

**1995-1997  
COLLECTIVE LABOUR AGREEMENT**

between

The Mechanical Contractors  
Association of N.B. Inc.

**and**

Contractors whose names are  
appended hereunder, hereinafter  
called the “**Employer**”  
of the First Part

and

Local Union 213,772,694,799,512  
of the United Association of  
Journeymen and Apprentices of the  
Plumbing and Pipefitting Industry of  
The United States and Canada  
hereinafter called the “**Union**”  
of the Second Part



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## **ARTICLE 1**

### **PURPOSE AND APPLICATION**

1.01 The purpose of this agreement is to promote and maintain harmonious relations and establish and 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 moral, well being and security of all employees.

1.02 This agreement shall apply to all industrial plumbing and pipefitting and industrial maintenance in the Province of New Brunswick, except where an industrial maintenance agreement is in effect or negotiated by the local union having jurisdiction in the area.

## **ARTICLE 2**

### **DEFINITIONS AND INTERPRETATIONS**

**2.01 Employee** means a journeyman or apprentice as defined in 2.02 or 2.03, or 2.04 or 2.05A or 2.058.

**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.

**2.03 Journeyman Steamfitter-Pipefitter** shall mean a person who has received a certificate of qualification in the steamfitter-pipefitter trade or holds a valid steamfitter-pipefitter license. Notwithstanding the above, a journeyman steamfitter-pipefitter shall also mean a person having long working experience and is known to be qualified as a steamfitter-pipefitter who is recognized as a journeyman by the trade in the Province of New Brunswick.

**2.04 Apprentice** means a person who is indentured as an apprentice in the plumbing and pipefitting industry under the Province of New Brunswick industrial Training and Certification Act.

**2.05A instrument Mechanic** shall be a journeyman who is competent in servicing, installing, and overhauling pneumatic and electronic control equipment and their auxiliary equipment, including calibration and loop check.

A journeyman who is recognized as an instrument mechanic shall be a person who has passed examination as an instrument mechanic as recognized by the Province of New Brunswick.

2.058 **Welder** shall mean a person who holds a current F-4 qualified ticket.

**2.06 Working Foreman** means a qualified journeyman who works with the tools subject to 14.21 and has the ability to accept responsibility, and takes charge of the actual installation of any plumbing and /or pipefitting work or in laying out such work for other employees and has been appointed working foreman by his employer.

**2.07 Non-Working Foreman** means a qualified journeyman who does not work with the tools subject to article 14.21 and has the ability to accept responsibility, and takes charge of the employees engaged in the actual installation of any plumbing and /or pipefitting work or in laying out of such work and has been appointed non-working foreman by his employer.

**2.08 General Foreman** means a qualified employee who has the ability to accept responsibility and to take charge of non-working foremen under his direction. He shall be appointed by the employer when there are three (3) non-working foremen on any one project but nothing shall prevent an employer from appointing a general foreman when there are less than three (3) non-working foremen if it is desirable to do so.

**2.09 Employer** means any person (including a partnership or corporation) who does any plumbing or pipefitting work and who is signatory to this agreement but excludes an employee under the terms of this agreement.

**Participating Employer** shall mean an employer who contributes to the trust funds at the rates specified in the collective agreement in force from time to time.

**Participating Employer** shall also mean the N.B. Pipe Trades Administration Office, M.C.A. of N.B. Inc. Office, and the Joint Apprenticeship Training Office who contribute to the trust funds, and for the purposes of contributions to the trust funds the local union who employ full time or part time employees shall be deemed a "Participating Employer".

**2.10 Work** means plumbing, steamfitting, gasfitting, industrial pipefitting or hydraulic pipefitting, instrument fitting, all process piping used above and below 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, altering, servicing and work awarded to the union pursuant to article 15 of this agreement.

**2.11 industrial Plumbing and Pipefitting** means all plumbing and pipefitting work required in or performed as part of on-site fabrication, construction and erection of all heavy industrial developments, including but not limited to: 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, new saw mills, cotton and woolen mills, oil terminal complexes, L.N.G. terminals, mining complexes, nuclear fuel manufacturing plants, oil bulk storage plants, industrial pollution control plants, industrial effluent control plants, waste oil refinery recycling plants and pallet manufacturing plants.

**2.12 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 houses, churches, schools, hospitals, institutional buildings, commercial buildings, factories, light industries, stores, shopping centres, and /or buildings that would normally be occupied for domestic, commercial and institutional purposes.

**2.13 industrial Maintenance** means all plumbing and pipefitting work required in or performed as part of the repair, service, and maintenance of industrial developments, other than that of a kind normally required in servicing and maintenance of domestic, institutional and commercial buildings. If the parties to this agreement conclude an industrial maintenance agreement then this agreement shall not apply.

**2.14 Grievance** means a difference or dispute respecting the meaning of, or violations of any provision of this agreement.

**2.15 Provincial** means the Province of New Brunswick.

**2.16 Strike** shall be defined as in the Industrial Relations Act of the Province of New Brunswick.

**2.17 Lock-out** shall be defined as in the Industrial Relations Act of the Province of New Brunswick.

**2.18 The Regular Rate of Pay** shall be defined as "the rate of pay that is applicable to the particular day or shift in question plus any shift premium where applicable".

2.19 in interpreting this agreement, the singular shall include the plural and the plural shall include the singular.

2.20 in interpreting this agreement the union shall mean the employee and the employee shall mean the union.



**ARTICLE 3**  
**RECOGNITION**

**3.01** The employer recognizes the union as the sole bargaining unit for all persons employed as plumbers, plumber apprentices, steamfitters, steamfitter apprentices, pipefitters, pipefitter apprentices, instrument mechanics, instrument mechanic apprentices, pipefitter welders, foreman and general foreman employed within the Province of New Brunswick, save and except those above the rank of foreman on salary.

**3.02** While this agreement continues to operate no conditions of work separate and apart from the conditions set out in this agreement will be sought or condoned by any member local union of the United Association or by the New Brunswick Pipe Trades Association and no conditions of work separate and apart from the conditions set out in this agreement will be sought or condoned by any member of the Mechanical Contractors Association of New Brunswick Inc. or any member of the Saint John Mechanical Contractor's Employer's Association Inc. or employers signatory to this agreement or who become signatory to this agreement. (Subject to clause 9.01, 9.02, and 6.02.)

**3.03** The union and all it's members recognize the Mechanical Contractors Association of New Brunswick Inc. and the Saint John Mechanical Contractors Employer's Association Inc. as the sole collective bargaining agent for all member contractors and /or any other national contractor or contractors who require the services of union members in the Province of New Brunswick.

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**3.04 Subcontracting**

The employer agrees not to sublet any work normally covered under this agreement unless the contractor to whom the work is sublet is under the agreement with the union.

The union agrees that any member who works for himself or for a contractor who is not signatory to this agreement shall be charged by his local union. Failure by the union to abide by the terms of this article shall cause the article to be void.

It is not the intention of this article to establish work jurisdiction.

#### **ARTICLE 4**

##### **MANAGEMENT RIGHTS**

**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.

4.02 The union acknowledges that it is the exclusive function of the employer to hire, 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.

**Transfer** is defined as: the transfer of employees presently employed on industrial jobs to other industrial jobs the employer may have in the same geographic area, subject to clause 7.08.

An employee has the right to refuse a transfer without being penalized and if the employer has no other work for him he shall be laid off.

In the jurisdictional areas of Saint John Local 213, and Newcastle Local 799, where the employer has the freedom of choice in hiring for commercial work, the transfer of employees from industrial work to commercial work or vice versa is **not** permitted.

In the jurisdictional areas of Moncton Local 694 and Fredericton Local 772 the transfer from commercial to industrial work is **not** permitted.

In areas where the employer does not have freedom of choice in hiring for commercial work, the transfer of employees from industrial work to commercial work or vice versa will be permitted upon notifying the business manager.

In areas where transfers are permitted between industrial jobs it is agreed that transfers shall not displace existing employees for a period of five (5) working days.

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**

**5.01 Union Responsibilities:** The union agrees that there shall be no strike, walk-out, or slow-down on the part of any employee nor shall the union declare, authorize, condone, or participate in a strike, walk-out or slow-down while the agreement continues to operate.

**5.02 Employer Responsibilities:** The employer agrees that there shall be no lock-out of employees while this agreement continues to operate.

**ARTICLE 6  
JOINT CONFERENCE BOARD AND LOCAL  
LABOUR MANAGEMENT COMMITTEE**

**6.01** A Provincial Joint Conference Board will be formed composed of equal representatives of the New Brunswick Pipe Trades Association and representatives of the Mechanical Contractors Association of New Brunswick and a representative from the Saint John Mechanical Contractors Employers Association Inc. whose representatives jointly will be equal in number to those of the N.B. Pipe Trades Association. A quorum which shall be two (2) representatives of each party.

This Board may establish regulations covering the conduct of such Associations and employees of the Mechanical Contractors Association of N.B. Inc. and employees of the Saint John Mechanical Contractors Employers Association Inc.

6.02 When in the opinion of the parties to this agreement certain work might be secured or certain jobs require special conditions that will not permit the fulfillment of all articles of this agreement and it is found necessary and expedient that with some modification of this agreement such work could be secured or such special conditions could be accommodated, the Provincial Joint Conference Board may make such arrangements to govern the changes and notify the parties to this agreement and such shall not be considered a violation of this agreement.

6.03 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.

#### **6.04 Local Labour-Management Committee**

A Local Labour-Management Committee will be formed composed of three (3) representatives designated by the Employer Association and three (3) representatives designated by the union. A quorum shall be two (2) representatives of each party. The committee shall meet monthly and may make recommendations concerning the adjustment of matters of concern by any of the parties and the establishment of regulations governing the conduct of the parties and of employees covered by the terms of this agreement.

Prior to the employer changing existing conditions or introducing new conditions he will consult with the business manager of the union or his designate.

If the Local Labour-Management Committee fails or refuses to act within four (4) days of receipt of a grievance then the aggrieved party may proceed to the Provincial Joint Conference Board.

**ARTICLE 7**  
**UNION SECURITY**

**7.01** The employer agrees to give properly qualified members of the union within the jurisdiction of the local union in the area where a job is being performed first preference of employment at any time not later than two (2) full working days from time the call is received. Properly qualified members of the United Association Local Unions within the Province of New Brunswick will receive second preference of employment at any time not later than two (2) full working days, from time the call is received.

**7.02** The employer agrees to give properly qualified members of the local union having jurisdiction on the job site first preference of employment to fill positions of foremen and general foremen, if members have the necessary qualifications which will be determined by the employer. If properly qualified members are unavailable to fill positions of foremen and general foremen in the local area, the employer shall use the preference as outlined in article 7.01 if second preference members have the necessary qualifications. Preference when establishing overtime or shift premium work will be given to journeymen of the employer in the preference outlined in article 7.01 and will be arranged before work commences and crews will not be changed after work has started. On sporadic overtime crews performing the work during the regular hours will continue performing the work on overtime. When on the job training is provided by the employer in new or special skills the preference for training will be given to members outlined in article 7.01.

**(Sporadic:** is defined as meaning on rare occasions or scattered instances.)

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7.03 The employer agrees that it shall be a condition of employment of all employees subject to the terms of this agreement that, after thirty (30) 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.

7.04 The employer agrees that all members of the union must maintain their membership in good standing as a condition of employment.

7.05 The employer shall deduct union dues from the pay of each employee who is a member of the union and each employee who is not a member of the union but has been employed for thirty (30) days.

7.06 Such dues shall be deducted from the first pay period of each month and shall be remitted in sufficient time so as to be received by the 20th day of the same month in which they were deducted.

Dues are to be remitted to the treasurer of the union or such official as is designated by the union in writing from time to time.

Dues received by the treasurer of the union after the 20th day of the month in which they were deducted will be classed as overdue. A delinquency assessment of three per cent (3%) of the total monies overdue will be applied against the employer.

This assessment must be remitted prior to remitting the dues for the following month.

If dues are not received by the treasurer of the union at the end of the month, the three per cent (3%) assessment will continue to apply for each month thereafter until such dues are received.

The union will take legal action against an employer who fails to remit dues in the same month in which

they are deducted and the cost of such action will be borne by the employer.

Failure to remit dues in time may also be the cause for employees to be removed from the job site by the business manager.

Such action will not be considered a violation of this agreement.

7.07 Such payments will be accompanied by a list of the names of the employees, social insurance number and local union to which the member belongs, from whom the deductions have been made, and be remitted on the proper forms supplied for this purpose.

7.08 The employer agrees that transferring employees from the area covered by the industrial agreement to jobs the employer may have in the area covered by the commercial agreement is not permitted except as noted in clause 4.02.

**7.08A For Fredericton and Local 772**

The employer agrees that prior to transferring men from the area covered by the industrial agreement to jobs the employer may have in the area covered by the commercial agreement he will notify the business manager.

**For Local 213 Saint John**

1. An employer may name or appoint from his existing employees, one (1) key man
2. This key man can be transferred between industrial and commercial agreements in Saint John's (local 213) accredited area
3. When the key man is laid off, the employer may employ a new key man as needed
4. The key man may work with the tools as per the ratios in the collective agreement
5. If the employer is engaged in industrial work only, article 7.08A does not apply.

**ARTICLE 8**  
**HIRING AND TERMINATION**

**8.01** The employer or his representative shall not contact a member at home for employment.

The employer recognizes the union out-of-work list as the source of members for employment.

In the geographical areas of local 512, 694, 772, and 799 the employer is allowed to name hire one employee as foreman from the union's out of work list. Once an employer has one employee in a geographical area as stated there will be no name hires thereafter.

On hiring the employer shall contact the business manager's office and specify the number of men required and /or if any special skills are required.

If after three (3) working days his request for men or men having special skills has not been filled by the union, the employer has the right to hire such qualified UA. members where available.

When a member is hired with a special skill request the employer shall ensure the employee is immediately engaged in the work requiring special skills.

If during the life of this agreement a local union opts to change the hiring policy after discussions between the union and the respective Employer's Association the same shall be implemented for that particular area only.

**8.02** The employer agrees that no United Association member shall be hired without a work referral slip from the union office or designated union 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.

An employee who has been referred as a welder shall not be employed as a pipefitter or visa-versa unless he is qualified and prior approval of the business agent is obtained.



**Saint John Local 213 Only**

8.03 All apprentices shall be employed in accordance with the provisions of the New Brunswick Industrial Training and Certification Act and /or the J.A.T.C.

The employer shall make every effort to employ apprentices when available in the ratio outlined in clause 8.05.

The business manager when receiving calls at the union office for more than five (5) journeymen shall dispatch an apprentice for employment when available.

Apprentices when employed will be under the instruction of a journeyman pipefitter or plumber at all times, except a fourth year apprentice.

**Newcastle - Moncton - Fredericton - Bathurst**

**8.03A** All apprentices shall be employed in accordance with the provisions of the Apprenticeship and Occupational Certification Act and the J.A.T.C.

The employer will employ apprentices when available in the ratio outlined in article 8.05.

The business manager when receiving calls at the union office for more than five (5) journeymen shall dispatch an apprentice for employment, when available.

Apprentices when employed will be under the instruction of a journeyman pipefitter or plumber at all times, except a fourth year apprentice.

8.04 The permitted ratio of apprentices to journeymen shall be one apprentice to five journeymen.

**Saint John Local 213 Only**

8.05 The employer for the first journeyman plumber employed shall be permitted to employ one plumber apprentice.

The employer for the first journeyman pipefitter employed shall be permitted to employ one pipefitter apprentice.

The employer for each additional five (5) journeymen plumbers employed shall be permitted to employ one additional plumber apprentice.

The employer for each additional five (5) journeymen pipefitters employed shall be permitted to employ one additional pipefitter apprentice, but shall not otherwise employ apprentices unless the ratio of journeymen to apprentices is 5 - 1.

Employers requiring persons for apprentices are to be hired from the list on file in the union office. New apprentices must have a work referral slip from the union office before being hired.

**Newcastle - Moncton - Fredericton - Bathurst**

**8.05A** The employer for the first journeyman plumber employed shall be permitted to employ one plumber apprentice.

The employer for the first journeyman pipefitter employed shall be permitted to employ one pipefitter apprentice.

The employer for each additional five (5) journeymen plumbers employed must employ one additional plumber apprentice if the local union in where the job is being performed has apprentice plumbers on the out-of-work list.

The employer for each additional five (5) journeymen pipefitters employed must employ one additional pipefitter apprentice if the local union in where the job is being performed has apprentice pipefitters on the out-of-work list.

Employers requiring persons for apprentices are to be hired from the list on file in the union office. All apprentices must have a work referral slip from the union office before being hired.

8.06 Where employment is terminated by the employer, the employee shall be given two (2) hours notice, at the end of which time he shall be paid in full and given his record of employment and vacation pay, if any.

He shall be paid for his regular scheduled hours until these condition have been met.

Employees discharged for just cause shall be paid in full immediately except employees who are discharged for reporting for work intoxicated, or bringing alcohol or non-prescription drugs on the job, or drinking on the job, or being under the influence of non-prescription drugs on the job, or fighting on the job, such employees will be removed from the job-site and shall receive their pay in full and record of employment by registered mail.

8.07 When employment is terminated by the employee he shall give notice in the first two (2) hours of the shift in order to receive his wages earned in full, vacation pay, if any, and his C.E.I.C. record of employment by the end of the shift.

8.08 Should it become necessary for an employer to reduce his working force, then the employer shall terminate the employment in the following sequence:

- (1) Employees having no preference of employment.
- (2) Employees having second preference of employment.
- (3) Employees having first preference of employment.

Provided that the employer shall be allowed to retain journeymen hired under special skills as outlined in article 8.01 unless the union can supply United Association members having preference of employment as suitable replacements as determined by the employer.

**ARTICLE 9  
WORKTIME**

**9.01 Day Shift:**

**Regular Working Days** shall be from Monday to Friday inclusive, excluding holidays.

**Holidays** shall mean those days hereinafter specified so to be.

**Regular working hours Monday to Friday**, which shall constitute the day shift shall be from 8:00 A.M. to 4:30 P.M. with one half hour for lunch from 12:00 noon to 12:30 P.M.

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When it is mutually advantageous for the employees and the employer on a particular job site to change the above noted hours of work or holidays they jointly shall request a meeting of the Local Labour Management Committee and the business manager of the local union and if changes are agreed to, it shall not be deemed a violation of this agreement.

If the Labour Management Committee is in-operative recourse may be had through the Joint Conference Board as outlined in article 6.02.

When work is scheduled for Saturday, Sunday or a holiday, the regular hours of work for the **day shift** shall be from 8:00 A.M. to 4:30 P.M. with one half hour for lunch from 12:00 noon to 12:30 PM. The schedule for such work shall be posted by the employer **not later** than twenty four (24) hours **prior** to the commencement of the scheduled work.

When work is scheduled for these days the employee shall be paid for lunch break at the same hourly rate as is applicable for work that day.

Work of an emergency nature can be performed during the lunch break at no additional cost, however, time will be given to employees to eat lunch at a later period at no loss of pay.

This clause shall not be taken as a license to stagger lunch breaks.

Failure to post the notice in sufficient time of work on these days will be cause for meals to be supplied to employees under article 14.14.

### **9.02 Afternoon Shift**

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

The afternoon shift shall commence at the end of the day shift unless special circumstances exist and agreement is reached between the union and the employer.

The hours for the afternoon shift shall be as follows: 4:30 P.M. to 12:30 A.M. with one half hour for a **paid** lunch break.

The shift premium for the afternoon shift shall be fifteen percent (15%) above the regular hourly rate of pay.

Employees shall be paid for eight (8) hours when the full shift hours are worked.

When shift work is instituted the shift must continue for at least five (5) consecutive regular working days or be considered overtime and paid for at two (2) times the regular hourly rate of pay plus the shift premium.

Any hours worked in excess of the above noted shift hours shall constitute overtime and paid for accordingly but do not form part of the five (5) day constant.

When shift work is scheduled for a Saturday, Sunday or a holiday the schedule for such work shall be **posted** by the employer **not later** than twenty-four (24) hours **prior** to the commencement of the scheduled work.

Failure to post the notice in sufficient time of work on these days will be cause for meals to be supplied to employees under article 14.14.

Working hours in the excess of the shift hours is voluntary and no penalty shall be placed upon the employee for not working them.

### 9.03 Night Shift or Third Shift

The employer may start a third or night shift on a particular job.

The hours for the night shift shall be as follows:  
12:30 A.M. to 8:00 A.M. with one half hour for a **paid** lunch break.

The employer may after consultation with the business manager of the union vary the starting hours of the third shift.

The shift premium for the third or night shift shall be twenty-five (25%) per cent above the regular hourly rate of pay.

Employees shall be paid for eight (8) hours when the full shift hours are worked.

When shift work is instituted the shift must continue for at least five (5) consecutive regular working days or be considered overtime and paid for at two (2) times the regular hourly rate of pay plus the shift premium.

Any hours worked in excess of the above noted shift hours shall constitute overtime and paid for accordingly but not form part of the five (5) day constant.

When shift work is scheduled for a Saturday, Sunday or a holiday the schedule for such work shall be **posted** by the employer **not later** than twenty-four (24) hours **prior** to the commencement of the scheduled work.

Failure to post the notice in sufficient time of work on these days will be cause for meals to be supplied to employees under article 14.14.

Working hours in the excess of the shift hours is voluntary and no penalty shall be placed upon the employee for not working them.

The employer will make every effort in changing shifts not to financially disadvantage employees required to change shifts.

9.04 The shift rate for employees working the second shift of a two shift operation shall be fifteen per cent (15%) above the regular hourly rate of pay except as noted in article 9.02.

The shift rates for employees on the second and third shifts of a three shift operation shall be fifteen per cent (15%) and twenty-five per cent (25%) respectively over the regular hourly rate of pay.

Hours worked in excess of the shift hours shall be paid at double the hourly rate of pay plus the shift premium.

9.05 Shift work (second and /or third shift) worked prior to 8:00 A.M. on a Saturday or a holiday shall be considered to have been worked on the previous day.

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

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

9.08 The following days shall be classed as holidays:

New Years Day	Good Friday
Canada Day	New Brunswick Day
Thanksgiving Day	Remembrance Day
Boxing Day	Victoria Day
Labor Day	Christmas Day

Additionally, if work is performed on these holidays, such work shall be paid at double the regular hourly rate of pay, plus any premium where applicable.

9.09 Holidays shall also include such other days as may be proclaimed by the Provincial or Federal Authority as a **Statutory** Holiday. In the event any such day falls on a Saturday or Sunday, the following Monday shall be deemed the holiday.

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9.10 Overtime work done a regular working day (Monday to Friday) outside of the regular working hours, or in the case of shift work being done outside of the shift hours (Monday to Friday) shall constitute overtime and shall be paid for at double the regular hourly rate.

When computing overtime where a premium is involved (such as shift premium) the applicable premiums will be added to the basic hourly rate and the total overtime shall be two (2) times the total figure.

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9.11 Overtime work shall be paid for at the rate of double the regular hourly rate. Work on Saturday, Sunday or a holiday shall be paid at double the regular hourly rate.

When computing overtime where a premium is involved, the applicable premiums will be added to the basic hourly rate and paid for at two (2) times the total figures.

9.12 Any employee who is called out and reports for work after completing his regular hours or on the week-end shall be paid a minimum of two (2) hours at overtime rate.

9.13 If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue his work he shall be paid at the applicable rates for all hours worked up to the time of the accident and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workman's Compensation, he shall also be paid for the remaining unworked normal hours for that day.

The employee's foreman and shop steward will be notified. The shop steward and the company representative shall ensure that the appropriate accident forms are prepared by the company, and sent in.



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ARTICLE 10  
WAGES

FOR LOCALS 512 - 694 - 772 - 799

10.01 The hourly rate of pay for a journeyman shall be as follows:

Effective	Date of Signing to	July 1, 1996 to
	June 30, 1996	June 30, 1997

Hourly Rate	\$24.18	\$24.81
11% Vac Pay	2.66	2.73
Training Trust Fund	.21	.31
H & W Trust Fund	1.95	1.95
Pension Trust Fund	3.50	3.50
Package	<u>\$32.50</u>	<u>\$33.30</u>

32.75 33.55  
+ 25  
+ 25

→ + 25 Industry Promotion ←

**Additional Information**

Supervision Rates of Pay	Article 10.03
Room, Board, Travel Allowance	Article 19.01
Overtime Premium	Article 9.10
Shift Premiums	Article 9.04
Legal Holidays	Article 9.08

**Deductions from Employees**

Union Dues	Article 7.06
Pension Trust Fund	Article 20.07
Administration Fund	Article 20.19
Pipe Trades and Building Trades Fund	Article 20.20

**Employer Contributions**

Unionized Employers Industry Promotion Fund	Article 20.01
Training Trust Fund	Article 20.03
Health & Welfare Trust Fund	Article 20.05
Pension Trust Fund	Article 20.07

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### WAGES FOR LOCAL 213

The hourly rate of pay for a journeyman shall be as follows:

Effective	Date of Signing to June 30, 1996	July 1, 1996 to June 30, 1997
Hourly Rate	\$24.18	\$24.90
11% Vac Pay	2.66	2.74
Training Trust Fund	.21	.21
H & W Trust Fund	1.95	1.95
Pension Trust Fund	3.50	3.50
Package	<u>\$32.50</u>	<u>\$33.30</u>

#### Additional Information

Supervision Rate of Pay	Article 10.03
Room, Board, Travel Allowance	Article 19.01
Overtime Premium	Article 9.10
Shift Premiums	Article 9.04
Legal Holidays	Article 9.08

#### Deductions from Employees

Union Dues	Article 7.06
Pension Trust Fund	Article 20.07
Administration Fund	Article 20.19
Pipe Trades and Building Trades Fund	Article 20.20

#### Employer Contributions

Management Administration & Industrial Promotion Fund	Article 20.01
Training Trust Fund	Article 20.03
Health & Welfare Trust Fund	Article 20.05
Pension Trust Fund	Article 20.07

10.02 The hourly rate of pay for an apprentice shall conform with the schedule proclaimed under the Apprenticeship and Occupational Certification Act.

I - 900 hrs.	50% of a Journeyman's Rate
901 - 1800 hrs.	55% of a Journeyman's Rate
1801 - 2700 hrs.	60% of a Journeyman's Rate
2701 - 3600 hrs.	65% of a Journeyman's Rate
<b>3601 - 4500 hrs.</b>	70% of a Journeyman's Rate
<b>4501 - 5400 hrs.</b>	75% of a Journeyman's Rate
<b>5401 - 6300 hrs.</b>	80% of a Journeyman's Rate
<b>6301 - 7200 hrs.</b>	85% of a Journeyman's Rate
Over 7200 hrs.	85% of a Journeyman's Rate

The schooling should be in fair ratio to hours worked.

It is the responsibility of the apprentice and the employer to maintain the apprenticeship book.

10.03 The hourly rate for foreman shall be a minimum of \$2.00 above the hourly journeyman rate and the hourly rate for general foreman shall be \$3.00 above the hourly journeyman rate.

A foreman and general foreman will receive shift premiums as noted in article 9.04.

10.04 Lunch or meal periods shall not be paid by the employer on normal days Monday to Friday, however should it become necessary to work through the meal or lunch periods Monday through Friday double time rates shall apply and shall continue until an appropriate meal or lunch period is given.

#### **ARTICLE 11**

##### **TIME AND METHOD OF PAY**

**11.01** Wages are to be paid weekly by cash or cheque.

**Wages are defined as:**

All monies earned or to be paid to an employee for services rendered to an employer.

Wages include vacation and holiday pay, and the employer contributions to the trust funds outlined in Article 20 made on behalf of the employee even though these benefits are not actually contained in the weekly pay cheque.

If a signatory contractor to this agreement prefers to use electronic transfer for payment in lieu of cheques or cash, the signatory contractor must submit his proposal to the Joint Conference Board for approval.

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

11.03 The employer shall pay each employee either cash or by cheque every week during the regular hours of work, any shortage in pay will be corrected with the issuance of a cheque the following day.

All deductions must be clearly shown if paid by cheque, the employer shall pay on Thursday by 2:30 PM. of each week. Employees on shift work shall be paid by cheque on Wednesday.

If paid by cash, day shift employees shall be paid by noon on Friday.

If a holiday should fall on Friday, then the employee shall be paid by cheque on Wednesday or in cash by noon on Thursday.

If a bank is not provided within fifteen (15) miles of the job-site, or if the cheques fail to arrive on time, then sufficient time or suitable arrangements must be provided to cash same.

**11.04** Board, travelling time or any expense incurred in travelling shall not be deducted from the hourly rate of pay.

**11.05** An earnings statement shall accompany each payment of wages giving the name of the employer, the name of the employee, the date of payment and the work period corresponding to the payment. The statement shall show particulars of

the number of hours worked at the regular, overtime, premium and other rates such as room, board and travel allowances, the gross amount of wages, the amount of vacation pay, the amount of the employer's and the employee's share of the union pension plan and the amount of the employer's share of the welfare plan.

If payment is made by cheque the earnings statement may be the cheque stub if the required information is set out on the stub.

A monthly record of the accumulated hours to date, the nature of each deduction or check-off is to be issued to the employees.

All cheques shall be issued to employees enclosed in an individual envelope.

#### **ARTICLE 12**

##### VACATIONS AND HOLIDAY PAY

**12.01** The employer agrees to pay eleven (11%)<sup>55</sup> per cent vacation pay and holiday pay of the applicable hourly rate of the employee. <sub>E</sub>

**12.02** The employer shall show all necessary vacation pay calculations and the net amount due on the employee's weekly pay cheque. Payment of vacation pay shall be included in the employee's weekly pay cheque.

#### **ARTICLE 13**

##### SELF-EMPLOYED MEMBERS

**13.01** Any member being the holder of a Master Plumber's License or Contractor's License and enters business for himself to perform work that falls under the provisions of this agreement must become signatory to this agreement and shall not participate in union affairs.

**ARTICLE 14**  
**JOB CONDITIONS**

14.01 Adequate and heated quarters on jobs requiring these facilities in which employees may change clothes and eat lunch shall be provided. These quarters will not be used to store tools or materials nor be used as a job office.

The employer shall provide, when required, illuminated, heated, non mechanical ventilated quarters on the job site in which employees may change clothes and eat lunch.

A temporary partition will be erected when required by the union to separate smoking and non-smoking sections.

The above quarters must be acceptable by both parties. These quarters will not be used to store tools or materials nor be used as a job office.

If a dispute arises over the definition of adequate lunch room facilities it shall be submitted to the Joint Conference Board for a decision.

14.02 When it is not the responsibility of the owner or the general contractor, the employer shall provide adequate and sanitary toilet facilities with soap and paper towels on all jobs in accordance with Sections 5 and 6 of the Occupational Health and Safety Act 91-191.

These facilities are to be kept clean at all times.

14.03 The employer shall supply and provide adequate and sanitary drinking water facilities in the lunch rooms and at the work areas on all jobs.

Ice water will be supplied when conditions warrant and when reasonably available.

Section 4 of the Occupational Health and Safety Act 91-191 shall apply to this clause.

14.04 The employer shall provide on the job site a lock-up in which employees may keep their clothing. When clothing of an employee, left on the job-site in the custody of the employer and under his lock and key are stolen, or damaged, or destroyed as the

result of accident or fire, the same shall be replaced or repaired by the employer.

Employees working in an area of caustic powders, soot, grease or other harmful products shall be supplied overalls on a daily basis. Clothing or footwear of an employee ruined or destroyed as a result of the type of work he is engaged in shall be replaced, or repaired and cleaned. Employers engaged in shut down work shall supply protective clothing daily to employees.

A claim for clothing lost, damaged or destroyed must be filed within two (2) working days of the loss, damage or destruction unless good reason can be shown for not having done so.

Clothing damaged or destroyed due to welding will not be replaced if welders are working without protective clothing supplied by the employer.

No employee shall provide any tools or tapes during the course of his employment.

Employees who constantly abuse, misuse or lose tools issued to them will be brought before the Labour-Management Committee and may be subject to disciplinary action.

14.05 The employer shall provide welding mitts to welders and leather faced working gloves to pipefitters when required 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, gloves, sleeves or capes must be returned to the employer for replacement.

14.06 Where conditions on jobs make it necessary to wear hard hats and winter liners and glove liners, they shall be supplied by the employer.

Employees will not be issued used hard hat suspensions or used winter liners.

Employees will not be issued used hard hats that are dirty or in a poor condition.

14.07 All items drawn by an employee out of the employer's stores, e.g. tools, hard hats, rain gear,

welding mitts, welding shields, welding goggles, welding sleeves, jackets, capes, bibs, etc., shall be returned to the employer in the same condition as on issue, reasonable wear and tear excepted. Non-compliance with this article shall be considered to be just cause for discipline by the employer.

14.08 The parties to this agreement agree to adhere to the rules and regulations of the Occupational Health and Safety Act, and to encourage safety with participation in regular safety meetings.

14.09 Employees shall be given a ten minute (10) paid break in the first and second half shifts on the first, second and third shifts and is to be taken in designated lunch rooms.

Such lunch rooms must comply to that spelled out in article 14.01.

This break is subject to the employer's operating requirements and in the manner specified by the employer, but close to the mid-point of each half shift. The parties will co-operate to ensure that no more than ten (10) minutes are lost from production and agree that any abuse of the break system by any employee will be just cause for discipline by the employer.

**14.10** An 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.

The parties to this agreement agree to jointly pursue changes in legislation for the testing of welders.

<sup>4%</sup>  
c  
**14.11** Employees, when instructed by their employer to report to work but are unable to work due to inclement weather conditions, or other conditions beyond the control of the employee shall be paid for two (2) hours at the regular rate for reporting in good faith. The employee must remain on the job for the two (2) hours to qualify for the above, unless released by the employer.



If work continues past the two (2) hours and the employee is sent home before 12 noon, he shall receive four (4) hours pay. If work continues past noon and the employee is sent home he shall receive six (6) hours pay. If work continues past 2:30 P.M. and the employee is sent home he shall receive eight (8) hours pay. If shift work is performed, the same formula shall apply with the appropriate times inserted.

This clause shall not apply when strike conditions or work stoppages by U.A. members make it impossible for the employer to place men to work.

When releasing employees from the job-site in the two (2) hour period the employer shall give his written consent to the shop steward.

In order to qualify for the above, employees must report to the on-site office of the employer or the normal place they report to work.

14.12 Employees shall have reasonable time before quitting time for the purpose of picking up tools and material.

14.13 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. Trucks used exclusively for the plumbers and pipefitters on a job site will be manned and driven by members of the U.A.

14.14 Employees required to work overtime not having been notified twenty-four (24) hours previously shall receive a hot meal supplied and paid for by the employer.

This meal shall be consumed during the meal break 12 noon to 12:30 P.M. and /or 4:30 P.M. to 5:00 P.M. Employees required to work overtime when notified previously shall also eat their own lunch during this meal break 12 noon to 12:30 P.M. and /or 4:30 P.M. to 5:00 P.M.

After every four (4) hours overtime in any one shift an adequate meal shall be provided by the employer and consumed during a break on the

11.11  
/ 999

employer's time. In the event that overtime is to continue past midnight and restaurants are closed, making it impossible to provide hot meals every four (4) hours, the employer will make provisions to supply an adequate supply of sandwiches and milk or cold beverages to be consumed at meal times during the break period.

When overtime is cancelled after notification the employee shall be paid one hour's pay at the regular rate of pay.

Employees who work overtime when proper notification is not given, shall have the right to a meal or the option of one hours pay at the regular rate of pay. The price of such meal may be up to the equivalent of one hours pay.

**Meal Allowances**

Local 2 13	
On signing	\$24.18
July 1, 1996	\$24.90
Local 512,694,772,799	
On signing	\$24.18
July 1, 1996	\$24.81

**14.15** Both parties agree that fabrication is a material and substantial part of the agreement and that all pipe and fabrication shall be fabricated on the job-site or shop. Where the word 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.

14.16 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 any employer under agreement with the United Association and it's affiliated local unions except for items which are classed as catalogue items. Prior to fabricated pipe 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.

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

**14.18** 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.

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

The employer agrees to give every consideration to local older or handicapped employees to fill positions in such piping tool cribs or piping stock rooms.

14.20 All heli-arc and argon welding and stress relieving as required in connection with alloy piping shall be done by United Association members. This is in accordance with the award noted in the Green Book, Joint Board Award, Number 2, September 22, 1948.

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

When six (6) men are employed there shall be no working foremen.

14.22 A foreman will not be in charge of more than twelve (12) men.

Only one designated person in a supervisory capacity shall be permitted to give verbal or written directions to the general foreman.

Foremen shall only be required to take instructions from their immediate general foreman.

Journeymen and apprentices shall only be required to take instructions from their immediate foremen, except in cases where danger exists to life or limb.

The Quality Control /Assurance or Safety Inspector may give written or verbal instructions to all levels of supervision regarding their particular functions.

On jobs that do not employ a general foreman as outlined in article 2.08, foremen may receive instructions from the company representative on the job site.

14.23 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 is to be returned to the stores in good condition on termination of the employee, reasonable wear and tear or accidental damage excepted.

14.24 All loading and unloading of pipe, valves, fittings, tanks, and equipment, all rigging, whether by power or by hand and the stocking of all above mentioned material and equipment and moving to the job-site shall be the work of the United Association and the handling of all piping materials at all times subject to article 15.01A.

14.25 When the clocks or brass stations are set up then the union will punch clocks or pick up brass if the following procedures and conditions are followed:

Time clocks or brass stations to be within reasonable walking distance from the parking lot and to be in an enclosed area so as to permit employees shelter from adverse weather whilst waiting to punch.

All punching or picking up brass to be done on employer's time, but not later than 3 minutes after start of shift and not less than 3 minutes prior to end of shift, e.g. start 8:03 A.M. - Finish 4:27 P.M.

Employees arriving prior to starting time of any shift may punch or pick up brass on arrival if they wish and need not necessarily wait until e.g. 8:00 A.M. or

8:03 A.M. If still waiting in line to punch or pick up brass after 8:03 A.M. starting, employees are still to continue punching or picking up brass and will not be docked time or loss of wages.

However, this does not apply to an employee who arrives to attend this line after 8:03 A.M. Employees thus will be considered late.

When the U.A. work force on a project reaches a total of 50 employees, the Contractor will install time clocks or brass stations for this trade's own use. Further time clocks or brass stations may be installed if congestion results due to expanding work force or lack of clocks or brass stations causing non-compliance with the above rules and regulations.

14.26 On jobs employing 20 or more welders per shift, a welding foreman shall be appointed from the local union.

He shall be a qualified welder with provincial qualifications. His duties shall be to assist, inspect and expedite welding equipment and shall work composite with the welding inspectors when a welder is taking a job qualification test on the job site. He shall be paid general foreman's rate of pay.

When the duties of a welding foreman are such that it cannot be handled by one man another welding foreman shall be appointed as determined by the employer.

14.27 Down-hand pipe welding procedure may be used at the employer's discretion as a separate and special welding category. It is not the intention that this down-hand welding procedure be used on pipe formations inside the plant, but where required on main pipeways, or tank farm piping or terminals. A premium rate shall be paid only to those welders actually welding with the down-hand procedure and the fitters actually slinging and aligning and fitting as part of the line-up crew. The premium rate for down-hand welding shall retain parity with the pipe line agreement.

**ARTICLE 15**

**JURISDICTIONAL CLAIMS & DISPUTES**

**15.01A Jurisdictional Claims**

The employer acknowledges the jurisdictional claims of the union as provided for by the Rochester Decision of the American Federation of Labour to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. It is being understood that the claims are subject to trade agreements and final decisions of the A.F.L. - C.I.O. as well as decisions rendered by the impartial Jurisdictional Disputes Board.

For the purpose of clarification, the jurisdictional claims of the union are contained in the appendix attached hereto.

**15.01 B Jurisdictional Disputes**

It is agreed by both parties that there will be no stoppage of work on account of jurisdictional disputes which may occur between or among two (2) or more unions or groups or employees. It is agreed that the employee will continue to work pending the settlement of such disputes on the following basis:

- (1) The employees who have been performing the work under dispute as allocated by the employer will continue to do so until a satisfactory settlement to all parties to the dispute is reached.
- (2) If none of the parties to the dispute have been performing the work in question on the particular job involved, the employer will decide which group of employees shall do the work pending a satisfactory settlement.
- (3) If a union is aggrieved by a direction or an assignment made, recourse may be had to the Impartial Jurisdictional Disputes Board or any successor agency of the Building and

Construction Trades Department. All parties to this agreement must adhere to the procedural rules of the Green Book. If however the Impartial Jurisdictional Disputes Board becomes defunct and fails to create a successor organization and /or fails to render a decision on a dispute brought before it within thirty (30) calendar days, recourse may be sought by the parties before the Construction Panel of the New Brunswick Labour and Employment Board.

- (4) If and when a settlement is made, or the various groups of employees and the employer party have reached agreement on the dispute, the decision will be implemented by the employer. Both parties agree that jurisdictional disputes within their respective organizations arising from this agreement or on jobs on which this agreement applies shall not interfere in any way with the orderly, expeditious and economic progress of the work. There shall be no strike, work stoppage or slow down of any kind by the union or the employees as a result of jurisdictional disputes.

15.02 Prior to the commencement of any large industrial project a pre-job conference will be held and a mark-up meeting called.

**ARTICLE 16**  
**INDUSTRIAL STANDARDS**

**16.01** The parties hereto agree to make a joint application to the Provincial Government for the establishment of wage and hour schedule under the Industrial Standards Act for the plumbing, pipefitting, and mechanical industry for the Province of New Brunswick.

**ARTICLE 17**

**UNION STEWARDS AND UNION OFFICERS**

**17.01** A shop steward shall be appointed by the business manager or business agent of the local union. The employer shall be notified in writing from the local union of the appointment of the shop steward.

17.02 The first employee on the job shall be acting steward until a job steward or shop steward is appointed by the business manager or business agent of the local union. The steward must be on the job at all times while the job is in progress and he shall have the privilege to consult with the foreman about any minor difficulty that may arise.

The shop steward shall be informed of all lay-offs as far in advance as possible and given a list of the employees who are to be laid-off.

17.03 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 quality of work as any other employee. They may have leave of their regular duties to perform union duties only with the permission of their immediate supervisor without suffering loss of pay and with the understanding that a privilege so granted will not be abused. The steward shall be the second from last man laid off. Shop stewards shall not be discriminated against for the performance of his duties. When a shop steward is discharged or laid off from his employment the employer will notify the business manager's office.

17.04 The business manager or business agent of the union shall have access to all work on application to the employer or his representative. Such business manager or agent may discuss with the 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.

17.05 The business manager 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**

**Step One**

**18.01** Where there is a grievance by an employee, the same shall be made in writing to the steward within two (2) working days of the occurrence. The steward shall take the grievance up with the employer's representative of the aggrieved employee.

No grievances will be filed under article 18 against delinquent employers owing monies to the N.B. Pipe Trades Administration Office for trust funds or unpaid wages or non-remitting of union dues in time.

Action for delinquency of trust funds will be taken as outlined in article 20.13

18.02 An answer shall be given not later than twenty-four (24) hours following presentation of the grievance by the steward.

**Step Two**

**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 Local Labour-Management Committee within one further working day.

18.04 The Local Labour-Management Committee shall render their decision not later than four (4) working days of being presented with the grievance.

If the decision is not given in the prescribed time or if the decision is not acceptable then the grievance may be submitted to the Joint Conference Board within two (2) working days or the grievor may at this stage proceed directly to Step Four (4) within two (2) working days if it is desirable to do so.

**18.05** The local union shall be entitled to submit a grievance in writing directly to the employer or the employer's representative on the job site who shall render a decision not later than two (2) working days following the presentation of the grievance to him.

**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 working days following the presentation of the grievance to them.

**18.07** Failing settlement any grievance shall be subject to arbitration in accordance with the following clause.

**Step Three**

**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:

If the decision is not given in the prescribed time or if the decision is not acceptable, the grievor shall within two (2) working days submit the grievance to an arbitrator named in article 18.09 in accordance with clause 18.10

**18.09** The following persons are agreed upon as arbitrators and have agreed to serve as arbitrators under the terms of this agreement.

1. **Tom Kuttner**  
171 Lansdowne St.  
Fredericton, NB E3B IT3  
Work: (506) 453-4669  
Home: (506) 459-8969
2. **Eugene McGinley, Q.C.**  
**Byrne McGinley**  
PO. Box Drawer T  
Bathurst NB E2A 3Z4  
Tel: (506) 546-4405
3. **Judith McPherson**  
115 Queen St., Suite 2  
Moncton NB E1C 1K6  
Tel: (506) 853-1106
4. **Mark Giberson**  
551 Westmorland Place  
Saint John, NB E2J 2G5  
Tel: (506) 633-1771

18.10 The party initiating the grievance shall file the grievance with the arbitrator first named above, and if the arbitrator is not available or unable to serve for any reason, the grievance shall be filed with the arbitrator second or next named above: Arbitrators, after each arbitration, shall rotate in their placement on the list.

**Step Four**

18.11 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 seventy-two (72) hours after the completion of the hearing, provided that a failure to make an award within the time prescribed or as extended by the parties shall not invalidate the proceedings or terminate the authority of the arbitrator.

18.12 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.

**18.13** Where an employee has been discharged or disciplined unjustly or unreasonably, the employee shall be reinstated and shall receive compensation in such amount as he would have earned had he been working or in such amount as is just and reasonable in the circumstances, If an arbitrator determines that an employee has been discharged or otherwise disciplined for cause, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitrator deems just and reasonable in all the circumstances. The burden of establishing that a different penalty should be imposed shall be on the employee concerned.

**18.14** It is understood and agreed that an employee presenting a grievance or an employee whose presence is required in the settlement of a grievance, may, after satisfactory arrangement made with his immediate supervisor, be given time off without deduction of pay to participate in the presentation of the grievance to the extent that his presence is required during the presentation.

**18.15** The times fixed by the article are mandatory but may be extended by mutual agreement in writing. If a grievance or arbitration is not processed within the time allowed, the grievance or arbitration shall be deemed to have been abandoned.

Saturdays, Sundays, and holidays shall be excluded in computing the time allowed.

**18.16** The costs of the arbitrator shall be borne equally by the parties thereto.

**ARTICLE 19**  
**COMPENSATION, ALLOWANCE FOR ROOM,  
BOARD AND TRAVEL**

**19.01**

1. Every employee must declare to his employer his permanent residential address at the time of hiring.
2. Any changes in official residential address during employment must be immediately declared in writing to his employer.
3. Based on the round trip by the shortest public road route from the employees permanent residence as defined in 1 and 2 above to the main entrance to the job site, the following compensation allowance will be paid by the employer to the employee for each day worked or reported for work.

In order to qualify for full travel on Friday an employee must work four (4) hours or forfeit the allowance for that day except in circumstances beyond the control of the employee.

**Round Trip**

Zone "A" - More than 24 miles round trip	\$12.00
Zone "B" - More than 36 miles round trip	\$17.00
Zone "C" - More than 48 miles round trip	\$22.50
Zone "D" - More than 60 miles round trip	\$28.00
Zone "E" - More than 72 miles round trip	\$31 .00
Zone "F" - More than 84 miles round trip	\$33.50
Zone "G" - More than 96 miles round trip	\$39.00
Zone "H" - More than 108 miles round trip	\$58.00

**19.02** Where camp accommodations are provided it shall be at no cost to the employee. No charge shall be levied against the employee for use of any of the **camp** facilities. The option to use the camp or accept the board allowance shall be the right of the

employee. The decision to accept the board allowance or camp accommodations shall be made at the start of employment but may be changed by the employee giving one (1) weeks notice.

**19.03** Distance under this article shall be measured from the main entrance to the job-site on which the employee is employed.

**ART/CL E 20  
TRUST FUNDS,  
MANAGEMENT ADMINISTRATION,  
INDUSTRY PROMOTION FUND,  
UNION ADMINISTRATION FUND,  
PIPE TRADES AND BUILDING TRADES FUND**

**20.01** A participating employer will contribute to the management administration and industry promotion fund for every hour worked by a journeyman or apprentice under the terms of this agreement.

The rate for this fund shall be twenty-five (\$.25) cents per hour for each hour worked for all work performed in the accredited area of the Saint John Mechanical Contractors Employers Association Inc. which consists of the Counties of Saint John, Kings, Queens and Charlotte.

The rate for this fund for all work performed in the accredited area of the Mechanical Contractors Association of New Brunswick Inc. which consists of the total area of New Brunswick **excluding** Kings, Queens, Saint John and Charlotte shall be twenty-six (\$.26) cents for each hour worked by a journeyman or apprentice.

The duration of the industry promotion fund for the Mechanical Contractors Association of N.B. Inc. will be governed pursuant to the letter appended to this agreement.

**20.02** Contributions are to be made monthly by cheque and mailed in sufficient time so as to be

received by the Administration Office no later than 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.

The remittance of these funds for the Saint John Mechanical Contractors Employers Association Inc. shall be forwarded to:

The Saint John Mechanical Contractors  
Employers Association Inc. in trust to:  
PO. Box 2268  
Saint John, N.B.  
E2L 3V1

or to whom S.J.M.C.E.A. may designate from time to time.

The remittance of these funds for the Mechanical Contractor's Association of New Brunswick Inc. shall be forwarded to:

N.B. Pipes Trades Administration Office  
PO. Box 910, Station "A"  
Fredericton, N.B.  
E3B 5B4

or to whom M.C.A. of N.B. may designate from time to time.

### **20.03 Training Trust Fund**

A participating employer will contribute to the Provincial Journeyman and Apprentices Training Trust Fund the sum of twenty-one (\$.21) cents for each hour worked by each employee.

Effective July 1, 1996 employers will contribute and additional ten (\$.10) cents for each hour worked by each employee in the jurisdictional areas of 512, 694, 772, and 799, for the sum of thirty-one (\$.31) cents.

Contributions will be remitted in the said amount and in the manner specified in article 20.13 of this agreement and in accordance with the trust agreement mentioned thereafter.

20.04 Contributions to the trust funds are to be made monthly by cheque and mailed in sufficient time so as to be received by the Administration Office no later than 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.

20.04B Employers wishing to remit the trust monies listed in 20.03, 20.05 and 20.07 as well as contributions for clause 20.01, 20.14 and 20.20 by electronic transfer must make application to the Board of Trustees. Such application must be approved by the Board of Trustees prior to any funds being remitted by electronic transfer.

**20.05 Health and Welfare Trust Fund**

A participating employer will contribute to the Health and Welfare Trust Fund the sum of one dollar and ninety-five cents (\$1.95) for each hour worked by each employee.

Contributions will be remitted in the said amount and in the manner specified in article 20.13 of this agreement and in accordance with the trust agreement mentioned hereafter.

20.06 Contributions to the trust funds are to be made monthly by cheque and mailed in sufficient time so as to be received by the Administration Office no later than the 15th day of the month following that in which the said hours were worked and are to be accompanied by a list of employees for whom the contributions were made.

**20.07 Pension Plan Trust Fund**

The employee will contribute to the Pension Plan Trust Fund the sum of fifty (\$.50) cents for every hour worked during the regular hours of work.

The employee will contribute to the pension plan trust fund the sum of one dollar (\$1.00) per hour for every overtime hour worked.



A participating employer will contribute the sum of three dollars and fifty cents (\$3.50) to the pension plan trust for each hour worked by each employee during the regular hours of work.

A participating employer will contribute double the amount for all overtime hours worked by each employee, making the contribution for the employer seven dollars (\$7.00) per hour.

Contributions will be remitted in the said amounts and in the manner specified in article 20.13 of this agreement and in accordance with the trust agreement mentioned hereafter.

When remitting to the N.B. Pipe Trades Administration Office the employer shall clearly show all hours worked at regular time and all hours worked at double time on the proper forms supplied for this purpose.

#### **For Local 213**

The employee will contribute to the pension plan trust fund the sum of fifty-five (\$.55) cents for every hour worked during the regular hours of work.

The employee will contribute to the pension plan trust fund the sum of one dollar and ten cents (\$1.10) per hour for every overtime hour worked.

Commencing July 1, 1996 each employee will contribute one dollar (\$1.00) to the pension plan trust fund for every hour worked during the regular hours of work and commencing July 1, 1996 the employee will contribute the sum of two dollars (\$2.00) per hour for every overtime hour worked.

A participating employer will contribute the sum of three dollars and fifty cents (\$3.50) to the pension plan trust for each hour worked by each employee during the regular hours of work.

A participating employer will contribute double the amount for all overtime hours worked by each employee, making the contribution for the employer seven dollars (\$7.00) per hour.

Contributions will be remitted in the said amounts and in the manner specified in article 20.13 of this agreement and in accordance with the trust agreement mentioned hereafter.

When remitting to the N.B. Pipe Trades Administration Office the employer shall clearly show all hours worked at regular time and all hours worked at double time on the proper forms supplied for this purpose.

20.08 Contributions to the trust funds are to be made monthly by cheque and mailed in sufficient time so as to be received by the Administration Office no later than the 15th day of the month following that in which the said hours were worked and are to be accompanied by a list of employees for whom the contributions were made.

#### **20.09 Participation**

Benefits from the Pension Plan Fund will be available to United Association members only.

Benefits from the life insurance and survivors benefits will be available to United Association members for whom participating employers are contributing or members making self-pay contributions or for members for whom contributions are made from the surplus fund.

Benefits from the Health and Welfare Trust Fund will be available to employees from whom participating employers are making contributions or to those members making self-pay contributions.

#### **Clarification:**

All benefits under Health & Welfare will be available to United Association members who remain in good standing, have contributions to the plan from participating employers, hour bank or self-pay contributions or continued for a one year period from funding from the surplus.

Future participation in the Health & Welfare Plan will be restricted to U.A. members and U.A.

employees and the N.B. Pipe Trades Administration Office in the Province of N.B. effective date of signing of this agreement.

Subject to clause 20.18.

#### **20.10 Continuation**

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

#### **20.11 National Contractors**

A contractor who, not being signatory to this agreement, but working under the terms of this agreement because of being signatory to a national agreement, shall contribute to all of the trust funds mentioned in this section, in exactly the same manner as if he were a provincial contractor and signatory to this agreement. National contractors shall contribute the full amount to the N.B. Pipe Trades Administration Office for the training trust fund who upon receipt will return the amount required to the National Training Fund.

20.12 Each of the trust funds referred to in article 20.03 - 20.05 - 20.07 shall be governed by and administered pursuant to separate trust agreements which shall be subject to the approval of the employer and the union.

20.13 Contributions, whether by the employer or deducted from the employee for the trust funds are for this specific purpose and will not be appropriated by the employer to any other purpose.

All trust fund contributions are to be remitted monthly by cheque mailed in sufficient time as to be received by the N.B. Pipe Trades Administration Office not later than the 15th day of the month following that in which the said hours were worked for which contributions are made.

The trustees may change the above date at their discretion at any time in the interest of efficiency.

Contributions are to be made on the proper forms supplied for this purpose with the names of employees, social insurance numbers, dates and hours worked and the company's name from whom the contributions came.

**Penalties for Late Remittance and Delinquency:**

Contributions received after the 15th day of the month will be declared delinquent and an assessment of three per cent (3%) per month on these outstanding monies will be assessed against the delinquent employer and will continue until the monies are received.

The N.B. Pipe Trades Administration Office shall also notify the business manager of the union in the area where the employer is engaged in his business who may also take action by removing the employees from the job-site and such action **will not be deemed** a violation of this agreement.

Any employer who is delinquent in any trust fund payment will be compelled to make payments on a weekly basis.

The parties to this agreement agree that recovery of any default in payment by any employer bound by this collective agreement of trust funds, management funds, administration funds or union dues may be pursued in a court of law and not through grievance and arbitration provisions of article 18 of this agreement at the option of the Board of Trustees.

Such action may be commenced ten (10) days after a default in payment has occurred.

20.14 The remittance of union dues by the 20th of the month in which they were deducted and accompanied by a list of employees from whom they were deducted will be made to the proper union representative in their respective accredited area:

Financial Secretary-Treasurer 166 Tower Street Saint John, N.B. E2M 1Z2 Phone: (506) 635-1605 Fax: (508) 635-8450	Local 213
Business Manager 90 Norwood Ave., Room 200 Moncton, N.B. E1C 6L9 Phone: (506) 856-8691 Fax: (506) 857-0733	Local 694
Business Manager 1765 Fournier Ave., Suite 1 Bathurst Industrial Park Bathurst, N.B. E2A 4W7 Phone: (506) 546-5502 Fax: (506) 548-8528	Local 512
Business Manager P.O. Box 910, Station A Fredericton, N.B. E3B 5B4 Phone: (506) 459-3325 Fax: (506) 458-1257	Local 772
Business Manager P.O. Box 498 Newcastle, N.B. E1 V 3M6 Phone: (506) 622-1570 Fax: (506) 622-2523	Local 799

The remittance of the trust funds, industry funds and administration funds are to be made in accordance with article 20.13 on forms supplied by the Administration Office and made to:

N.B. Pipe Trades Administration Office  
P.O. Box 910, Station A  
Fredericton, N.B. E3B 5B4

or to whom the parties to this agreement may designate from time to time.

The names of the employees, the social insurance number, the hours worked, the local union to which

the member belongs and the local jurisdiction in which the work was performed will be entered on the forms by the employer.

**20.15 Board of Trustees**

The policies and procedures necessary to operate and maintain the trust funds as noted in article 20.03, 20.05, 20.07 will be governed by a Board of Trustees in accordance with the trust documents in safe keeping.

**20.16** All employees covered by this plan must become members of the union and continue membership in the union.

**20.17** The trustees shall comprise of one representative appointed by the Saint John Mechanical Contractors Employer's Association Inc., four representatives appointed by the Mechanical Contractors Association of New Brunswick Inc. and five representatives appointed by the New Brunswick Pipe Trades Association representing each United Association Local in New Brunswick.

**20.18** 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 trust fund noted between the employers and the unions of the New Brunswick Pipe Trades Association and to make such rules and regulations as the trustees of the above noted Trust Funds deem necessary for the successful operation of the same.

**20.19 Administration Fund**

Every journeyman or apprentice working under this agreement will pay into an administration fund. The employee will contribute to the administration fund for every hour worked.

The contributions for each of the five locals (213, 512, 694, 772 and 799) is listed:

Local 213- 1% of gross hourly rate excluding vacation pay plus .10 for every hour worked.

Local 512 - .25 cents for every hour worked.

Local 694 - .25 cents for every hour worked.

Local 772 - 2% of gross **wages** including vacation pay

Local 799 - .25 cents for every hour worked.

This contribution will be deducted by the employer and will be made to the N.B. Pipe Trades Administration Office, P.O. Box 910, Station "A", Fredericton, N.B., E3B 5B4. Accompanied by a list showing the names and social insurance numbers and hours worked of the employees from whom the contributions were deducted.

A list will also be submitted to the Financial Secretary-Treasurer of the local union showing the employee's name, local union to which they belong and the hours worked.

#### **20.20 Pipe Trades and Building Trades Fund**

All employees will contribute the sum of two (2) cents for every hour worked by a journeyman or apprentice to the New Brunswick Pipe Trades. In addition employees who are members of local 772, 694, 799, 512, and 213 will contribute one (1) cent for every hour worked by a journeyman or apprentice to the Provincial Building Trades Fund. Employees who are members of local 213 will contribute an additional one (1) cent for every hour worked by a journeyman or apprentice to the Saint John Building Trades Fund.

These contributions will be deducted by the employer and will be forwarded to:

N.B. Pipe Trades Administration Office  
PO. Box 910, Station "A"  
Fredericton, N.B.  
E3B 5B4



**ARTICLE 21  
DURATION**

**21.01** This agreement shall be in full force and effect from the date of signing to and including the 30th day of June, 1997 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.

21.02 Where a notice requesting negotiation of a new agreement has ben given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect to a renewal, amendment or substitution hereof, or until such time as the parties are authorized to declare a strike or lock-out under the New Brunswick Industrial Relations Act, provided that this agreement may be further extended from time to time by mutual agreement.

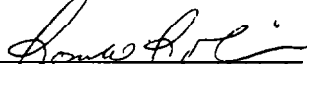


In Witness Whereof the union and the employers  
have signed this agreement this 4th day of August  
1995, in Miramichi City, New Brunswick

ON BEHALF OF THE MECHANICAL CONTRACTORS  
ASSOCIATION OF NEW BRUNSWICK:


William Dixon 

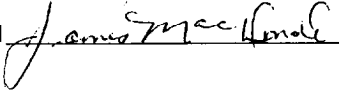
Phil Cormier 

Romuald Robichaud 

ON BEHALF OF THE UNITED ASSOCIATION:

Local 512

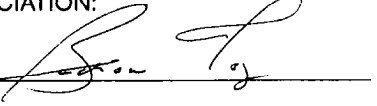
Brad Brinston   
Local 6944

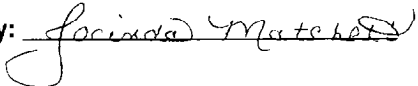
James MacDonald   
Local 772

Thomas O'Toole  
Local 772

Budrow Tozer   
Local 799

ON BEHALF OF THE NEW BRUNSWICK PIPE  
TRADES ASSOCIATION:

Budrow Tozer   
President

Witnessed By: 

In witness whereof the union and the employers have signed this agreement the 23rd day of June 1995 in Saint John, New Brunswick.

**ON BEHALF OF THE MECHANICAL CONTRACTORS ASSOCIATION INC.**

Ken Bowser \_\_\_\_\_

**ON BEHALF OF THE UNITED ASSOCIATION**

Ken Somerville *Kenneth R. Somerville*

Charles Stevens \_\_\_\_\_

Albert Dempster \_\_\_\_\_

Witnessed By: CAROL ARMSTRONG

#### **APPENDIX "A"**

The following is the jurisdiction of work of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada:

1. All piping for plumbing, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathrooms, toilet room and shower room accessories, i.e. as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose cabinets and accessories if not connected to a fire protection system as noted between the Canadian Automatic Sprinkler Association and United Association Local Unions 496, 488, 56, 179,799,787 and 254.
12. All block tin coils, carbonic gas piping for soda fountains and bar, etc.
13. All piping for railing work, and rack of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum pneumatic, air, water, steam, oil or gas, used in connection with railway cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers, super-heaters, regardless of the mode or method of making joint hangers, **and** erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, waterlegs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping for all smoke consuming and washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

- 23 The setting and erecting of all boilers feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air-conditioning systems.
24. All piping for artificial gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarms piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the changing and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for, carrying systems by vacuum, compressed air, steam water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipefitting Industry.
41. The handling and setting of boilers, wetting of fronts, setting of soot blowers, and attaching of all boiler trimmings.

42. All pipe transportation lines for AGS, oil, gasoline, fluids and liquids, water aqueducts, and waterlines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting Industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting Industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e. artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or product manufactured into pipe, usable in the pipefitting Industry, regardless of size and shape.

