

PROVINCIAL INDUSTRIAL COLLECTIVE AGREEMENT
BETWEEN
SAINT JOHN CONSTRUCTION ASSOCIATION INCORPORATED
ON BEHALF OF ITS ACCREDITED MEMBERS
AND
INTERNATIONAL ASSOCIATION
OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS
LOCAL #131
2019 - 2024

INDUSTRIAL WORK

DEFINITIONS- THIS AGREEMENT INCLUDES THE FOLLOWING CLASSIFICATIONS OF WORK. INDUSTRIAL PROJECTS SHALL BE DEFINED AS THE INITIAL CONSTRUCTION, MODERNIZATION, EXPANSION OR ADDITION TO THE EXISTING FACILITY OR FACILITIES AS OUTLINED HEREIN.

POWER PLANTS
PULP & PAPER MILLS
MINING OPERATIONS
REFINERIES
HEAVY WATER PLANTS
SHIPYARDS
DRY DOCK FACILITIES
AUTOMOBILE ASSEMBLY PLANTS
SMELTERS
FOUNDRIES

ALL OTHER WORK SHALL BE CONSIDERED COMMERCIAL/INSTITUTIONAL WORK AND PERFORMED UNDER THE TERMS OF THE COMMERCIAL/INSTITUTIONAL COLLECTIVE AGREEMENT.

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BETWEEN SAINT JOHN CONSTRUCTION ASSOCIATION AND ITS ACCREDITED
MEMBERS
AND
INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ASBESTOS WORKERS, LOCAL #131, HEREINAFTER CALLED THE UNION OF
THE SECOND PART

ARTICLE 1 - APPLICATION OF AGREEMENT

- 1.1 The provisions of the Agreement shall be binding upon the parties hereto within the Province of New Brunswick.
- 1.2 The Employer further agrees that on all operations outside of the chartered territory of the Union he will abide by the rates of pay, rules and working conditions established by Collective Bargaining Agreement between the local Insulation Contractors and the Local Union in that jurisdiction. Employers may send a Journeymen, and in the event of insufficient supply of local labour in that territory, such additional Employees as may be necessary, and in addition to payment of transportation costs, the wages and other conditions established in this Agreement in force in the area where the work is done, whichever is most favorable to the Union, shall apply.

ARTICLE 2 - APPLICATION OF AGREEMENT

- 2.1 This agreement covers the rates of pay, rules and working conditions of all Journeymen and Apprentices covered by this Agreement and employed by an Employer signatory to or otherwise committee to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 131, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, handling, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, lead and mold remediation, thermography and/or weather-proofing of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or to create voids, or on either piping fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control, fireproofing, firestop, or sound proofing and the application of all protected finishes and asbestos removal. This is also to include all labour connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local No. 131. This article does not include the manufacture of pipe covering and/or fittings in one piece halves nor the facing of flexible blanket duct insulation.
- 2.2 Where the Employer's Journeymen and Apprentices are fully employed, or are not properly qualified and the employer is not able to employ members of the Union who are qualified for a particular job, the Employer may subcontract for the

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same, to an established registered insulation company who is or is willing to become signatory to this Agreement.

- 2.3 The foregoing is to include alterations and repairing of work similar to the above and the use of all materials for the purpose mentioned.
- 2.4 All journeymen will be certified through Red Seal Exam, Inter-Provincial Exam. All apprentices shall be duly indentured to the Joint Apprenticeship Training Committee and the requirements thereof. Uncertified members are required to show verifiable effort to attain certification within one (1) year after the signing of this agreement and will not be recognized as journeymen until the Red Seal Exam has been successfully passed.

ARTICLE 3 - RECOGNITION OF UNION

- 3.1 The Employer hereby recognizes the Union as the exclusive Collective bargaining agent for Journeymen and Apprentices who perform any of the duties as described in Article 2 hereof.
- 3.2 The Employer will notify the Union by phone when an Employee is hired or laid off or terminated within forty-eight (48) hours.
- 3.3 The employer will ensure that all new employees will obtain a referral slip from the Union and the Union agrees to give a work referral slip to anyone hired under the terms of this agreement, verifying his qualifications and the current and valid Safety Training and Drug and Alcohol Testing as set out in Article 17.1 C (iii) of this agreement.

ARTICLE 4 - SUBCONTRACTING

- 4.1 The Employer agrees that he will not sublet or contract out any work described in Article 2 except as noted therein and the Union agrees not to contract, sub-contract or estimate on work nor allow its membership to do so nor act in any trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a corporation or their representative or agents shall execute any of the work of application of materials and in no case shall any member of the Union estimate on or give any labour figures.
- 4.2 (A) 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 insulation contractors and then proceeded to do the work themselves.
- 4.2 (B) The Union will not recognize or supply man-power to any

Contractor unless he becomes signatory to this Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The Union recognizes and acknowledges that it is the undisputed right of the Employer to operate and manage its business and that, subject to the terms and provisions of this Agreement the right to select, hire, transfer, promote, demote, layoff, suspend or discharge an Employee for just cause and to maintain discipline and efficiency of the Employees is the exclusive function and responsibility of the Employer and that, in order to provide opportunities for continued employment, good working conditions, and good wages, the Employer must maintain a position enabling it to compete in a competitive business and to operate at the lowest possible costs, consistent with fair labour standards.

ARTICLE 6 - WAGES, RATES AND CLASSIFICATIONS

6.1 (A) All Journeymen in charge of jobs shall be a certified journeyman in the Province of New Brunswick, subject to Article 5.1 and mutual consultation with the Union, Journeyman in charge of 0-5 men shall receive Two Dollar and Fifty Cents(\$ 2.50) per hour more than the journeyman rate; Journeyman in charge of 6-10 men shall receive Three Dollars and Seventy-five Cents(\$ 3.75) per hour more than the journeyman rate; Journeyman in charge of more than 10 men shall receive Five Dollars and Fifty Cents(\$ 5.50) per hour more than the journeyman rate.
At the sole discretion of the employer a general foremen may be appointed at a rate of pay of Eight Dollars (\$ 8.00)per hour more than the journeyman rate.
(B) Journeyman shall be paid at the following rates during the terms of this Agreement from:

	<u>Aug 6/19</u>	<u>AUG 1/20</u>	<u>AUG 1/21</u>	<u>Aug 1/22</u>	<u>Aug 1/23</u>
BASE RATE	\$35.68	\$36.35	\$37.03	\$37.70	\$38.38

(C) Re: Vacation Pay Remittance It is agreed that all Vacation Pay will be paid in accordance with the New Brunswick Vacation Pay Act, except that the rate will be at eleven per cent (11%) of their wages.
All vacation Pay is to be paid weekly in the regular pay cheque. This should be taxed and shown on the Employee's pay stub.

6.2 (A) Apprentices shall be paid at the following % of the rate during the term of this Agreement:

First Year Apprentice 65%
Second Year Apprentice 75%
Third Year Apprentice 85%

All apprentices must pass the relevant Block exam and work the appropriate hours at the trade in order to qualify for incremental increases.

(B) Wages are to be paid by Direct Deposit on Thursday, to the employee's bank of choice, pay stub on Wednesday by Three O'clock (3:00 PM) of each week. All deductions must be clearly shown. If a holiday should fall on a Friday, then the employee shall be paid by Direct Deposit on Wednesday. If Direct Deposits fail to arrive, then suitable arrangements will be provided to rectify same.

- 6.3 (A) When an Employee terminates his employment from the company of his own accord, he shall be paid on the next regular pay day. If an employee on Room and Board and Travel leaves of his own accord, he shall forfeit such allowances for that day.

(B) Where employment is terminated by the Employer, the Employee shall be given at least two (2) hours notice. The Record of Employment will be mailed within two (2) working days of termination of employment, wages to be paid by direct deposit within two (2) working days. If the record of employment is E-Filed, one (1) hard copy of same will be made available upon request.

- 6.4 Indentured Apprentices shall not be eligible for Trade Certification examinations until after having worked 7,200 hours in the trade. Apprentices shall be required to work 2,400 hours in order to complete each Block of his or her apprenticeship.

All apprentices shall be indentured to the Joint Apprenticeship Training Committee and will be required to attend training courses when and as required by the Province of New Brunswick. Willful failure to attend courses will result in revocation of apprenticeship.

Indentured apprentices shall not be eligible for trade certification examinations until after having served the required periods of time in compliance with the requirements of the Joint Apprenticeship Training Committee and the Province of New Brunswick

- 6.5 The Employer agrees that it shall be a condition of employment of all Employees, subject to the terms of this

Agreement, that from commencement of employment, all Employees shall pay the regular Union Dues. Said dues to be deducted weekly and forwarded to the Union on the fifteenth (15th) of each month, along with a list of names of the Employees from whom deductions have been made. New Employees names, social insurance number, and address to be forwarded to the Union.

ARTICLE 7 - HOURS OF WORK

7.1 (A) Regular work day shall be eight (8) hours, Monday to Friday between 7:00 AM and 5:00 PM. Starting time and finishing time will be dependent on the job site conditions and location. Regular work week will be forty (40) hours. Where special circumstances make it necessary to work other than the regular hours, exclusive of overtime and holidays, and in the case of two or more shifts being employed, the second shift shall be paid Twelve and one half percent (12.5 %) above the straight time rate. The third shift shall be Twenty-five Percent (25 %) above the straight time rate.

All shifts shall be eight (8) working hours and Employees shall have eight (8) hours free time between shifts or overtime shall be paid for the shifts or hours worked.

A fifteen (15) minute rest break shall be taken near the mid-point of each half shift and a one half hour meal break shall be taken near the mid-point of each shift.

(B) When an Employee reports for work, and there is no work due to job conditions or inclement weather, he shall receive two (2) hours pay.

(C) During regular working hours should it become necessary to close the job down due to inclement working conditions, the Employee shall be paid two (2) hours in excess of hours worked up to a maximum of eight (8) hours per day. Employee to remain on job for period of time paid.

(D) When it is found necessary on a job to have continuous work through the regular lunch hour, double time shall be paid, and will continue until such time as an appropriate lunch hour shall be given, when authorized by head office.

(E) It is also agreed that Employees working on out of town jobs away from their home as per Article 10, will receive eight (8) hours per day when there is no work due to job conditions.

(F) Should an Employee be unable to go to work by 9:00 A.M. he shall phone the head office, collect, to advise his absence.

7.2 (A) Employees shall be notified prior to the end of the

previous shift that they will be working overtime or will be provided a meal furnished by the Employer or will receive pay for the meal hour at over-time rates.

(B) In addition to this meals will be provided every four (4) hours while working overtime, or receive pay for their meal hour at overtime rates.

7.3 (A) Employee shall not be compelled to punch the clock, however the procedure is used in any establishment, the worker shall co-operate by conforming with the procedure as established in any plant where insulation work is to be performed.

(B) Should it be necessary to install time clocks on individual projects, the Union and the company will negotiate a procedure for use of same.

7.4 The Employer shall make every reasonable effort to provide adequate heated quarters on all jobs for men to eat lunch, and for storage of tools. such areas to be separated. Drinking water will be provided when necessary. Storage box to be kept locked at all times. Tools for foamglas to be provided by the Employer. Tools for Stainless Steel will be supplied for all work involving .016 inch corrugated and up.

7.5 (A) Height pay shall be paid on the following basis:
Work performed above a direct drop of 40 feet to 100 feet. Fifty-five cents (\$.55) more per hour, over 100 feet - eighty-five cents (\$.85) more per hour. Height work voluntary.

(B) Rope Access Work shall be paid at a rate of Six Dollars (\$ 6.00) above the journeyman rate of pay per hour.

7.6 Employee must arrive on the job wearing coveralls. Coveralls must be worn on the job as a condition of employment. Employees will not be permitted to work unless coveralls are worn. SUBJECT TO CONDITIONS IN ARTICLE 13.1.

7.7 **Compressed Work Week** (A) The Employer may schedule the regular work week in four consecutive ten (10) hour days at straight time rates of pay. The four ten (10) hour days shall be scheduled during a Monday to Thursday or Tuesday to Friday period. Such compressed work weeks may be worked as shift work and premiums will apply for afternoon shifts.

(B) A fifteen (15) minute rest breaks shall be taken near the mid point of each half shift and a one half hour meal break shall be taken near the mid point of each shift

(C) If the project requires that the four Ten (10) hours days becomes five ten (10) hour days, then the Employer may revert back to regular working hours with overtime.

(D) When working a compressed week, Travel and/or Board allowances will be paid for per day worked and will be pro-rated to an hourly rate due to absenteeism. This will not

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apply if the job is shut down as per Article 7.1 (C) or has a valid excuse or reason.

(E) When working this compressed work week, Monday to Thursday, Friday, Saturday and Sunday are overtime days. Alternately, if the compressed work week is Tuesday to Friday, then Saturday, Sunday and Monday shall be overtime days. All overtime days and Holidays, when worked, shall be paid at double the straight time rates of pay.

(F) If a holiday falls on a work day while a compressed work week is in effect, all hours worked in excess of thirty (30) hours shall be overtime.

(G) If a holiday falls on the three day weekend, the next working day will be observed as the holiday.

(H) It is also agreed that employees working on out of town jobs away from their homes as per Article 10, will receive ten (10) hours per day when there is no work due to job conditions.

ARTICLE 8 - OVERTIME

8.1 (A) All work in excess of eight (8) hours per day shall be considered overtime and shall be paid at double the regular rate.

(B) Saturday, Sunday and observed Holidays to be paid at double time regardless of job location. Employees called to work Saturday and Sunday will be guaranteed three (3) hours pay at double time should they work less than eight (8) hours.

When called back during the regular week, two (2) hours guaranteed at double time. Employee must remain on the job to qualify. Overtime work is not compulsory, however, Union officials will encourage the working of overtime during an emergency.

(C) The observed unpaid Holidays are:

New Year's Day	Labour Day	Family Day
Good Friday	Thanksgiving Day	
Victoria Day	Armistice Day	
Canada Day	Christmas Day	
New Brunswick Day	Boxing Day	

and any other day proclaimed by the Federal or Provincial Government as a Holiday and in the event any such Holiday falls on a Saturday or Sunday, the day observed by the Federal or Provincial Government shall be deemed the Holiday.

8.2 No work shall be performed on Labour Day except in special cases of emergency and then only when Triple Time is paid. When a holidays falls on Saturday or Sunday, the day

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designated by statute shall be observed.

ARTICLE 9 - RATIO

- 9.1 (A) The ratio of Indentured Apprentices who attend Department of Advanced Education Training Courses shall equal but not exceed one Apprentice to three Journeymen, subject to approval of Joint Apprentice Training Committee.
(B) No Apprentice shall be required to take charge or oversee or direct any work normally done by a Journeyman unless he receives Journeyman wages, and only if no Journeyman is available, subject to work being done on an individual job basis.
- 9.2 (A) Emergency helpers shall be allowed in numbers agreed upon by the Employer and the Union's Business Agent or other authorized officer specifically on a job basis, such helper not to be counted in the foregoing ratio for the duration of the emergency.
(B) No emergency helpers shall be hired until all Union men, acceptable to both parties are employed. The Union must have forty-eight (48) hours, two (2) working days, notice in order to supply manpower.

ARTICLE 10 - OUT OF TOWN WORK

- 10.1 When on out of town jobs away from their homes, Employees shall receive free transportation and One Hundred and Ten Dollars (\$110.00) per day worked (effective Aug. 1,2023 One Hundred and Fifteen Dollars (\$ 115.00)) for Room and Board per day worked. Should the Board exceed the rate stipulated, then the Employer will pay the excess provided proper receipts are shown for the full amount. Employees hired on job sites will not receive Room and Board. Travel and/or Board will be pro-rated to an hourly rate due to absenteeism. This will not apply if the job is shut down as per Article 7.1 (c) or a valid excuse or reason.
- 10.2 (A) While travelling Employees shall receive eight hours (8) pay for every twenty-four (24) hour period and if travelling at night sleeping accommodations will be provided by the Employer.
(B) Furthermore, there will be a sixteen (16) kilometer zone, and a thirty-two (32) kilometer travel zone at mileage rates of Forty-eight Cents (\$ 0.48) per kilometer. Beyond the total of forty-eight (48) kilometers Board will be paid as per 10.1. The free mile zone and travel zone will be taken from the City Halls of

all Cities in the Province of New Brunswick.

(C) If no sleeping accommodations are provided then Employees shall receive pay at straight time for actual amount of hours travelling over their regular eight (8) hours per day. If the travelling takes place on week-ends, the overtime rate shall apply.

(D) Where work is being done on job sites outside the Employees home area, he shall be required to take his regular turn in going outside their home area providing the Employer is of the opinion that he has the ability and knowledge necessary to perform the work. Refusal to take a regular turn will result in the Employee so refusing being subject to layoff until his refusal has been reviewed by the Joint Trade Board and a decision made in respect hereto.

(E) On the event of work extending for a prolonged period, mileage per car, but no travelling time, to and from the job, to and from the Employees home is to be provided on the following basis:

Jobs within New Brunswick - Once every three weeks

Definition of Transportation will be as follows:

Employees shall receive mileage if they use their own car, and Employees who are passengers shall receive bus fare only.

ARTICLE 11 - QUALITY OF WORK

11.1 Employees shall be considered "at work" for a company from the time they start employment and they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until two (2) hours notice has been given to the company.

11.2 Journeymen in charge of out-of-town operations where Board is paid shall complete the same before leaving shop of Employer.

11.3 All Employees shall own and be in possession of the following necessary tools of the trade on the job site at all times. The Employees are required to sign for all hand tools not listed below and are required to return same after completion of job, or at the Employer's request.

- 1 set Dividers
- 1 11" Flat Trowel
- 3 Pair Aviation Snips M1-M2-M3
- 1 screwdriver
- 1 pair 10" Scissors
- 1 Ice Pick
- 1 6" Pointer

- 2 Springs and\or Rubber Bands
- 1 4" Paste Brush
- 1 8" Cutter Pliers
- 1 Sewing Kit
- 1 10" Knife
- 1 - 3 Meter Metric Tape - 1 12" Ft. Imperial tape
- 1 18" Double-sided Saw
- 1 Hammer

The Employer reserves the right to conduct random tool inspections on site at the Employers discretion.

- 11.4 Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it penalized.

When work is not complete to the satisfaction of the owner and\or Employer and\or has not met specifications, the Employer may refer the matter to the Joint Trade Board, which shall meet to consider the complaint within two (2) days of the making of the complaint.

If the Joint Trade Board considers that the inferior workmanship is the result of negligence or faulty work of an Employee such Employee shall return to complete the inferior work in a proper manner at his own expense and without payment of wages.

- 11.5 The Union and Company agrees there shall be no limitation or restrictions placed upon the individual working efforts of Employees.

ARTICLE 12 - UNION OFFICE

- 12.1 The Union shall have a permanent office address with telephone service, where their business agent or authorized officer can be communicated with each working day for the purpose of answering inquiries and providing necessary service to the trade. All communications including grievances and disputes shall be through the auspices of the Union office as described.

ARTICLE 13 - INVALID CLAUSE

- 13.1 Any portion of this Agreement found to be in violation of existing Federal or Provincial Law shall become inoperative and the balance of the Agreement as such continue in full force and effect until date of expiration.

ARTICLE 14 - UNION SECURITY

- 14.1 All Journeymen and Apprentices now in the employ of the Employer shall become and remain members in good standing in

- the Union during the term of this Agreement. Apprentices must make application to the Union after one (1) month at the trade. The union will notify the employer in writing if such application is accepted. Applicants must be indentured apprentices before membership in the union is processed.
- 14.2 Notwithstanding anything herein contained the Employer shall be obliged to discharge any Employee because his Union membership is terminated and where his membership is terminated by voluntary resignation or by expulsion. The Union must notify the employer by registered mail.
- 14.3 Employer agrees to give preference to qualified members of Local #131.
- 14.4 In the event of a lay-off, the contractor must notify the Union Office within forty eight (48) hours of layoff.
- 14.5 A Shop Steward may be appointed by the Business Manager on Job Sites where Union Members per shift are Employed. Appointee shall be Certified Journeyman in good standing from Local 131, mutually agreed upon. Employer shall be notified in writing of such appointment. Shop Steward's tenure will apply to individual jobs only and will cease upon completion of the job.

ARTICLE 15 - JOINT TRADE BOARD

- 15.1 There shall be a Joint Trade Board consisting of two (2) representatives of all Employers and two (2) members of the Union. The Joint Trade Board shall have the right to investigate all labour operations of the parties to this Agreement within its prescribed limits so far as any of the provisions of this Agreement are involved, in connection with which any questions may arise, and for this purpose shall have the right to summon, question and examine the Employer and the Union, or their representative or agents, or any Employee.
- 15.2 Trade disputes or grievances shall be settled without cessation of work, and in cases where the parties to this Agreement fail to agree, the matter of dispute shall be referred to the Joint Trade Board.
- 15.3 In case any disputes arise, notice must be given in writing to the Secretary of the Joint Trade Board and/or the Saint John Construction Association by aggrieved party within ten (10) working days. When the Joint Trade Board receives a grievance it shall have seven (7) working days within the time limited hereby, the grievance may be taken to arbitration according to Article 16 hereof within twenty-one working days (21).
- 15.3(A) Should a Union member be unacceptable to an Employer, then the Union and/or Employer will refer the

matter to the Joint Trade Board for appropriate action. All time limits in this Article may be extended by mutual agreement of the parties.

15.4 The Joint Trade board shall be governed by the following by laws:

1. Regular meeting shall be held quarterly in January, April, July and October.
2. Special meetings shall be called by the Chairman on written request, of either side, stating the object for which the meeting is to be called, but no matters shall be discussed at special meetings except those designated in said written request.
3. Four (4) shall constitute a quorum, two (2) from each side, neither shall cast more ballots than the other.
4. The vote on all questions of violations of this Agreement shall be by secret ballot.
5. It shall require a majority vote to carry out question.
6. The Joint Trade Board shall have the power to impose fines or other penalties where agreed by vote, as above provided for, that any of the Articles of this Agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the party of the first part or the party of the second part, as the case may be, and the charitable disposition monies so collected shall be decided by the Joint Trade board.

ARTICLE 16 - ARBITRATION

16.1 In case a vote on any question before the Joint Trade Board is deadlocked so that no majority vote can be obtained for or against any question to the Board shall select a single Arbitrator to the dispute. If the Board is unable to agree on an Arbitrator an application will be made to the Minister of Labour of New Brunswick for an order designating an Arbitrator. Such Arbitrator shall decide the dispute and his award shall be binding on the parties to this Agreement.

ARTICLE 17 - HEALTH AND WELFARE

17.1 (A) The Employer and the Union confirm the establishment of the New Brunswick Heat and Frost Health Insurance Trust Fund (the Trust Fund) in accordance with a Trust Agreement (the Trust Agreement) between the Union and the Employer, and their designated Trustees. The purpose of the Trust Fund is to provide health and other insured benefits the Trustees, in their sole discretion, determine (the Insured Benefits) and pension benefits for Union members to the

extent that funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and by the Employer 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 and pension 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 International Association of Heat and Frost Insulators and Asbestos Workers (Affiliated Locals) to participate in one or more of the Insured Benefits and pension benefits.

Employees who are emergency helpers (non-union employees) employed under Article 9.2 of this Collective Agreement are entitled to pension benefits and Insured Benefits except for Long Term Disability Benefits. Emergency helpers are also entitled to participate in the registered retirement savings plans established by the Union referenced in Article 18.

Employees do not have any interest in the Trust Fund or in the monies contributed by them or an Employer other than an Employee's interest in his or her pension benefits and registered retirement savings plan. Employees 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.

(B) It is a condition of employment and compulsory that all Employees pay Twenty-five Cents (\$ 0.25) for each hour worked on a straight time basis from his or her hourly rate to the Trust Fund to be applied first to the purchase of Long Term Disability Benefits for Union members only (non-union members are not entitled to long term disability benefits), then to purchase accidental death and dismemberments benefits, then to purchase Term Life Insurance, and then to the purchase of other Insured Benefits employees. The Employer shall deduct the Twenty-five Cents (\$ 0.25) per hour worked (straight time) from each employees' hourly rate and remit it in accordance with the terms of this Article. For greater certainty the portion of the contribution remitted by emergency helpers (non-union employees) that would have been applied to purchase long term disability will be applied on their behalf to the

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acquisition or extension of other Insured Benefits.

(C)The Employer shall pay Eight Dollars and Sixty-four Cents (\$ 8.64) for each hour worked under this collective agreement on a straight time basis to the Trust Fund. From this Eight Dollars and Sixty-four Cents (\$ 8.64), the Trustees shall:

(i) pay Fourteen Cents (\$ 0.14) to the Saint John Construction Association as a contribution to its Industry Fund;

(ii) apply Five Dollars (\$ 5.00) from each hour worked by an employee (straight time) to the acquisition of pension benefits for that employee ;

(iii) The Employer will contribute Twenty-five Cents (\$ 0.25) per hour worked to the jointly trusteeed Skills and Safety Training Trust Fund for the purpose of supplying all Union members with Skills Training Fund, WHMIS, Safety Orientation, Fall Protection, Confined Space, First Aid/CPR Training as required (Company and site orientation excluded). If the Committee deems the reasoning acceptable, members who take time off work for training on an emergency basis may be reimbursed for time lost from the Skills and Safety Training Trust Fund;

(iv)The Employer will contribute Ten Cents (\$ 0.10) per hour worked to the jointly trusteeed Drug and Alcohol Testing Trust Fund for the purpose of supplying all Union members with pre-site access D & A testing on jobsites requiring such testing testing prior to work referral and;

(vi) apply the remaining amount toward the purchase of Insured Benefits for employees (non-union members are not entitled to long term disability benefits) and the costs of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees). The Employer shall remit the amounts to be paid under this collective agreement in accordance with the terms of this Article.

(D)If directed by the Union, the Trustees shall remit (net of reasonable administrative costs if considered appropriate by the Trustees) all contributions made for or on behalf of 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.

(E)The Employer shall remit all contributions by cheque or other means of payment to the New Brunswick Heat and Frost Health Insurance Trust Fund c/o Belmont Financial Group,605-133 Prince William Street , Saint John, New Brunswick, E2L 2B5.

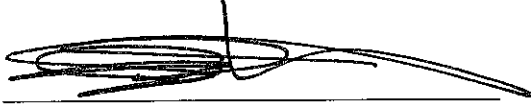
ARTICLE 18 - TERM AND DURATION

18.1 If either of the contracting parties desires to alter or amend the terms of this Agreement at its termination, at least two (2) calendar months notice shall be given previous to its expiration, and every effort shall be made to reach a settlement.

The termination date of this Agreement is July 31, 2024.
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, this 6th day of August, A.D., 2019.

SIGNED, SEALED AND DELIVERED
in the presence of:

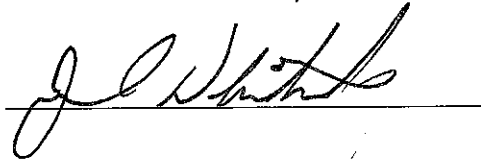
THE SAINT JOHN CONSTRUCTION ASSOCIATION,

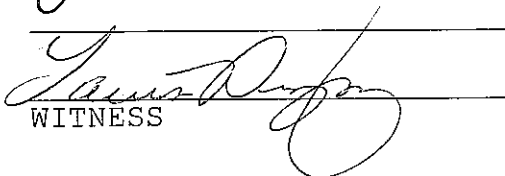




Witness

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ASBESTOS WORKERS, LOCAL # 131





WITNESS

NORTHERN INDUSTRIES LTD.
GUILDFORD'S LTD.
MARITIME INSULATION LTD.
INDUSTCOM INSULATION CONTRACTORS LTD
THERMAL ENERGY CONSERVATION INC.

Letters Attached

- 1) Saint John Construction Association Inc. RE: Article 2.01
- 2) Insulators Union Local #131 RE: Article 2.01
- 3) Insulators Union Local #131 RE: Article 15.01

- (1) LETTER TO UNION FROM SAINT JOHN CONSTRUCTION
DATED AUG. 2, 1988 -- SIGNED BY P.D. DARRAH

THE ASSOCIATION, ON BEHALF OF ITS ACCREDITED EMPLOYERS TO LOCAL #131, AGREES TO NEGOTIATE A SEPARATE PROVINCIAL MAINTENANCE AGREEMENT AND A PROVINCIAL HAZARDOUS WASTE AGREEMENT DURING THE TERM OF THE PRESENT AGREEMENT. IT IS THE INTENT OF BOTH PARTIES TO ENDEAVOUR TO HAVE THIS COMPLETED BY DEC. 31, 1988.

- (2) LETTER TO SAINT JOHN CONSTRUCTION FROM UNION
DATED JULY 28, 1988 -- SIGNED BY LOUIS DUGUAY

THE UNION AGREES TO NEGOTIATE A SEPARATE PROVINCIAL MAINTENANCE AGREEMENT AND A PROVINCIAL HAZARDOUS WASTE AGREEMENT DURING THE TERM OF THE PRESENT AGREEMENT.

- (3) LETTER TO SAINT JOHN CONSTRUCTION FROM UNION
DATED JULY 28, 1988 -- SIGNED BY LOUIS DUGUAY

THE UNION SHALL NOTIFY THE EMPLOYER IF MEMBERSHIP IN THE UNION HAS BEEN DENIED BY THE APPLICANT.

ORIGINAL LETTERS ARE ATTACHED TO ORIGINAL AGREEMENT