

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE ASSOCIATION OF COMMERCIAL AND INDUSTRIAL**  
**CONTRACTORS OF P.E.I. – MASONRY SECTOR**  
**(HEREINAFTER REFERRED TO AS THE A.C.I.C. OF THE FIRST PART)**  
**AND**  
**THE ATLANTIC PROVINCES TROWEL TRADES CONFERENCE**  
**ON BEHALF OF LOCAL 8NB/PE OF THE**  
**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSWORKERS**  
**(HEREINAFTER REFERRED TO AS THE "UNION" OF THE SECOND PART)**  
**April 17, 2022 to February 28, 2025**

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## **ARTICLE 1 – PURPOSE**

- 1.1 The purpose of this Agreement is to maintain harmonious relations and settle conditions of employment between the Association, its Members and the Union; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work; to encourage efficiency in operation and to promote morale, safety and security of all.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The parties agree that this Agreement is binding on the Labour Relations Committee of the A.C.I.C. insofar as its duties and responsibilities outlined herein or arising from its appointment as an accredited employer's organization is concerned. This agreement is further binding on each Member of the aforesaid Committee in accordance with the Union certification order respecting each individual Employer, or by the terms of any voluntary recognition of this Agreement. This Agreement is also binding on Local 8NB/PE and each and every one of their members. For the purpose of this Agreement, the Association is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of the Association. The Union agrees that the Association should represent each and every one of its Members in respect to any dispute, grievance, question, negotiation, thing or matter pertaining to or arising out of this agreement and no direct bargaining, negotiation, or discussion shall take place between the individual Association Member and the Union except as provided by this Agreement. The Union agrees that its members will work only for the Association Member or Members bound by and to the terms and conditions set out by this Agreement.
- 2.2 Subject to Article 2.1 above, the Employer recognizes that the Union jurisdiction is claimed to include: bricklaying; concrete block laying; stone laying; glass block laying; pre-cast erection; pointing; masonry to masonry caulking; cleaning of brick and stone; plastering; ceramic floor tile and ceramic wall tile; application of insulation and/or vapour barrier in a cavity wall; brick pavers, except those pavers laid in sand, and core filling, employed with the Province of Prince Edward Island, including Lennox Island. Core filling shall be performed by a composite crew of Bricklayers and Labourers.

## **ARTICLE 3 – UNION SECURITY**

- 3.1 All employees, as defined in this Agreement, including all Superintendents, Foremen, and Chargehands shall, as a condition of employment, maintain their membership in good standing.
- 3.2 Any employee hired by an Association Member who is not a member in good standing of Local 8NB/PE shall make application for membership and shall pay or make

arrangement to pay all initial fees and assessments owed to the Union before commencing actual employment.

- 3.3 Association Members shall seek qualified and competent Craftworkers through the Union office prior to hiring Craftworkers who are not members of the Union and shall only refuse employment of such Craftworkers for just cause.
- 3.4 In the event the Union cannot supply qualified and competent Craftworkers within forty-eight (48) hours of written request by an Association Member, the Association Member may procure Craftworkers from any available source.
- 3.5 Local 8NB/PE members shall be the first to be hired and the last to be laid off. In the event of a work shortage, lay-offs shall be in the reverse order of hiring except in the case of the Job Steward, who shall be the second last to be laid-off, providing he can adequately perform the work. Off Island Contractors can bring only one (1) foreman and one (1) lead hand to a local job.
- 3.6 For their own protections, every employee, before commencement of work, shall contact the Union office at 506-635-1505 and leave a message stating who he is going to work for and the location of the job. Health & Welfare and Pension Trustees shall not be responsible for coverage of an employee who does not comply with this Article and the employees shall forfeit his right to benefits.
- 3.7 The Association Member shall deduct from every employee dues, initiation fees, and assessments or fines levied by the Union on its members. Such deductions shall be made from the first pay period of the month or the member's first pay, whichever is applicable. Initiation fees, dues in arrears, fines and assessments shall be deducted at the rate of \$25.00 per day until they are paid in full. The Union shall notify the Employer of the amounts owed.
- 3.8 Monthly Union dues along with deductions for fines, initiation fees, arrears in dues and assessments shall be remitted to the Treasurer of the Union not later than the 15<sup>th</sup> day of the following month for which such dues and deductions were levied. The cheque shall be accompanied by a list of names of employees from whom the deductions were made and the corresponding amounts. If the Employer fails to remit by the 15<sup>th</sup> day of the following month, the Employer shall include a penalty assessment of 20% of the total amount owed to the Union.

#### **ARTICLE 4 – UNION REPRESENTATIVE AND JOB STEWARD**

- 4.1 The Union, after consultation with the Employer, shall appoint a Job Steward from its' members on the job site. The Steward shall act as the Union's Representative in all matters pertaining to the job site but at no time shall the Steward take any action that conflicts with Union policy or directives. The Business Manager, Business Agent or International Representative of the Union shall have access to all job sites. Such representative may discuss with the Job Steward any matters that are in dispute or

other matters that pertain to that particular job site. The Steward shall have the permission of the Association Member to endeavor to settle grievances during his normal working day without loss of pay or benefits. The Steward shall be given first opportunity to work all overtime, provided he can adequately perform the work. The Steward shall have a preference of employment up to the second to last Journeyman, excluding Foremen and Apprentices, provided that he can adequately perform the work. The Steward shall not suffer any discrimination, punitive or disciplinary measures for representing the employees or the Union or carrying out his duties under this Collective Agreement. The Union shall notify the Association Member of the appointment of the Job Steward within seven (7) days of doing so.

- 4.2 All disciplinary actions, coaching and corrective procedures, and/or contraventions being brought forth against an employee, shall be done in the presence of a shop steward or Union representative.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.1 The Union recognizes that it is the right of the Association Member to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement.

## **ARTICLE 6 – APPRENTICES**

- 6.1 It is agreed that all trades and crafts of the Union involved in the completion of the construction project require systematic training followed by or in conjunction with practical experience.
- 6.2 All apprentices shall be employed in accordance with the *Apprenticeship and Trades Qualification Act* and the parties hereto agree to observe all provisions of that Act. The Association Member agrees only to hire apprentices who have or are attending the A.P.T.T. Training Institute Inc., or have shown an indication of attending the same and the provisions of Article 3 shall apply to them.
- 6.3 The Association Member, for the first journeyman employed, shall employ only one (1) apprentice and for each additional three (3) journeymen employed, the Association Member shall employ and additional apprentice and shall not otherwise employ the apprentice unless the ratio of journeymen employed to apprentices is three to one, provided however that the foregoing does not apply to on-the-job training programs sponsored by Canada Manpower or other similar government departments.
- 6.4 Certificates of qualification of competency obtained through examination and trades tests will receive special consideration by the Association Member with respect to individual assignments, transfers and promotions. Both parties agree that on-the-job

training of duly indentured apprentices is a necessary part of any systematic training program.

- 6.5 The rate of wages for persons employed in the trade union under an apprenticeship agreement in accordance with the *Apprenticeship and Trades Qualification Act* shall be based on the journeymen's rate as follows:

First six months – 60%

Completion of six months to twelve months – 60%

Completion of twelve months to sixteen months – 70%

Completion of sixteen months to twenty months – 75%

Completion of twenty months to twenty-four months – 80%

Completion of twenty-four months to twenty-eight months – 85%

Completion of twenty-eight months to thirty-two months – 90%

Completion of thirty-two months to thirty-six months – 95%

- 6.6 Where an apprentice is indentured to a local apprenticeship committee, the Association Member and the Union agree to abide by the *Apprenticeship and Trades Qualification Act* and that the apprentice shall not be subject to discipline by either party without authority of the Apprenticeship Committee.

## **ARTICLE 7 – HOURS OF WORK**

- 7.1 The regular hours of work shall be from 8:00 am to 4:30 pm, Monday to Friday inclusive with one-half (1/2) hour off for lunch between 12:00 noon and 12:30 pm. All other hours of work including holidays shall be performed at the applicable overtime rate unless mutually agreed to by both parties. Mutual agreement will be defined as the approval of the Employer and the majority of the Employees on that job.
- 7.2 When work is available and an employee has not obtained forty (40) hours due to inclement weather, the employee may, on a voluntary basis, work make-up time from Monday to Friday of that same week to a maximum of two (2) hours per day at the straight time rate of pay.
- 7.3 Both parties agree that during the months of October and November of each year, that up to four (4) hours of work may be performed on Saturdays at straight time rates of pay.
- 7.4 Each employee shall be entitled to two (2) ten (10) minute rest periods each day, one (1) in the forenoon and one (1) in the afternoon. Wherever possible, one (1) employee shall be designated to deliver refreshments to the union members at their place of work. Such employee shall not suffer any loss of wages or benefits for performing this task.

- 7.5 Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate except Saturdays, Sundays and Holidays which shall be paid at double (2) times the hourly rate.
- 7.6 Any employee who works in excess of two (2) hours over and above the regular workday shall, at the Association Member's expense, be supplied with a hot meal and a regular break period. This shall be repeated for every four (4) hours of such work.
- 7.7 Upon mutual agreement, shift work may be initiated. The first shift of the day shall be the day itself. No member shall work more than one (1) shift in any twenty-four (24) hour period.
- 7.8 A shift premium of 15% based on the regular hourly rate of pay shall be paid for all hours worked during the 2<sup>nd</sup> and 3<sup>rd</sup> shifts of the day respectively.
- 7.9 When a man is hired by a qualified representative of the Association and reports to the job site at the time specified and is refused work, he will be paid two (2) hours reporting time. If the man reports to the job site, and due to circumstances beyond the control of the contractor, and without the prior knowledge of the contractor, no work is available, this Article does not apply.
- 7.10 Any member who resigns from BAC Local 8NB/PE to work for a non-union contractor, shall after rejoining or reinstating into the Local shall receive 90% of the hourly rate for a period of eight (8) weeks, with the remaining 10% paid to BAC Local 8NB/PE. They shall only be allowed to go to work for an associated member after all other members of the local are working.
- 7.11 The Employer shall give each employee four (4) hours advance notice of lay-off. In the event the Employer fails to give such notice, the employee shall receive an additional two (2) hours pay at his regular rate.
- 7.12 There will be no work on Christmas Eve.

## **ARTICLE 8 – HOLIDAYS**

- 8.1 The following shall be considered as Statutory Holidays for the purpose of this agreement. Any day not listed but is proclaimed by the Provincial or Federal Government to be such, shall receive the same application.
- |                |                              |                 |
|----------------|------------------------------|-----------------|
| New Year's Day | Canada Day                   | Remembrance Day |
| Islander Day   | Labour Day                   | Christmas Day   |
| Good Friday    | Truth and Reconciliation Day | Boxing Day      |
| Victoria Day   | Thanksgiving Day             |                 |
- 8.2 Any holiday that falls on a weekend day, Monday shall be the day off.

**Calendar Year 2022**

Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Truth and Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**Day Falls On**

Friday, April 15  
Monday, May 23  
Friday, July 1  
Monday, Sept 5  
Friday, Sept 30  
Monday, Oct 10  
Friday, Nov 11  
Sunday, Dec 25  
Monday, Dec 26

**Day Off**

Friday, April 15  
Monday, May 23  
Friday, July 1  
Monday, Sept 5  
Friday, Sept 30  
Monday, Oct 10  
Friday, Nov 11  
Monday, Dec 26  
Tuesday, Dec 27

**Calendar Year 2023**

New Year's Day  
Islander Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Truth and Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**Day Falls On**

Sunday, Jan 1  
Monday, Feb 20  
Friday, April 7  
Monday, May 22  
Saturday, July 1  
Monday, Sept 4  
Saturday, Sept 30  
Monday, Oct 9  
Saturday, Nov 11  
Monday, Dec 25  
Tuesday, Dec 26

**Day Off**

Monday, Jan 2  
Monday, Feb 20  
Friday, April 7  
Monday, May 22  
Monday, July 3  
Monday, Sept 4  
Monday, Oct 2  
Monday, Oct 9  
Monday, Nov 13  
Monday, Dec 25  
Tuesday, Dec 28

**Calendar Year 2024**

New Year's Day  
Islander Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Truth and Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**Day Falls On**

Friday, Jan 1  
Monday, Feb 19  
Friday, Mar 29  
Monday, May 20  
Monday, July 1  
Monday, Sept 2  
Monday Sept 30  
Monday, Oct 14  
Monday, Nov 11  
Wednesday, Dec 25  
Thursday, Dec 26

**Day Off**

Friday, Jan 1  
Monday, Feb 19  
Friday, Mar 29  
Monday, May 20  
Monday, July 1  
Monday, Sept 2  
Monday Sept 30  
Monday, Oct 14  
Monday, Nov 11  
Wednesday, Dec 25  
Thursday, Dec 26

**Calendar Year 2025**

New Year's Day  
Islander Day

**Day Falls On**

Wednesday, Jan 1  
Monday, Feb 17

**Day Off**

Wednesday, Jan 1  
Monday, Feb 17



## **ARTICLE 9 – SAFETY**

9.1 Danger to health may exist in the following conditions and may be caused by excessive noise, vibration, heat, cold, chemicals, gasses, dust and general pollution in the work place. The Association and the Union agree to work together to minimize such hazards to the employees. The Employer accepts the fact that in such conditions, the Employer shall supply protective clothing and necessary safety equipment.

At no time shall any employee be required to take any unnecessary chances, which may cause injury or death.

9.2 All accidents, no matter how minor in nature, must be reported to the Employer or the Employer's representative immediately after their occurrence. All employees will be afforded the opportunity to obtain a doctor's examination in order to comply with Workers Compensation Board regulations.

9.3 It is agreed by both parties that accident prevention regulations of the Workers Compensation Act fo PEI and the PEI Occupational Health and Safety Act and Regulations shall apply to all construction sites in Prince Edward Island. Failure to adhere to these regulations shall be grounds for disciplinary action.

9.4 All scaffolding shall be erected in proper and safe manner in compliance with Occupational Health & Safety Act of PEI and shall be inspected by the Employer's representative.

9.5 The Union and Association shall work together to provide safe workplaces. This shall include the Union providing trained members to the work sites of Association Members. Union members shall receive mandatory training and be certified by a qualified and duly recognized instructor in the following subjects:

- a. Basic Construction Workplace Safety
- b. WHMIS
- c. Basic Fall Protection
- d. Personal Protective Equipment

9.6 There shall be no drugs or alcohol on the worksite and no Union member shall work if under the influence of alcohol or drugs. An Association Members' Superintendent shall have the discretion to take such disciplinary action as shall be appropriate under the circumstances against a Union member in the workplace who is under the influence of alcohol or drugs.

All union members will be required to comply with the requirements of the alcohol and drug policies put in place by an Association Member which employs a Union member.

## ARTICLE 10 – WORKING CONDITIONS

- 10.1 On any masonry construction of \$75,000.00 or over, adequate heated quarters shall be provided for the employees to eat their lunch or change their clothes. Such quarters shall not be used for the storage of company tools, supplies or equipment. As well, adequate heated toilet facilities with running water shall be provided on all jobs when possible. The Association Member shall also supply cool sanitary drinking water by tap or by sanitized containers for that purpose only. All facilities shall be kept clean and sanitary at all times. A properly equipped first aid kit is to be kept on all job sites at all times.
- 10.2 All provisions of the *Occupational Health & Safety Act* and Regulations of PEI shall be adhered to by both parties.
- 10.3 Each employee shall be required to own and wear a properly approved safety helmet and boots. All other protective equipment such as safety glasses, protective clothing, etc., shall be supplied by the Association Member.
- 10.4 Each employee shall immediately report any accident or injury to the job foreman. The Steward shall report any unsafe conditions, actions or violations of any safety act or regulation to the foreman for immediate corrective action.
- 10.5 When using concrete block 250 mm or more in width, and 200 mm in height, the Association Member shall assign two (2) men to work jointly.
- 10.6 If a job site is closed down by the authority of a Worker's Compensation Board inspector or some such other authority, the employees on that site shall be assigned to other work. If no other work is available, the employees shall be paid for the remainder of the workday.
- 10.7 When an employee is injured on the job and must leave the job site for medical treatment, the employee shall be paid for the remainder of the day.
- 10.8 All tradesmen at the beginning of their engagement shall have a complete set of hand tools in working condition to perform the work for which he is hired. The minimum tools requirement for tools is outlined in Appendix "A".
- 10.9 When insulation is being installed by the continuous vapour barrier adhesive method or in using fiberglass insulation, the employer shall provide suitable protective clothing for the employee.

- 10.10 All jobs shall be scaffold from the exterior by a mechanical swinging scaffold or by a hand operated swinging scaffold or by a steel scaffold where conditions permit. All scaffolding shall be erected by miscellaneous helpers. All scaffolding shall have a back rail. All scaffolding shall be inspected in compliance with the *Occupational Health & Safety Act* and Regulations of PEI. The above shall not interfere with the construction of wooden staging which is within the jurisdiction of the carpenters. The Employer will provide access to the scaffold by ladder.
- 10.11 Foot plank and stocking plank shall not be at same level unless finishing off the top of the wall.
- 10.12 When using Fracco Scaffolding, the working platform shall be 40 cm below the top of the wall.

#### **ARTICLE 11 – SUB-CONTRACTING**

- 11.1 The terms and provisions of this Agreement shall be binding upon any person or party doing sub-contract work for any Member, Firm or Contractor, party to this Agreement. This Article is subject to Article 2.2 of this Agreement.

#### **ARTICLE 12 – DISPUTES AND RELATED MATTERS**

- 12.1 It is mutually agreed by both parties that there shall be no strikes, picketing, slow down or stoppage of work, either complete or partial, during the term of this Agreement.
- 12.2 In the event that any jurisdictional dispute arises during the term of this Agreement, an immediate assignment of the work in question shall be made by the Company Representative which shall be based on local area practice, decisions and agreements of record, or other pertinent information. Should the Union disagree with the assignment of work by the Company, it may refer the matter to the Labour Relations Board.
- 12.3 No Union member shall be required to cross any legal picket line or continue to work on any site when a legal picket line is established. No member shall be liable for such action. The picket line is presumed legal until determined otherwise by a court of competent jurisdiction.

## ARTICLE 13 – GRIEVANCE AND ARBITRATION

- 13.1 Any grievance arising out of the interpretation or the administration of this Agreement shall be settled in accordance with this Article.
- 13.2 The grievance shall be presented verbally to the foreman, except in the case of dismissal, who shall render a decision no later than twenty-four (24) hours after presentation of the grievance.
- 13.3 Failing satisfactory settlement of the grievance under Article 13.2, the grievance shall then be referred in writing to the Superintendent of the Company or his designate, who shall render his decision no later than twenty-four (24) hours after the presentation of the grievance.
- 13.4 Failing satisfactory settlement of the grievance under Article 13.3, the grievance may then be referred to arbitration as outlined in the *Labour Act of PEI*, Section 37 for final settlement.
- 13.5 In the case of dismissal, the grievance may be immediately referred to arbitration as outlined in Article 13.4
- 13.6 The Union or the Association Member shall have the right to initiate a grievance as per Article 13.3.
- 13.7 Delinquent payment of wages or fringe benefits shall be construed as an ongoing violation of this Agreement.

## ARTICLE 14 – WAGES AND ADDITIONAL BENEFITS

- 14.1 The rate of wages during the regular working hours shall be:
- |                                    |                                  |
|------------------------------------|----------------------------------|
| April 17, 2022 – February 28, 2023 | \$34.27 + \$2.74(8% VP) per hour |
| March 1, 2023 – February 29, 2024  | \$35.29 + \$2.82(8% VP) per hour |
| March 1, 2024 – February 28, 2025  | \$36.29 + \$3.27(9% VP) per hour |
- 14.2 Wages and Vacation Pay shall be paid every Thursday. Vacation pay shall be paid at the rate of 8% of gross earnings and at the rate of 9% of gross earnings beginning March 1st, 2024.
- 14.3 An employee who is required to work on a project which is over forty (40) kilometers, from his/her permanent residence shall be paid a room and board allowance of One hundred ten (\$110.00) dollars per day. If the employee chooses to travel, he/she shall be paid a travel allowance of Fifty-Two (\$0.52) cents per kilometer for all kilometers over forty (40) kilometers each way.

If the Association Member supplies transportation, the room and board or travel allowance shall not apply. Such benefits shall be paid on a regular pay day.

- 14.4 All foremen shall receive a premium to reflect their responsibilities. The premium shall be negotiated by the employer and the foreman and shall be equivalent to no less than Two dollars and Fifty cents(\$2.50) per hour.
- 14.5 A premium of fifty cents (\$0.50) per hour over and above the regular rate of pay shall be paid to every employee who works on a free standing industrial chimney or stack which is fifty (50) feet or greater but less than one hundred (100) feet.

For work over one hundred (100) feet, a rate of premium shall be two (\$2.00) dollars. A premium of fifty (\$0.50) cents shall also be paid to any employee who works in a free fall area which exceeds fifteen (15) meters.

**ARTICLE 15 – HEALTH AND WELFARE TRUST FUND, BAC INTERNATIONAL PENSION FUND, MASONRY PROMOTION AND TRAINING FUND AND ATLANTIC PROVINCES TROWEL TRADES TRAINING INSTITUTE FUND**

- 15.1 Every Employer shall remit on behalf of every employee, two dollars and forty-five cents (\$2.45) per man hour worked to the BAC International Health Fund. Such remittances shall be made on or before the fifteenth (15<sup>th</sup>) day of the month for the previous month. If the Employer fails to remit by the 15<sup>th</sup> day of the following month, the Employer shall include a penalty assessment of 20% of the total amount owed.
- 15.2 Every Employer shall remit on behalf of every employee, four dollars and fifty cents (\$4.50) per man hour worked to the BAC International Pension Fund. Such remittances shall be made on or before the fifteenth (15<sup>th</sup>) day of the following month for which the remittances are levied. If the Employer fails to remit by the 15<sup>th</sup> of the following month, the Employer shall include a penalty assessment of 20% of the total amount owed. Amounts remitted by the employer on account of employees after the end of the calendar year in which the employees attain 71 years of age, or who are in receipt of a pension from the Pension Fund shall be distributed to such employees, less applicable tax and statutory deductions.
- 15.3 Every Employer shall remit on behalf of every employee, forty-one cents (\$0.41) per man hour worked to the Atlantic Provinces Masonry Promotion and Training Fund. Such remittances shall be made on or before the fifteenth (15<sup>th</sup>) day of the following month for which the remittances are levied. If the Employer fails to remit by the 15<sup>th</sup> day of the following month, the Employer shall include a penalty assessment of 20% of the total amount owed.

The \$0.41 cents shall be allocated as follows:

International Masonry Institute	\$0.21
Atlantic Provinces Policing Fund	\$0.08
Promotion Administration	\$0.05
BAC Action Committee	\$0.01
A.C.I.C.	<u>\$0.06</u>
Total	\$0.41

- 15.4 Every Employer shall remit on behalf of every employee, ten cents (\$0.10) per man hour worked to the A.P.T.T. Training Institute Inc. Such remittances shall be made on or before the fifteenth (15<sup>th</sup>) day of the following month for which the remittances are levied. If the Employer fails to remit by the 15<sup>th</sup> of the following month, the Employer shall include a penalty assessment of 20% of the total amount owed.
- 15.5 Each of the above are separate funds and such, the Employer shall make each remittance by separate cheque. All remittances shall be mailed to International Union of Bricklayers and Allied Craftworkers, 1216 Sand Cove Road, Box 32, Saint John, NB, E2M 5V8.

#### **ARTICLE 16 – BEREAVEMENT LEAVE/BEREAVEMENT TRUST FUND**

- 16.1 The parties to this agreement agree to establish a Bereavement Trust Fund. This Bereavement Trust Fund will be administered by the members of BAC Local 8NB/PE. There will be at least three (3) members of BAC Local 8NB/PE as Trustees of this fund. The Association Members will be provided with an annual financial statement.
- 16.2 A Local 8NB/PE Union member at the time of a death of the Union member's parent, spouse, child, brother, sister, mother or father-in-law and grandparent shall receive three (3) working days of absence without loss of pay of benefits. Flowers shall also be sent and paid for by the Bereavement Trust Fund at the request of a union member.
- 16.3 During the life of this Collective Agreement the Employer agrees to contribute five cents (\$0.05) per man hour worked to the trust fund and the employee agrees to have the Employer deduct five cents (\$0.05) per man hour worked from his wages. This being a total contribution of ten cents (\$0.10) for each man hour worked. All remittances will be forwarded to the BAC 8NB/PE Bereavement Trust Fund, 1216 Sand Cove Road, Box 32, Saint John, NB, E2M 5V8.

#### **ARTICLE 17 – ENABLING PROVISIONS**

- 17.1 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in the jurisdictional area of this Agreement, the terms and conditions in this Agreement may be changed or amended by the A.C.I.C. – Masonry Sector and

Local 8NB/PE of the International Union of Bricklayers and Allied Craftworkers subject to the conditions that such change or amendment shall not be effective unless and until it has the written agreement of both parties.

#### **ARTICLE 18 – TERM OF AGREEMENT**

- 18.1 This agreement shall be binding and remain in effect April 17, 2022 to February 28, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by in any thereafter that it desires its termination or amendment. Subject to the attached Memorandum of Agreement.
- 18.2 Any change deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this agreement.
- 18.3 Either party desiring to propose changes to this Agreement shall, at least 90 days prior to the termination date, give notice in writing to the other party of such. Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force until a new Agreement is signed, or the right to strike/lockout occurs, whichever occurs first.

#### **ARTICLE 19 – JOINT CONFERENCE BOARD**

- 19.1 A Board consisting of three (3) members from the Association and three (3) members from the Union shall be set up within one (1) month of the signing of this Agreement and shall meet as deemed necessary. The purpose of this meeting is to provide an exchange of ideas and opinions so that the purpose of this Agreement may be more easily achieved.
- 19.2 When in the opinion of the parties of this Agreement, certain work might be secured that will not permit the fulfillment of all the articles of this Agreement and is found expedient that with some modifications of these conditions, such work could be secured, the Joint Conference Board may take such arrangements to govern such work and notify the parties of this Agreement and such shall not be considered a violation of this Agreement.
- 19.3 The parties shall notify each other of their appointments to the Joint Conference Board and such persons shall serve until notification of their appointment is terminated. A Chairperson shall be chosen from one of the appointees and the Secretary shall be chosen from the opposite party.

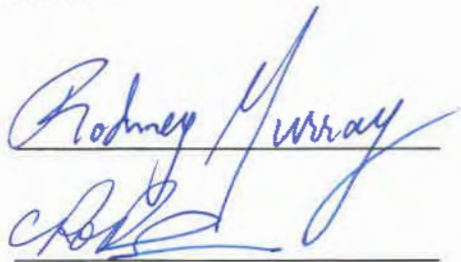
**ARTICLE 20 – SIGNATORIES**

In witness thereof the parties hereto have hereunto set their hands this

On behalf of:

Association of Commercial and  
Industrial Contractors of  
Prince Edward Island Masonry  
Sector

International Union of Prince Edward Island,  
Bricklayers Allied Labour Craftworkers  
Local 8NB/PE

  
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## **APPENDIX "A"**

### **TOOLS**

Employees will have with them on reporting to the job site, the following tools:

One Trowel

One Pointing Trowel

One Brush

Spirit Level – 4'

Measuring Tape

Hammer

Tuck Jointer

Chisels

Bolser

Line and Line Blocks

Small Pair Bolt Cutters

- Jointers will be provided by the Employer.

## **APPENDIX "B"**

### **ASSOCIATION MEMBERS**

- MCM Bricklayers
- Williams, Murphy & MacLeod (1971) Ltd.
- G & M Masonry Contractors 1981 Ltd.
- Wildwood Masonry Ltd.
- RJR Stone Masons
- Reddick Brothers Masonry

## APPENDIX "C"

### SUMMARY OF EMPLOYER WAGE & BENEFIT CONTRIBUTIONS FOR JOURNEYMEN PER HOUR WORKED

	<u>April 17/22</u>	<u>March 1/23</u>	<u>March 1/24</u>
Rate per hour	\$34.27	\$35.29	\$36.29
Vacation Pay (8%)	2.74	2.82	3.27(9%)
Health & Welfare	2.45	2.45	2.45
Pension	4.50	4.50	4.50
A.P. Masonry & Promotion Fund	0.41	0.41	0.41
A.P.T.T. Training Institute Inc.	0.10	0.10	0.10
Bereavement Leave Trust Fund	0.05	0.05	0.05
Employer	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>
Total Wage & Benefit Package	\$44.67	\$45.77	\$47.22

Vacation Pay and Holiday Pay includes the Statutory Holidays in Article 8.1 as per the Employment Standards Act plus Vacation Pay as per Article 14.2.

Note: The Employer agrees to deduct the following from the employees' pay and remit to the Bereavement Trust Fund.

April 17, 2022 – February 28, 2025      \$0.05 per hour worked

The Employer agrees to deduct the following from the employee's pay and remit to the Atlantic Masonry Institute from April 17, 2022 to February 28, 2025 - \$0.15 per hour worked.

## APPENDIX "D"

### MAJOR INDUSTRIAL PROJECTS AGREEMENT

Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction of the major expansion or renovation has a total construction value (man hours, materials and equipment) in excess of Fifty Million Dollars (\$50,000,000.00).

1. Heavy water plants
2. Oil and gas refineries
3. Pulp mills
4. Petro-chemical plants
5. Automobile manufacturing plants
6. Rubber plants (such as Michelin)
7. Steel mills
8. Metal producing facilities
9. Power generating projects
10. Ore reduction plants and smelters
11. Deep water ports or unloading docks, bridges, water and sewer treatment plants,  
Provided all are within the definition of the Accreditation Order.

#### WAGES MAJOR INDUSTRIAL PROJECTS

Total Package	<u>April 17/22</u>	<u>March 1/23</u>	<u>March 1/24</u>
	\$46.57	\$47.67	\$49.12

#### TRAVEL CLAUSE

A.C.I.C. agrees to meet with the Union to negotiate Travel/Board clauses for a Major Project Agreement. Such negotiations shall commence within one (1) week of the official public announcement.

## APPENDIX 'E'

### RECRUITMENT, INDENTURE & APPRENTICESHIP INITIATIVE – P.E.I. MASONRY SECTOR

#### 1.) Mission Statement

ACIC and the Union acknowledge that the masonry sector on P.E.I. requires more Bricklayers. Both parties agree the recruitment and training of future Bricklayers is a shared responsibility and will require mutual collaboration and action. It is imperative to the sector to grow and maintain a sustainable and skilled workforce.

In order to address the need for Bricklayers, ACIC and the Union agree that a constant and diligent initiative to recruit, indenture and train new Bricklayers is required.

#### 2.) Action Plan

The following action items will serve as the basis of the initiative to address the labour requirements in PEI's masonry sector:

2.1) ACIC and the Union will form a committee (the 'Committee') consisting of one (1) representative from *each party*. The committee will collaborate and create a comprehensive plan to address the recruitment and training of future Bricklayers;

2.2) The Committee will engage all relevant governmental agencies to access available programs and funding to assist in the recruitment, indenture and training of future Bricklayers;

2.3) The Committee will work in collaboration with the Atlantic Masonry Institute to lobby local government, school boards, high schools and trade schools for the inclusion of a basic masonry curriculum in their current construction/carpentry programs;

2.4) The Committee, in collaboration with the Atlantic Masonry Institute, will develop a masonry curriculum and provide technical instruction the high school/trade school program Instructors, so they may deliver to their students the basic masonry curriculum. The Committee also agrees to provide supplemental training materials and instruction as requested by the respective program instructors.

2.5) The Committee will develop a promotional campaign to inform the general public of job opportunities in the masonry sector.

#### 3.) Memorandum of Understanding

3.1) Work of the Committee will begin in earnest;

3.2) A yearly report will be prepared by the Committee and submitted to ACIC and the Union before December 31st of each year of the current agreement. The annual report will provide initiative updates in the areas of recruitment, training and promotion. A financial statement, if required, will be part of the annual report.

3.3) Financial activity of the Committee will be separate from the financial activities of ACIC and the Union respectively;

3.4) It is agreed that funding obtained from relevant governmental agencies is to be used first to pay costs associated with recruitment and training. Remaining costs not covered by third party funding will be divided evenly between respective ACIC members (i.e. the individual contractors) and the Union;

3.5) Safety training is not included in this initiative and is to remain the responsibility of the Union as per article 9 of the agreement;

3.6) Training costs associated with out-of-province training will include tuition, per diems, travel and accommodations and will be subject to the provision outlined in item 3.4 of this document;

3.7) Apprentices will not be paid during the training period;

3.8) ACIC members to facilitate the apprentices' request for time off during training periods. Lay-offs will be granted to apprentices who attend apprenticeship training with the understanding that the apprentice will return to work immediately after the completion of the training period, if work is available.

3.9) ACIC members and/or the Union to submit names of eligible apprentices to the Committee each year. The Committee will endeavor to accommodate all requests for apprenticeship training. ACIC and the Union will encourage all eligible apprentices to attend training with the goal of achieving Journeyman status.

## **MEMORANDUM OF AGREEMENT**

The Employer and the Union recognize the need to introduce more people to the Bricklaying trade. It is, therefore, agreed by both parties to create, on an experimental basis, a new category of worker which will be called Bricklayer's helper. This worker will work under the direction and supervision of the Employer and will perform the tasks of the bricklaying trade assigned to him by the Employer. This person shall work with other members of the Bricklayer's Union in performing the task of the bricklaying trade. This worker shall not perform the work of another union's jurisdiction.

It is further agreed by both parties that where a Bricklayer's helper is employed with the Company and the ratio of apprentices to journeymen, as per the Collective Agreement is maintained, an Employer may employ one (1) Bricklayer's helper per Employer not exceeding a period of four (4) months.

The Bricklayer's helper will be required to make application to join the Union prior to his commencement of employment and shall pay fifty percent (50%) of the initiation fee (\$75.00) on application. The balance of the initiation fee will be paid when he becomes and indentured apprentice.

The Bricklayer's helper shall pay union dues at the rate of Ten dollars (\$10.00) per month.

Health and Welfare deductions will be made on behalf of the Bricklayer's helper as per the Collective Agreement. Vacation pay will be paid to the Bricklayer's helper as per the Collective Agreement. This agreement will be in effect until February 28, 2025 and will be reviewed by both parties at this time. After this review, if both parties agree, the agreement will be continued to a further stated time. The purpose of this agreement is to allow the Bricklayer's helper an opportunity to determine if in fact he wishes to continue on in bricklaying trade and to enter into the apprenticeship program.

It is agreed by both parties that this Memorandum of Agreement forms part of and is part of the Collective Agreement between the Association of Commercial and Industrial Contractors of PEI – Masonry Sector and Local 8NB/PE of the International Union of Bricklayers and Allied Craftworkers.