

Wages  
92-12-02

SOURCE	CO.
EFF.	92 12 02
TERM.	95 04 30
NO. OF EMPLOYEES	700
NO. WHERE EMPLOYEES	80

LOCAL 56 MECHANICAL AGREEMENT  
DOMESTIC, COMMERCIAL, INDUSTRIAL  
A COLLECTIVE LABOUR AGREEMENT

**BETWEEN:** CONSTRUCTION MANAGEMENT BUREAU LIMITED, on behalf of each of its Mechanical contracting members, or future Mechanical contracting members, and such members shall be

(Hereinafter referred to as the "Bureau")

- AND -

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING, STEAMFITTING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL UNION 56

(Hereinafter referred to as the "Union")

Definitions of terms required for interpretation of this Agreement are attached hereto and forming part hereof.

**THIS AGREEMENT** dated at Halifax, this 15th day of February, 1993.

**Effective Date:** December 2, 1992

**Expiration Date:** April 30, 1995

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to promote good working relations between the various members of the Association and the Union to the end that the construction industry in the area covered by this Agreement shall proceed with maximum efficiency in all its undertakings.
- 1.02 This Agreement will apply to domestic, commercial and industrial plumbing and pipefitting. Conditions to apply in particular for industrial plumbing and pipefitting are set out in Schedule "A" attached hereto and forming part hereof.

ARTICLE 2 - JURISDICTION OF AGREEMENT

- 2.01 Both Parties agree that continuity of employment under the conditions peculiar to the construction industry requires control of Agreement on an area or district basis rather than on a job or project basis. Both Parties agree that this Agreement is limited to an area covering Halifax County and that part of Colchester County situated west of line running from Black Rock to the apex of Colchester, Pictou, Guysborough and Halifax County, Hants, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth and Digby Counties inclusive for domestic commercial and industrial work.

Residential & Light Commercial Plumbing & Pipefitting - Excluding Halifax County

- 2.02 Article 2.02 shall apply to all residential and commercial plumbing & pipefitting jobs which have an original accepted tender amount of less than Three Hundred Thousand (\$300,000.00) Dollars plumbing and pipefitting value construction (man hours and materials). This Article shall not apply to Halifax County. All unionized employees working on jobs defined in this Article shall receive benefit and pension plan contributions under this Agreement in addition to their basic hourly rate. The hourly wage rate shall be as set forth in Article 17.03E. If requested by the Union, Contractors agree to provide a break down of the plumbing and pipefitting construction separate from other trades.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer and the Bureau recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement,
- 3.02 The Union recognizes the Bureau as the sole collective bargaining agent for all mechanical unionized Employers, defined herein, in the construction industry as covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.

- 3.03 The Union agrees that priority in supply of members will be given to Employers who are bound by and to the terms and conditions as set out in this Agreement.
- 3.04 In order to bind non-Bureau Employers to the provisions of this Agreement, the Union will file any letter of agreement/recognition with the Minister of Labour in accordance with Section 28 of the Trade Union Act.

**ARTICLE 4 - JURISDICTIONAL DISPUTES**

- 4.01 Both Parties recognize that the individual members of the Bureau and the Union have respective responsibilities to other Parties and organizations. They agree that jurisdictional disputes shall not interfere in any way with the orderly expeditious and economic progress of the work.
- 4.02 All jurisdictional disputes between or among building and construction trade Unions and Employers, Parties to this Agreement, shall be settled or adjusted according to the plan established by this Building Construction Trades Department (plan for joint board for settlement of jurisdictional disputes in the building and construction industry) or any other plans or methods adopted in the future by the Building and Construction Trades Department, providing such plan or method includes equal participation by Management. Decisions shall be final, binding and conclusive on both the Employer and the Union, Parties to the Agreement. Notwithstanding the above, Parties to a jurisdictional dispute may have first recourse to the Nova Scotia Trade Union Act.
- 4.03 When a jurisdictional dispute involving work included in the Employer's contract arises, a meeting shall be convened by the Employer which shall include attendance by all directly interested Parties. Such meeting shall be held within two (2) working days of the notification to the Employer of the dispute. Should a resolution not be made at the meeting, the assignment shall be set out in writing by the Employer and provided to the Parties within one (1) working day of the meeting.

**ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.
- 5.02 Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- (A) To hire, direct, promote, demote, lay off, discipline and discharge employees for proper and sufficient cause;
- (B) To determine the design of the products to be handled: tools, equipment and procedures required; scheduling of work and locations of equipment;
- (C) To determine the rules and regulations to be observed by employees on the job.

5.03 The Bureau recognizes that the Union has recourse through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

#### **ARTICLE 6 - BUSINESS AGENT AND JOB STEWARD**

- 6.01 The Union shall, from time to time, advise the Employer in writing of the names of its current Business Agent.
- 6.02 The Business Agent and/or Business Manager shall have access to the job sites in the performance of his duties in servicing this Agreement, providing he has first notified the Employer's Superintendent and/or Project Manager. The Business Agent shall not interfere in any way with the progress of the work.
- 6.03 The Union may appoint a qualified Job Steward who shall be a competent journeyman from the employees regularly working on the **job**. The Union will notify the Employer of the name of the Job Steward appointed. Two (2) days notification will be given to the Union before the Shop Steward is laid off.
- 6.04 There shall be a course known as a **Job** Steward Course set up under the Joint Journeymen Training Program for journeymen who wish to become Job Stewards.
- 6.05 It will be the duty of the **Job** Steward to assist in processing grievances and otherwise represent the Union on the job.
- 6.06 The **Job** Steward, if practicable, shall work all the overtime. He shall not suffer any discrimination or punitive measures for representing the employees and expressing their wishes. He shall have permission of the Employer to endeavour to settle grievances during his normal working day without loss of pay.

#### **ARTICLE 6A - JOB STEWARDS**

- 6A.01 This Article shall apply to all work defined in Articles 24A.01 and 24A.02.

- 6A.02 The Union Business Manager may appoint a Job Steward from amongst the journeymen employees of the Employer on a job or a construction project. He then shall notify the Employer in writing of the name of the Job Steward appointed. The Employer shall recognize a temporary Job Steward if notified by the Business Manager or the regular Job Steward to act during the absence of the regular Job Steward.
- 6A.03 The duty of the Job Steward shall be to assist in adjusting differences or misunderstandings between employees and the Employer arising out of the interpretation, application or administration of this Agreement in accordance with the provisions of Article 8 - Grievance Procedure, contained herein.
- 6A.04 It is understood and agreed that Stewards are employed to perform full time productive work for the Employer except when performing their specific duties as set out herein.
- 6A.05 The Job Steward shall be allowed to carry out such duties without discrimination **so** long as he reports to his foreman before absenting himself from his regular work duties all with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused.
- 6A.06 The Job Steward shall not suffer discrimination or punitive measures for representing the employees and shall be asked to work all overtime when there are four **(4)** or more United Association journeymen on the job site.
- 6A.07 When there are less than six (6) employees on a job site the employment of a Job Steward may be terminated or he may be transferred. The Business Manager will be notified when the Steward is laid off or transferred.
- 6A.08 If a mutual agreement can be reached on the appointment of a Job Steward by the Union and the Employer, only then shall the following Articles 6A.09 and 6A.10 apply.
- 6A.09 When there are five (5) or more employees on any job site or construction project the Union and the Employer may mutually agree upon one (1) of these employees being designated to act as the Job Steward.
- 6A.10 The Job Steward, agreed to under 6A.09, shall be the second last employee on a job site or construction project to be laid off or transferred, not including office personnel. The Job Steward shall be asked to work overtime when there are more than two (2) employees working.

ARTICLE 7 - ACCESS TO **THE JOB SITE**

- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Representatives must request access from the Employer's representative on the job prior to entering the work area.
- 7.03 Conduct on the job site will be subject to the general regulations of the Employer/Owner.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of all Parties to this Agreement that complaints of the employees or Employers regarding alleged violations of this Agreement shall be adjusted as quickly as possible.
- 8.02 Any matter arising out of the interpretation or administration of this Agreement may constitute a grievance and shall be settled in accordance with this Article.
  - 1. Therefore, it is agreed that no complaint or grievance exists until the Superintendent has an opportunity to adjust it with the help of the Steward.
  - 2. If any complaint as to the violation of this Agreement has not been settled within two (2) working days after the Superintendent has been notified of the complaint, it shall be referred to the Employer and to the Business Agent.
  - 3. Should the Employer and the Business Agent fail to settle the grievance within two (2) working days, it shall be produced in writing and referred to the Grievance Board which shall meet within five (5) working days.
  - 4. If the Grievance Board is unable to settle the dispute within five (5) working days, either Party may submit the matter to arbitration.
  - 5. If the dispute is not submitted to arbitration within five (5) working days after the Grievance Board's time for settlement has passed, the grievance shall be considered settled.

ARTICLE 9 - GRIEVANCE **BOARD**

- 9.01 A Grievance Board shall be formed, composed of three (3) persons nominated by the Bureau and three (3) by the Union. The Board shall have the power to settle any trade disputes

or grievance arising out of this Agreement between any member of the Union and any member of the Bureau, or between the Union and the Bureau. The Board **may** be convened at the request of either the Bureau or the Union on notice of two (2) working days to deal with any dispute or grievance. A quorum for all meetings of the Board shall consist of three (3) nominees of each Party. Decisions of the Board shall be made by a majority of the votes cast.

**ARTICLE 10 - ARBITRATION**

- 10.01 When either Party requests that a complaint as to violations of this Agreement be submitted to arbitration, it shall make such a request in writing addressed to the other Party to this Agreement. The Parties shall then have three (3) working days to agree upon an Arbitrator and, failing agreement, one (1) may be appointed by the Minister of Labour on the application of either Party.
- 10.02 The Arbitrator shall hold a hearing within four (4) days after the grievance is submitted to him and shall render his decision to the Parties within three (3) days after the completion of the hearing.
- 10.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify or amend any part of this Agreement, nor to recommend alterations, modifications, or amendments to any part of this Agreement provided, however, the Arbitrator may alter any discipline imposed by the Employer, including altering a discharge to a suspension if he deems it just in the circumstances.
- 10.04 The decision of the Arbitrator shall be final and binding on the Parties hereto.
- 10.05 Any grievance may be referred directly to the Arbitrator without going through the regular grievance procedure, providing both Parties to this Agreement consent to such action.
- 10.06 Each of the Parties hereto will jointly bear the expenses of the Arbitrator.

**ARTICLE 11 - DESIGNATED HOLIDAYS**

11.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

<u>Calendar Year 1992</u>	<u>Day falls on</u>	<u>Day observed on</u>
Christmas Day	Fri., Dec. 25	Fri., Dec. 25
Boxing Day	Sat., Dec. 26	Mon., Dec. 28



<u>Calendar Year 1993</u>	<u>Day falls on</u>	<u>Day observed on</u>
New Year's Day	Fri., Jan. 1	Fri., Jan. 1
Good Friday	Fri., Apr. 9	Fri., Apr. 9
Victoria Day	Mon., May 24	Mon., May 24
Canada Day	Thurs., July 1	Thurs., July 1
Labour Day	Mon., Sept. 6	Mon., Sept. 6
Thanksgiving Day	Mon., Oct. 11	Mon., Oct. 11
Remembrance Day	Thurs., Nov. 11	Thurs., Nov. 11
Christmas Day	Sat., Dec. 25	Mon., Dec. 27
Boxing Day	Sun., Dec. 26	Tues., Dec. 28

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<u>Calendar Year 1994</u>	<u>Day falls on</u>	<u>Day observed on</u>
New Year's Day	Sat., Jan. 1	Mon., Jan. 3
Good Friday	Fri., Apr. 1	Fri., Apr. 1
Victoria Day	Mon., May 16	Mon., May 16
Canada Day	Fri., July 1	Fri., July 1
Labour Day	Mon., Sept. 5	Mon., Sept. 5
Thanksgiving Day	Mon., Oct. 10	Mon., Oct. 10
Remembrance Day	Fri., Nov. 11	Fri., Nov. 11
Christmas Day	Sun., Dec. 25	Tues., Dec. 27
Boxing Day	Mon., Dec. 26	Mon., Dec. 26

<u>Calendar Year 1995</u>	<u>Day falls on</u>	<u>Day observed on</u>
New Year's Day	Sun., Jan. 1	Mon., Jan. 2
Good Friday	Fri., Apr. 14	Fri., Apr. 14

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday it shall be observed as such under the terms of this Agreement.

11.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 21 for all hours worked at the request of the Employer.

**ARTICLE 12 - STRIKES & LOCKOUTS**

12.01 During the term of this Agreement there shall not be any strikes or lockouts or other interference with the regular work on any job under this Agreement. All grievances and disputes will be processed in strict accordance with the provisions of this Agreement.

**ARTICLE 13 - JOB CONDITIONS**

13.01 Adequate quarters shall be provided on all jobs for men to change clothes and eat lunches. These quarters shall be heated when required and have clean adequate space for eating meals. At the request of the Foreman, hand cleaner,

paper towels and drinking water in reasonable quantities will be made available.

- 13.02 Both Parties agree to abide by the Nova Scotia Occupational Health & Safety Act and other applicable legislation. It will be the responsibility of the Union and the Employer to see that these regulations are carried out. Except where it is the responsibility of the prime contractor, toilet facilities shall be made available and water flush toilets, when and where available, where practicable, after nine (9) United Association men are working on a job site for more than two (2) weeks, will be made available.
- 13.03 The use of vehicles of any description (unless furnished by the Employer) will not be permitted for the transportation of materials and equipment. When an employee is requested to travel from one (1) job site to another, in his own vehicle, during working hours, he shall be paid the mileage allowance as set out in Article 18.02 in addition to his regular hourly wage.
- 13.04 Any employee, who has provided his current address and telephone number in writing to his Employer, and who reports to work at the designated job site, at his scheduled starting time, not having been previously notified not to report, shall receive pay for three (3) hours at his applicable rate of wages.
- 13.05 To qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 13.06 If the employee has reported for work and no work is available due to inclement weather, two (2) hours reporting pay will be allowed at the basic straight time hourly rate of wages and the employee must remain on the job site ready for work during such reporting time.
- 13.07 Employee's clothing and tools if stolen (forceable entry) or burned in the job shack shall be replaced with tools of equal value by the Employer on the recommendation of the Foreman or safety inspector.

In order to be compensated under this Article the employee shall provide a list of the employees' tools covered under this Article specifying make, model and value of the tools prior to commencement of work, such list shall be confirmed by the Foreman.

- 13.08 Employees shall be given ten (10) minutes before quitting time for the purpose of picking up and storing tools.

- 13.09 All welding gloves, work gloves, rainwear and hard hats shall be provided by the Employer at the request of the job Foreman as job conditions warrant. The employees shall be financially responsible for same, normal wear and tear excepted.
- 13.10 Should an employee's coveralls be ruined during the course of unusually dirty work on a job, they shall be replaced by the Employer at the request of the job Foreman.
- 13.11 One (1) morning break and one (1) break in the afternoon shall be provided to the employees during the normal eight (8) hour working day, provided that the employees do not leave the job and that the breaks do not exceed ten (10) minutes each. Times for break shall be 10:00 a.m. and 2:20 p.m. or as may be mutually agreed upon. Should the break jeopardize the normal progress of work (i.e. concrete pour in hand), the time shall be mutually adjusted for the employees affected. In the event of overtime, a break to be provided the employees every two (2) hours.
- 13.12 Employees required to work in excess of two (2) hours overtime shall be provided with one half ( $\frac{1}{2}$ ) hour non-paid meal break, with an adequate meal provided by the Employer at 4:30 p.m. ~~Meals shall be provided every four (4) hours thereafter up to Eight Dollars and Fifty Cents (\$8.50) per meal, or as conditions warrant. In lieu of meals, payment for same shall be included with the next regular pay.~~

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**ARTICLE 14 - WEEKLY PAY**

- 14.01 The Employers shall pay their employees by either cheque or cash every week during the regular hours of work, with the number of hours of work and all deductions clearly shown. If paid by cheque, the Employer shall pay one (1) day earlier and the cheque shall be negotiable at par.
- 14.02 Should a pay day fall on a holiday, pay will be made one (1) day earlier. No pay shall be held back for more than five (5) normal working days.
- 14.03 When an Employer lays off or dismisses an employee except for just cause or when an employee voluntarily leaves employment of his Employer, employment may be terminated by either Party when at least a two (2) hours notice is given.
- 14.04 In the event of lay off or dismissal, the employee's wages shall be available in full within two (2) full working days of the time of lay off or dismissal and at that time the employee shall receive his Unemployment Termination Slip, vacation pay and holiday pay. The Employer may post by mail to the address designated by the employee such items within

two (2) full working days of the time of lay off or dismissal. If the Employer fails to comply with the provisions hereof, the employee shall be paid an additional sum equal to eight (8) hours pay at his regular rate. Where payroll is made up on a job site, such items shall be provided on termination.

14.05 When payrolls are not distributed in accordance with Article 14.01, the employee shall receive two (2) hours pay at the basic hourly rate for each working day until the cheque is paid.

ARTICLE 15 - HOURS OF WORK

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15.01 The regular hours of work for employees shall be eight (8) hours a day, forty (40) hours a week; such work to be performed on Monday through Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., with an interval of one-half (1/2) hour for lunch, scheduled at the Employer's discretion.

15.02 Where practicable all employees shall be at their place of work at the start of the work day. The place of work is the location where their work is actually performed or the designated time office.

ARTICLE 16 - EMPLOYER CONTRIBUTIONS

16.01 Employers working under this Agreement shall remit monthly to the Administrator of Records before the fifteenth (15th) day of the month following the amounts set out in Article 17.05 and 17.06 as follows:

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	Dec. 2/92	May 1/93	May 1/94
<b>Pension Plan</b>	\$3.15	\$3.15	\$3.15
<b>Benefit Plan</b>	\$ .80	\$ .80	\$ .80
<b>Total Remittance:</b>	\$3.95	\$3.95	\$3.95

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16.02 Remittances under Article 16.01 shall be made on the forms provided and shall be sent to:

Benefit Plan Administrators  
Suite 3004, Tower 2, 7001 Mumford Road  
Halifax, Nova Scotia  
B3L 4R3  
(902) 425-3741

16.03 Employers working under this Agreement shall remit monthly to the Administrator before the fifteenth (15th) day of the month following the amounts set out in Article 19A & 19B and 20 as follows:

A. Nova Scotia & P.E.I. Joint Apprenticeship & Training Committee: ... (ARTICLE 19A)

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	Dec. 2/92	May 1/93	May 1/94
Employer Contribution	.06¢	.06¢	.06¢
Employee Deduction	.02¢	.02¢	.02¢
Total Remittance:	.08¢	.08¢	.08¢

All Employers must contribute and remit the remittances under this Article 16.03 to the Training Fund for each hour worked in that month by an employee covered by this Agreement and a completed remittance form provided by the Administrator. This contribution shall be payable to the "Nova Scotia & P.E.I. Joint Apprenticeship & Training Committee" and mailed to:

P.O. Box 188, D.M.P.S.  
Dartmouth, Nova Scotia  
B2Y 3Y3

B. U.A. Local 56 Training Fund ... (ARTICLE 19B)

	Dec. 2/92	May 1/93	May 1/94
Employer Contribution	.05¢	.05¢	.05¢

All Employers must contribute and remit the remittances under this Article 16.03 to the Training Fund for each hour worked in that month by an employee covered by this Agreement and a completed remittance form provided by the Administrator. This contribution shall be payable to the "U.A. Local 56 Training Fund" and mailed to:

3700 Kempt Road, Suite 203  
Halifax, N.S. B3K 4X8

C. Promotion, Education & Industry Improvement Fund: ... (ARTICLE 20)

	Dec. 2/92	May 1/93	May 1/94
Employer Contribution	.13¢	.13¢	.13¢

All Employers must contribute and remit the remittances under this Article **16.03** to the Promotion, Education & I.I. Fund for each hour worked in that month by an employee covered by this Agreement and a completed remittance **form** provided by the Administrator. This contribution shall be payable to the "U.A. Local **56** Promotion, Education & Industry Improvement Fund" and mailed to:

Suite **200, 5450** Cornwallis Street  
Halifax, Nova Scotia  
B3K 1A9

D. U.A. Local 56 Building Fund

	Dec. 2/92	May 1/93	May 1/94
Employee Deduction	.25¢	.25¢	.25¢

All Employers must deduct from each employee and remit each month the amounts above to the U.A. Local **56** Building Fund, for each hour worked in that month by an employee covered by this Agreement. These remittances shall be made payable to the U.A. Local 56 Building Fund "**in Trust**" to the following address:

3700 Kempt Road, Suite 203  
Halifax, Nova Scotia  
B3K 4X8

**16.04** The collection and submissions of all contributions as specified in Article **17, 18** and **19** are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a breach of this Agreement.

ARTICLE 17 - WAGES RATES, VACATION & HOLIDAY PAY, CONTRIBUTIONS - BENEFIT PLAN, PENSION PLAN, TRAINING **FUND**, PROMOTION & EDUCATION & INDUSTRY IMPROVEMENT FUND, U.A. **LOCAL 56** BUILDING **FUND**

**17.01** The wage rates considered herein are for competent skill in the work. Special rates may be established by joint action of the Bureau and the Union for employees who are handicapped by reason of age or physical disability.

**17.02** The following minimum hourly rate of wages shall apply to all journeymen plumbers, steamfitters, pipefitters and pipe welders:

**17.03** HOURLY WAGE RATES:

A. Industrial Work

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For Halifax, Hants, Colchester, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth and Digby Counties inclusive, all Industrial work regardless of monetary value:

		<u>Hourly Rate</u>	<u>V &amp; H (9%)</u>	<u>Ben.</u>	<u>Pen.</u>	<u>N.S.&amp; P.E.I. Train.</u>	<u>U.A.56 Train.</u>	<u>Promo &amp; IIF</u>	<u>Total Pack.</u>
Dec.	2/92	\$21.90	\$1.97	\$.80	\$3.15	\$.06	\$.05	\$.13	\$28.06
May	1/93	\$22.59	\$2.03	\$.80	\$3.15	\$.06	\$.05	\$.13	\$28.81
May	1/94	\$23.50	\$2.12	\$.80	\$3.15	\$.06	\$.05	\$.13	\$29.81

\*In addition to the above hourly rates & contributions, the Employer shall deduct the amounts set out in Article 16 - U.A. 56 Building Fund - .25¢ & Training Fund - .02¢.

**B. Commercial Work - Halifax County**

All commercial other than commercial repair and maintenance in Schedule "D".

		<u>Hourly Rate</u>	<u>V &amp; H (9%)</u>	<u>Ben.</u>	<u>Pen.</u>	<u>N.S.&amp; P.E.I. Train.</u>	<u>U.A.56 Train.</u>	<u>Promo &amp; IIF</u>	<u>Total Pack.</u>
Dec.	2/92	\$21.90	\$1.97	\$.80	\$3.15	\$.06	\$.05	\$.13	\$28.06 (27.06)
May	1/93	\$22.59	\$2.03	\$.80	\$3.15	\$.06	\$.05	\$.13	\$28.81
May	1/94	\$23.50	\$2.12	\$.80	\$3.15	\$.06	\$.05	\$.13	\$29.81

\*In addition to the above hourly rates & contributions, the Employer shall deduct the amounts set out in Article 16 - U.A. 56 Building Fund - .25¢ & Training Fund - .02¢.

**C. Commercial over Three Hundred Thousand (\$300,000.00) Dollars Hants, Colchester, Kings, Annapolis, Lunenburg Counties inclusive:**

All work with an accepted tender amount of Three Hundred Thousand (\$300,000.00) Dollars or more plumbing & pipefitting value construction (man hours & materials).

		<u>Hourly Rate</u>	<u>V &amp; H (9%)</u>	<u>Ben.</u>	<u>Pen.</u>	<u>N.S.&amp; P.E.I. Train.</u>	<u>U.A.56 Train.</u>	<u>Promo &amp; IIF</u>	<u>Total Pack.</u>
Dec.	2/92	\$21.90	\$1.97	\$.80	\$3.15	\$.06	\$.05	\$.13	\$28.06
May	1/93	\$22.59	\$2.03	\$.80	\$3.15	\$.06	\$.05	\$.13	\$28.81
May	1/94	\$23.50	\$2.12	\$.80	\$3.15	\$.06	\$.05	\$.13	\$29.81

\*In addition to the above hourly rates & contributions, the Employer shall deduct the amounts set out in Article 16 - U.A. 56 Building Fund - .25¢ & Training Fund - .02¢.

**D. Commercial over Three Hundred Thousand (\$300,000.00) Dollars Queens, Shelburne, Yarmouth & Digby Counties:**

All work with an accepted tender amount of Three Hundred Thousand (\$300,000.00) Dollars or more plumbing & pipefitting value construction (man hours & materials).

		<u>Hourly Rate</u>	<u>V &amp; H (9%)</u>	<u>Ben.</u>	<u>Pen.</u>	<u>N.S.&amp; P.E.I. Train.</u>	<u>U.A.56 Train.</u>	<u>Promo &amp; IIF</u>	<u>Total Pack.</u>
Dec.	2/92	\$18.87	\$1.70	\$.80	\$3.15	\$.06	\$.05	\$.13	\$24.76
May	1/93	\$19.48	\$1.75	\$.80	\$3.15	\$.06	\$.05	\$.13	\$25.42
May	1/94	\$20.28	\$1.83	\$.80	\$3.15	\$.06	\$.05	\$.13	\$26.30

\*In addition to the above hourly rates & contributions, the Employer shall deduct the amounts set out in Article 16 - U.A. 56 Building Fund - .25¢ & Training Fund - .02¢.

**E. Light Commercial & Residential Rate - Hants, Colchester, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth and Digby Counties inclusive - Article 2.02:**

Jobs with an original accepted tender amount less than Three Hundred Thousand (\$300,000.00) Dollars plumbing & pipefitting value construction (man hours & materials) under Article 2.02.

		<u>Hourly Rate</u>	<u>V &amp; H (9%)</u>	<u>Ben.</u>	<u>Pen.</u>	<u>N.S.&amp; P.E.I. Train.</u>	<u>U.A.56 Train.</u>	<u>Promo &amp; IIF</u>	<u>Total Pack.</u>
Dec.	2/92	\$17.43	\$1.57	\$.80	\$3.15	\$.06	\$.05	\$.13	\$23.19
May	1/93	\$18.00	\$1.62	\$.80	\$3.15	\$.06	\$.05	\$.13	\$23.81
May	1/94	\$18.75	\$1.69	\$.80	\$3.15	\$.06	\$.05	\$.13	\$24.63

\*In addition to the above hourly rates & contributions, the Employer shall deduct the amounts set out in Article 16 - U.A. 56 Building Fund - .25¢ & Training Fund - .02¢.

Both the Bureau and the Union agree that in the event that the rates set out under Article 17.03 (E) are not competitive with local conditions and area rates, the parties shall meet within two (2) weeks notice to adjust the total wage package as set out in 17.03 (E) to provide competitive rates for mechanical contractors.

**F. Residential Construction, Residential Repair, Commercial Repair and Commercial Maintenance, Halifax County - rates as set forth in Schedule "C" of this Agreement.**



G. Water & Sewer Pipelayers:

Halifax, Hants, Colchester, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth and Digby inclusive - Rate shall be 70% of the basic Commercial hourly rate as set forth above for the respective counties.

H. Pipe Supports:

Exclusively for the installation of freestanding pipe supports the applicable ratio of journeymen to apprentice shall be 1:2. When requested by the Employer the Union agrees to provide first or second year apprentices. This ratio applies to installation only. For fabrication the Union agrees to put in place a competitive rate.

FOR ALL GROUPS A - H:

In addition to the above hourly base rates, the Employer shall pay Vacation & Holiday pay as set out in Article 17.04 and make all Employer contributions and deductions set out in Article 16.

17.04 Vacation & Holiday Pay on all Hourly Rates set out in Article 17.03.

The Employer agrees to pay:

Vacation Pay & Holiday Pay to be paid weekly or as mutually agreed:

Vacation Pay - Six Percent (6%)  
Holiday Pay - Three Percent (3%)

*55*  
*E*

17.05 Pension Plan

The Parties hereto agree on a Pension Plan Fund as follows:

(a) The Trust Document under which the Pension Fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto:

(b) The Employer shall make contributions at the rate per hour for each hour worked as follows:

December 2, 1992 - April 30, 1995 - \$3.15

(c) The Pension Fund shall be professionally administered.

**17.06** Benefit Plan

The Parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal trustees in number and power appointed by each of the Parties hereto;
- (b) The Employer shall make contributions at the rate per hour for each hour worked as follows:  

December 2, 1992 - April 30, 1995 - Eighty Cents (80¢)
- (c) The Benefit Plan shall be professionally administered.

**17.07** Benefit Plan & Pension Plan

- (a) Each Employer shall sign a Participation Agreement as approved by the Trustees;
- (b) Neither the Union nor the Association shall incur any legal liability with regard to claims arising from the Benefit or Pension Plan;
- (c) The Parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration Trust establishing the Benefit Plan and Pension Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs;
- (d) No grievance instituted by the Board of Trustees as agent to the Parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness;
- (e) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement of the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs;

(f) Administrator - Benefit Plan Administrators  
Suite 3004, Tower 2  
7001 Mumford Road  
Halifax, Nova Scotia B3L 4R3  
(902) 425-3741

**ARTICLE 18 - TRAVELLING**

**18.01 Halifax/Dartmouth/Bedford free zone.**

There shall be a free zone for employees working within a thirty (30) kilometre radius of the centre of the Angus L, MacDonald Bridge in the County of Halifax. Travel and daily living allowance will not apply when travelling to and working within this free zone (18.01).

**18.02** Employees who travel to work in the County of Halifax outside the free zone designated in Article 18.01 return daily shall be on the job at the regular starting time and work a full eight (8) hour shift. The Employer shall pay a travel allowance from the Article 18.01 free zone limits to the job and return to the Article 18.01 free zone limits at the following rates up to a maximum of the daily living allowance as set forth in Article 18.04A.

December 2/92 - April 30/95 - \$ .33 per kilometre

**18.03** For work in the remainder of the jurisdiction outside Halifax County, there shall be a free zone for travel of a thirty (30) kilometre radius of the Town Hall (or Post Office if there is no Town Hall) of the following: Wolfville, Lawrencetown, Digby, Yarmouth, Shelburne, Liverpool and Mahone Bay. If the project is within the zone where the employee resides, no mileage will be paid. If the project is in a zone in which the employee does not reside, mileage will be paid from the edge of the zone in which the employee resides, or from zone nearest the employee's residence, to the edge of the zone in which the project is located. If the project is outside the zone, mileage will be paid from the edge of the zone in which the employee resides, or from zone nearest to his residence to the project. Mileage will be paid at the rate as indicated in 18.02 up to a maximum of the Daily Living Allowance as set out in Article 18.04 and will be based on the shortest normally travelled route.

**18.04** Employees who are sent out to work when they do not return daily shall be paid their regular rates of wages plus:

A. Daily Living Allowance of as follows:

December 2/92 - April 30/95 - \$46.00 per day worked

NC

Where an employee who is otherwise eligible for the daily living allowance works less than eight (8) hours on a given day, he shall be paid a living allowance calculated on the basis of one-eighth of the prevailing daily living allowance for every hour worked.

B. Initial and terminal travel expenses by public transportation.

18.05 The Employer shall have the option to disregard the travel allowance if suitable transportation is provided during regular working hours.

ARTICLE 19A - NOVA SCOTIA & P.E.I. JOINT APPRENTICESHIP & TRAINING COMMITTEE

19.01A Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 56 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members. Individuals who are not members of Local 56 shall pay on a fee basis.

19.02A The funds for such training shall be provided by both Employers and employees in an amount per hour, per hour worked by employees and shall be professionally administered. The Parties agree that they will consider a move to a more active competent Administrator.

19.03A The funds for such training shall be provided by both Employers and employees in an amount of Six Cents (06¢) by the Employer, and Two Cents (02¢) by the employee per hour worked by the employees, and shall be administered by the Union Local 56 and/or the Training Coordinator.

19.04A The committee shall be known as the Nova Scotia, Prince Edward Island Joint Apprenticeship & Training Committee.

19.05A The training program shall be controlled by the Training Committee as set out in the Nova Scotia & Prince Edward Island Joint Apprenticeship & Training Committee Trust Agreement.

19.06A The Employer shall deduct from all journeymen and apprentices working under the conditions of this Agreement Two Cents (02¢) per hour worked by said journeymen and/or apprentices.

19.07A The total of Eight Cents (08¢) per hour, per hour worked, by all employees working under the conditions of this Agreement shall be sent by the Employers concerned with a list of names in alphabetical order to the Nova Scotia & Prince Edward Island Joint Apprenticeship & Training Committee and/or the Training Coordinator. Cheques shall be made payable to the Nova Scotia & Prince Edward Island Joint Apprenticeship & Training Committee and mailed to P.O. **Box 188, D.M.P.S., Dartmouth, Nova Scotia, B2Y 3Y3.**

19.08A If this Committee shall cease to function by mutual agreement of all Parties concerned, all assets shall be divided as shown and returned to the contributing organizations as per the trust document.

ARTICLE 19B - U.A. LOCAL 56 TRAINING FUND

19.01B The contributions for the U.A. Local **56** Training Fund shall be Five (**5¢**) Cents per hour worked by all employees working under the terms and conditions of this Agreement. The contributions shall be sent by the Employers with a list of names in alphabetical order to the Local 56 Union Office.

The cheque shall be made payable to the U.A. Local **56** Training Program and mailed to:

3700 Kempt Road  
Halifax, Nova Scotia, **B3K 4X8**

The U.A. Local 56 Training Program shall be administered by U.A. Local **56**.

ARTICLE 20 - PROMOTION, EDUCATION AND INDUSTRY **IMPROVEMENT** FUND

**20.01** The Promotion and Education Fund has been established by the Construction Association of Nova Scotia to encourage increased employment among members of U.A. Local **56**. This Fund shall be administered by a Finance Committee appointed by the Mechanical Section of the Construction Association of Nova Scotia. One (1) Labour representative of the Provincial Joint Conference Board shall be appointed to the Finance Committee. This Promotion and Education Fund shall not intentionally be engaged in activities detrimental to U.A. Local 56, including grievance and arbitration.

**20.02** It is agreed that members of the Provincial Joint Conference Board may participate in meetings and programs of the Mechanical Section of the Construction Association of Nova Scotia on matters of mutual concern involving promotion of the trade.

- 20.03 All Employers must contribute each month to the Promotion and Education Fund and the Industry Improvement Fund a total sum equal to Thirteen (13¢) Cents for each hour paid in that month to any employee covered by this Agreement. This will be paid by cheque made out in favour of the Promotion, Education & I.I.F. Fund forwarded to the address as set out in paragraph 16.03, page 11 on or before the Fifteenth (15th) day of the following month.
- 20.04 The Industry Improvement Fund shall be administered according to the terms of an Administrative Agreement made between Construction Association of Nova Scotia and the Bureau.
- 20.05 No grievance instituted by either Party pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to the arbitrability, including any objection based on provisions of timeliness.
- 20.06 The Finance Committee agrees that should the Training Fund monies be insufficient, assistance will be given from the Promotion and Education Fund.

**ARTICLE 21 - HEIGHT PAY**

- 21.01 Anyone working on a swing staging, scaffold, ladder or bosun's chair, catwalks and platforms of a temporary nature in a free fall area shall receive the following premiums above the regular rate of pay per hour:
  - 50' - 99' ... Fifty (50¢) Cents per hour
  - 100' and over ... Seventy-Five (75¢) Cents per hour

52/19

**ARTICLE 22 - OVERTIME & SHIFT WORK**

37) A-B-C-D-E / 10

- 22.01 Overtime: All work performed outside the regular hours of work, including Saturdays, Sundays and holidays, shall be paid at double (2x) the regular rate of pay.
- 22.02 Shift Work: Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive normal work days.

The first, or day shift, shall work a regular eight (8) hour shift as outlined in Article 15 of this Agreement. If two (2) or more shifts are worked, the second and third shifts shall be eight (8) hours for which each employee shall receive pay for the hours worked plus Fifteen Percent (15%) for hours worked to 12:00 Midnight and Twenty Percent (20%) for hours worked from 12:00 Midnight to 8:00 a.m. Applicable shift premiums will be paid for all shift work.

44/401500  
45/402000

Hours worked in excess of eight (8) hours within any shift will be paid double (2x) the regular rate of pay plus shift premium for hours worked.

i.e. 8:00 a.m. to 4:30 p.m. - regular rate  
 4:30 p.m. to 12:00 Midnight - premium 15%  
 12:00 Midnight to end of shift - premium 20%

Shift premiums paid will not be **doubled** on overtime work.

**ARTICLE 23 - APPRENTICESHIP**

23.01 The provisions herein shall be referred to the Joint Conference Board for study.

23.02 The minimum rate of wages for persons employed in the plumbing and pipefitting trades under an Apprenticeship Agreement in accordance with the provisions of the Apprenticeship Act shall be as follows:

**Note:** From the total of hourly wage rate & vacation & holiday pay the Employer shall deduct the amounts set out in Article 16.03, Training Fund (020) and the U.A. Local 56 Building Fund (25¢).

**Apprentice Rates for Industrial Work for Halifax, Hants, Colchester, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth & Digby Counties & Commercial Work - Halifax County & Commercial over Three Hundred Thousand (\$300,000.00) Dollars Hants, Colchester, Kings, Annapolis, Lunenburg Counties inclusive:**

**THE 9TH & 10TH APPRENTICESHIP LEVELS IN ALL CATEGORIES LISTED BELOW SHALL APPLY ONLY TO APPRENTICES WHO STARTED THE APPRENTICESHIP PROGRAM SUBSEQUENT TO DECEMBER 2, 1992.**

December 2, 1992

Hours	Hourly Rate	V & H (9%)	Ben.	Pen.	N.S. & U.A.		Promo & IIF	Total Pack.
					P.E.I. Train.	56 Train.		
1st 0 - 1000 hrs	\$ 8.59	\$ .77	\$.80	\$3.15	\$.06	\$.05	\$.13	\$13.55
2nd 1000 - 2000 hrs	\$ 9.78	\$ .88	\$.80	\$3.15	\$.06	\$.05	\$.13	\$14.85
3rd 2000 - 3000 hrs	\$10.99	\$ .99	\$.80	\$3.15	\$.06	\$.05	\$.13	\$16.17
4th 3000 - 4000 hrs	\$12.18	\$1.10	\$.80	\$3.15	\$.06	\$.05	\$.13	\$17.47
5th 4000 - 5000 hrs	\$13.39	\$1.21	\$.80	\$3.15	\$.06	\$.05	\$.13	\$18.79
6th 5000 - 6000 hrs	\$14.60	\$1.31	\$.80	\$3.15	\$.06	\$.05	\$.13	\$20.10
7th 6000 - 7000 hrs	\$15.80	\$1.42	\$.80	\$3.15	\$.06	\$.05	\$.13	\$21.41
8th 7000 - 8000 hrs	\$16.99	\$1.53	\$.80	\$3.15	\$.06	\$.05	\$.13	\$22.71
9th 8000 - 9000 hrs	\$18.06	\$1.62	\$.80	\$3.15	\$.06	\$.05	\$.13	\$23.87
10th 9000 - 10,000 hrs	\$19.33	\$1.74	\$.80	\$3.15	\$.06	\$.05	\$.13	\$25.26

May 1, 1993

			Hourly	V & H			N.S.&	U.A.		
			Rate	(9%)	Ben.	Pen.	P.E.I.	56	Promo	Total
							Train.	Train.	& IIF	Pack.
Hours										
1st	0 -	1000 hrs	\$ 8.90	\$ .80	\$.80	\$3.15	\$.06	\$.05	\$.13	\$13.89
2nd	1000 -	2000 hrs	\$10.13	\$ .91	\$.80	\$3.15	\$.06	\$.05	\$.13	\$15.23
3rd	2000 -	3000 hrs	\$11.37	\$1.02	\$.80	\$3.15	\$.06	\$.05	\$.13	\$16.58
4th	3000 -	4000 hrs	\$12.60	\$1.13	\$.80	\$3.15	\$.06	\$.05	\$.13	\$17.92
5th	4000 -	5000 hrs	\$13.84	\$1.25	\$.80	\$3.15	\$.06	\$.05	\$.13	\$19.28
6th	5000 -	6000 hrs	\$15.08	\$1.36	\$.80	\$3.15	\$.06	\$.05	\$.13	\$20.63
7th	6000 -	7000 hrs	\$16.31	\$1.47	\$.80	\$3.15	\$.06	\$.05	\$.13	\$21.97
8th	7000 -	8000 hrs	\$17.54	\$1.58	\$.80	\$3.15	\$.06	\$.05	\$.13	\$23.31
9th	8000 -	9000 hrs	\$18.64	\$1.68	\$.80	\$3.15	\$.06	\$.05	\$.13	\$24.51
10th	9000 -	10,000 hrs	\$19.95	\$1.80	\$.80	\$3.15	\$.06	\$.05	\$.13	\$25.94

May 1, 1994

			Hourly	V & H			N.S.&	U.A.		
			Rate	(9%)	Ben.	Pen.	P.E.I.	56	Promo	Total
							Train.	Train.	& IIF	Pack.
Hours										
1st	0 -	1000 hrs	\$ 9.31	\$ .84	\$.80	\$3.15	\$.06	\$.05	\$.13	\$14.34
2nd	1000 -	2000 hrs	\$10.59	\$ .95	\$.80	\$3.15	\$.06	\$.05	\$.13	\$15.73
3rd	2000 -	3000 hrs	\$11.87	\$1.07	\$.80	\$3.15	\$.06	\$.05	\$.13	\$17.13
4th	3000 -	4000 hrs	\$13.15	\$1.18	\$.80	\$3.15	\$.06	\$.05	\$.13	\$18.52
5th	4000 -	5000 hrs	\$14.44	\$1.30	\$.80	\$3.15	\$.06	\$.05	\$.13	\$19.93
6th	5000 -	6000 hrs	\$15.72	\$1.42	\$.80	\$3.15	\$.06	\$.05	\$.13	\$21.33
7th	6000 -	7000 hrs	\$17.00	\$1.53	\$.80	\$3.15	\$.06	\$.05	\$.13	\$22.72
8th	7000 -	8000 hrs	\$18.28	\$1.64	\$.80	\$3.15	\$.06	\$.05	\$.13	\$24.11
9th	8000 -	9000 hrs	\$19.42	\$1.75	\$.80	\$3.15	\$.06	\$.05	\$.13	\$25.36
10th	9000 -	10,000 hrs	\$20.78	\$1.87	\$.80	\$3.15	\$.06	\$.05	\$.13	\$26.84

Apprentice Rates for Commercial over Three Hundred Thousand (\$300,000.00) Dollars Queens, Shelburne, Yarmouth & Digby Counties:

THE 9TH & 10TH APPRENTICESHIP LEVELS IN ALL CATEGORIES LISTED BELOW SHALL APPLY ONLY TO APPRENTICES WHO STARTED THE APPRENTICESHIP PROGRAM SUBSEQUENT TO DECEMBER 2, 1992.

December 2, 1992

			Hourly	V & H			N.S.&	U.A.		
			Rate	(9%)	Ben.	Pen.	P.E.I.	56	Promo	Total
							Train.	Train.	& IIF	Pack.
Hours										
1st	0 -	1000 hrs	\$ 7.64	\$ .69	\$.80	\$3.15	\$.06	\$.05	\$.13	\$12.52
2nd	1000 -	2000 hrs	\$ 8.73	\$ .79	\$.80	\$3.15	\$.06	\$.05	\$.13	\$13.71
3rd	2000 -	3000 hrs	\$ 9.83	\$ .89	\$.80	\$3.15	\$.06	\$.05	\$.13	\$14.91
4th	3000 -	4000 hrs	\$10.92	\$ .99	\$.80	\$3.15	\$.06	\$.05	\$.13	\$16.10
5th	4000 -	5000 hrs	\$12.02	\$1.08	\$.80	\$3.15	\$.06	\$.05	\$.13	\$17.29
6th	5000 -	6000 hrs	\$13.12	\$1.18	\$.80	\$3.15	\$.06	\$.05	\$.13	\$18.49
7th	6000 -	7000 hrs	\$14.21	\$1.28	\$.80	\$3.15	\$.06	\$.05	\$.13	\$19.68
8th	7000 -	8000 hrs	\$15.32	\$1.38	\$.80	\$3.15	\$.06	\$.05	\$.13	\$20.89
9th	8000 -	9000 hrs	\$15.47	\$1.39	\$.80	\$3.15	\$.06	\$.05	\$.13	\$21.05
10th	9000 -	10,000 hrs	\$16.60	\$1.49	\$.80	\$3.15	\$.06	\$.05	\$.13	\$22.28



May 1, 1993

			Hourly	V & H			N.S.&	U.A.		
			Rate	(9%)	Ben.	Pen.	P.E.I.	56	Promo	Total
							Train.	Train.	& IIF	Pack.
Hours										
1st	0 -	1000 hrs	\$ 7.92	\$ .71	\$.80	\$3.15	\$.06	\$.05	\$.13	\$12.82
2nd	1000 -	2000 hrs	\$ 9.04	\$ .81	\$.80	\$3.15	\$.06	\$.05	\$.13	\$14.04
3rd	2000 -	3000 hrs	\$10.17	\$ .91	\$.80	\$3.15	\$.06	\$.05	\$.13	\$15.27
4th	3000 -	4000 hrs	\$11.29	\$1.02	\$.80	\$3.15	\$.06	\$.05	\$.13	\$16.50
5th	4000 -	5000 hrs	\$12.41	\$1.12	\$.80	\$3.15	\$.06	\$.05	\$.13	\$17.72
6th	5000 -	6000 hrs	\$13.54	\$1.22	\$.80	\$3.15	\$.06	\$.05	\$.13	\$18.95
7th	6000 -	7000 hrs	\$14.67	\$1.32	\$.80	\$3.15	\$.06	\$.05	\$.13	\$20.18
8th	7000 -	8000 hrs	\$15.81	\$1.42	\$.80	\$3.15	\$.06	\$.05	\$.13	\$21.42
9th	8000 -	9000 hrs	\$15.98	\$1.44	\$.80	\$3.15	\$.06	\$.05	\$.13	\$21.61
10th	9000 -	10,000 hrs	\$17.14	\$1.54	\$.80	\$3.15	\$.06	\$.05	\$.13	\$22.87

May 1, 1994

			Hourly	V & H			N.S.&	U.A.		
			Rate	(9%)	Ben.	Pen.	P.E.I.	56	Promo	Total
							Train.	Train.	& IIF	Pack.
Hours										
1st	0 -	1000 hrs	\$ 8.28	\$ .75	\$.80	\$3.15	\$.06	\$.05	\$.13	\$13.22
2nd	1000 -	2000 hrs	\$ 9.44	\$ .85	\$.80	\$3.15	\$.06	\$.05	\$.13	\$14.48
3rd	2000 -	3000 hrs	\$10.61	\$ .95	\$.80	\$3.15	\$.06	\$.05	\$.13	\$15.75
4th	3000 -	4000 hrs	\$11.78	\$1.06	\$.80	\$3.15	\$.06	\$.05	\$.13	\$17.03
5th	4000 -	5000 hrs	\$12.93	\$1.17	\$.80	\$3.15	\$.06	\$.05	\$.13	\$18.29
6th	5000 -	6000 hrs	\$14.11	\$1.27	\$.80	\$3.15	\$.06	\$.05	\$.13	\$19.57
7th	6000 -	7000 hrs	\$15.28	\$1.37	\$.80	\$3.15	\$.06	\$.05	\$.13	\$20.84
8th	7000 -	8000 hrs	\$16.45	\$1.48	\$.80	\$3.15	\$.06	\$.05	\$.13	\$22.12
9th	8000 -	9000 hrs	\$16.67	\$1.50	\$.80	\$3.15	\$.06	\$.05	\$.13	\$22.36
10th	9000 -	10,000 hrs	\$17.86	\$1.61	\$.80	\$3.15	\$.06	\$.05	\$.13	\$23.66

Apprentices Rates for Light Commercial & Residential - Hants, Colchester, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth & Digby Counties inclusive:

THE 9TH & 10TH APPRENTICESHIP LEVELS IN ALL CATEGORIES LISTED BELOW SHALL APPLY ONLY TO APPRENTICES WHO STARTED THE APPRENTICESHIP PROGRAM SUBSEQUENT TO DECEMBER 2, 1992.

December 2, 1992

			Hourly	V & H			N.S.&	U.A.		
			Rate	(9%)	Ben.	Pen.	P.E.I.	56	Promo	Total
							Train.	Train.	& IIF	Pack.
Hours										
1st	0 -	1000 hrs	\$ 6.81	\$ .61	\$.80	\$3.15	\$.06	\$.05	\$.13	\$11.61
2nd	1000 -	2000 hrs	\$ 7.80	\$ .70	\$.80	\$3.15	\$.06	\$.05	\$.13	\$12.69
3rd	2000 -	3000 hrs	\$ 8.76	\$ .79	\$.80	\$3.15	\$.06	\$.05	\$.13	\$13.74
4th	3000 -	4000 hrs	\$ 9.74	\$ .88	\$.80	\$3.15	\$.06	\$.05	\$.13	\$14.81
5th	4000 -	5000 hrs	\$10.72	\$ .97	\$.80	\$3.15	\$.06	\$.05	\$.13	\$15.88
6th	5000 -	6000 hrs	\$11.71	\$1.05	\$.80	\$3.15	\$.06	\$.05	\$.13	\$16.95
7th	6000 -	7000 hrs	\$12.69	\$1.14	\$.80	\$3.15	\$.06	\$.05	\$.13	\$18.02
8th	7000 -	8000 hrs	\$13.67	\$1.23	\$.80	\$3.15	\$.06	\$.05	\$.13	\$19.09
9th	8000 -	9000 hrs	\$14.24	\$1.28	\$.80	\$3.15	\$.06	\$.05	\$.13	\$19.71
10th	9000 -	10,000 hrs	\$15.30	\$1.38	\$.80	\$3.15	\$.06	\$.05	\$.13	\$20.87

May 1, 1993

		Hourly V & H				N.S. & U.A.				Total
		Rate	(9%)	Ben.	Pen.	P.E.I. Train.	56 Train.	Promo & IIF	Pack.	
Hours										
1st	0 - 1000 hrs	\$ 7.06	\$ .64	\$.80	\$3.15	\$.06	\$.05	\$.13		\$11.89
2nd	1000 - 2000 hrs	\$ 8.08	\$ .73	\$.80	\$3.15	\$.06	\$.05	\$.13		\$13.00
3rd	2000 - 3000 hrs	\$ 9.07	\$ .82	\$.80	\$3.15	\$.06	\$.05	\$.13		\$14.08
4th	3000 - 4000 hrs	\$10.08	\$ .91	\$.80	\$3.15	\$.06	\$.05	\$.13		\$15.18
5th	4000 - 5000 hrs	\$11.09	\$1.00	\$.80	\$3.15	\$.06	\$.05	\$.13		\$16.28
6th	5000 - 6000 hrs	\$12.10	\$1.09	\$.80	\$3.15	\$.06	\$.05	\$.13		\$17.38
7th	6000 - 7000 hrs	\$13.12	\$1.18	\$.80	\$3.15	\$.06	\$.05	\$.13		\$18.49
8th	7000 - 8000 hrs	\$14.13	\$1.27	\$.80	\$3.15	\$.06	\$.05	\$.13		\$19.59
9th	8000 - 9000 hrs	\$14.73	\$1.32	\$.80	\$3.15	\$.06	\$.05	\$.13		\$20.24
10th	9000 - 10,000 hrs	\$15.82	\$1.42	\$.80	\$3.15	\$.06	\$.05	\$.13		\$21.43

May 1, 1993

		Hourly V & H				N.S. & U.A.				Total
		Rate	(9%)	Ben.	Pen.	P.E.I. Train.	56 Train.	Promo & IIF	Pack.	
Hours										
1st	0 - 1000 hrs	\$ 7.40	\$ .67	\$.80	\$3.15	\$.06	\$.05	\$.13		\$12.26
2nd	1000 - 2000 hrs	\$ 8.46	\$ .76	\$.80	\$3.15	\$.06	\$.05	\$.13		\$13.41
3rd	2000 - 3000 hrs	\$ 9.49	\$ .85	\$.80	\$3.15	\$.06	\$.05	\$.13		\$14.53
4th	3000 - 4000 hrs	\$10.53	\$ .95	\$.80	\$3.15	\$.06	\$.05	\$.13		\$15.67
5th	4000 - 5000 hrs	\$11.58	\$1.04	\$.80	\$3.15	\$.06	\$.05	\$.13		\$16.81
6th	5000 - 6000 hrs	\$12.62	\$1.14	\$.80	\$3.15	\$.06	\$.05	\$.13		\$17.95
7th	6000 - 7000 hrs	\$13.69	\$1.23	\$.80	\$3.15	\$.06	\$.05	\$.13		\$19.11
8th	7000 - 8000 hrs	\$14.73	\$1.33	\$.80	\$3.15	\$.06	\$.05	\$.13		\$20.25
9th	8000 - 9000 hrs	\$15.37	\$1.38	\$.80	\$3.15	\$.06	\$.05	\$.13		\$20.94
10th	9000 - 10,000 hrs	\$16.50	\$1.48	\$.80	\$3.15	\$.06	\$.05	\$.13		\$22.17

23.03 These rates shall apply only upon fulfilment of the conditions set forth in the Apprenticeship Act and the satisfactory completion of required apprenticeship courses and exams.

23.04 Certificates of Qualification obtained by individuals through on-the-job apprenticeship under this Agreement shall be issued by the Department of Education. All Certificates of Competency shall receive special recognition and consideration by the Employers with respect to individual assignments, transfers and promotions.

23.05 An apprentice who has successfully started his final year and completed the requirements under Article 23.03 shall be classed as a junior journeyman. The number of apprentices who may be employed shall not exceed one (1) apprentice if there is only one (1) journeyman employed by the company, plus one (1) additional apprentice for every four (4) additional journeymen. One (1) junior journeyman will be allowed for each five (5) journeymen.

- 23.06 An apprentice must attend at least 75% school classes or be discharged by the Employer and have his Union membership withdrawn by the Union from further employment.
- 23.07 On no account will Employers promote apprentices in charge of or to direct journeymen unless apprentices are in possession of Certificates of Qualification from the Department of Education and/or City of Halifax, and/or City of Dartmouth Plumbers Examining Boards.

#### ARTICLE 24 - UNION SECURITY AND CHECK-OFF

- 24.01 The Employer agrees to apply to the Union having proper jurisdiction over the work involved when workmen are required. If the Union cannot supply men, the Employer may employ other men who are willing and eligible to become members of the Union within three (3) months. The Union likewise agrees to work only for contractors who are recognized by the Union and named pursuant to Article 3 of this Agreement. There shall be a form known as a "Work Referral Slip". This is to be issued by the Local Union to members when they have secured a job, either through the Local Union office or their own solicitation. Employers may only hire those members who tender a Work Referral Slip before commencing employment. The Employer shall retain the right to reject any applicant referred by the Union (except as set out under Article 24A below) and, furthermore, the Employer shall have the right to determine the competency and qualifications of such applicant.
- 24.02 Men who are willing and eligible to become members of the Union within three (3) months, said men shall report to the Union and procure a Work Referral Slip before commencing employment. Such a Work Referral Slip shall not be unreasonably withheld by the Union. These men will be required to pay Dues in accordance with rates set by the Union. Upon receipt of a written assignment from an employee, the Employer concerned will deduct Union Dues weekly and will remit once a month to the duly designated officer of Local 56, accompanied by an alphabetical list of names on behalf of whom such deductions have been made.
- 24.03 When travel card members or potential members are employed and members in good standing of Local 56 become available, travel card or potential members shall be replaced by qualified members of Local 56.
- 24.04 The Employers shall hire employees over the age of fifty (50) at a ratio of one to ten (1:10) on a company basis.

#### ARTICLE 24A - HIRING RATIO

- 24A.01 On all industrial projects (as defined in "Definitions" of this Agreement) the journeyman workforce shall be recruited on a one to one (1:1) ratio, except for non-working supervision, and "core group" employees (if applicable).

24A.02 On all projects with an original accepted tender value (man hours and material, plumbing and heating only) of One Million Dollars (\$1,000,000.00) or more, the journeyman workforce shall be recruited on a one to one (1:1) ratio, except for non-working supervision, and "core group" employees (if applicable). If requested contractors agree to produce a break down of the Plumbing & Pipefitting construction separate from other trades.

24A.03 The one to one (1:1) ratio shall operate as follows:

1 man named by the Union,  
1 man free hire,  
1 man named by the Union,  
1 man free hire,  
Formula to repeat.

24A.04 Each Employer is entitled to a "core group" of five (5) employees, and these shall be the first five (5) employees in the Employer's workforce.

24A.05 For purposes of clarification and example, the "core group" and hiring ratio provisions of 24A.03 shall apply as follows:

- (i) After the core group is exhausted by the Employer every even numbered employee on hiring ratio projects will be named by the Union and every odd numbered employee will be named by the Employer.
- (ii) The Employer shall have the right to transfer employees that have been in the employ of the Employer for fourteen (14) calendar days or more.

24A.06 A hiring ratio project is a project described in Article 24A.01 or Article 24A.02 above.

24A.07 If the Union so requests, an Employer will be required to demonstrate that on a given project, the original accepted tender value (man hours and material, plumbing and heating only) is less than One Million Dollars (\$1,000,000.00).

#### **ARTICLE 25 - WORK AFTER HOURS**

25.01 No member of Local Union 56 will do any plumbing, steamfitting, pipefitting or other connected work for any person or persons other than their regular Employer or Employers after the regular working hours laid down in this Agreement. Employees who violate this rule may be disciplined or discharged.

#### **ARTICLE 26 - TOOLS AND EQUIPMENT**

26.01 Each journeyman shall equip himself with a complete set of tools suitable to his profession that will be his own property and these tools shall be as near as possible to those listed in Schedule "B"



attached hereto and forming part hereof, subject to the adjustments to be made and agreed upon by the Joint Conference Board.

**ARTICLE 27 - PROVINCIAL JOINT CONFERENCE BOARD**

27.01 The Provincial Joint Conference Board shall meet quarterly to provide an exchange of ideas and opinions so that the purpose of this Agreement may be more easily achieved and so that the mechanical industry may be advanced and promoted. The Board shall consist of Management and Labour representatives in equal power and number. The Labour representatives shall represent Locals **56, 244 and 682**. The Management representatives shall represent each of the three (3) geographical areas.

**ARTICLE 28 - SUB-CONTRACTING**

28.01 Should the Employer sub-contract work which, if not sub-contracted, would be normally performed under the terms of this Agreement, the sub-contractor will be advised in writing that he is to abide by the terms and conditions of this Agreement.

**ARTICLE 29 - TERM OF AGREEMENT**

29.01 Terms of Agreement shall remain in force from the date of signing to the 30th day of April 1995. Should either Party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) days notice in writing prior to the termination of this Agreement with the proposed changes attached. Provided no such notice is given by either Party sixty (60) days prior to April 30, 1995, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.

**ARTICLE 30 - SIGNATORIES**

30.01 Signed on behalf of the Parties to this Agreement, this 15th day of February, 1993.

FOR THE CONSTRUCTION MANAGEMENT  
BUREAU LIMITED

FOR THE UNITED ASSOCIATION OF  
JOURNEYMEN & APPRENTICES OF THE  
PLUMBING, STEAMFITTING AND PIPE-  
FITTING INDUSTRY OF THE UNITED  
STATES AND CANADA, LOCAL NO. 56

R.M. Chisholm

James B. Henley

Hugh A.R. Simpson

Bruce Macdonald

Ancus Ross

WITNESS

**DEFINITIONS**

Industrial Plumbing & Pipefitting Definitions

The following definitions apply whenever the defined terms are used in this Agreement:

- BUREAU: means the Construction Management Bureau Limited.
- BUSINESS AGENT: means the official appointed by Local Union 56 whose duties are to represent the employees in matters relating to this Agreement.
- UNION: means Local Union No. 56, United Association of Journeymen and Apprentices of the Plumbing, Steamfitting and Pipefitting Industry of the United States and Canada.
- EMPLOYEE: means a person working at the plumbing, steamfitting, general pipefitting and welding trade for **an Employer on any job in** the area covered by this Agreement.
- EMPLOYER: means an individual mechanical contracting Employer who is a Party to this Agreement and who employs such employees.
- JOB: means an individual construction project undertaken by contract between an Employer and an Owner.
- STEWARD: means an employee working on the job duly authorized by the Union to represent all the employees working thereon who fall within the scope of this Agreement and to speak for them on matters pertaining to this Agreement.
- SUPERINTENDENT: means the appointed official of the Employer who has on-the-job authority for the progress of the work.
- TRADE: means the plumbing, steamfitting and pipefitting trade.

- FOREMAN: means a qualified journeyman who has the ability to accept responsibility, to take charge of the employees engaged in the work of the Employer and/or in laying out such work and has been appointed Foreman by his Employer, and must be a member of Local Union 56.
- COMMERCIAL PLUMBING AND PIPEFITTING: means all plumbing and pipefitting not covered under the definition of Industrial Plumbing and Pipefitting, including but not limited to the installation service and repair of any plumbing and pipefitting work in dwelling houses, apartment buildings, commercial buildings, factories, light industry, stores, shopping centres and/or all buildings that would normally be occupied for domestic, commercial and institutional purposes.
- INDUSTRIAL PLUMBING AND PIPEFITTING: industrial projects shall be considered to AND be the construction of mechanical systems performed as part of on-site fabrication, construction, erection and major maintenance of all heavy industrial developments such as oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, breweries. (Fish plants accepted trade contract price Two Hundred Thousand **(\$200,000.00)** Dollars or more.)

SCHEDULE "A"

INDUSTRIAL PROJECTS

Industrial Plumbing & Pipefitting Definitions

INDUSTRIAL PLUMBING AND PIPEFITTING

Industrial projects shall be considered to be the construction of mechanical systems performed as part of on-site fabrication, construction, erection and major maintenance of all heavy industrial developments such as oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mill, breweries. (Fish plants accepted trade contract price Two Hundred Thousand (\$200,000.00) Dollars or more.)

1. Quarters

Adequate quarters shall be provided on all jobs for men to change clothes and eat lunches. These quarters shall be heated when required and have clean adequate space for eating meals. There shall be separate quarters to be for U.A. men only if fifty (50) or more men are employed on one (1) project by an Employer. Except where it is the responsibility of the prime contractor, water flush toilets, when and where available, where practical, after nine (9) men are working on a job site for more than two (2) weeks will be made available. These quarters will be kept clean by U.A. men on the job site daily if for their own use.

2. Reporting Time

Any employee after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for three (3) hours at the regular rate of wages unless he has been notified not to report. Any employee who reports for work and for whom no work is provided shall receive not less than four (4) hours pay. Payment for work beyond four (4) hours will be for actual hours worked. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the Employer other than climatic conditions, or when an employee leaves work of his own accord.

In order to qualify for reporting time, an employee must remain on the job and be available for work during the period of such reporting time.

The Employer shall determine when weather conditions on the job are such that the men shall or shall not work.

When reporting for work and the employee is prevented from commencing work due to climatic conditions, he shall receive two (2) hours reporting time, provided he remains on the project for the two (2) hours or is released by the Employer.



### 3. Weather Gear

At the discretion of the Employer's job Foreman, where conditions on a job make it necessary, rain suits and rubber boots will be supplied at no charge to employees. Such wet weather gear to be returned to the stores on termination of the employee in good condition, reasonable wear and tear or accidental damage accepted.

### 4. Tools

Each man shall provide a Twelve Foot (12') tape.

### 5. Abnormal Conditions

Employees working under abnormal conditions involving such things as gas, extreme heat, excessive dirt, prefab or installation of fiberglass, and similar physical circumstances which make the work unusually exhausting, distasteful or hazardous, shall be paid Five Percent (5%) above the hourly rate of pay. The question of whether or not the conditions are abnormal shall be subject to the available grievance and arbitration procedures.

### 6. Break Periods

Where regulations of the Owner are restrictive as to location of work breaks, then the Employer agrees that the break periods will be extended to suit such job conditions.

### 7. Travel & Living Allowance

#### A. Initial and Terminal Travel Time and Transportation

When an employee is instructed by the Employer to report to a job location which necessitates transportation and travelling time, he shall receive economy airline and/or other public transportation fare or the equivalent when necessary. In such instance, the employee will be compensated at his single hourly rate not exceeding eight (8) hours for such travelling time in a twenty-four (24) hour period.

Any employee, after having been instructed by the Employer to report for work shall qualify for travelling time and travel expenses one (1) way from the point of origin to the job on the completion of thirty (30) calendar days employment. Welders who have been certified by the Provincial Department of Labour within the previous twelve (12) months and who fail to pass the Employer's welding test shall qualify regardless of the thirty (30) day time limit.

An employee, after having been instructed by the Employer to report for work shall be entitled to return travel expenses and travel time to the point of origin on the completion of ninety (90) calendar days employment.

An employee shall be entitled to travelling time and expenses from the point of origin to the job site and/or return to the point of origin if his employment has been terminated for **the** following reasons, regardless of duration of employment:

- (a) if he has been laid off;
- (b) if the job has been completed;
- (c) if he has been granted permission by the Employer to leave before completion.

If his employment is terminated for just cause or the employee leaves of his own accord before having qualified for travel expenses and travelling time to and/or from the job, he shall not be entitled to receive the cost of such travel expenses and travelling time. After qualifying for return travelling time and transportation, if the employee voluntarily terminates his employment, he will not be paid travelling time or transportation for any subsequent trips to the job except at the Employer's discretion.

#### B. Travel/Living Allowances

For projects within a thirty-five (35) mile radius of the Angus L. MacDonald Bridge in Halifax an employee will be paid a mileage allowance from the Halifax or Dartmouth city limits to the job site by the shortest normally travelled route at the following rates:

December 2, 1992 - April 30, 1995 ... Thirty-Three (33¢) Cents per kilometer

For projects outside the thirty-five (35) mile radius of the Angus L. Macdonald Bridge a living allowance of Two Hundred & Ten Dollars (\$210.00) week, for five (5) full days worked or Two Hundred & Ninety-Four Dollars (\$294.00) per week if six (6) full days worked will be paid. If an employee misses any part of a day he shall not receive his allowance for that day unless he has a medical certificate.

For the period December 2, 1992 to - April 30, 1995 the living allowance will be:

5 days worked - \$230.00 per week  
6 days worked - \$322.00 per week

U.A. members on travel cards will receive the living allowances as outlined above.

If a construction camp providing room and board is available for a project the employee will live at the camp. No living allowance will be paid to the employee.

**SCHEDULE "B"**

**SUGGESTED LIST OF JOURNEYMEN TOOLS**

Plumbing, Steamfitting and Pipefitting Tools

- 1 - 8" crescent wrench
- 1 - 14" crescent wrench
- 1 - 10" pipe wrench
- 1 - 14" pipe wrench
- 1 - 18" pipe wrench
- 1 hack saw
- 1 Ball Peen hammer #1
- 1 Ball Peen hammer #2
- 1 pliers
- 1 - 9" level
- 1 - 16' or 5 meter tape measure
- 1 set streamlined copper pipe cutters to 2" or equivalent
- 1 Plumb bob
- 1 keyhole saw

Additional Plumbing Tools

- 1 joint runner to 6" size
- 3 caulking irons
- 3 packing irons
- 2 cold chisels
- 1 ladle
- 1 basin wrench

Additional Steamfitting and Pipefitting Tools

- 1 - 12" crescent wrench
- 1 set assorted Robertson screwdrivers
- 1 set assorted Phillips screwdrivers
- 1 set assorted Allen head wrenches
- 1 Rat Tail round file

Tools and equipment supplied by the Employer (such as Prestolite kit, Propane kit, etc.) shall be issued to an individual Foreman or employee who shall sign for them and be financially responsible until returned to the Employer and signed card returned to the Foreman or employee.

MECHANICAL TRADE CLASSIFICATION

(Includes Sprinkler & Pneumatic Control Systems)

Barrington & Vokey Ltd.  
Bedard Girard Enterprises  
Black & McDonald Ltd.  
Bremner's Plumbing & Heating  
Adam Clark Company Ltd.  
Comstock Canada  
English & Mould Ltd.  
Himmelman Contractors Limited  
I.C.S. Automation Inc.  
Lynk Electric Ltd.  
C.C. MacDonald Ltd.  
George McKay Heating & Plumbing  
William McKay Heating & Plumbing  
National Industrial contractors Ltd.  
North Arm Engineering Co. Ltd.  
P.F.P. Installations  
Rumley & Johnston Ltd.  
Silver & Hanifen Ltd.  
Spantec Constructors Ltd.  
Steen Contractors Ltd.  
Western Plumbing & Heating