

COLLECTIVE AGREEMENT BETWEEN
CONSTRUCTION LABOURERS AND GENERAL
WORKERS, LOCAL NO. 900
101 Longworth Avenue, Charlottetown, PE
(902) 892-4812

AND

ASSOCIATION OF COMMERCIAL AND
INDUSTRIAL CONTRACTORS OF
PRINCE EDWARD ISLAND
38 MacLeod Crescent, Charlottetown, PE
(902) 566-3456

May 29, 2022 – March 1, 2025

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COLLECTIVE AGREEMENT

This Agreement made this 29th day of May, 2022.

The Construction Labourers and General Workers, Local Union 900, hereinafter referred to as the Union.

AND:

The Association of Commercial and Industrial Contractors of Prince Edward Island on behalf of each of its unionized employers as outlined under Appendix, hereof or future unionized employers; herein after referred to as the Association.

PURPOSE

The purpose of this Agreement is to maintain harmonious relations and settle conditions of employment between the Association 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 the morale and safety of all.

Words importing male persons include female persons.

INTERPRETATION

BUSINESS AGENT means the official duly appointed by Local Union 900 whose duties are to represent the Union in matters relating to this Agreement

EMPLOYEE means a person working as a Labourer **and who is a member of Local Union 900.**

ASSOCIATION means the Association of Commercial and Industrial Contractors of Prince Edward Island who represents a group of employers in the construction industry.

EMPLOYER means an Employer signatory to, and bound by this Agreement.

JOB means a construction project awarded to a contractor bound by this Agreement.

STEWARD means an employee duly appointed under Article 4 of the Agreement and authorized by it to represent all the employees working on a job who fall within this scope of this Agreement and to speak for them on matters pertaining to this Agreement.

SUPERINTENDENT means the duly official of the Employer who has on-the-job authority for the progress of the work.

UNION means Local Union 900, the Labourers International Union of North America.

ARTICLE 1 - RECOGNITION

- 1.01 Articles of this Agreement made and entered into between the Association of Commercial and Industrial Contractors of Prince Edward Island, and each of its unionized employers as outlined under Appendix A, hereinafter referred to as the Association, and the Construction and General Labourers and General Workers in Construction, Industrial and Commercial, Local Union No. 900, hereinafter called the Union.
- 1.02 The parties agree that this Agreement is binding upon the Association of Commercial and Industrial Contractors of Prince Edward Island, and Local 900, 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 its unionized employers in respect of any dispute, grievance, question, negotiation, matters or things pertaining to or arising out of the Agreement, and that no direct bargaining, negotiation or discussion shall take place between the individual Unionized Employers and the Union, except at the discretion of the Association or as provided in this Agreement.
- 1.03 The Association recognizes the Union as the exclusive bargaining agent for all Employees bound by and to the terms and conditions as set out in this Agreement.

ARTICLE 2 - JURISDICTIONAL AREA OF AGREEMENT

- 2.01 The jurisdictional area of this Agreement is the Province of Prince Edward Island.

ARTICLE 3 - UNION SECURITY AND HIRING PROCEDURES

- 3.01 Employers, subject to this Agreement (hereinafter referred to as Employers or Employer) agree to hire and continue to employ only members of the Union in good standing. The Employer shall be permitted to name hire one regular employee (hereinafter referred to as regular employee), being a person named on a list created by agreement of the Union and the Employer.

- 3.02 When requesting employees, the Employer shall advise the Union of the skills required. The Union shall select members with the qualifications to perform the required work.
- 3.03 If the Employer needs employees for 8:00 a.m., they must place their order before 12:00 noon the previous day. If the Employer needs employees for 12:30 p.m., they must place their order before 4:00 p.m. the previous day.
- 3.04 In the event the Union cannot supply sufficient employees within twenty-four (24) hours, the Employers are authorized to obtain such additional employees as may be required from other sources. As a condition of employment, all employees so hired shall become members of Local 900 within seven (7) calendar days, and shall maintain their membership in good standing with their Union while employed by the Employer.
- 3.05 The Company agrees to deduct, without a signed authorization form from Local Union 900's office, initiation fees, arrears and assessments from the wages of the employee, as indicated on the arrears authorization form, and send the monies to the Union office no later than the second week of the following month, with a list of names and amounts paid by each employee. Employers are to deduct from the first pay of each month monthly dues from each employee covered by this Agreement; on signing, the monthly dues are Forty-two (\$42.00) dollars. The Employer shall implement monthly dues increases upon receipt of notification from the Union.
- 3.06 Timely payment of wages and contributions to the Trust Funds provided for in this agreement is essential for the protection of the beneficiaries. Delinquency or continued failure to pay wages and/or remit contributions to the Trust Fund shall be dealt with as follows:
- 3.07 If payments are not remitted by the end of the month that are due, then the Employer shall pay a penalty fee of ten (10) percent of total contributions that are delinquent. If the contributions are not remitted by the twenty-first (21st) of the following month, the Employer must pay an additional ten (10) percent penalty fee for a total of twenty (20) percent.
- 3.08 The General Contractor shall notify Union 900 office of the location and start time of all construction projects subject with a value of \$50,000.00 or more before starting projects subject to this collective agreement.
- 3.09 All new employees must enter the Labourer Profession by completion of the apprenticeship program (Ref. Appendix D - Apprenticeship Program).
- 3.10 All existing union members are required to participate in the Construction Craft Labourer Program.

ARTICLE 4 - BUSINESS MANAGER AND STEWARDS

- 4.01 The Union shall advise the Association member, in writing, the name of its current Business Manager and/or Field Representative(s). The Business Manager and/or Field Representatives of the Union shall have access to all company construction sites for the purpose of servicing this Agreement, after first reporting to the superintendent or foreman, but in no case shall their visit interfere with the progress of the work. Whenever security regulations prevent access to any job or project, the Employer shall assist the Union Representative in obtaining the necessary pass or permission to gain access to the job or project. The Employer shall give the Business Manager and/or Field Representative(s) of the Union an up-to-date list of the Labourers and all jobs, once a month, if requested by the Business Manager and/or Field Representative(s).
- 4.02 When requested by the Union, the Employers representative shall advise a representative of the Union of all sub-contractors who will be working on any project, at least five (5) working days prior to the said sub-contractor commencing work on any project covered by this agreement.
- 4.03 When the Business Manager and/or Field Representative(s) of the Union is unreasonably denied access to a job site, controlled by a Unionized Contractor, the Employer shall be assessed a penalty payable to the Local Union an amount of not less than five hundred (\$500.00) dollars per day.
- 4.04 Each contractor on a job site shall have a Steward appointed by a representative of the Union. The Union shall inform the unionized contractor of the name of the official Steward, and when required, the Steward shall represent the sub-contractor after written notice is given to the General Contractor from the Union office, with the effective date.
- 4.05 The Union Steward shall be allowed to present grievances and complaints during working hours.
- 4.06 The Union Steward shall be one of the last two laid off, provided they can do the work required.
- 4.07 The Union Steward shall have the right to work all overtime, provided they are qualified to do the work required.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees that it is the exclusive function of the unionized Employers to exercise all usual rights and functions of management, subject to any modifications and restrictions contained in this agreement.
- 5.02 The unionized Employer shall have the right to sub-contract work. When sub-contracting Labourers work, the unionized Employer shall make this contract part of their contract with the sub-contractor, provided the Union can supply capable and competent employees.
- 5.03 If a Labour lead hand, or pusher is appointed by the Company to supervise Labourers, he shall be a member of Local 900, and shall receive one dollar (\$1.00) above base rate worked.

ARTICLE 6 - HOURS OF WORK, OVERTIME AND PAYMENT OF WAGES

Hours of Work

- 6.01 The provisions of this clause are intended to define regular hours of work and shall not be construed as a guarantee of hours of work per day, or of days of work per week.
- 6.02 The normal hours of work shall consist of eight (8) hours per normal workday, Monday through Friday and the regular workweek shall consist of not more than forty (40) hours.
- 6.03 A regular shift for masons - helpers shall consist of eight and one-half (8 1/2) hours per day, Monday to Friday, inclusive, at straight time. Hours worked in excess of eight and one-half (8) per day, and hours in excess of forty two and one-half (42 1/2) per week shall be classified as overtime.
- 6.04 A regular shift for Labourers engaged in sewer, watermains, highways, sidewalks, curb and gutter work, shall consist of ten (10) hours per day, at straight time. Hours in excess of ten (10) per day, and fifty (50) per week shall be classified as overtime.
- 6.05 If applicable, hours of work per week may be worked on a flexible basis. When mutually agreed, four (4) ten (10) hour days may be worked Monday through Thursday inclusive. If such flexible hours are agreed upon, then other clauses of Article 6 shall adjust accordingly.
- 6.06 All employees shall be entitled to two (2) ten (10) minute paid break periods as close to mid-morning and mid-afternoon of the shift as possible.
- 6.07 Notification for inclement weather shall be the responsibility of the employee as long as the Employer gives a contact number. An employee who reports as usual for work and is unable to commence work because of climatic conditions or reasons beyond the control of the

Employer, shall receive a minimum of two (2) hours pay for so reporting. The employee must remain on the job site for the period if requested by the Employer. If the employee is required to remain on the job site for more than two (2) hours and less than four (4) hours without being placed in employment, he shall receive a minimum of four (4) hours pay. If the employee is required to remain on the job site for more than four (4) hours, he shall receive a minimum of eight (8) hours pay. Moreover, the Employer will be required to pay all contributions to the fringe benefit plan, including the applicable travel allowance.

- 6.08 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 up to a maximum of two (2) hours per day at the straight time rate of pay. Overtime of two (2) hours will be worked at the straight time rate from Monday to Thursday inclusive, as necessitated by a concrete pour and only if concrete is on site two hours before the work shift ends.
- 6.09 An employee who starts to work and is then sent home because of lack of work due to a situation under the control of the Employer, shall receive eight (8) hours pay for so reporting. An employee who receives pay under this Article will not under the same situation be eligible for pay under Article 6.07. Fringe benefits and travel allowance shall also be paid.
- 6.10 For renovation work that cannot be performed during regular working days and/or hours as defined in Article 6.02, a renovation work week will be established and shall consist of no more than forty two (42) hours of work to be performed during a regular shift period. A regular shift period for renovation work shall consist of no more than eight and one half (8 1/2) hours of work to be performed at any given time of the week including Saturday and Sunday. Work performed during the renovation shift shall be paid at the regular wage rate.

Overtime

- 6.11 When employees are working alternate shift hours and time is missed due to weather conditions, these employees may be required to work a full day (8 hours) on Friday as make-up time, at Foreman's discretion.
- 6.12 Subject to Article 6.05 and 6.10, all hours worked in excess of eight (8) hours per day and of forty (40) hours per week shall be considered overtime paid at the rate of one and one half (1 1/2) times the regular rate.
- 6.13 All overtime shall be on a voluntary basis.
- 6.14 The first four (4) hours of overtime on Saturday shall be paid at the rate of time and one half (1 1/2) and after that, at the rate of double time (X2).
- 6.15 All hours worked on Sunday and recognized Holidays shall be paid at double time (X2), except as per Clause 6.10.

- 6.16 In the event overtime is to be worked which will be approximately two (2) hours duration or more, then a work break of ten (10) minutes shall be provided before the start of such overtime with no loss of pay to the employee for such breaks.
- 6.17 It shall be the responsibility and duty of the Employer to see that all members of Local 900 receive an equal share of overtime. In the event overtime is to be worked which will be in excess of two (2) hours duration a lunch period of one-half (1/2) hour shall be provided on the Employers time and where applicable, food shall be made available, if not, a meal allowance of sixteen dollars (\$16.00) shall be included in the next pay period.

Payment of Wages and Allowances

- 6.17 Accompanying each payment of wages shall be a separate statement, in a sealed envelope identifying both the Employer and the employee, showing regular hours worked, overtime hours worked, total earnings, rate of pay, pay period and the amount of each deduction and net earnings.
- 6.18 Employees shall be paid by cheque in a sealed envelope during regular working hours, no later than Thursday of each week. If Friday is a holiday, pay will be distributed on Wednesday, if possible, or at the latest, noon on Thursday. Direct deposit can be an option.
- 6.19 Any employee who fails to receive his pay on his regular pay day, shall give notice to his Employer or his representative. If the Employer does not make the payment of wages before 12:00 noon on the following day, the Employer shall pay two (2) hours pay at the applicable straight time hourly rate in addition to his wages to the employee for each day the delinquency continues.

ARTICLE 7 - VACATION PAY & HOLIDAY PAY

- 7.01 Vacation pay and holiday pay shall be paid at the rate of eight (8%) percent of gross wages. Vacation pay and holiday pay is to be paid weekly.

ARTICLE 8 - HOLIDAYS

- 8.01 The following days shall be classed as holidays:

| | | | |
|----------------|--------------|------------------|---------------|
| New Year's Day | Victoria Day | Indigenous Day | Christmas Day |
| Islander Day | Canada Day | Thanksgiving Day | Boxing Day |
| Good Friday | Labour Day | Remembrance Day | |

8.02 If an employee works on holidays as mentioned in Article 7.01, he shall be paid double time (X2).

HOLIDAY SCHEDULE

| Calendar Year 2022 | Day Falls On | Day Off |
|---|------------------------|------------------------|
| Canada Day | Friday, July 1 | Friday, July 1 |
| Labour Day | Monday, September 5 | Monday, September 5 |
| Thanksgiving Day | Monday, October 10 | Monday, October 10 |
| National Day for Truth & Reconciliation | Friday, September 30 | Friday, September 30 |
| Remembrance Day | Friday, November 11 | Friday, November 11 |
| Christmas Day | Sunday, December 25 | Monday, December 26 |
| Boxing Day | Monday, December 26 | Tuesday, December 27 |
| Calendar Year 2023 | Day Falls On | Day Off |
| New Years Day | Sunday, January 1 | Monday, January 2 |
| Islander Day | Monday, February 20 | Monday, February 20 |
| Good Friday | Friday, April 7 | Friday, April 7 |
| Victoria Day | Monday, May 22 | Monday, May 22 |
| Canada Day | Saturday, July 1 | Monday, July 3 |
| Labour Day | Monday, September 4 | Monday, September 4 |
| National Day for Truth & Reconciliation | Saturday, September 30 | Monday, October 2 |
| Thanksgiving Day | Monday, October 9 | Monday, October 9 |
| Remembrance Day | Saturday, November 11 | Monday, November 13 |
| Christmas Day | Monday, December 25 | Monday, December 25 |
| Boxing Day | Tuesday, December 26 | Tuesday, December 26 |
| Calendar Year 2024 | Day Falls On | Day Off |
| New Years Day | Monday, January 1 | Monday, January 1 |
| Islander Day | Monday, February 19 | Monday, February 19 |
| Good Friday | Friday, March 29 | Friday, March 29 |
| Victoria Day | Monday, May 20 | Monday, May 20 |
| Canada Day | Monday, July 1 | Monday, July 1 |
| Labour Day | Monday, September 2 | Monday, September 2 |
| National Day for Truth & Reconciliation | Monday, September 30 | Monday, September 30 |
| Thanksgiving Day | Monday, October 14 | Monday, October 14 |
| Remembrance Day | Monday, November 11 | Monday, November 12 |
| Christmas Day | Wednesday, December 25 | Wednesday, December 25 |
| Boxing Day | Thursday, December 26 | Thursday, December 26 |
| Calendar Year 2025 | Day Falls On | Day Off |
| New Years Day | Wednesday, January 1 | Wednesday, January 1 |
| Islander Day | Monday, February 17 | Monday, February 17 |

ARTICLE 9 - TOOLS AND EQUIPMENT

- 9.01 Employer's tools, materials and equipment can be unloaded or moved away by the Association member during any work stoppage or strike and the necessary arrangements in the opinion of the Association Member made for the protection thereof.
- 9.02 Tools and equipment supplied by the Association Member shall be issued to an employee who shall sign a receipt for them and be financially responsible for them. When the tools or equipment are returned, the receipt shall be returned to the employee.
- 9.03 Tools required, but not limited to:
Labourers working at insulation; ofla knife, keyhole saw, hammer, holster and tape, and pouch. Labourers working at scaffolding; hammer, belt, plyers, holster, tape, torpedo level, 2 foot level, adjustable wrench, and pouch. Labourers working at rebar; belt and reel, tape standard or metric, plyers, cutters, and chalk holder. General Labourer; pouch, hammer, holster, belt, tape, adjustable wrench, right hand cutters, left hand cutters, and utility knife.

ARTICLE 10 - WORKING CONDITIONS

- 10.01 The Employer shall supply approved safety helmets and such other safety equipment as the employee is not required to provide and shall supply rain suits, rubber boots, goggles, chin straps, eye and ear protection, and gloves at no charge to the employee. Tools, safety equipment and other attire furnished by the Employer shall be the responsibility of the employee, subject to normal wear and tear, and shall be returned on the termination of employment or as the Employer may require. Steward is to supply sizes.
- 10.02 The Occupational Health and Safety Act and Regulations, for the Province of Prince Edward Island shall apply to all projects covered by this Agreement.
- 10.03 The Employer shall provide the workers with reasonable protection from falling debris according to the *Workers' Compensation Act* and the *Occupational Health and Safety Act and Regulations of Prince Edward Island*.
- 10.04 The Employer will take all reasonable precautions to protect the health and maintain the safety of the employees during the working hours.
- 10.05 Regardless of how slight an accident is, the injured worker will be required to report same to the job office immediately after the occurrence when physically possible.
- 10.06 Safety helmets shall be worn at all times on all projects as a condition of employment, and appropriate hearing protection, safety glasses, or goggles shall be worn when required.

- 10.07 An employee injured while performing his work for the Company shall suffer no loss of earnings for the hours he would have worked, but were necessarily lost on the day in which the accident occurred, if on medical advice, he is sent home or to the hospital or for medical aid. Company to transport injured employee if ambulance not required, and make sure employee has transportation home.
- 10.08 When a Company has more than one project in progress at one time, the employees should work on the project nearest to his/her residence.
- 10.09 A designated labourer shall have a reasonable time before quitting time for the purpose of returning Employer tools and safety equipment, and for the purpose of placing Employer tools under lock and key of the Employer. This employee shall be responsible for the cleanliness of the washroom facilities on the job site.
- 10.10 When a project has a tower crane on site and a signal man (swamper) is hired they shall be members of Local 900 and receive one dollar (\$1.00) above the high rate of pay.

ARTICLE 11 – CELL PHONE

- 11.01 Uses of cell phones/blackberries/smart-phones/i-pods/walkmans/etc, shall not be permitted by employees on site during working hours, except as explicitly authorized by the employer. Violations of this article shall be subject to the following disciplinary action.
- (1) Warn the employee in writing of the offence, copy of letter mailed to the Union office.
 - (2) Any further offence calls for a possible suspension, the length of the suspension to be at management's discretion, but not to exceed three (3) days.
 - (3) Repetition of offence after suspension, employee is to be dismissed.

This article shall not apply to stewards or foremen using cell phones in the course of their duties.

ARTICLE 12 - DISPUTE

- 12.01 If a jurisdictional dispute should arise between the Union and any other labour organization on any job, the Employer shall make an assignment of the disputed work and the Union shall comply with this assignment pending settlement. Should any of the parties involved, in the jurisdictional dispute disagree with the decision of the **Employer**, Article 38 of the *Prince Edward Island Labour Act* shall apply.

12.02 The Union shall not permit any of its members to engage in any interruption in the progress of work nor to engage in any work stoppage as a result of a dispute. The Union shall not establish picket lines for the purpose of influencing the settlement of a dispute.

ARTICLE 13 – LAY-OFF

13.01 In the event of a lay-off, dismissal, or voluntary leaving, the employee's wages, Record of Employment, and vacation pay shall be available in full, within five (5) full working days immediately following the date of separation of employment. The Employer must mail to the employee's residence such items within five (5) working days immediately following the date of separation. The employee is to notify the Union of said lay-off and Article 3.01 shall apply before the rehiring of any laid-off employee unless the said lay-off is due to job shutting down for any reason, then the employee shall be called back.

13.02 Date of postmark shall be used to determine compliance therewith in the event of lay-off. In the event of lay-off, four (4) working hours notice must be given prior to the end of the day, and employment terminates at the end of the day. Should the Employer fail to comply with the foregoing provisions, the employee shall receive an additional two (2) hours pay at his regular hourly rate.

13.03 When an employee is laid off for reasons other than lack of work or material, the Union shall be notified immediately in writing, as to the reasons for lay-off or discharge.

13.04 In the event of any lay-off lasting five (5) working days or longer, the Employer shall notify the Union office. The Signatory Contractor agrees to not hire any member of Local Union 900 without a signed referral slip. Any member discovered working on any project subject to this collective agreement without a signed referral slip shall be immediately dismissed by Employer.

ARTICLE 14 - DISPUTES AND ARBITRATION PROCEDURES

14.01 Minor disputes which occur on the job shall be discussed and may be settled by the Steward and/or Business Representatives and the Employer's Superintendent/Foreman.

14.02 In case of any dispute, difference, controversy or grievance which cannot be settled on the job site, a meeting shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation. The parties concerned with the dispute shall endeavour to reach a decision within seventy-two (72) hours of receiving first notification.

- 14.03 If settlement is not reached within one hundred and sixty-eight (168) hours, seven (7) days then either party may request arbitration. Arbitration will be conducted in accordance with the provisions of Section 37 of the *Labour Act, R.S.P.E.I. 1998, Cap.L-1*.
- 14.04 Any preliminary objection must be introduced to the other Party within ten (10) days after the grievance has been submitted to arbitration.
- 14.05 It is mutually agreed by both Parties there will be no strike, lockout, picketing, slowdown, or stoppage of work, either complete or partial, during the terms of this Agreement.
- 14.06 It is mutually agreed that an Arbitrator's award is binding on both Parties on a monetary settlement. If the award is not paid within thirty (30) days, the defaulting party shall pay the other party a surcharge of five percent (5%) per month plus legal fees.

ARTICLE 15 - SAVING CLAUSE

- 15.01 Should any of the Articles contained in the Collective Agreement be in violation of any Federal or Provincial Order, Law or Statute, the Association and the Union agree to amend these Articles for the purpose of making them conform to the Federal or Provincial Law, Order or Statute. All other Articles of this Collective Agreement shall remain in force.

ARTICLE 16 - SAFETY AND HEALTH

- 16.01 All scaffolding, of any type, on all projects, shall be erected, dismantled and maintained in a proper and safe manner by members of Local 900. Exclusion: wooden stage, as per Labour Board decision attached. (Ref. Article 21.02).
- 16.02 All scaffolding is to be inspected upon the request of the Foreman, Steward, or Business Manager by a Safety Inspector, in compliance with the Worker's Compensation Act and the Occupational Health and Safety Act and Regulations of Prince Edward Island.
- 16.03 Where the Employer and the Union cannot agree that there are conditions and/or equipment existing that are dangerous to the health and safety of employees, then it is agreed that the Parties will apply to the *Occupational Health and Safety Act Regulations* for the determination of the question.
- 16.04 A safety representative shall be appointed on a project with seven (7) or more employees. Members of Local 900 shall be considered for such position, providing they hold qualifications (i.e. CPR, Health & Safety Program). Such safety representatives shall accompany an officer from the Occupational Health and Safety Division, when requested to do so.

- 16.05 Employees shall not suffer any loss of pay due to shutdown by the Workers' Compensation Board and/or the Occupational Health and Safety Division of Prince Edward Island.
- 16.06 All housekeeping duties at all times on any project shall be performed by members of Local 900, and to include Article 5.02 sub-contracting.
- 16.07 The Union and the 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. WHMIS
 - b. Standard First Aid
 - c. CPR
 - d. Basic Fall Protection
 - e. Personal Protective Equipment
 - f. Aerial Platform & Scissor Lift

When a union employee is called to take a course, by the Union, it is mandatory to do so.

Where the construction workplace requires it and where the Union has received adequate notice, the Union shall provide members trained in the following areas:

- a. Advanced Fall Protection
- b. Confined Space Training
- c. Scaffold Erection
- d. Trenching and Excavation Training
- e. Vehicle Control and Direction Training

Members should always be prepared to present their training certificates to the Superintendent at any Association work-site.

- 16.08 There shall be no drugs or alcohol on the work-site 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 and drugs.

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

- 16.09 No member shall be subject to physical, verbal or mental abuse on the job site. Discipline is to be as per company safety policies.

ARTICLE 17 - HEIGHT AND ABNORMAL CONDITIONS PAY

- 17.01 Danger to health may be caused by excessive noise, vibration, heat, cold, chemicals, gases, dust, and general pollution in the construction workplace. The Association and the Union agree to work together to minimize such hazards to the employee. The Employer accepts the fact that in such conditions, protective clothing and necessary safety equipment shall be supplied by the Employer to protect the employee.
- 17.02 A premium over the regular rate of one dollar (\$1.00) per hour will be paid to all employees who are required to work on swing stage, ladder, bosun chair, temporary scaffold excluding properly secured and tied scaffold, where they are at a height of greater than thirty-five (35) feet.

ARTICLE 18 - MILEAGE ALLOWANCE

- 18.01 When an employee is requested by the Employer to travel during the workday, after reporting to work, he shall be provided with transportation or fare to and from the job site which shall be paid by the Employer. When an employee uses his own vehicle, at the Employer's request, he shall be paid a mileage expense of fifty-two (\$0.52) per kilometre. Time spent in such travel shall be paid by the Employer and in no case, shall the amount paid in compliance with this Article be less than ten dollars (\$10.00).
- 18.02 All employees who are required to live away from home will be given accommodations and meals in a motel or equivalent. Meal allowance is to be seventy (\$70.00) dollars per day.

ARTICLE 19 - BEREAVEMENT

- 19.01 In the event of death in the employee's immediate family, the Company will grant three (3) consecutive working days leave with pay.
- 19.02 For the purpose of Article 19.01, immediate family shall be defined as spouse, children, mother, father, step-mother, step-father, step-son and step-daughter. In order to qualify for this benefit a member must be employed by his employer no less than thirty (30) working days prior to the death of the immediate family member.
- 19.03 In the event of the death of a brother or sister, the employee will be entitled to two (2) days off with pay.
- 19.04 In the event of a death of a grandmother, grandfather, aunt, uncle, niece, nephew, the employee shall be granted one (1) day off without pay to attend the funeral.

ARTICLE 20 - GROUP INSURANCE PLAN & TRADE IMPROVEMENT TRUST

20.01 The Association and the Union agree that both Parties shall contribute to the Labourers Local 900 Group Insurance Plan. The plan shall be cost-shared in the following manner: The Employer shall contribute two dollars and ten cents (\$2.10) effective the signing date of this Agreement per Union man hour worked to the Plan and submit this contribution to the Administrator of the Plan. A total of twenty (\$0.20) cents is to be deducted from employee.

20.02 The Employer shall contribute the following amount per man hour worked to the Labourers' (Eastern Canada) Pension Plan:

| | |
|-------------------------|------------------------|
| Effective May 29, 2022 | \$5.12 per hour worked |
| Effective March 1, 2023 | \$5.37 per hour worked |
| Effective March 1, 2024 | \$5.62 per hour worked |

The Employer agrees to contribute to the Pension Plan on a per man hour worked basis. On signing, the Employer shall contribute per hour earned of which \$0.02 of this contribution is to be allocated to the Sixty and Twenty-five pension provision.

This shall be sent no later than the 15th of the following month to:

Labourers' Pension Fund of Central and Eastern Canada
P.O. Box 9002, Stn Main
Oakville, ON L6J 0B9

ARTICLE 21 - TRAINING AND INDUSTRY FUND

21.01 The Employer shall pay twenty-five cents (\$0.25) per man hour worked to the Prince Edward Island Training Trust Fund and eighty cents (\$0.80) for Apprentices. The Employer shall submit this contribution on a monthly basis to the Administrator of the Plan. Contributions for the month are to be received by the Administrator no later than the fifteenth (15th) day of the following month. The Administrator shall return to the Prince Edward Island Training Trust Fund on a monthly basis the twenty-five cents (\$0.25) or eighty cents (\$0.80) so contributed. This contribution shall be made to:

Benefit Plan Administrators Atlantic Ltd.
38 Solutions Drive
Suite 100
Halifax, NS
B3S 0H1
Tel: (902) 455-7277

| |
|---|
| Cheque made to Labourers Local 900 Trust Fund |
|---|

Fax: (902) 454-5936

21.02 It is agreed that the Employer shall contribute six cents (\$0.06) per man hour to:

Benefit Plan Administrators Atlantic Ltd.
38 Solutions Drive
Suite 100
Halifax, NS
B3S 0H1
Telephone: (902) 455-7277
Fax: (902) 454-5936

| |
|---|
| Cheque made to Labourers Local 900 Trust Fund |
|---|

This money will be paid in turn to A.C.I.C. on the fifteenth (15th) day of each month, along with a statement of the contributions paid by each Employer.

21.03 Upon signing of this collective agreement, signatory contractors agreed to contribute to the Labourers' Health and Safety and Labourers' Employers Cooperation Education Trust funds in the amount of ten (\$0.10) cents per hour worked, also a further amount per man hour worked to be contributed to the Labourers' Organizing Fund as follows:

Effective April 18, 2011 \$0.30 per hour worked

This money shall be paid in turn to LECET on the fifteenth (15th) day of each month, along with a statement of the contributions paid by each Employer to:

Benefit Plan Administrators Atlantic Ltd.
38 Solutions Drive, Suite 100
Halifax, NS
B3S 0H1
Tel: (902) 455-7277 Fax: (902) 454-5936

21.04 Union dues shall be two point five percent (2.5%) of gross wages, including vacation pay per month, deducted on a weekly basis, plus any increases as may be designated by the Union. This money shall be sent to the Union office no later than the 15th of the following month, together with a list of names and amounts paid by each Employee to:

LiUNA Local 900
P.O. Box 783
Moncton, NB E1C 8N6

ARTICLE 22 - EMPLOYMENT STANDARDS ACT

22.01 It is agreed by both Parties that upon signing of this Collective Agreement, the Agreement shall be forwarded to the Department of Community and Cultural Affairs, Labour and Industrial Relations Division. In the absence of specific provisions in the Agreement, the

Employment Standards Act shall be applied and shall form part of this Agreement where applicable.

22.02 Employers subject to this Agreement are bound by the Prince Edward Island Labour Relation Board decisions which form part of this Agreement as Appendix E and F regarding scaffolding (erecting and dismantling) and stripping and releasing of any type of form in concrete work, deemed to include any and all onsite cleaning and oiling. All work shall be assigned in accordance with said decisions at all times. Employers are also subject to any agreement filed at the Labour Relations Board of Prince Edward Island between the Union and any other trade Union concerning the assignment of work.

22.03 Signatory Contractors agree to abide by past practice on temporary shelters or enclosures, which shall be as follows:

The General Contractor is responsible for erecting, moving and the dismantling of temporary shelters or winter housing of all types and of any configuration by any method used on construction sites. The (shelters or enclosures) are built by the carpenters with the labourers supplying all materials needed in building, assembling or framing. Erecting, moving, bracing, adjusting and anchoring both labourers and carpenters. The dismantling to ground level is labourers work. The final dismantling, cleaning and storing of any and all materials used on the (shelters or enclosures) is solely done by the labourers.

ARTICLE 23 - TERM OF AGREEMENT

23.01 This Agreement shall be effective from May 29, 2022 and shall continue in effect until March 1, 2025. This Agreement shall continue to in force from year to year thereafter unless notice of proposed change or termination is given in writing by either Party not more than four (4) months and not less than two (2) months before the date of termination, unless mutually agreed by both Parties.

23.02 If notice of proposed change is given by either Party, negotiations shall commence within fifteen (15) days of such notice.

23.03 During the negotiations on any proposed revision of this Agreement, the Agreement in its present form shall remain in full force and effect until satisfactory settlement or such negotiations have been reached or until such time as the Parties can legally declare a strike or lockout.

ARTICLE 24 - AGREEMENT

24.01 This Agreement has been finalized between the Association of Commercial and Industrial Contractors of Prince Edward Island and each of its unionized Employers as outlined under Appendix A hereof or future unionized Employers and Construction and General Labourers' and General Workers in Construction, Industrial and Commercial, Local Union No. 900.

ARTICLE 25 - WAGES, COMMERCIAL, INDUSTRIAL

25.01 Date of May 29, 2022 to March 1, 2025
As per Appendix H.

25.02 When a member of Local 900 is elected or appointed to attend any function or business of the Union, he shall be able to do so without loss of wages. The Employer shall pay wages for time attending such function or business and shall bill the Union for these wages and be reimbursed for the same. The Employer shall not charge an administration fee for this reimbursement. Labour burden will be included in the cost.

25.03 All apprentices engaged by the Employers shall work only with the tools of the trade they are learning, and shall not infringe on the Labourer's jurisdiction.

25.04 All materials being unloaded or loaded on the Job Site shall be done by members of Local 900. The distribution of all materials to the central **and/or** closest work areas shall be the work of Labourers' Local 900. This clause shall conform to past practice and allow electricians, plumbers and mechanical trades to unload their own materials.

25.05 Any new members with less than 4000 verified construction working hours shall be paid Twenty-two dollars and fifty-seven cents (\$22.57) per hour (see table). There shall be a review every three months between union and employer. It was agreed that if the member is performing satisfactorily and showing up on time, they could move to the full rate sooner than the 4000 hours.

ARTICLE 26 - ENABLING PROVISIONS

26.01 Where a particular Article or Articles of this Collective Agreement 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 Association of Commercial and Industrial Contractors and Construction and General Labourers' and General Workers in Construction, Industrial and Commercial Local No. 900 subject to the condition that such change or amendment shall not be effective unless and until it has the written agreement of both Parties. Requests are to be submitted to the Union with a minimum of ten (10) working days

before tender closing. This Article shall also include subcontractors to the general contractor.

ARTICLE 27 - IN-TRUST FUNDS

27.01 All funds deducted from employees pay or paid on behalf of employees as required by Articles 3.05; 19.01; 19.02; 21.01; 21.02; 21.03; and 21.04 are funds to be held by the Employer separate and apart from other funds of the Employer In-Trust for the employees and Association, as applicable, until remitted in accordance with the above mentioned Articles.

APPENDIX A - SIGNATORIES

Unionized Employers bound by this Agreement at the date of signing: (Subject to Applicable Changes)

SIGNATORIES

| | |
|--|--|
| APM Construction (A Division of APM Group) | Maritime Form Works Ltd. |
| Able Equipment Ltd. | Maxim Construction Inc. (Maxim 2000) |
| Anson Developments Inc. | MCM Bricklayers Ltd. |
| Arsenault Brothers Construction Ltd. | Melanson Enterprises Ltd. |
| Arthur Sivret & Fils Ltee. | McNally Construction |
| Cannon Construction | Northern Erectors Ltd. |
| Carey Bros. Masonry Ltd. | Plus Eight Canada Ltd. |
| Coffrage Alliance Ltee | Premier Refractories Canada, Ltd. |
| Chardan Enterprises | Procon Restoration Services Limited |
| Construction & Engineering Services Ltd. | RJW Stonemason Ltd. |
| Duron Atlantic Ltd. | Remley Construction Ltd. |
| Enco Installation 166351 Canada Inc. | Steeple Jack Services (A Division of 353903 Ontario Ltd.) |
| Fitzgerald & Snow Ltd. | St. Antoine Drywall and Plaster Ltd. |
| Foundation Co. of Canada Ltd. | Steve Rogers General Contractors |
| G & M Masonry Ltd. | Thomas Fuller Construction (1958) Ltd. |
| Guild Contracting Specialties Limited | VSL Canada Limited |
| Island Abatement Ltd. | Wortman Enterprises |
| Ishii Brothers Ltd. | Williams, Murphy & MacLeod (1973) Ltd. |
| J.W. Lindsay Enterprises Ltd. | Zutphen Brothers Construction Ltd. |
| Lancor Concrete Contractors Limited | |
| Leads Structural Formwork Ltd. | |
| Leslie and Bennis Piledriving and Contracting Ltd. | |

APPENDIX B - SCHEDULING OF MANPOWER REQUIREMENTS

It is agreed by both Parties that the Association of Commercial and Industrial Contractors of Prince Edward Island shall strongly encourage all Employers party to the Collective Agreement to schedule their manpower requirements, where possible, so as to prevent mid-week (company pay period) starts and lay-off. This is to minimize the occurrence when lay-offs/hiring results in weeks with only a few hours work. The Association of Commercial and Industrial Contractors of Prince Edward Island shall notify the Employers party to this Agreement in writing at appropriate occasions regarding this understanding.

APPENDIX C - APPRENTICESHIP PROGRAM

ARTICLE 1 - PURPOSE

- 1.01 The parties signatory to this Collective Agreement declare their purpose and policy to be that of establishing and sponsoring an organized, registered system of apprenticeship training for the occupation of Construction Craft Labourer for the Province of Prince Edward Island.

ARTICLE 2 - DEFINITIONS

- 2.01 Apprentice means a person who has been accepted into the Construction Craft Labourers Training program.
- 2.02 Journeyworker means a person who has demonstrated skills and knowledge gained either through formal apprenticeship training or practical on-the-job work experience so as to be recognized within the industry and peer group as having attained the status of Construction Craft Labourer.
- 2.03 Joint Apprenticeship Training Committee means the policy making and administrative body for the operation and success of the Apprenticeship Program. It shall have the authority to establish and enforce rules and requirements governing the qualifications, selection, supervision, transfer, training, execution and termination of apprenticeship agreements and fulfill other responsibilities as subsequently set forth.

ARTICLE 3 - TERM OF APPRENTICESHIP

- 3.01 The term of apprenticeship shall be approximately four thousand (4000) hours of diversified work and training.
- 3.02 Apprentices may receive credits toward the term of their apprenticeship for prior construction work experience or time served in a registered Construction Craft Labourer Apprenticeship Program in another area. The latter, if shown to have been of satisfactory performance, is fully transferable.

- 3.03 When credits are granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee, for individual apprentices demonstrating exceptional skill and technical knowledge in any major component of the work process.

ARTICLE 4 - APPRENTICE WAGES AND WAGE PROGRESSION

- 4.01 Apprentices shall be paid a progressively increasing schedule of wages consistent with skills and knowledge required. The rate for each period for the apprenticeship is expressed as a percentage of the skilled Construction Craft Labourer journeyworker rate specified in the collective bargaining agreement. The approximate time interval for each period is as follows; it may be adjusted for individual apprentices making accelerated progress, or extended as may be required for slower progression. Such adjusted periods may be made only by the Joint Apprenticeship Training Committee.
- 4.02 The schedule that follows provides for four (4) equal credits of approximately one thousand (1000) hours of work and training each:

0 to 1000 hours
1000 to 2000 hours
2000 to 3000 hours
3000 to 4000 hours

ARTICLE 5 - RATIO AND SUPERVISION

- 5.01 The ratio of journeyworkers to apprentices shall be three (3) journeyworkers to one (1) apprentice for general contractors.
- 5.02 The ratio of journeyworkers to apprentices may be two (2) journeyworkers to one (1) apprentice for masonry contractors.
- 5.03 Apprentices shall work under the supervision of competent and qualified journeyworkers on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and special off-job courses.

ARTICLE 6 - WORK RECORDS

- 6.01 The apprentice shall maintain a Work Record showing the amount and type of work being performed. Work Record Forms will be provided to each apprentice by Local 900. Work records shall be submitted to Joint Apprenticeship Training Committee to be

recorded on the apprentice's master record. The Committee shall always maintain records of disciplinary or adverse actions, hearings and/or decisions made.

- 6.02 All records pertaining to apprenticeship shall be maintained in a log book and kept by the department.

ARTICLE 7 - CERTIFICATE OF COMPLETION

- 7.01 Upon completion of the term of apprenticeship, and the apprentice having met all the requirements of the program, the apprentice will receive a Certificate of Completion.

ARTICLE 8 - HOURS OF WORK

- 8.01 The hours of work for apprentices shall be the same as for journeyworkers in Local 900. Apprentices also shall be subject to the same overtime or travel as journeyworkers except where there is a conflict with off-site training.

ARTICLE 9 - LAY-OFF

- 9.01 Lay-offs shall be as per Article 12 of this Collective Agreement with the exception that apprentices, if any, will be laid off after Agreement between Employer and Union.



APPENDIX D

GOVERNMENT OF PRINCE EDWARD ISLAND
LABOUR RELATIONS BOARD

J. J. Revell, B. Comm., M.B.A.
Chairman
W. S. MacKinnon
Chief Executive Officer

DEPARTMENT OF LABOUR
P.O. BOX 2000
CHARLOTTETOWN
PRINCE EDWARD ISLAND
C1A 7N8

DECISION

| | | |
|-----|--|--------------|
| RE: | Jurisdictional Dispute Complaint | |
| | - between - | |
| | Construction & General Labourers Union | COMPLAINANT; |
| | - and - | |
| | Schurman Construction Co. Ltd. | RESPONDENT; |
| | - and - | |
| | United Brotherhood of Carpenters & Joiners of North America, Local 1338 | RESPONDENT |

The Complaint involves the assignment of the work generally described as stripping of forms in concrete work in commercial and industrial construction in the Province.

The Board has reviewed the evidence and the submissions of the parties and decides as follows:

The stripping of concrete forms belongs to the jurisdiction of the Labourers' Union.

This Decision was made by the Labour Relations Board on May 25, 1987, and is issued over the hand of its Chief Executive Officer.

Wayne S. MacKinnon
CHIEF EXECUTIVE OFFICER

PANEL:
J. J. Revell, Chairman
Lloyd Weeks
Jim MacDonald



GOVERNMENT OF PRINCE EDWARD ISLAND

APPENDIX E

LABOUR RELATIONS BOARD

J. J. Revell, B. Comm., M.B.A.
Chairman
W. S. MacKinnon
Chief Executive Officer

DEPARTMENT OF LABOUR
P.O. BOX 2000
CHARLOTTETOWN
PRINCE EDWARD ISLAND
C1A7M8

DECISION

RE: Jurisdictional Dispute Complaint

- between -

Construction and General Labourers Union COMPLAINANT;

- and -

Schirman Construction Co. Ltd. RESPONDENT;

- and -

United Brotherhood of Carpenters & Joiners
of North America, Local 1338 RESPONDENT;

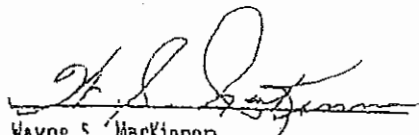
This Complaint involves the assignment of the work generally described as the erection and dismantling of scaffolding in commercial and industrial construction in the Province.

The Board reviewed the evidence and the submissions of the parties and decides as follows:

The erecting and dismantling of scaffolding belongs to the jurisdiction of the Labourers' Union.

This decision was made by the Labour Relations Board on May 25, 1987, and is issued over the hand of its Chief Executive Officer.

PANEL:
J. J. Revell, Chairman
Lloyd Weeks
Jim MacDonald


Wayne S. MacKinnon
Chief Executive Officer

BETWEEN:

APPENDIX F

CONSTRUCTION AND GENERAL LABOURERS'
AND GENERAL WORKERS' IN CONSTRUCTION,
INDUSTRIAL AND COMMERCIAL, LOCAL UNION NO. 1077
(hereinafter "Labourers")

OF THE FIRST PART

AND:

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL 1338
(hereinafter "Carpenters")

OF THE SECOND PART

MEMORANDUM OF AGREEMENT

WHEREAS the Labourers have been recognized by the Association of Commercial and Industrial Contractors of Prince Edward Island ("ACIC"), through a Collective Agreement, as the exclusive bargaining agent for certain employees employed in the Construction Industry as defined in the *Labour Act*, R.S.P.E.I. 1988, Cap. L-1 (hereinafter the "Act");

AND WHEREAS ACIC has also recognized the Carpenters, through a Collective Agreement, to be the exclusive bargaining agent for certain employees employed in the Construction Industry of Prince Edward Island;

AND WHEREAS a jurisdictional dispute arose between the Labourers and the Carpenters regarding the assignment of certain work claimed by each of the Labourers and Carpenters as being within their exclusive craft jurisdiction, said work involving the installation of insulation in a Construction Industry project;

AND WHEREAS the Labourers filed a Jurisdictional dispute with the Labour Relations Board (Prince Edward Island) pursuant to Section 38 of the Act;

AND WHEREAS the Labourers and the Carpenters have agreed to resolve the issues raised by said jurisdictional dispute by agreement as expressed herein;

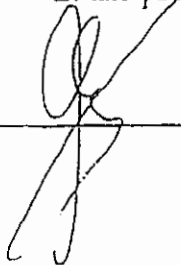
NOW WITNESSETH that in consideration of the premises and for other valuable consideration, the parties hereto agree as follows:

1. This Agreement shall apply to the assignment of work on all job sites in the Construction Industry in Prince Edward Island with respect to which the respective parties hereto have collective bargaining rights pursuant to the provisions of the Act.
2. This Agreement shall apply only to the assignment of the installation of insulation work by unionized contractors or subcontractors to whom the collective agreement of both the Carpenters and the Labourers applies.
3. The Labourers have exclusive jurisdiction for the following installations of insulation:
 - (a) exterior below-grade rigid insulation;
 - (b) interior below-grade rigid insulation;
 - (c) thermal insulation when installed from the exterior face of a structure which is constructed by bricklayers or masons;
 - (d) all insulation installed in any method of construction on an exterior or cold wall, roof or ceiling.

4. The Carpenters shall have exclusive jurisdiction to install insulation in interior walls in any structure where said insulation is being installed for the purpose of acoustical or soundproofing qualities.
5. Composite crews of Labourers and Carpenters shall share jurisdiction to install insulation:
 - (a) under sidewalks, curbs, loading docks, or exposed concrete slabs;
 - (b) for thermal purposes in steel clad buildings (usually by the installation of rolled insulation).
6. This Agreement is not intended to apply to any other aspect of the craft jurisdiction of the parties hereto and is restricted in its application solely to the issue of installation of insulation.
7. Any form of the installation of insulation not specifically covered in this Agreement shall, if a dispute arises, be resolved in accordance with the Act or by further agreement of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 22nd day of May, 2002

SIGNED, SEALED AND DELIVERED)
 in the presence of:)


 _____)

CONSTRUCTION AND GENERAL
 LABOURERS' AND GENERAL
 WORKERS' IN CONSTRUCTION,
 INDUSTRIAL AND COMMERCIAL,
 LOCAL UNION NO. 1077

PER: Lloyd MacDonald
 Lloyd MacDonald, Business Agent

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
Raymond Amithell)
)
)

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA, LOCAL 1338

PER: Paul Chaisson
Paul Chaisson, Business Agent,

APPENDIX G - SUMMARY OF WAGES AND BENEFIT PAYMENTS

Labour Union Rate Agreement

May 29, 2022 – March 1, 2025

| New Employees Less Than 4000 Hours | | | | | | | | |
|---|-------------|---------------------|-----------------------------|-------------|----------------|----------------------|-------------------------------|--------------|
| Date | Rate | Vacation Pay | Health & Welfare | ACIC | Pension | Training Fund | Lecet & Organizing | Total |
| May 29/22 | 21.03 | 1.68 | 2.10 | 0.06 | 3.62 | 0.25 | 0.40 | 29.14 |
| March 1/23 | 21.72 | 1.74 | 2.20 | 0.06 | 3.87 | 0.25 | 0.40 | 30.24 |
| March 1/24 | 22.42 | 1.79 | 2.20 | 0.06 | 4.12 | 0.25 | 0.40 | 31.24 |

| General Labour Rate Jobs | | | | | | | | |
|---------------------------------|-------------|---------------------|-----------------------------|-------------|----------------|----------------------|-------------------------------|--------------|
| Date | Rate | Vacation Pay | Health & Welfare | ACIC | Pension | Training Fund | Lecet & Organizing | Total |
| May 29/22 | 22.92 | 1.83 | 2.10 | 0.06 | 5.12 | 0.25 | 0.40 | 32.68 |
| March 1/23 | 23.61 | 1.89 | 2.20 | 0.06 | 5.37 | 0.25 | 0.40 | 33.78 |
| March 1/24 | 24.31 | 1.94 | 2.20 | 0.06 | 5.62 | 0.25 | 0.40 | 34.78 |

- A further twenty (\$0.20) cents is to be deducted by the employer for each employee per Article 20.01.

Major Industrial Projects

\$2.00 above current rate for the following:

Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or 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. Pre-Reduction Plants and Smelters
11. Deep Water Ports or Unloading Docks, Bridges, Water and Sewer Treatment Plants, provided all are within the definition of Accreditation Order No. 95-046 for ACIC.

Should there be any question by either party as to the application of the total value clause, such question shall be dealt with through the grievance arbitration process.

Asbestos Worker and Masonry Helper Rate

May 29, 2022 – March 1, 2025

Asbestos Worker and Masonry Helper Rate

| Date | Rate | Vacation Pay | Health & Welfare | ACIC | Pension | Training Fund | Lecet & Organizing | Total |
|-------------|-------------|---------------------|-----------------------------|-------------|----------------|----------------------|-------------------------------|--------------|
| May 29/22 | 25.72 | 2.06 | 2.10 | 0.06 | 5.12 | 0.25 | 0.40 | 35.71 |
| March 1/23 | 26.51 | 2.12 | 2.20 | 0.06 | 5.37 | 0.25 | 0.40 | 36.91 |
| March 1/24 | 27.39 | 2.19 | 2.20 | 0.06 | 5.62 | 0.25 | 0.40 | 38.11 |

Asbestos & Masonry Helper Rate
Effective May 29, 2022 – February 28, 2023

| Hours | Rate | Vacation Pay | Health & Welfare | ACIC | Pension | Training Fund | Lecet & Organizing | Total |
|-----------|-------|--------------|------------------|------|---------|---------------|--------------------|-------|
| 0-500 | 22.57 | 1.81 | 2.10 | 0.06 | 0.00 | 0.80 | 0.40 | 27.74 |
| 500-1000 | 22.24 | 1.78 | 2.10 | 0.06 | 5.12 | 0.25 | 0.40 | 31.95 |
| 1000-2000 | 23.01 | 1.84 | 2.10 | 0.06 | 5.12 | 0.25 | 0.40 | 32.78 |
| 2000-3000 | 23.78 | 1.90 | 2.10 | 0.06 | 5.12 | 0.25 | 0.40 | 33.61 |

Asbestos & Masonry Helper Rate
Effective March 1, 2023 - February 28, 2024

| Hours | Rate | Vacation Pay | Health & Welfare | ACIC | Pension | Training Fund | Lecet & Organizing | Total |
|-----------|-------|--------------|------------------|------|---------|---------------|--------------------|-------|
| 0-500 | 23.59 | 1.89 | 2.20 | 0.06 | 0.00 | 0.80 | 0.40 | 28.94 |
| 500-1000 | 23.26 | 1.86 | 2.20 | 0.06 | 5.37 | 0.25 | 0.40 | 33.40 |
| 1000-2000 | 24.03 | 1.92 | 2.20 | 0.06 | 5.37 | 0.25 | 0.40 | 34.23 |
| 2000-2000 | 24.80 | 1.98 | 2.20 | 0.06 | 5.37 | 0.25 | 0.40 | 35.06 |

Asbestos & Masonry Helper Rate
Effective March 1, 2024 – February 28, 2025

| Hours | Rate | Vacation Pay | Health & Welfare | ACIC | Pension | Training Fund | Lecet & Organizing | Total |
|-----------|-------|--------------|------------------|------|---------|---------------|--------------------|-------|
| 0-500 | 24.61 | 1.97 | 2.20 | 0.06 | 0.00 | 0.80 | 0.40 | 30.04 |
| 500-1000 | 23.81 | 1.91 | 2.20 | 0.06 | 5.62 | 0.25 | 0.40 | 34.25 |
| 1000-2000 | 24.81 | 1.99 | 2.20 | 0.06 | 5.62 | 0.25 | 0.40 | 35.33 |
| 2000-3000 | 25.81 | 2.07 | 2.20 | 0.06 | 5.62 | 0.25 | 0.40 | 36.41 |

DURATION

This Agreement shall be effective from May 29, 2022 and shall continue in effect until March 1, 2025. This Agreement shall continue to force from year to year thereafter unless notice of proposed change or termination is given in writing by either Party not more than four (4) months and not less than two (2) months before the date of termination, unless mutually agreed by both Parties.

BETWEEN: Association of Commercial and Industrial Contractors.

Rodney Murray
Mary McDonald
WITNESS

WITNESS

AND: On behalf of the Construction Labourers and General Workers, Local Union
No. 900.

Chris Kennedy
Sheryl Marie Stewart
WITNESS

WITNESS

Dated at Charlottetown, P.E.I. the 29th day of May, 2022.