

Bathurst

APR 13 1982

DOMESTIC AND COMMERCIAL COLLECTIVE LABOR AGREEMENT
FOR THE COUNTIES OF GLOUCESTER AND RESTIGOUCHE, N.B.

BETWEEN

MECHANICAL CONTRACTORS ASSOCIATION OF N.B. INC. hereinafter called the Employer of the first part. Gloucester and Restigouche Counties.

Local Union 512 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada hereinafter called the Union of the second part.

SOURCE	C.C.A.		
EFF.	01	05	82
TERM.	30	06	84
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS			

ARTICLE 1- PURPOSE

CLAUSE 1.01

The purpose of this agreement is to maintain harmonious relations, settle conditions of employment between the Employer and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages and to encourage efficiency in operation and to promote the morale, well being and security of all employees.

CLAUSE 1.02

This agreement shall apply only to DOMESTIC AND COMMERCIAL PLUMBING and PIPEFITTING and DOMESTIC and COMMERCIAL MAINTENANCE in Gloucester and RESTIGOUCHE COUNTIES.

ARTICLE 2- DEFINITIONS AND INTERPRETATIONS

CLAUSE 2.01

Employee means a Journeyman or Apprentice, as defined in 2.02 or 2.03

U.A. LOCAL 512
P.O. BOX 12
BATHURST, N.B. CANADA
E2A 3Z1

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CLAUSE 2.02

Journeyman plumber shall mean a person who has received a certificate of qualification in the plumbing trade or holds a valid plumbers license.

CLAUSE 2.03

Journeyman steamfitter pipefitter shall mean a person who has received a certificate or qualification in the steamfitter pipefitter trade or holds a valid steamfitter pipefitter license,

Notwithstanding the above, Journeyman steamfitter pipefitter shall also mean persons having long working experience as a steamfitter pipefitter who is recognized as a Journeyman by the trade in the province of New Brunswick, provided that since ~~Steamfitter pipefitter is~~ now designated to be certified trade as provided for in the Industrial Training and Certification Act, it will in future only mean a person who has received a certificate of qualification in the steamfitter pipefitter trade or holds a valid steamfitter pipefitter license. The Union, therefore agrees that such persons will within twelve (12) months of the time of the signing of this agreement make application for trade qualification and agree to be examined by the Department of Labour. Should he fail such examination, he shall agree to attend classes for Journeyman upgrading to enable him to meet the requirements of the Department of Labour for trade qualifications. He will continue to receive the Journeyman rate of pay while employed at the trade.

CLAUSE 2.04

Apprentice means a person who is indentured as an Apprentice in the Plumbing and Pipefitting Industry under the U.A./MCA Provincial Apprenticeship Committee of New Brunswick Canada.

CLAUSE 2.05

Working Foreman means a qualified Employee who has the ability to accept responsibility, to take charge of the actual installation of any plumbing and/or pipefitting work, In laying out; of such work for other Employees and has been appointed Working Foreman by his Employer.

CLAUSE 2.06

Non-working Foreman means a qualified Employee who has the ability to accept responsibility to take charge of the Employees engaged in the actual installation of any plumbing and/or pipefitting and/or steamfit work or in laying out of such work and has been appointed non-working Foreman by his Employer.

CLAUSE 2.07

General Foreman shall mean an **Employee** having two or more non-working Foreman under his direction.

CLAUSE 2.08

"Employer" means any person (including a partnership or corporation) who does any plumbing and pipefitting work and who is signatory to this agreement, but excludes an **Employee**.

CLAUSE 2.09

Work means plumbing, steamfitting, gasfitting, pneumatic or hydraulic pipefitting, pipe supports and brackets, instrument fitting, all process piping used above and bellow ground and under water, all heat treating and stress relieving of pipe, all welding, tacking, and burning connected with the above, and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and any other work awarded to the United Association as a jurisdictional award.

CLAUSE 2.10

DOMESTIC AND 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 and / or mechanical work in dwell: houses, apartment houses, churches, schools, hospitals, institutional buildings, commercial buildings, stores, warehouses and pumphouses and associated underground piping, shopping centres, and/or buildings that would normally be occupied for domestic, commercial and institutional purposes, all natural gas installations, and propane gas installations, on commercial and residential sites.

CLAUSE 2.11

INDUSTRIAL PLUMBING AND PIPEFITTING means all plumbing and pipefitting work required in or performed as part of fabrication, construction and erection of all heavy industrial developments, including and limited to oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear plants, heavy water plants, paper mills, pulp and sulphite mills, and industrial cotton and woolen mills, industrial breweries and new saw mills, food processing plants, textile mills, and oil terminals complexes, peat mo: processing plants and power plants, mining mills and fertilizer plants sewerage plants, water treatment plants, natural gas lines and propane pipelines, natural gas lift stations, all natural gas and propane gas installations on industrial sites.

CLAUSE 2.12

Grievance means a difference or dispute respecting the meaning or violation of any provision of this agreement.

CLAUSE 2.13

PROVINCIAL MEANS THE PROVINCE OF NEW BRUNSWICK.

CLAUSE 2.14

Strike shall be defined as in the Labour Relations Act of the Province of New Brunswick and as in the Industrial Relations Act of the Province of New Brunswick Canada.

CLAUSE 2.15

LOCK-OUT shall be defined as in the Industrial Relations Act of the Province of New Brunswick.

CLAUSE 2.16

In interpreting this Agreement the singular shall include the plural and the plural shall include the singular.

CLAUSE 2.17

In interpreting this Agreement the Union shall mean the Employee and the Employee shall mean the Union.

ARTICLE 3- RECOGNITION

CLAUSE 3.01

The Employer recognizes U.A. Local 512 as the sole bargaining unit for Plumbers, Plumber Apprentices, Steamfitter Pipefitter, Steamfitter Pipefitter Apprentices and Welders who are qualified and employed within the jurisdictional boundaries of U.A. Local 512.

CLAUSE 3.02

The Union recognizes the MECHANICAL CONTRACTORS ASSOCIATION OF N.B. INC in RESTIGOUCHE AND GLOUCESTER COUNTIES , as the sole bargaining agents for all contractors.

ARTICLE 4 - MANAGEMENT RIGHTS

CLAUSE 4.01

The Union recognizes the right of the Employer to operate and manage its business in all respects subject to the terms of this agreement.

CLAUSE 4.02

The Union acknowledges that it is the exclusive function of the Employer to promote, demote, transfer and suspend Employees and also the right of the Employer to discipline or discharge any Employee for just cause but subject to the provisions of this agreement.

CLAUSE 4.03

The Employer has the exclusive right to appoint a Foreman at the Foreman's hourly rate of wages and when required revert a Foreman back to a Journeyman's rate. Should any dispute arise on the job over the appointment or demotion of a foreman the Employees must remain on the job and at work until such dispute is settled under the GRIEVANCE AND ARBITRATION PROCEDURE,

ARTICLE 5- RESPONSIBILITIES

CLAUSE. 5.01

UNION RESPONSIBILITIES: The Union agrees that there shall be no strike, walk-out, or slowdown on the part of any Employee nor shall the Union declare walk-out, or slow-down during the term of this agreement.

CLAUSE; 5.02

It shall not be considered a violation of this agreement for Employees to refuse to cross or work behind any legal picket line.

CLAUSE 5.03

EMPLOYER RESPONSIBILITIES: The Employer agrees that there shall be no lock-out of Employees during the terms of this agreement.

CLAUSE 5.04

The Employer and the Union agree not to discriminate for reasons of race colour, creed, religion or place, of origin.

ARTICLE 6- JOINT CONFERENCE BOARD LABOUR MANAGEMENT COMMITTEE.

CLAUSE 6.01

A PROVINCIAL JOINT CONFERENCE BOARD **will** meet **composed** of representative of the **NEW BRUNSWICK PIPE TRADE** and the **MECHANICAL CONTRACTORS ASSOCIATION OF N.B. INC.** a quorum of which shall be two (2) representatives of each party and a Chairman. **This board** may establish regulation covering the conduct of such Association and Employees of members of the **MECHANICAL CONTRACTORS ASSOCIATION OF N.B. INC.**

ARTICLE 7- SECURING OF WORK.,

CLAUSE 7.01

In the event of any plumbing, **pipefitting** or welding on site, work being contracted out, all Employers shall make this collective agreement a **part** of their agreement with **the** Subcontractors.

CLAUSE 7.02

The parties shall notify **each other** of their appointments, who will **serve** until notification is given **of** their replacements. The Chairman shall be chosen from one group and the Secretary from the **other**.

ARTICLE 8- UNION SECURITY

CLAUSE 8.01

The Employer **agrees** to **give members of** the Local Union 512 within the Counties of Restigouche and Gloucester of the Province of New Brunswick first preference of **Employment**; When U.A. members are not available these non Union people are hired and then when **U.A.** members are available these non Union people **will** be replaced by U.A. members after two (2) days notice to the Employer.

CLAUSE 8.02

The Employer **agrees** that **it shall** be a condition of employment of all **Employees** subject to the terms of this agreement that, after five (5) **days** continuous employment, they shall **pay the regular Union dues**. The **Employee** agrees as a condition of employment to give written authorization that **such dues** be deducted.

CLAUSE 8.03

The Employer agrees that; all members of the Union must maintain their membership in good standing as a condition of employment,

CLAUSE 8.04

The Employer agrees to deduct from the pay of each Employee who is a member of the Union and each Employee who is not a member of the Union the monthly Union dues.

CLAUSE 8.05

Such dues shall be deducted from the pay from the company's first regular weekly pay period of each month and shall be remitted by the 30th day of the month in which they were deducted to the Secretary Treasurer of the Union or such official as is designated in writing from time to time. If such monies are not remitted by the Company in the time specified a penalty of 10% of the total unpaid monies to be remitted shall be assessed against the company.

CLAUSE 8.06

Such payments will be accompanied by a list of the names of the Employees from whom the deductions have been made on company Stationary or forms for this purpose and also by a copy of the trust fund contribution report; showing the hours each Employee has worked for that month.

ARTICLE 9 - HIRING AND TERMINATION

CLAUSE 9.01

On hiring; the Employer shall contact the Union Representative in the area where the work is being done and specify any special skills which might be required.

If after three (3) working days his request for man, or men - having such special skills has not been filled by the Local Union, and first and second preference U.A. members as outlined in Article 8.01 are not available the Employer has the right to hire such qualified U. A. members wherever available. Men supplied by the Local Union office shall report for work within four(4) days.

(CLAUSE 9.01 cont'd)

If an Employee works for a period of one year or more for a plumbing and steamfitting, pipefitting Employer who is the owner of a shop and resident of GLOUCESTER AND RESTIGOUCHE COUNTIES, within the jurisdiction of P.A. Local 512. The owner and Employer of the shop within the jurisdiction of U.A. Local 512, will have the privilege to re-hire his Employees laid-off for shortage of work, by the conditions mentioned in CLAUSE 9.01 and also by contacting U.A. Local 512. This privilege is *not* granted to Employees laid-off over a six (6) month period.

CLAUSE 9.02

The Employer agrees that no United Association member shall be hired without a work referral slip from the Union office or designated Official and the Union agrees to give a work referral slip to anyone hired under the terms of this agreement. The work referral slip shall contain the permanent address of the Employee.

CLAUSE 9.03

All Apprentices shall be employed in accordance with the provisions of the NEW BRUNSWICK INDUSTRIAL TRAINING AND CERTIFICATION ACT.

CLAUSE 9.04

The permitted ratio of Apprentices to Journeymen shall be:
RESIDENTIAL (1) one Journeyman to (1) one Apprentice, maximum two (2) apartment buildings.

Over two (2) apartment buildings and commercial buildings the ratio of Apprentices to Journeymen shall be three (3) Journeymen to one (1) Apprentice.

CLAUSE 9.05

Where employment is terminated by the Employer, the Employee shall be given at least two (2) hours notice, at the end of which time he shall be paid in full and given his unemployment separation certificate and vacation and holiday pay.

He shall be paid at his regular rate of pay until these conditions have been met except for Employees discharged for just cause, who shall be paid the following day.

CLAUSE 9.06

When employment is terminated by the Employee, he shall give eight (8) working hours notice in order to receive his earned wages in full, vacation and holiday pay, if any, and his unemployment separation certificate within eight (8) hours from time of giving notice of termination.

CLAUSE 9.07

The Employer agrees to notify the Union office or designated Officer (Shop Steward), within forty-eight (48) hours of hiring an Employee.

CLAUSE 9.08

Termination of Employee's shall be carried out in the following order:

- (1) Non union Employees hired on permits.
- (2) Travel card members from outside the Province of New Brunswick.
- (3) Travel card members within the Province of New Brunswick.
- (4) Local men within the jurisdiction of the Local Union in which the work is being performed by Local 512.

ARTICLE 10 - WORKTIME

CLAUSE 10.01

Regular working days shall be from Monday to Friday inclusive, excluding holidays. Holidays shall mean those days hereinafter specified so to be .

CLAUSE 10.02

Regular working hours which shall constitute the day shift shall be from 8:00 am to 5:00 p.m. with one hour for lunch from 12:00 noon to 1:00 p.m.

CLAUSE 10.03

When mutually agreed by the Employer and the Employees concerned, on any specific project or job, a lunch period of one half ($\frac{1}{2}$) hour may be used in which case the work day shall end at 4:30 p.m.

CLAUSE 10.04

All Employees shall be at their actual place of work at the start of the shift, shall mean the location where the work is actually being performed within the construction area. Employee not at his place of work at the start of his shift shall forfeit a minim of one (1) hour's pay.

CLAUSE 10.05

The Employer may work shift work (involving two (2) or more shifts) on a particular job.

1st Shift: 8:00 am to 4:30 p.m. with one half ($\frac{1}{2}$) hour for lunch.

2nd Shift: 4:30 p.m. to 1:00 a.m. with one half ($\frac{1}{2}$) hour for lunch.

For Employees on a three (3) shift operation the regular shifts shall be:

1st Shift: 8:00 a.m. to 4:30 p.m. with one half ($\frac{1}{2}$) hour for lunch:

2nd Shift: 4:30 p.m. to 12:30 am with one half ($\frac{1}{2}$) hour for lunch.

3rd Shift: 12:30 a.m. to 8:00 a.m. with one half ($\frac{1}{2}$) hour for lunch.

The Employer may if necessary vary the hours of the second and third shift if other than the regular shift hours on the second and/or third shift are worked. The Employer will make every effort in changing shifts not to financially disadvantage Employees required to change shifts.

CLAUSE 10.06

Employees working the ^{second} ~~first~~ shifts on a two (2) shift operation shall be paid fifteen per cent (15%) over the hourly rate.

Employees working the second and third shifts on a three shift operation shall be paid twenty per cent (20%) and thirty per cent (30%) respectively over the hourly rate.

CLAUSE 10.07

Shift work worked prior to 8:00 a.m. on Saturday or a holiday shall be considered to have been worked on the previous day.

CLAUSE 10.08

A rest; period of eight (8) hours shall prevail between work periods or overtime rates shall prevail.

CLAUSE 10.09

All overtime shall be on a strictly voluntary basis. When an Employee of his own volition declines to work overtime it shall not, be deemed a violation of the Industrial Relations Act.

CLAUSE 10.10

The following days shall be classed as holidays:

New years day	Thanksgiving day
Good Friday	Labour day
Victoria day	Remembrance day
Dominion day	Christmas day
Boxing day	New Brunswick day
	Easter Monday

CLAUSE 10.11

Holidays shall also include such days as may be proclaimed by the Federal or Provincial Authority as a holiday.

In the event that any such day falls on a Saturday or Sunday, the following Monday shall be deemed the holiday.

CLAUSE 10.12

Overtime work done on Domestic and Commercial work, on a regular working day outside of the regular working hours or in the case of shift work being used, outside of the shift hours or on Saturday or Sunday, shall constitute over-time.

CLAUSE 10.13

Overtime work done on Domestic and Commercial work, on a regular working day outside of the regular working hours or in the case of shift work being used, Saturday, Sunday and holiday, shall constitute overtime double the regular rate of pay.

CLAUSE 10.14

Overtime work in emergency pertains only to these buildings, private homes or apartment buildings where people are residing in case of emergency repair where life may be in danger or damage to property, shall be paid at the rate of one and one half (1½) the regular rate of pay.

ARTICLE 11 - RATES OF PAY

CLAUSE 11.01

Basic hourly rates of pay of Journeymen shall be as follows and effective from, for the counties of Gloucester and Restigouche:

May 1, 1982 to April 30, 1983 ----- \$12.50 per hour
May 1, 1983 to June 30, 1984 ----- \$14.00 per hour

CLAUSE 11.02

The hourly rate of pay for an Apprentice shall conform with the schedule proclaimed under the Provincial Apprenticeship Act.

CLAUSE 11.03

The hourly rate of pay for Foreman shall be a minimum of two (2) dollars above the hourly Journeyman rate.

CLAUSE 11.04

The hourly rate for GENERAL FOREMAN shall be a minimum of two (2) dollars above the hourly Journeymen rate.

CLAUSE 11.05

Should it become necessary to work through the meal hours, double time rates shall apply and shall continue until an appropriate meal hour is given.

ARTICLE 12 - TIME AND METHOD OF PAY'

CLAUSE 12.01

Wages are to be paid weekly, by cheque or cash.

CLAUSE 12.02

All cheques must be negotiable at par at the bank or banks nearest the job site or place of work.

Non New Brunswick Contractors will establish a payroll office in the Province of NEW BRUNSWICK, CANADA.

CLAUSE 12.03

The Employer shall pay each Employee either cash or cheque every week during the regular hours of work. All deductions must be clearly shown. If paid by cheque, the Employer shall pay on Thursday of each week. If paid by cash, the Employee shall be paid on Friday. If a holiday should fall on Friday then the Employee shall be paid by cheque on Wednesday or by cash on Thursday. If cheques fail to arrive in time, then sufficient time or suitable arrangements must be provided to cash same. If cheques are mailed or other transportation to send cheques or cash, and not received on time as specified in article 12.03 two (2) hours of pay shall be added over the Employees forty (40) hours for that week for Employees involved, if pay is not there on the specified time mentioned in CLAUSE 12.03.

CLAUSE 12.04

Room and board, travelling time or any expenses incurred in travelling shall not be deducted from the hourly rate of pay.

ARTICLE 13 - VACATION AND HOLIDAY PAY

CLAUSE 13.01

The Employer agrees to pay eleven percent (11%) holiday and vacation pay.

CLAUSE 13.02

The Employer shall show all necessary vacation and holiday pay calculations and the net amount due, on the Employees weekly pay cheque. Payment of holiday and vacation pay and insurance funds shall be included in the Employees weekly pay cheque.

ARTICLE 14 - WORK AFTER HOURS

CLAUSE 14.01

No member of the Union will be permitted to work on any plumbing, heating sprinkler or pipework, for anyone other than an Employer who is bound by this Collective Agreement or by a Collective Agreement with the Union. Members who violate this article will be subject to discipline by the Union under Section 213, page 97 of the Constitution of the United Association.

CLAUSE 14.02

Any member who being the holder of a master **plumbers** license takes out a plumbing and/or pipefitting permit for the purpose of contracting and/or subcontracting out the installation of the plumbing and/or pipefitting system and also a Journeyman pipe-fitter who takes out a Contractors permit for the purpose of contracting and/or subcontracting out the installation of the pipe-fitting system and decides to enter business for himself, shall make application for an honorable withdrawal card or be subject to discipline for violating this Collective Agreement under the above noted section of the Constitution.

ARTICLE 15 - JOB CONDITIONS

CLAUSE 15.01

Adequate and heated quarters on jobs requiring these facilities in which Employees may change clothes and eat lunch shall be provided.

CLAUSE 15.02

The Employer shall see that adequate and sanitary toilet and washroom facilities shall be provided on all jobs in accordance with Section 4 of the Industrial Safety Code.

CLAUSE 15.03

The Employer shall supply and provide adequate and sanitary drinking water facilities on all jobs. Ice water will be supplied when conditions warrant and when reasonable available.

CLAUSE: 15.04

When tools and/or clothing of the Employee left on the job site in premises controlled or provided by the Employer are destroyed or damaged as a result of accident or fire by the Employer, the name shall be replaced or repaired by the Employer.

CLAUSE 15.05

The Employer shall provide welding mitts to welders and where required shall provide welding sleeves or capes and bibs with full coverage to the arms, chest and stomach at no charge to the Employee. Old mitts, sleeves, or capes, must be returned to the Employer for replacement.

CLAUSE 15.06

Where conditons on jobs make it mandatory to wear hard hats and liners, they shall be supplied by the Employer.

CLAUSE 15.07

The Parties to this agreement; agree to adhere to the rules and regulations of the "New Brunswick Industrial Safety Code."

CLAUSE 15.08

A ten minute break shall be allowed after every two (2) hours work. This does not include lunch hour breaks which are after every four (4) hours.

CLAUSE 15.09

Any Employee required to take a welding test for the Employer will do so during the regular working hours while in the employ of the Employer.

CLAUSE 15.10

Employees, when instructed by their Employers to report to work but are unable to work due to inclement weather conditions shall be paid for two (2) hours at the regular rate of pay for reporting in good faith. The Employee must remain on the job for the two (2) hours to qualify for the above.

CLAUSE 15.11

Employees shall have ten (10) minutes before quitting time for the purpose of picking up tools and material.

CLAUSE 15.12

ALL machines used for cutting, threading and banding pipe, all power tools, jacks, chain falls, etc., shall be operated by Journeymen or Apprentices notwithstanding CLAUSE 8.01 of this agreement.

CLAUSE 15.13

The use of vehicles of any description will not be permitted for the transportation of materials or equipment, unless the vehicle is supplied by the Employer.

CLAUSE 15.14

Employees required to work overtime for two (2) hours without time off for a meal and without being notified twenty-four (24) hours previous shall receive a hot meal supplied and paid for by the Employer. Meals shall be supplied as soon as possible after regular working hours. If overtime is continued meals and time off for eating will be allowed every four (4) hours.

CLAUSE 15.15

Both parties agree that fabrication is a material and substantial part of this agreement and that all pipe fabrication shall be fabricated on the job site or U.A. Shop. Where the work shop is used, it shall be deemed or defined as a pipe fabrication shop under an agreement with the U.A. or Local Union which are part of this agreement.

CLAUSE 15.16

The U.A. and affiliated Local Unions reserve the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated by building trades Journeymen and Apprentices employed by an Employer under agreement with the United Association and its affiliated Local Unions except for items which are classed as catalogue items. Piping two (2) inches in diameter and under shall be fabricated on the job site. Prior to fabricated pipe two and a half (2½) inches in diameter and over being sent to the job site the Employer shall notify the Union where the pipe was fabricated to enable a check to be made and the Employer shall assist the Union in any way to obtain the information.

CLAUSE 15.17

Pipe hangers and pipe supports which require field dimensions for fabrication will be covered by the terms of this agreement.

CLAUSE 15.18

Pipe hangers and pipe supports and all other materials classed as catalogue items, such as C-clamps, U-bolts, etc., may be purchased from any source, by the Employer. The installation and erection of such items shall be covered by the terms of this agreement.

CLAUSE 15.19

All hanger rods, supports, which require cutting welding or threading shall be done on the job by Employees or in a U.A. shop.

CLAUSE 15.20

When piping tool cribs or piping stock rooms on job site are required on piping project covered under the terms of this agreement they must be manned by a United Association member.

The Employer agrees to give every consideration to older or handicapped Employees to fill positions in such piping tool cribs and piping stock rooms.

CLAUSE 15.21

All HELI-ARC and ARGON welding and stress relieving as required in connection with all piping shall be done by Local Union members.

This is in accordance with the award noted in the Green Book Joint Board Award Number two (2) September 22, 1948.

CLAUSE 15.22

Journeyman pipefitters and welders actually preparing installing and welding chrome steel pipe, stainless steel pipe requiring a higher degree of skill be paid an additional thirty cents (30¢) per hour above the hourly rate. Mechanical joints on stainless shall be included in the,above,premium pay of thirty cents (30¢).

CLAUSE 15.23

On all jobs a Journeyman shall be appointed as a working Foreman when three (3) or more men are employed.

After six (6) men are employed there shall be no working Foreman.

CLAUSE 15.24

MECHANICAL CONTRACTORS outside of these two (2) counties of Gloucester and Restigouche shall class the key man as a SUPER-INTENDANT. This Superintendent shall have a Foreman under him from U.A. Local 512. This Superintendent shall not be entitled to work with any of the tools, power tools or hand tools, or any handling of materials pertaining to plumbing, steamfitting, pipefitting, welding, etc., and also shall not be allowed to unloading and loading materials this means pipe of all description, fittings of all description and equipment of all description and also tanks of all description etc.

A Foreman will not be permitted to be in charge of more than (12) twelve men. On jobs having two (2) or more Foremen a General Foreman shall be appointed from U.A. Local 512.

CLAUSE 15.25

Where conditions on a job make it necessary, rain suits and rubber boots will be supplied at no charge to the Employee. 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.

CLAUSE 15.26

All loading and unloading on the job site of pipes, valves, fittings, tanks, and equipment, all rigging, and the manning of hand hoist used to move material and machinery for pipefitters, plumbers and welders. The stocking of all above mentioned material and equipment and the moving on the job site shall be the work of the United Association.

ARTICLE 16 - JURISDICTION DISPUTES

CLAUSE 16.01

Notice shall be filed with the Provincial Building and Construction Trade's Council by the aggrieved Union in writing, with a copy forwarded to the Mechanical Contractors Association of N.B. Incorporated.

CLAUSE 16.02

The Provincial Building and Construction Trades Council shall call a meeting of all parties concerned:

- (a) Unions,
- (b) General Contractors,
- (c) Sub-Contractors,
- (d) Provincial Building and Construction Trades Council,
- (e) The Mechanical Contractors Association of N.B. Inc.

This shall be done within twenty-four (24) hours after receiving the notice.

CLAUSE 16.03

If a decision is not agreed upon at his meeting, than a conference call will be made with the participants of the meeting and the International Representatives of the Union involved. This shall be co-ordinated by the Mechanical Contractors Association of N.B. Inc

CLAUSE 16.04

If the parties of the conference call do not come to an agreement then a time and place will be set where all documents will be presented for a decision.

CLAUSE 16.05

Any decision reached is subject to an appeal to the National Joint Board for the settlement of jurisdictional disputes.

CLAUSE 16.06

The cost of the conference call will be assessed equally among the participating parties.

ARTICLE 17 - UNION STEWARDS AND UNION OFFICERS

CLAUSE 17.01

A Shop Steward shall be appointed by the Business Manager, or Business Agent of the Local Union. The first Employee on the job shall be acting Shop Steward until a Shop Steward is appointed by the Business Manager or Business Agent of the Local Union.

He must be on the job at all times while the job is in progress and shall be the second to last man laid off and he may have the privilege to consult with the Foreman about any minor difficulty that might arise. Where there are forth (40) men or more, a walking job Steward shall be allowed.

CLAUSE 17.02

STEWARDS shall be permitted to perform duties during working hours, but the Union acknowledges that Stewards have regular duties to perform and are accountable for the same quantity and quality of work as any other Employee. They may have leave of their regular duties without suffering loss of pay only with the permission of their immediate supervisor and with the understanding that a privilege so granted will not be abused.

CLAUSE 17.03

The Business Manager or Business Agent or his representative (of the Union), shall have access to all work.

Such Business Manager or Agent may discuss with the shop steward any matters that are in dispute with respect; to the particular work.

This clause shall not be interpreted as a license to discuss general Union business but reasonable opportunity or provisions to discuss Union business shall be given the Employee on request and on his own time.

The Shop Steward shall accompany the Business Agent while being on the job site.

CLAUSE 17.04

The Business Managers or Business Agents must carry accident insurance to cover them in the event of an accident on jobs or projects that they have access to in the course of their duties.

ARTICLE 18 - GRIEVANCE AND ARBITRATION

CLAUSE 18.01

Where there is a grievance by an Employee the same shall be made in writing to the Shop Steward within three (3) working days of the occurrence. The Shop Steward shall take the grievance up with the immediate superior of the aggrieved Employee.

CLAUSE 18.02

An answer shall be given not later than one (1) working day following presentation of the grievance by; the Shop Steward.

CLAUSE 18.03

If the decision has not been given within the prescribed time or if the decision is not acceptable, then the grievance shall be submitted in writing to the Employer's Representative on the job within one further working day.

CLAUSE 18.04

The Employer's Representative on the job shall render his decision not later than two (2) working days of being presented with the grievance.

CLAUSE 18.05

The Local Union shall be entitled to submit a grievance in writing directly to the Employer's Representative on the job who shall render a decision not later than two (2) working days following the presentation of the grievance to him.

CLAUSE 18.06

The Employer, or its Representative, shall be entitled to submit a grievance in writing directly to the Local Union. The Union shall render their decision not later than two (2) working days following the presentation of the grievance to them.

CLAUSE 18.07

Failing settlement any grievance shall be subject to arbitration in accordance with following clauses,

CLAUSE 18.08

The grievance shall be referred to the Joint Conference Board which will be required to hear the grievance and give an answer within four (4) working days of receiving the grievance. Should the grievance party not be satisfied with the results of this, the procedure will be as follows.

CLAUSE 18.09

Arbitrators shall be from the jurisdiction of the Local Union.

CLAUSE 18.10

Names of arbitrators included.

CLAUSE 18.11

The party initiating the grievance shall file the grievance with the first named arbitrator, and if this arbitrator is unable to serve or is not available for any reason, then the second named arbitrator shall be acquired and shall continue until an arbitrator is found that is able to serve in this capacity.

CLAUSE 18.12

The Arbitrator shall hold a hearing within three (3) days after the grievance has been submitted to him and shall render his decision to the parties within seventy-two (72) hours after the completion of the hearing.

CLAUSE 18.13

It is understood and agreed in the application of this Article that there is no power in the participants to a settlement to add to, subtract from or modify the terms of this agreement. The sole function of an arbitrator shall be to interpret the meaning of the Articles of this agreement and to render a decision which shall be binding on the parties.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement.

CLAUSE 18.14

The cost of each arbitration case shall be borne equally by the parties thereto.

ARTICLE 19 - ROOM BOARD AND TRAVEL

CLAUSE 19.01

When an Employee has to report to the job site located beyond the 40 road kilometers from his permanent residence, he shall be paid

May 1, 1982 \$22.00 for each day worked or reported for work.

to

May 1, 1983 \$28.00 for each day worked or reported for work.

CLAUSE 19.02

The travelling allowance for members of Local Union living within the Province of New Brunswick shall be paid sixteen cents (16¢) per road kilometer from his residence, payable one way at the beginning of employment and one way at the end of employment.

Return travelling allowance will only be paid if the Employee remains working on the job a minimum of thirty(30) calendar days. If work doesn't last the full thirty(30) days the Employee shall be paid his return travel.

Return travelling allowance will not be paid for Employees who voluntarily terminate employment or who are discharged for just cause.

CLAUSE 19.03

All expenses for room and board and travelling allowance shall either be paid by separate cheque or be shown separately on the Employee's pay stud,

ARTICLE 20 - TRUST FUNDS

CLAUSE 20.01

INDUSTRIAL PROMOTION FUND: The Employer will contribute starting the 1st of May 1982, twelve (12¢) cents for every hour worked by a Journeyman or Apprentice under the terms of this agreement.

This contribution will be made to the MECHANICAL CONTRACTORS ASSOCIATION of N.B. Inc. Its successors or assigns will be paid in accordance with the TRUST AGREEMENT mentioned hereafter.

Contributions to be remitted monthly to Murray G. Bulger and Assoc. Ltd. or such other organization as the board of directors of Mechanical Contractors of N.B. Inc. from time to time shall determine. These contributions shall be remitted prior to the 15th day of the month following that in which, the said hours were worked, and to be accompanied by a list of employees for whom the contributions were made.

CLAUSE 20.02

TRAINING FUND: The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of five cents(5¢) for each hour worked by each Employee, Starting January 1, 1984 the Employer will contribute eight cents(8¢) for each hour worked by each Employee, to the Provincial Journeymen and Apprenticeship Training Fund.

Contributions will be remitted in the said amount in accordance with the trust agreement mentioned hereafter.

CLAUSE 20.03

HEALTH AND WELFARE FUND: The Employer will contribute to the health and welfare fund the sum of sixty cents(60¢) for each hour worked by each Employee on and from May 1st, 1981.

Contributions will be remitted in the said amount in accordance with the trust agreement mentioned hereafter.

CLAUSE 20.04

PENSION PLAN FUND: The Employer will contribute seventy-five cents(75¢) for each hour worked by each Employee; Starting July 1, 1983 the Employer will contribute eighty-five(85¢) for each hour worked by each Employee. Starting January 1st, 1984 the Employer will contribute one dollar(\$1.00) for each hour worked by each Employee.

CLAUSE 20.05

Contributions will be made monthly by cheque prior to the 15th day of the month following that in which the said hours were worked and to be accompanied by a list of the Employees for whom the Contributions were made.

CLAUSE 20.06

The Employer and the Union agree that all funds specified above shall remain in full effect after the expiry date of the agreement and will become part and parcel of any future agreement the Employer party and the Union which may from time to time be entered into.

CLAUSE 20.07

A Contractor who, not being signatory to this agreement, but working under the terms of his agreement because of being signatory to a national agreement, shall contribute to all of the funds in this section in exactly the same manner as if he were a provincial Contractor and signatory to this agreement.

CLAUSE 20.08

Each of the funds referred to in this article shall be governed by and administered pursuant to separate trust agreement which shall be subject to the approval of the Employer and the Union.

CLAUSE 20.09

Employers who fail to remit contributions to the trust funds by the 15th day of the month following that in which they were deducted will be assessed a penalty of ten percent (10%) of the total unpaid monies and will have their Employees removed from the job site. This clause will not be deemed a violation of this agreement.

CLAUSE 20.10

The remittance of trust funds by the 15th day of the month following that in which they were deducted and on the proper forms with the names of Employees from whom they were deducted and hours worked. The cheque will be made payable to: NEW BRUNSWICK PIPE TRADES. The cheque will be forwarded to:

Murray G. Bulger & Assoc. Ltd.
Suite 3004 - Tower 2
7001 Mumford Rd.
Halifax, Nova Scotia B3L 4R3

CLAUSE 20.11

The policies and procedures necessary to operate and maintain the trust funds as noted in clauses 20.01, 20.02, 20.03, 20.04

CLAUSE 20.12

The Trustees will be appointed by the Mechanical Contractors Assoc. of N.B. Inc. and the New Brunswick Pipe Trades Association. They will be representative of the Local Mechanical Contractors Assoc. or affiliated with the provincial body. The United Association Local Union is affiliated with the New Brunswick Pipe Trades Assoc.

CLAUSE 20.13

The trustees shall have full authority by majority vote with equal representation on both sides to carry out the declaration of trust provided for each fund noted between the Employers and the Unions. of the New Brunswick Pipe Trades Assoc. and to make such rules and regulations as the trustees of the above noted funds deem necessary for the successful operation of same.

ARTICLE 21 - SAVING CLAUSE

CLAUSE 21.01

Should any article or part thereof, of this agreement be void by reason of being contrary to law, the remainder of this agreement shall not be effected thereby.

ARTICLE 22 - DURATION AND TERMINATION

CLAUSE 22.01

This agreement shall be in full force and effect from May 1st 1982 to and including the 30th day of June 1984 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than sixty (60) calendar days and not more than ninety (90) days prior to the expiration date of this agreement or any renewal thereof.

CLAUSE 22.02

Except where notice of desire to change, amend or ~~terminate~~ this agreement is given under the above clause this agreement shall remain in force and effect until such time as an agreement has been reached with respect to renewal, amendment or substitution thereof or until such time as the parties are authorized to declare a strike or lock-out under the New Brunswick Industrial Relations Act or with a provision that this agreement may be further extended from time to time by mutual consent of the parties hereto.

ARTICLE 23 - ANTI-INFLATION

CLAUSE 23.01

The parties hereby agree neither party shall, from the date of signing this memorandum and it's incorporation into a collective agreement, make an application to the Anti-Inflation Board or it's successor for a review of, to obtain an exemption from the compensation contained herein, but shall make a joint application to obtain the approval of the compensation contained in this memorandum or the subsequent collective agreement,

IN WITNESS WHEREOF the Union and the Employers have signed this agreement this 10th day of June 1982 at Bathurst, New Brunswick, Canada.

On behalf of the MECHANICAL CONTRACTORS ASSOCIATION OF NEW BRUNSWICK, INC., FOR THE COUNTIES OF GLOUCESTER AND RESTIGOUCHE IN THE PROVINCE OF NEW BRUNSWICK, CANADA.

Chapman Modern 1913 / see under Beth's name

Victor Bernard 1200 St. TD Charles NB

Hatmants Co 248 Av. Orleans A

NEW BRUNSWICK PIPE TRADES ASSOCIATION OF Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

Alex Doucet

Alex Doucet, Business Manager, U.A. Local Union 512, Bathurst, N.B.

Peter Melanson

Peter Melanson, President U.A. Local UNION 512, Bathurst, N.B.

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