

BETWEEN

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

AND

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

AND

THE SAINT JOHN CONSTRUCTION ASSOCIATION, INC.

2018 - 2021

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ROOFERS LOCAL #437

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ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - SCOPE OF AGREEMENT NEW BRUNSWICK

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

ARTICLE 3 - UNION SECURITY & CHECK OFF OF UNION DUES

- 3.01 The Employer may name hire 100 % of its required manpower and the Union agrees to furnish at all time to the Company, Journeymen Roofers, Roofers Apprentices and Assistants, in sufficient numbers as may be necessary to execute work. Forty-Eight (48) hours notice from the Company to Union shall constitute reasonable time for the Union to fulfil personnel requirements. All present Company personnel covered by this Agreement shall become and remain members in good standing of the Union for the life of this Agreement.
- 3.01 (A) All members requested by the Employer, and any other persons supplied by the Union, shall, prior to employment, provide to the Employer, proof of qualifications, proof of all safety training as set out in Article 18.
- 3.02 If the Union is unable to furnish a sufficient number of Journeymen Roofers, Roofers Apprentices and Assistants within forty-eight hours of the request to meet requirements of the Company then the Company may secure said personnel from other sources. They shall be eligible and shall comply with the above requirements and thus, become parties to this Agreement within fourteen (14) calendar days of the commencement of their employment.
- 3.03 The signatory Company agrees that it will deduct Union Dues from each Journeyman Roofer and Apprentice Roofer. The Union Dues shall be Three Hundred Dollars (\$300.00) per year which can be deducted on a weekly basis. The Employer shall remit the dues to the Financial Secretary of the Union, within the fifteenth (15th) day of the month following, together with a list of all Employees for whom the dues are remitted.
- 3.04 Forms authorizing the check-off of the Union dues will be supplied by the Local Union #437 of the Sheet Metal Workers International Association.
- 3.05 The Business Agent of the Union shall have access to jobs and shops under this Agreement in the performance of his duties in servicing this Agreement providing that he has first notified the office of the Employer. The Business Agent shall not interfere in any way with the progress of the work. Should security regulations and/or owner client regulations prevent access to all jobs or projects of the Employer, the Employer will assist the business representative, upon at least Twenty-four (24) hour notice, in obtaining the necessary pass or permission to visit the job or project at

the owners discretion.

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - GEOGRAPHICAL JURISDICTION

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

ARTICLE 6 - JURISDICTIONAL DISPUTES

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES

- 7.01 Any grievance arising out of the interpretation or administration of this Agreement shall be settled in accordance with this Article.
- 7.02 Any Employee shall first present his grievance verbally to the Foreman under whose direction he is, or in the case of a dismissal, was working. If he so desires, the Employee may be accompanied by his Shop Steward. The Foreman shall give his answer not later than 8:00 A.M. on the day following presentation of the grievance to him. If the decision of the Foreman is unacceptable, the grievance shall be submitted in writing, but not later than three (3) days to the Superintendents of the Employer concerned, or senior official of such Employer on the Project, who shall render his decision not later than 8:00 a.m. on the day following presentation of the grievance to him. (in reference to 7.01)
- 7.03A The Union shall be entitled to submit a grievance in writing directly to the Employer concerned who shall render his decision not later than 8:00 A.M. on the day following presentation of the grievance to him.
- 7.03B An Employer, or his representative shall be entitled to submit a grievance in writing (in reference to 7.01) directly to the Business Agent concerned who shall render his decision not later than 8:00 A.M. on the day following presentation to him.
- 7.04 Failing settlement of an Employee grievance at stage 7.02 or a Union or Employer grievance at stage 7.03 A or B the grievance shall be subject to arbitration in accordance with the following rules:-
- 7.04A The following persons have been agreed upon as Arbitrators and have agreed to serve as Arbitrators under the terms of
this Agreement.
1. Robert Breen
 2. Doug Stanley
 3. Don French
 4. Don McLean
- 7.04B Within four (4) days of the receipt of the decision under 3 or 3A or B as the case may be, the party initiating the grievance shall file the grievance under the Arbitration 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 named above. The Arbitrator shall hold a hearing within fourteen (14)

(5)

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

7.05 The Arbitrator shall have the jurisdiction and authority to:

(a) Alter any discipline imposed by an Employer including altering a discharge to a suspension.

(b) Make such award, or other direction as the Arbitrator considers just and necessary, but may not alter or amend any wages or terms or conditions of this Agreement.

(c) Award compensation, including damages.

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

ARTICLE 8 - SAFETY

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

ARTICLE 9 - DISCRIMINATION

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

9.02 The Association, the Employers and the Union shall have a Joint Labour Management Committee consisting of two representatives appointed by the Employers, and two representatives appointed by the Union.

This committee shall convene at the call of either party. The Saint John Construction Association will convene the meeting and supply secretarial services.

The purpose will be to discuss mutual problems and make recommendations to either party so as to improve the harmonious relationships.

ARTICLE 10 - WAGES

10.01	BASE RATE	VACATION PAY	HEALTH&WEL. S.J.C.A. IND. RELATIONS TR. FUND	Safety Training Fund	GROSS RATE
		10%			
June 4/18	\$ 28.25	\$ 2.82	\$ 2.85	\$0.15	\$ 34.07
June 1/19	\$ 28.81	\$ 2.88	\$ 2.85	\$0.15	\$ 34.69
June 1/20	\$ 29.37	\$ 2.94	\$ 2.85	\$0.15	\$ 35.31

to December 31/21

10.2 The Wage Rate for Roofing Foreman shall be Four Dollars (\$4.00) per hour above the qualified Roofers regular rate of pay.

10.3A The rate of pay for Roofing Assistant starting work in the Roofing Trade shall be paid Fifty-five percent (55%) of the Journeyman Roofers regular rate of pay, but no Health and Welfare payment shall be made by the Employer on behalf of the Roofer Assistant.

The Employee may enter the apprenticeship program upon sponsorship of the Employer.

Starting Apprenticeship	65%
1800 hours worked plus 1st Division exam successfully completed	75%
3600 hours worked plus 2nd Division exam successfully completed	85%
5400 hours worked plus 3rd Division exam successfully completed	90%
Certificate of qualification successfully completed	100%

If an Employee does not go to Apprenticeship Training School (Block Release), he will not receive incremental increases.

If Employee fails to go to school on second notice of Block Release the Employer can advise the employee he can no longer work at the trade.

A Joint Labour Management Committee, consisting of two Employers and two Employees, shall be established for the purpose of managing the Apprentices. Committee.

10.3B When the Employer receives the Divisional Certificate of Completion of the Employee in the Apprenticeship Program, he will adjust the Employees hourly rate from the date the Employer receives same.

10.3C Any Employee receiving a higher percentage rate of pay then specified in the Agreement will not suffer any loss of pay due to the signing of this Agreement.

ARTICLE 11 - HOURS OF WORK

11.1 The regular working hours shall be fifty (50) hours per week from Monday to Friday, exclusive of travel time. These hours may be varied by mutual consent between the parties hereto, provided that all hours worked beyond fifty (50) in one week (Monday to Friday) be paid at the applicable overtime rates as per Article 11.2.

11.2 All hours worked in excess of those set out in Article 11.1

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

11.3 All work done Saturday, Sunday and Legal Holidays shall be paid at double time rate.

11.4 In the case of two or more shifts being employed on a jobsite, exclusive of overtime and holidays, the rate shall be eleven (11) hours pay for ten (10) hours worked for the second shift.

11.5 All overtime shall be on a voluntary basis.

11.6 Employees required to work more than Ten (10) hours without prior notice, shall be given a hot meal consumed on a twenty (20) minute break, or without a supper in any day, the Employee shall be given one (1) hour pay in lieu of a meal.

11.7 Conditions set out in this Article are exclusive of those set out in Article 15.6 - Travel time.

ARTICLE 12 - LEGAL HOLIDAYS

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

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

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

ARTICLE 13 - VACATION PAY

13.1 Vacation Pay shall be Ten percent (10%) March 5, 2012 to December 31, 2014.

13.2 All Vacation Pay for Employees shall be deducted weekly and remitted once a month.

Remittance Form for Roofers Vacation Pay to be submitted to Bayview Credit Union Ltd., 54 Loch Lomond Road, Saint John, New Brunswick, E2J 1X7, 634-8585 by the end of the month.

NAME	S.I.N.	ADDRESS	AMOUNT
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ARTICLE 14 - WEEKLY PAY

14.1 Wages are to be paid weekly on the job by cash, cheque or direct deposit. When the employee is leaving the Employer's service or discharged, he will be paid no later than the regular pay date for the period during which the Employee leaves or is discharged. Employees laid off shall be paid in full forthwith within a Forty-six Kilometers (46) radius of the Head Office of the Company and Employees outside this radius shall

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have their Unemployment Slip and wages in full sent by Registered Mail by the Employer within twenty-four (24) hours (1 working day). If the wages are paid by cheque or cash, the Employer shall pay no later than Thursday of each week during working hours.

ARTICLE 15 - TRANSPORTATION AND ROOM AND BOARD

- 15.1 All Employees shall provide their own transportation within a Twenty-five (25) Kilometer radius of the Town Hall.
- 15.2 Adequate lodging plus Fifty Dollars (\$ 50.00) per day worked will be provided by Employer on out-of-town work. This allowance will be provided on inclement weather days as well.
- 15.3 In the event of work extending for more than Thirty (30) continuous days, travelling time paid every second week.
- 15.4 Where men are transported to and from work sites outside the Twenty-five (25) kilometre zone by Employers vehicles, they shall be at the pick-up point fifteen (15) minutes before the start of the shift and shall be returned to the same point or to other arranged points not later than fifteen (15) minutes after end of the shift.
- 15.5 If an Employee is required to use his own vehicle beyond and back to a Twenty-five (25) kilometre radius line from the Town Hall, the standard rate of forty-five cents (\$.45) per kilometre travelled shall be paid to such Employee.
- 15.6 If an Employee is travelling daily outside the Twenty-five (25) kilometer radius by company vehicle, he shall be paid travelling time at the straight time hourly rate. All transportation by the company vehicle within the twenty-five (25) kilometre zone is unpaid.

ARTICLE 16 - UNION EMPLOYEES COVERED BY THIS AGREEMENT

- 16.1 It is mutually agreed by both parties that this Agreement covers only employment of Journeyman Roofers, Roofer Sheet Metal Workers and/or Foreman, Assistants and Apprentices actually working with the tools of the trade. It specifically excludes superintendents and general foremen.

ARTICLE 17 - GENERAL

- 17.1 CALL OUT AFTER REGULAR HOURS:
All Employees called out after regular working hours shall be paid at his applicable hourly rate with a minimum of two (2) hours pay at the straight time rate.
- 17.2 REPORTING TIME
Employees who shall report for work to the job site or shop, without having been told in advance not to report, shall be given work or pay equivalent to two (2) hours pay

at regular rates, except where work is unavailable due to circumstances such as fire, flood, inclement weather strikes or work stoppages.

17.3 It is agreed by both parties that Employees shall have one ten (10) minute rest break after half shift as close as possible to mid point of said half shift.

It is agreed that the Union or Employer or both shall discipline the Employees abusing or violating this Clause. If coffee is taken it shall be drunk at the job and one man shall be designated to deliver same.

17.4 It is agreed that a premium of Fifty cents (\$.50) per hour of the Employees rate shall be paid for the application of work performed on waterproofing, vertical walls below ground for cold applied emulsions. It is further agreed, the Employer shall supply rubber gloves.

17.5 It is agreed no Employee will suffer any loss of any kind due to the signing of this Agreement.

17.6 Bereavement Pay - Two (2) days bereavement pay shall be paid a married or co-habiting employee who has lost time from work due to the death of any member of his immediate family, which includes spouse, children, mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren. Two (2) days bereavement pay shall be paid to a single employee who has lost time from work due the death of any member of his immediate family, which includes the following: mother, father, sister or brother, grandparents or grandchildren

ARTICLE 18 - HEALTH, WELFARE, PENSION AND TRAINING FUND

18.1 The Employer and the Union confirm the establishment of the New Brunswick Sheet Metal Industry Employer Employee Trust Fund (Fund) in accordance with a Trust Agreement between the Union and the Saint John Construction Association Inc. and their designated Trustees. The purpose of the Trust Fund is to provide Health and other insurance benefits the Trustees, in their sole discretion, determine (the Insured Benefits) for the Union members to the extent that the funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and the Saint John Construction Association Inc. In accordance with the Trust Agreement the Trustees may, in their discretion in accordance with the Trust Agreement, (i) establish programs to permit employees of the Union and employees of an employer (including the Association) to participate in one or more of the Insured Benefits, (ii) establish self payment programs for retired members of the Union to participate in one or more of the Insured Benefits, and (iii) permit members of

another Local of the Sheet Metal Workers International Association (affiliated Locals) to participate in one or more of the Insured Benefits.

Non-union employees and Roofers Assistants employed under Article 3 of this Collective Agreement are not entitled to any of the Insured Benefits or to participate in the New Brunswick Sheet Metal Registered Savings Plans.

Employees, including Union members, do not have any interest in the Trust Fund or in the monies contributed by them or an Employer other than a Union member's interest in his or her New Brunswick Sheet Metal Registered Savings Plan. Union members are only entitled to the Insured Benefits for which they are eligible in accordance with the plan or plans purchased by the Trustees to provide the Insured Benefits and are not entitled to a refund or payment of any amount from the trust Fund at any time or for any reason.

18.2 The Employer shall pay:

(a) Two Dollars and Eighty-five Cents (\$2.85) for each hour worked under this collective agreement (other than worked by a Roofers Assistant) to the Trust Fund. From the Two Dollars and Eighty-five Cents (\$ 2.85) the Trustees shall pay Twelve Cents (\$ 0.12) to the Saint John Construction Association, as a contribution to the Saint John Construction Association Industrial Relation Trust Fund and the remaining amount shall be applied to the purchase of Insured Benefits for the Union members (other than Roofers Assistant) and to cover the cost of administrating the trust (including the education of the Trustees with respect to their obligations as Trustees).

(b) Twelve Cents (\$ 0.12) for each hour worked by a Roofers Assistant to the Trust Fund which will be remitted to the Saint John Construction Association as a contribution to the Saint John Construction Association Industrial relations Trust Fund.

(c)Effective June 4, 2018 Two Dollars and Eighty-five Cents (\$ 2.85) for each hour worked under this collective agreement (other than worked by a Roofers Assistant) to the Trust Fund. From the Two Dollars and Eighty-five Cents (\$2.85) the Trustees shall pay Twelve Cents (\$ 0.12) to the Saint John Construction Association, as a contribution to the Saint John Construction Association Industrial Relation Trust Fund; Fifteen Cents (\$ 0.15) shall be

contributed to the jointly monitored Safety Training Fund for the purposes of supplying all Union members with WHMIS, Safety Orientation, Falls Protection, Confined Space, First Aid Training and additional safety training courses as required; and the remaining amount shall be applied to the purchase of Insured Benefits for the Union members (other than the Roofers Assistant) and to cover the cost of administering the trust (including the education of the Trustees with respect to their obligations as Trustees);

(d) Effective June 4, 2018, Twenty-seven Cents (\$ 0.27) for each hour worked by a Roofers Assistant to the Trust Fund of which Twelve Cents (\$ 0.12) will be remitted to the Saint John Construction Association as a contribution to the Saint John Construction Association Industrial relations Trust Fund and Fifteen Cents (\$0.15) will be remitted to the jointly monitored Safety Training Fund.

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

18.4 It is a condition of employment and compulsory that all Roofers and Apprentices pay Eighty Cents (\$ 0.80) per hour worked from his or her hourly rate to the Trust Fund. From this Eighty Cents (\$ 0.80), the Trustees shall pay:

(i) five Cents (\$ 0.05) to the Industrial Improvement Training Fund, and

(ii) Seventy-five cents (\$0.75) to the Union as a contribution to the Union administration Fund.

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

(i) Forty cents (\$ 0.40) to the Union as a contribution to the Union administration Fund.

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

(12)

reasonable administrative costs if considered appropriate by the Trustees) all contributions made for or on behalf a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of a collective agreement to the Trustees or administrator of a benefits plan established by the Affiliated Local of which he or she is a member.

18.6 The Employer shall remit all contributions and payments for each month by cheque or other means of payment on or before the fifteen (15th) of the following month to the Union and the New Brunswick Sheet Metal Industry Employer Employee Trust Fund c/o Belmont Health and Wealth, S-605 133 Prince William Street, Saint John, N.B., E2L 2B5.

ARTICLE 19 - TERM OF AGREEMENT

19.1 This Agreement shall remain in effect to and including the expiry date of this Collective Agreement, which is to be June 4, 2018, and shall continue in full force and effective until December 31, 2021, unless either party gives notice in writing not less than sixty (60) days prior to the expiration date of this Agreement or sixty (60) days notice thereafter its expiration date, of its desire for change, adding to or amending this Agreement.

DATED AT SAINT JOHN, NB, THIS 4th DAY OF June, 2018.

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


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

INTERNATIONAL ASSOCIATION,
LOCAL UNION #437

J.E. WILSON ROOFING LTD.
LEONARD ROOFERS LTD.
GLOUCESTER ROOFERS (1979) LTD.
JOSEPH DUGAY & SON LTD.
MACGOWEN BROS. LTD.
ATLANTIC ROOFERS LTD.
GEORGE HAMILTON & SON LTD.
BRUNSWICK RFG. & SHT MTL. LTD.
NORTHERN INDUSTRIES LTD.
ROBERT J. FUDGE LTD.
BOUDREAU SHEET METAL WORKS
WM. P. DOWD & SONS LTD.
TOPVIEW ROOFING LTD.
DUGUAY ROOFING LTD.
FLYNN CANADA LTD.
A-TECH ROOFING


PRESIDENT

RECORDING SECRETARY



Witness

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



Executive Director





Witness