day.
- (i) In consideration to the Cement Finishing section of the Agreement, the Union agrees to an eight (8) hour day and time and one-half (1 1\2) for the first four hours overtime & Double time thereafter.

(11)

Where special circumstances prevail, the Contractor and the International Representative of the Union may mutually agree to working hours. It is understood that hours worked from 13:01 A.M. Saturday to 12:00 Midnight Sunday, be paid at

- double the regular hourly rate.
- (j) The normal workweek for Sidewalk Work shall be Fifty (50) hours a week, Ten (10) hours per day at straight time rates of pay. Overtime shall be paid at the rate of time and one half for the first 2 hours, double-time thereafter.
 - (k) All overtime on Industrial Sites shall be double time.

ARTICLE 15 - REPORTING TIME

Any Member of the Union who is requested to report to work either at the shop or at a specified job where the Contractor is carrying out work under a contractor and who reports for work at the regular starting time and is informed that no work is available (excepting conditions beyond the control of the Employer) shall be paid two hours wages for so reporting, providing that the Employee remains on the job for the two (2) hour period and is only sent home at the direction of the Employer. Should the Employee be requested to wait beyond the two (2) hours he shall be paid for such waiting time. The Employer reserves the right to deduct two (2) hours pay from Employees who fail to report to work as required without providing the Employer with at least one (1) hours notice of this inability to report. This provision shall apply for cement finishing and all other out of town work.

ARTICLE 16 - MAINTENANCE OF WAGES

- (a) Wages shall be paid Thursday on the job every week by cheque. If paid on Friday, pay must be in cash, not later than 4:30 P.M.
- (b) None of the Companies shall pay or cause to be paid to any Employee by any means whatsoever, less than the amount stated in Article 6 and no member of the party of the second part shall work for any Employer at less than the rates as set out in Article 6.
- (c) Whenever five (5) employees are working on a single job, one shall be a foreman; the foreman under the direction of the Employer shall receive \$1.50 per hour more than the Journeyman's rate. The Foreman must be a Member of the I.U.B.A.C.
- (d) Any Member of the Union failing to receive his money on regular pay day or within forty-eight (48) hours from the time of his dismissal shall receive waiting time.
- (e) All Members of the Union shall receive one (1) hours notice with pay, Record of Employment Form and Vacation Pay, or be paid regular pay for waiting time.

- (f) The Employee shall receive a cheque stub from each cheque or pay statement of earnings. If paid by cash, "STATEMENT SHOWING THE CONTRACTOR'S NAME AND ADDRESS, THE PAY PERIOD COVERED, REGULAR AND OVERTIME HOURS EARNED, EMPLOYEE'S DEDUCTIONS, VACATION PAY AND ALL DEDUCTIONS".

ARTICLE 17 - ROOM AND BOARD ALLOWANCE

Any Member of the Union who is required to work on such job or jobs beyond the limits set out in Article 19 shall be paid adequate room and board per working week (or On Signing \$ 65.00/day worked; Effective August 1, 2008 \$ 70.00 per day worked in lieu of), an amount equal to transportation and traveling time where the distance requires the traveling be done in the day time. Traveling time shall not exceed eight (8) hours out of each Twenty-Four (24). It shall be understood that when a firm or contractor secures work outside of a Local Jurisdiction, he will employ Members of the International Union of Bricklayers and Allied Craftworkers and pick up all wages and negotiated fringe benefits.

ARTICLE 18 - APPRENTICESHIP

- (a) No Apprentice shall be permitted to work until the last twelve (12) months of his apprenticeship, unless he is under the supervision and control of a bonafide marble, tile, terrazzo mechanic or cement mason, except in special circumstances. Under no circumstances will he be sent out to a job alone. The apprentice will not be allowed to work any overtime whatsoever except in cases where he is working with a mechanic during the regular working week as set out in Article 14A. Overtime will not be allowed to interfere with his education.
- (b) Apprentices shall be entitled to the same privileges as a Journeyman.
- (c) Rate of pay for Trainees (Apprentices or Miscellaneous Helpers) shall be as set out below on number of months of employment in the trade:

1st twelve months-----	50%
2nd twelve months-----	60%
3rd twelve months-----	70%
4th twelve months-----	80%

The progress of Apprentices shall be reviewed by the Joint Trade Committee and progression is contingent upon satisfactory progress in the Trade.

- (d) On completion of apprenticeship of four (4) years, he shall receive journeyman's rate of pay then in effect.

- (e) Starting age for apprentice shall not exceed nineteen years of age; however, special consideration will be given by the Union to any man who has shown aptitude for the trade of marble, tile and terrazzo.
- (f) The first six (6) months of apprenticeship shall be recognized as a probationary period. During this period, the apprenticeship indentures may be annulled by mutual agreement of the parties hereto.

ARTICLE 19 - TERRITORIAL JURISDICTION

The Territorial Jurisdiction of the Collective Labour Agreement shall be the Province of New Brunswick and shall also be subject to the following:

- 1. Free zone - 1.62 km to 40 km traveled at Employee's own expense from Employer's registered place of business.
- 2. Over 40 km to 90 km - Thirty-Five (\$.35) Cents per km each way to be paid to Employee by Contractor, or suitable Transportation supplied.
 - a) If the Employee is requested to supply his own vehicle to transport other Employees to and from the job site, it is the sole responsibility of the Contractor to supply liability insurance.
- 3. Over 90 km - Room and board supplied as per Article 17. No Member of the Union shall be allowed to transport any materials or tools in his vehicle other than his own tools unless paid for by the Contractor.

ARTICLE 20 - JURISDICTION CONFLICTS

It is agreed by the Contractor that where the work of the trades covered in the Agreement conflict in any way with the other branches of the International Union, such regulations as are in general practice by such International Union shall apply.

ARTICLE 21 - CONTRACTORS WORKING

No Contractor shall be allowed to work with the tools on any project unless said Contractor is a Member of the International Union.

ARTICLE 22 - MAINTENANCE OF TOOLS

- (a) The Contractor agrees to maintain and keep all chisels in sharp and workable condition, satisfactory to the marble setter, so that all the cutting performed by the marble setter shall be left in such a finished condition that its appearance will reflect the skill of the mechanic. The helmet shall be supplied and owned by the Employees.

- (b) The Contractor agrees to supply cutting wheels for the tile setters cutting machine.

(14)

- (c) The Employers agree that mechanics will be compensated for tools lost by fire. Further, the Employers agree to compensate Employees for tools lost by theft from the securely locked shelter, on claims submitted in writing with substantial evidence.
- (d) The following equipment is part of the Employer's equipment and must be furnished by him:
Mortar box, mortar boards, straight edges, tubs, hose, buckets, polishing rags, power tools, also bits, plaster bowls and sponges, all when required.
- (e) All Mechanics and Apprentices shall have a complete set of tools; said tools may be purchased from the Employer or the A.P.T.T.C., at cost.

ARTICLE 23 - SHOP STEWARD

No discrimination shall be shown against any Shop Steward for carrying out his duties. It is also agreed that the Union will advise the Foreman of the appointment of a Shop Steward. The Foreman will advise the Union before discharging a Shop Steward. He will be the second last to be laid off. The Contractor and the Association will be notified in writing before the Steward is recognized.

ARTICLE 24 - MANAGEMENT RIGHTS

- The International Union and the local Unions agree that the Employer has the exclusive right to manage the business and to exercise such right without any restrictions save and except 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 the qualifications of Employees, to select, transfer or assign work, promote, demote, lay-off, discipline and discharge Employees for just cause, and to increase the working force from time to time.
 2. To determine materials to be used, design of project facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment and the schedule of work.
 3. To establish rules and regulations to be observed by Employees governing their conduct as such and the posting and notifying the International Union of such rules and regulations thereof. The Employer recognizes that the

International Union has recourse through the Grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of the Agreement.

(15)

ARTICLE 25 - OLDER MEMBERS, HANDICAPPED (SLOW LEARNERS)

Any Member of the International Union who, due to age or other disabilities, cannot qualify for the current rate of pay, may by consent of the local Union and\or International Representatives, Employer and himself, work for a special rate established by the Local Union and\or International Representatives, Employer and himself for the duration of this Agreement.

ARTICLE 26 - COFFEE\TEA BREAK

A ten (10) minute break shall be allowed morning and afternoon at the hour designated by the Employer. It is agreed that the Union or Employer, or both, shall discipline Employees abusing or violating this clause. Every effort will be made to ensure as little disruptions of work as possible because of the Article. If coffee\tea is taken, then it will be drank at a place of work and one man shall be designated to deliver same.

ARTICLE 27 - SAFETY

It is mutually agreed by both Parties that they shall abide by the Occupational Health and Safety Act of New Brunswick, or the appropriate Provincial, Federal regulations, whichever may have jurisdiction.

ARTICLE 28 - UNION SECURITY

- 28.01 The Employer agrees that it shall be a condition of Employment for all Employees as defined above to be a Member in good standing in the International Union of Bricklayers and Allied Craftworkers, during the term of this Agreement.
- 28.02 The Employer will co-operate with the union in providing employment of their Members, and the Union agrees to assist the Employer by all means in its power to secure and supply skilled and competent Craftworkers. If an Employee is engaged by the Employer, he shall be informed by the Employer that it is a condition of employment that, unless otherwise provided for the in the Local Collective Agreement, he shall make application forthwith and shall

become a Member of the Local Union within seven (7) days from the date of his engagement.

28.03 a) Every Employee before he commences work with an Employer "MUST CALL"

Local #8, New Brunswick
Mr. Gerald Reinders
506-388-5493

Local #8, New Brunswick
Mr. Denny Vautour
506-635-1505

FOR INFORMATION ONLY:

Local #1, P.E.I.
Mr. Clarence Gallant
902-566-3436

Local #1, Nova Scotia
Mr. Wyman Jordan
902-450-5614

(16)

Local #2, Nova Scotia
Mr. Raymond Deleskie
902-564-5406

Local #1, Nfld.-Labrador
Mr. John Leonard
709-747-5679

Stating whom he is going to work for, and\or what job and location of job.

The Trustees of the Health, Welfare and pension are not responsible for coverage of the Employee unless the Employee complies with Clause 28.03A. All Employees forfeit their right to benefit under the terms of this Clause if 28.03A 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 Three Dollars (\$3.00) per hour worked for every man hired until he receives the referral slip from the Local Union where the work is performed.

d) If the referral slip is not received within fourteen (14) days, the Employer will send the total amount, showing Employees 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. One Dollar and Fifty Cents (\$1.50) per hour will be returned to the Saint John Construction Association.

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.

28.04 When an Employer has work in a Local=s geographic area and requires additional craftworkers over and above his normal workforce, he shall call the Union office of the Local in which he is working.

ARTICLE 29 - DISPUTES

No Employee shall be required to cross any legal picket line or continue to work at any work site when a picket line is established in association with any legal strike. No Officer shall be liable for any such action. Members of the Union shall not be requested to work with Non-Union Tradesmen. No Party to this Agreement shall initiate any legal action against any other party to this Agreement arising out of non- fulfillment or violation of this Agreement without first exhausting all procedures for remedial settlements as set out herein.

(17)

ARTICLE 30 - SUB-CONTRACTORS

When the Employer chooses to sub-contract work, the employer agrees to engage only sub-contractors who employ members of the International Union. It is agreed that where a sub-contractor is not in contractual relations with a local Union named herein, such sub-contractors will be required to abide by the terms and conditions of this Agreement.

(18)

ARTICLE 31 - SIGNATORIES - PROVINCE OF NEW BRUNSWICK

DATED AT SAINT JOHN, N.B. this 22nd day of May 2007.

SIGNED on behalf of the Parties to this Agreement this 22nd day of May 2007 A.D.

For the Employer:

The Saint John Construction Association Incorporated on behalf of each of its Members as outlined under Appendix "A" hereof, or future Member who have or will authorize such Association to negotiate and conclude a Collective Agreement on their behalf.

SAINT JOHN CONSTRUCTION
ASSOCIATION, INC.

Witness

For the Union:

The Union agrees to recognize the Saint John Construction Association Incorporated as the exclusive bargaining agent for its members designated herein, and other unionized Employers of the Trade covered by accreditation.

INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 8N.B.

WITNESS

SCHEDULE 'A'

INDUSTRIAL WORK

Industrial work as defined:

Power Plants	Refineries
Pulp and Paper	Heavy Water Plants
Mining Operations	Cement Plants
Smelters	Automobile Assembly Plants
Shipyards and Dry Docks	LNG Plants

Shall be paid as per the following:

	<u>On Signing</u>	<u>Oct 1/07</u>	<u>Aug 1/08</u>	<u>Aug 1/09</u>
BHR	\$21.04	21.78		
VP (8%)	1.68	1.74	CPI + 1 % to a	
HTH&WLF	1.70	1.70		
PENSION	1.50	1.50	Maximum of 4 %	
IND. FUND	.70	.70		

TOTAL \$26.62 \$27.42 on the Total Package

LESS: Local & IU Working Dues 60 cents

All other work not defined, as Industrial Work shall be paid as follows:

	<u>On Signing</u>	<u>Jan 1/08</u>	<u>Aug 1/08</u>	<u>Aug 1/09</u>
BHR	\$17.87	\$18.33		
VP (8%)	1.43	1.47	CPI + 1 % to a	
HTH&WLF	1.70	1.70		
PENSION	1.50	1.50	Maximum of 4 %	
IND.FUND	.70	.70		
TOTAL	\$23.20	\$23.70	on the Total Package	

LESS: Local & IU Dues 60 cents

PROMOTION FUND DISTRIBUTION

Promotion Fund Admin.	\$.58
IR & ET FUND	\$.12
TOTAL	\$.70

SAMPLE REFERRAL SLIP

Local No. 8NB

Contractor _____

Job Site & Address _____

Brother's Name & I.U. Number _____

Brother's Address _____

Brother's Wages _____

Business Agent or I.U. Representative

Check-Off of Dues Authorization

Date: _____

To _____ (Name of Employer)

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 \$26.00
- (3) Dues in Arrears \$26.00
- (4) Assessments and Fines \$
- (5) Working dues \$.60 per hour

Signature _____ Date _____

Witness _____

Deductions made to _____ BAC Local 8NB