

**INDUSTRIAL AGREEMENT**

**2013 – 2016**

**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 325  
OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA  
HEREINAFTER CALLED THE “UNION”  
OF THE SECOND PART**

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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 PIPE FITTING AND INDUSTRIAL MAINTENANCE IN THE PROVINCE OF NEW BRUNSWICK, EXCEPT WHERE AN INDUSTRIAL MAINTENANCE AGREEMENT IS IN AFFECT OR NEGOTIATED BY THE LOCAL UNION HAVING JURISDICTION IN THE AREA.
- 1.03 THE PARTIES TO THIS AGREEMENT AGREE TO ADOPT THE PRINCIPLES OF THE UNITED ASSOCIATION STANDARD OF EXCELLENCE AND STANDARD FOR EXCELLENCE DISCIPLINARY GUIDELINE AS FOUND IN APPENDIX B OF THIS AGREEMENT.

## **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 2.05B.
- 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 STEAM FITTER-PIPE FITTER SHALL MEAN A PERSON WHO HAS RECEIVED A CERTIFICATE OF QUALIFICATION IN THE STEAM FITTER-PIPE FITTER TRADE OR HOLDS A VALID STEAM FITTER-PIPE FITTER LICENSE. NOTWITHSTANDING THE ABOVE, A JOURNEYMAN STEAM FITTER-PIPE FITTER SHALL ALSO MEAN A PERSON HAVING LONG WORKING EXPERIENCE AND IS KNOWN TO BE QUALIFIED AS A STEAM FITTER-PIPE FITTER 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 PIPE FITTING INDUSTRY UNDER THE NEW BRUNSWICK APPRENTICESHIP AND OCCUPATIONAL 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.

- 2.05B WELDER SHALL MEAN A PERSON WHO HOLDS A CURRENT F3-F4 QUALIFIED TICKET OR F4 QUALIFIED TICKET.
- 2.05C GAS PIPE FITTER SHALL MEAN A PERSON WHO HAS RECEIVED A CERTIFICATE OF QUALIFICATION IN THE STEAM FITTER/PIPE FITTER TRADE OR IN THE PLUMBING TRADE AND HOLDS A VALID GAS PIPEFITTER LICENSE.
- 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 PIPE FITTING 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 PIPE FITTING 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 PIPE FITTING 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, STEAM FITTING, GAS FITTING, INDUSTRIAL PIPE FITTING OR HYDRAULIC PIPE FITTING, 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 PIPE FITTING MEANS ALL PLUMBING AND PIPE FITTING 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, SMELTER COMPLEXES, THERMAL POWER PLANTS, HYDRO POWER PLANTS, NUCLEAR POWER PLANTS, HEAVY WATER PLANTS, PAPER MILLS, PULP AND SULPHITE 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 OR WASTE OIL REFINERY RECYCLING PLANTS, COMPRESSOR STATIONS, BOOSTER STATIONS AND PRESSURE REDUCING STATIONS. ABOVE, THE EMPLOYER AND THE BUSINESS MANAGER OF THE UNION SHALL MEET AND AGREE TO THE TERMS UNDER WHICH THE WORK WILL BE CARRIED OUT.
- 2.11A INDUSTRIAL FABRICATION
- ALL WORK PERFORMED IN AN EMPLOYER'S SHOP FOR AN INDUSTRIAL SITE AS PER ARTICLE 2.11 SHALL BE UNDER THE INDUSTRIAL WAGE RATES AS PER ARTICLE 10, WHETHER THE INDUSTRIAL SITE IS UNDER A SPECIAL AGREEMENT OR NOT.
- IF AN ARTICLE IS NEGOTIATED INTO A SITE AGREEMENT ALLOWING FABRICATION TO BE OFF-SITE WAGE SCALE THEN THIS SHALL NOT APPLY.
- 2.12 COMMERCIAL PLUMBING AND PIPE FITTING MEANS ALL PLUMBING AND PIPE FITTING NOT COVERED UNDER THE DEFINITION OF INDUSTRIAL PLUMBING AND PIPE FITTING INCLUDING BUT NOT LIMITED TO THE INSTALLATION, SERVICE AND REPAIR OF ANY PLUMBING AND PIPE FITTING WORK IN DWELLING HOUSES, APARTMENT HOUSES, CHURCHES, SCHOOLS, HOSPITALS, INSTITUTIONAL BUILDINGS, COMMERCIAL BUILDINGS, FACTORIES, LIGHT INDUSTRIES, STORES, SHOPPING CENTERS, AND /OR BUILDINGS THAT WOULD NORMALLY BE OCCUPIED FOR DOMESTIC, COMMERCIAL AND INSTITUTIONAL PURPOSES. ABOVE, THE EMPLOYER AND THE BUSINESS MANAGER OF THE UNION SHALL MEET AND AGREE TO THE TERMS UNDER WHICH THE WORK WILL BE CARRIED OUT.
- 2.13 INDUSTRIAL MAINTENANCE MEANS ALL PLUMBING AND PIPE FITTING 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. THE MASCULINE SHALL INCLUDE THE FEMININE AND VICE VERSA.
- 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, STEAM FITTERS, STEAM FITTER APPRENTICES, PIPE FITTERS, PIPE FITTER APPRENTICES, GAS PIPE FITTERS, INSTRUMENT MECHANICS, INSTRUMENT MECHANIC APPRENTICES, PIPE FITTER WELDERS, WELDER APPRENTICES, FOREMEN AND GENERAL FOREMEN EMPLOYED WITHIN THE JURISDICTION OF LOCAL 325, 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 EMPLOYERS SIGNATORY TO THIS AGREEMENT OR WHO BECOME SIGNATORY TO THIS AGREEMENT. (SUBJECT TO ARTICLE 9.01, 9.02 AND 6.02)
- 3.03 THE UNION AND ALL IT’S MEMBERS RECOGNIZE THE MECHANICAL CONTRACTOR ASSOCIATION OF NEW BRUNSWICK 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 JURISDICTION OF LOCAL 325.
- 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 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: FOR LOCAL 325 THE TRANSFER OF EMPLOYEES PRESENTLY EMPLOYED ON INDUSTRIAL JOBS TO OTHER INDUSTRIAL JOBS THE EMPLOYER MAY HAVE IN THE SAME GEOGRAPHIC AREA. SUCH TRANSFERS WILL BE PERMITTED PROVIDING MORE THAN SIX (6) EMPLOYEES ARE INVOLVED. IF MORE THAN SIX (6) ARE REQUIRED IT WILL ONLY BE PERMITTED WITH THE CONSENT OF THE BUSINESS MANAGER. IT IS AGREED THAT TRANSFERS SHALL NOT DISPLACE EXISTING EMPLOYEES FOR A PERIOD OF FIVE (5) WORKING DAYS. 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. IT IS ALSO AGREED THAT TRANSFERS FROM WORK COVERED UNDER THE INDUSTRIAL AGREEMENT TO WORK COVERED UNDER THE COMMERCIAL AGREEMENT, OR VICE VERSA, SHALL NOT BE PERMITTED.

- 4.03 THE EMPLOYER HAS THE EXCLUSIVE RIGHT TO APPOINT A FOREMAN WHO IS NOT NAME HIRED 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 THIS 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 FULFILMENT 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 MANGER 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.

LOCAL 325 DISPUTES WILL BE REFERRED DIRECTLY 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 THE WORK IS BEING PERFORMED FIRST PREFERENCE OF EMPLOYMENT AT ANY TIME. PROPERLY QUALIFIED MEMBERS OF THE UNITED ASSOCIATION LOCAL UNIONS WITHIN THE PROVINCE OF NEW BRUNSWICK WILL RECEIVE SECOND PREFERENCE OF EMPLOYMENT AT ANY TIME. THE UNION SHALL HAVE TWO (2) WORKING DAYS TO SUPPLY QUALIFIED UNION MEMBERS.

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 FOREMAN AND GENERAL FOREMAN IF MEMBERS HAVE THE NECESSARY QUALIFICATIONS, WHICH WILL BE DETERMINED BY THE EMPLOYER.

IF PROPERLY QUALIFIED MEMBERS ARE UNAVAILABLE TO FILL THE POSITIONS OF FOREMAN AND GENERAL FOREMAN IN THE LOCAL AREA, THE EMPLOYER SHALL USE THE PREFERENCE AS OUTLINED IN ARTICLE 7.01, IF SECOND PREFERENCE MEMBERS HAVE THE NECESSARY QUALIFICATIONS.

CONSIDERATION WILL BE GIVEN TO MEMBERS WHO HAVE PARTICIPATED IN THE UA/MCA SUPERVISORY TRAINING PROGRAM.

PREFERENCE WHEN ESTABLISHING OVERTIME OR SHIFT WORK, WITH EMPLOYEES PRESENTLY EMPLOYED BY THE EMPLOYER, WILL BE GIVEN TO JOURNEYMEN 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, SUCH AS WHEN WORK IS TO CONTINUE UNEXPECTEDLY AFTER THE SHIFT ENDS. IT DOES NOT APPLY TO WORK TO BE CARRIED OUT ON WEEKENDS OR HOLIDAYS.

- 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 PERCENT (3%) ASSESSMENT WILL CONTINUE TO APPLY FOR EACH MONTH THEREAFTER 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.

TO BE REVIEWED MONTHLY BY THE FINANCIAL SECRETARY TREASURER LOCAL 325.

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.

## **ARTICLE 8 - HIRING AND TERMINATION**

8.01 THE EMPLOYER OR HIS REPRESENTATIVES 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. ON HIRING THE EMPLOYER MAY NAME REQUEST THE FIRST TWO HIRES OF A 12-MAN CREW. THE UNION MAY THEN DISPATCH THE NEXT FOUR, FOLLOWED BY THREE BY THE EMPLOYER AND THEN THREE FOR THE UNION. A SECOND 12-MAN CREW SHALL BE DEPLOYED IN THE SAME MANNER WITH NO FURTHER NAME REQUESTS ONCE THE TWO 12-MAN CREWS ARE IN PLACE. NAME REQUESTS BY THE EMPLOYER MUST COME FROM THE FIRST 100 NAMES ON THE FITTER LIST AND FIRST 100 NAMES ON THE WELDER LIST. EMPLOYEES SO HIRED SHALL BE LAID OFF IN AN ORDER DETERMINED BY THE EMPLOYER.

NOTWITHSTANDING THE HIRING PROCEDURE DESCRIBED IN THIS ARTICLE THE EMPLOYER SHALL NAME HIRE ALL FOREMEN AND THEY SHALL BE EMPLOYED AT THE DISCRETION OF THE EMPLOYER FOR THE DURATION OF THE PROJECT, SUCH THAT THEY MAY BE DEMOTED TO WORKING FOREMAN AND TO JOURNEYMAN. BOTH PARTIES AGREE TO DEVELOP AND/OR ADOPT A SUPERVISORY PROGRAM FOR FOREMEN.

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 U. A. 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.

THE EMPLOYER RETAINS THE RIGHT TO REFUSE TO EMPLOY ANY MEMBER REFERRED BY UNION WHO HAS PREVIOUSLY BEEN SUBJECT TO DISCIPLINARY ACTION BY THE EMPLOYER UNDER THE STANDARD OF EXCELLENCE DISCIPLINARY GUIDELINE AS FOUND IN APPENDIX C OF THIS AGREEMENT.

IT SHALL ALSO BE A VIOLATION OF THIS AGREEMENT FOR AN EMPLOYER TO ENCOURAGE AN EMPLOYEE TO TAKE TIME OFF WITHOUT PAY IN SLACK PERIODS. EXCEPTIONS TO THIS ARTICLE SHALL BE, THE ANNUAL CHRISTMAS BREAK, OR LACK OF MATERIAL NOT EXCEEDING THREE WORKING DAYS, OR THE EMPLOYEES ANNUAL VACATION PERIOD, OR WHO ARE SICK OR ABSENT FOR PERSONAL REASONS. ANY LACK OF MATERIAL OR ABSENCE SHALL BE REPORTED BY THE SHOP STEWARD WITH THE NAMES OF THE EMPLOYEES AFFECTED. ABUSE OF THIS ARTICLE WILL BE SUBJECT TO ARTICLE 18.

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 BE IN POSSESSION OF CERTIFICATES OF QUALIFICATION, LICENSES AND A NBCSA PASSPORT WITH CURRENT STICKERS FOR CONSTRUCTION SAFETY ORIENTATION, WHMIS, FALL PROTECTION, CONFINED SPACE AND ANY OTHER CURRENT STICKERS DEEMED NECESSARY AND MUTUALLY

AGREED TO BY THE EMPLOYER'S ASSOCIATION AND THE UNION FOR THE WORK REQUIRED AND THE UNION AGREES TO GIVE A WORK REFERRAL SLIP TO ANYONE HIRED UNDER THE TERMS OF THIS AGREEMENT. ANY UNITED ASSOCIATION MEMBER HIRED UNDER THE TERMS OF THIS AGREEMENT SHALL NOT WORK UNDER THE TERMS AND CONDITIONS OF ANY OTHER AGREEMENT SUBJECT TO ARTICLE 4.02. 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 PIPE FITTER OR VICE-VERSA UNLESS HE IS QUALIFIED AND PRIOR APPROVAL OF THE BUSINESS MANAGER IS OBTAINED.

- 8.03 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 PIPE FITTER OR PLUMBER AT ALL TIMES, EXCEPT A FOURTH YEAR APPRENTICE.

WELDER APPRENTICES MAY WORK UNSUPERVISED WITHIN THE PARAMETERS OF THEIR QUALIFICATIONS.

- 8.04 THE PERMITTED RATIO OF APPRENTICES TO JOURNEYMEN SHALL BE ONE APPRENTICE TO FIVE JOURNEYMEN. THE PERMITTED RATIO OF WELDER APPRENTICES TO JOURNEYMEN WELDERS SHALL BE ONE (1) WELDER APPRENTICE TO EIGHT (8) JOURNEYMEN.

- 8.05 THE EMPLOYER FOR THE FIRST JOURNEYMAN PLUMBER EMPLOYED SHALL BE PERMITTED TO EMPLOY ONE PLUMBER APPRENTICE.

THE EMPLOYER FOR THE FIRST JOURNEYMAN PIPE FITTER EMPLOYED SHALL BE PERMITTED TO EMPLOY ONE PIPE FITTER APPRENTICE.

THE EMPLOYER FOR THE FIRST JOURNEYMAN WELDER EMPLOYED SHALL BE PERMITTED TO EMPLOY ONE WELDER 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 PIPE FITTERS EMPLOYED MUST EMPLOY ONE ADDITIONAL PIPE FITTER APPRENTICE IF THE LOCAL UNION IN WHERE THE JOB IS BEING PERFORMED HAS APPRENTICE PIPE FITTERS ON THE OUT OF WORK LIST.

THE EMPLOYER FOR EACH ADDITIONAL EIGHT (8) JOURNEYMEN WELDERS EMPLOYED MUST EMPLOY A WELDER APPRENTICE IF THE LOCAL UNION IN WHERE THE JOB IS BEING PERFORMED HAS APPRENTICE WELDERS ON THE OUR 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 RECEIVE HIS WAGES EARNED IN FULL, VACATION PAY, IF ANY, AND GIVEN HIS E.I. RECORD OF EMPLOYMENT.

HE SHALL BE PAID FOR HIS REGULAR SCHEDULED HOURS UNTIL THESE CONDITIONS HAVE BEEN MET.

EMPLOYEES DISCHARGED FOR JUST CAUSE WILL BE REMOVED FROM THE JOB SITE AND SHALL RECEIVE THEIR WAGES EARNED IN FULL, VACATION PAY, IF ANY, AND GIVEN HIS E. I. RECORD OF EMPLOYMENT BY MAIL WITHIN THREE (3) WORKING DAYS.

#### **SHUTDOWN CONDITIONS**

WHEN EMPLOYEES WORKING THEIR REGULAR SCHEDULED SHUTDOWN HOURS ARE LAID OFF, THEY SHALL RECEIVE THEIR WAGES EARNED IN FULL, VACATION PAY, IF ANY, AND THEIR E.I. RECORD OF EMPLOYMENT BEFORE THEY LEAVE THE JOB SITE.

SHOULD IT BECOME NECESSARY TO LAY OFF PRIOR TO THE COMPLETION OF THE SHUTDOWN DUE TO UNFORSEEN CIRCUMSTANCES, THE TIME AND ENTITLEMENT FOR HOURS WORKED SHALL BE CALCULATED AND VERIFIED BY THE EMPLOYEE, FOREMAN, COMPANY, AND SHOP STEWARD BEFORE HE LEAVES THE JOB SITE. THE EMPLOYER WILL MAIL THE EMPLOYEES WAGES EARNED, VACATION PAY AND HIS E. I RECORD OF EMPLOYMENT WITHIN THREE (3) WORKING DAYS.

SHOULD IT BECOME NECESSARY TO CONTINUE WORK BEYOND THE COMPLETION TIME OF THE SHUTDOWN FOR ANY REASON, THE ADDITIONAL TIME AND ENTITLEMENT FOR WORK PERFORMED

AFTER THE SCHEDULED COMPLETION TIME WILL BE CALCULATED AND VERIFIED BY THE EMPLOYEE, FOREMAN, COMPANY, AND SHOP STEWARD BEFORE HE LEAVES THE JOB SITE.

THE EMPLOYER WILL MAIL THE EMPLOYEES EXTRA WAGES EARNED, VACATION PAY AND HIS E. I. RECORD OF EMPLOYMENT WITHIN THREE (3) WORKING DAYS.

NOTWITHSTANDING THE FOREGOING, THE EMPLOYEES WILL BE PAID FOR THEIR PREVIOUS REGULAR PAY PERIOD ON THEIR REGULAR SCHEDULED PAY DAY OR UPON LAY OFF WHICHEVER IS FIRST.

- 8.07 WHEN EMPLOYMENT IS TERMINATED BY THE EMPLOYEE HE SHALL GIVE NOTICE THREE (3) WORKING DAYS IN ADVANCE IN ORDER TO RECEIVE HIS WAGES EARNED IN FULL, VACATION PAY, IF ANY, AND HIS E. I. RECORD OF EMPLOYMENT BY THE END OF THE NOTICE PERIOD.
- 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 - WORK TIME**

### **9.01 WORK TIME - 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 8AM TO 4:30PM WITH ONE HALF HOUR FOR LUNCH FROM 12 NOON TO 12:30PM.

WHEN IT IS MUTUALLY ADVANTAGEOUS FOR THE UNION AND THE EMPLOYER ON A PARTICULAR JOB SITE TO CHANGE THE ABOVE NOTED HOURS OF WORK OR HOLIDAYS, THE UNION AND THE EMPLOYER SHALL JOINTLY MEET AND ESTABLISH THE CONDITIONS TO BE IMPLEMENTED. WHEN A COMPRESSED WORK WEEK IS IMPLEMENTED IT WILL BE DONE AS PER THIS ARTICLE. WHEN SUCH CHANGES ARE AGREED TO IT SHALL NOT BE DEEMED A VIOLATION OF THIS AGREEMENT.

WHEN WORK IS SCHEDULED FOR SATURDAY, SUNDAY, OR A HOLIDAY, THE REGULAR HOURS OF WORK FOR THE DAY SHIFT SHALL BE FROM 8AM TO 4:30PM WITH ONE HALF HOUR FOR LUNCH FROM 12 NOON TO 12:30PM. 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.

THE EMPLOYER SHALL HAVE THE PREROGATIVE TO VARY THE START/QUIT TIME BY UP TO ONE HOUR. THE EMPLOYER MAY SCHEDULE THE REGULAR WORK WEEK IN FOUR CONSECUTIVE TEN (10) HOUR DAYS AT STRAIGHT TIME RATES OF PAY. THE FOUR TEN HOUR DAYS SHALL BE SCHEDULED DURING A MONDAY TO THURSDAY OR TUESDAY TO FRIDAY PERIOD. SUCH COMPRESSED WORK WEEKS MAY BE WORKED AS SHIFT WORK AND PREMIUMS WILL APPLY FOR AFTERNOON SHIFTS.

A 15-MINUTE REST BREAK SHALL BE TAKEN AT THE MID POINT OF EACH HALF SHIFT AND A ONE-HALF HOUR MEAL BREAK SHALL BE TAKEN AT THE MID POINT OF EACH SHIFT.

IF THE PROJECT REQUIRE THAT THE FOUR TEN (10) HOUR DAYS BECOME FIVE TEN (10) HOUR DAYS, THEN THE EMPLOYER WILL REVERT BACK TO REGULAR WORKING HOURS WITH OVERTIME.

WHEN WORKING A COMPRESSED WORK WEEK TRAVEL AND BOARD ALLOWANCES WILL BE PAID FOR FIVE (5) DAYS AFTER THIRTY-SIX (36) HOURS AT REGULAR RATES HAVE BEEN WORKED AND THE EMPLOYEE HAS WORKED THE COMPLETED SHIFT ON THE LAST DAY OF THE WEEK. SHOULD A STATUTORY DAY FALL DURING THE COMPRESSED WORK WEEK, AND IT IS NOT WORKED, THEN FOUR (4) DAYS BOARD WILL BE PAID AFTER TWENTY-SEVEN (27).

UNDER NO CIRCUMSTANCES SHALL THE WORK TIME OF A FOUR-TEN HOUR DAY SYSTEM BE LESS THAN THAT OF A REGULAR WORK WEEK.

#### 9.02 SECOND SHIFT

THE EMPLOYER MAY WORK SHIFT WORK (INVOLVING TWO OR MORE SHIFTS) ON A PARTICULAR JOB. THE SECOND 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 SECOND SHIFT SHALL BE FROM 4:30 P. M. UNTIL 1:00 A. M., WITH A ONE-HALF HOUR FOR LUNCH BREAK UNPAID.

THE EMPLOYER MAY AFTER CONSULTATION WITH THE BUSINESS MANAGER START ANOTHER SHIFT PRIOR TO THE END OF THE SECOND SHIFT. EMPLOYEES SHALL BE PAID FOR EIGHT (8) HOURS WHEN FULL SHIFT HOURS ARE WORKED. LUNCH BREAK WILL BE UNPAID.



THE SHIFT PREMIUM FOR OTHER THAN DAY SHIFT SHALL BE FIFTEEN PERCENT (15%) ABOVE THE REGULAR HOURLY RATE OF PAY FOR ALL HOURS WORKED.

WHEN SHIFT WORK IS INSTITUTED THE SHIFT MUST CONTINUE FOR AT LEAST TWO (2) CONSECUTIVE REGULAR WORKING DAYS. SHOULD THE SHIFT BE CANCELLED PRIOR TO THE COMPLETION OF TWO (2) CONSECUTIVE WORKING DAYS EMPLOYEES SHALL BE PAID DOUBLE THE HOURLY RATE PLUS SHIFT PREMIUM FOR ALL HOURS WORKED.

IT IS INTENDED THAT ONCE AN EMPLOYEE IS HIRED FOR OR TRANSFERRED TO A PARTICULAR SHIFT, HE WILL COMPLETE AT LEAST TWO (2) FULL CONSECUTIVE WORKING DAYS ON THAT SHIFT OR BE PAID DOUBLE THE HOURLY RATE PLUS SHIFT PREMIUM FOR ALL HOURS WORKED.

WHEN SHIFT WORK SCHEDULED FOR A SATURDAY IS CANCELLED, NOTICE MUST BE GIVEN DURING THE SHIFT ON THURSDAY, WHEN WORK SCHEDULED FOR A SUNDAY IS CANCELLED; NOTICE OF CANCELLATION MUST BE GIVEN TO EMPLOYEES DURING THE SHIFT ON FRIDAY.

ANY HOURS WORKED IN EXCESS OF THE ABOVE NOTED SHIFT HOURS SHALL CONSTITUTE OVERTIME AND PAID ACCORDINGLY BUT DO NOT FORM PART OF THE TWO (2) 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. WHEN WORK IS SCHEDULED FOR THESE DAYS THE EMPLOYEE SHALL BE PAID FOR LUNCH BREAKS AT THE SAME HOURLY RATE AS IS APPLICABLE FOR WORK THAT DAY.

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 EXCESS OF THE SHIFT HOURS IS VOLUNTARY AND NO PENALTY SHALL BE PLACED UPON THE EMPLOYEE FOR NOT WORKING THEM.

- 9.03 THE SHIFT RATE FOR EMPLOYEES WORKING OTHER THAN THE DAY SHIFT SHALL BE FIFTEEN PERCENT (15%) ABOVE THE REGULAR HOURLY RATE OF PAY FOR ALL HOURS WORKED.

HOURS WORKED IN EXCESS OF THE SHIFT HOURS SHALL BE PAID AT DOUBLE THE BASIC HOURLY RATE OF PAY. THE SHIFT PREMIUM SHALL BE PAID FOR ALL HOURS WORKED.

NOTE: THE SHIFT RATE SHALL BE THE REGULAR RATE OF PAY AS PER ARTICLE 10.01. THE SHIFT PREMIUM OF 15% SHALL BE PAID ON ALL HOURS WORKED. THE OVERTIME RATE SHALL BE DOUBLE THE BASIC HOURLY RATE AS PER ARTICLE 10.01.

THE EMPLOYER WILL MAKE EVERY EFFORT IN CHANGING SHIFTS NOT TO FINANCIALLY DISADVANTAGE EMPLOYEES REQUIRED TO CHANGE SHIFTS.

- 9.04 SHIFTS WORKED PRIOR TO 8:00 A. M. ON A SATURDAY OR A HOLIDAY SHALL BE CONSIDERED TO HAVE BEEN WORKED ON THE PREVIOUS DAY.

9.05 A REST PERIOD OF EIGHT (8) HOURS SHALL PREVAIL BETWEEN WORK PERIODS OR OVERTIME RATES SHALL PREVAIL.

9.06 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.

9.07 THE FOLLOWING DAYS SHALL BE CLASSED AS HOLIDAYS:

|                   |                  |
|-------------------|------------------|
| NEW YEAR'S DAY    | LABOUR DAY       |
| GOOD FRIDAY       | THANKSGIVING DAY |
| VICTORIA DAY      | REMEMBRANCE DAY  |
| CANADA DAY        | CHRISTMAS DAY    |
| NEW BRUNSWICK DAY | BOXING DAY       |

ADDITIONALLY, IF WORK IS PERFORMED ON THESE HOLIDAYS, SUCH WORK SHALL BE PAID AT DOUBLE THE REGULAR HOURLY RATE OF PAY. IF A PREMIUM IS APPLICABLE IT SHALL BE PAID FOR ALL HOURS WORKED.

9.08 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.

9.09 OVERTIME WORK DONE ON 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.

OVERTIME ON A REGULAR WORKING DAY SHALL BE PAID AT DOUBLE THE REGULAR HOURLY RATE.

OVERTIME ON THE SECOND SHIFT SHALL BE PAID AT DOUBLE THE BASIC HOURLY RATE. SHIFT PREMIUM WILL BE PAID ON ALL HOURS WORKED.

9.10 WORK ON THE DAY SHIFT PERFORMED ON A SATURDAY, SUNDAY, OR A HOLIDAY SHALL BE PAID FOR AT DOUBLE THE REGULAR HOURLY RATE.

WHEN SHIFT WORK IS PERFORMED ON A SATURDAY, SUNDAY, OR A HOLIDAY IT SHALL BE PAID FOR AT TWO (2) TIMES THE BASIC HOURLY RATE OF PAY. THE SHIFT PREMIUM WILL BE PAID FOR ALL HOURS WORKED.

9.11 ANY EMPLOYEE WHO IS CALLED OUT AND REPORTS FOR WORK AFTER COMPLETING HIS REGULAR HOURS OR ON THE WEEKEND SHALL BE PAID A MINIMUM OF TWO (2) HOURS AT THE OVERTIME RATE.

9.12 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.

## ARTICLE 10 – WAGES

10.01 THE HOURLY RATE OF PAY FOR A JOURNEYMAN SHALL BE AS FOLLOWS:

### WAGES (STRAIGHT TIME)

|                  | Nov 11, 2013 | July 1, 2014 | July 1, 2015 |
|------------------|--------------|--------------|--------------|
| HOURLY RATE      | \$39.65      | \$40.35      | \$41.06      |
| VACATION PAY     | 4.37         | 4.45         | 4.53         |
| TRAINING FUND    | 0.65         | 0.65         | 0.65         |
| HEALTH / WELFARE | 3.30         | 3.30         | 3.30         |
| PENSION          | 5.27         | 5.55         | 5.85         |
| TOTAL PACKAGE    | \$53.24      | 54.30        | \$55.39      |

### WAGES (SHIFT PREMIUM - 15%)

|                  | Nov 11, 2013 | July 1, 2014 | July 1, 2015 |
|------------------|--------------|--------------|--------------|
| HOURLY RATE      | \$45.60      | \$46.40      | \$47.22      |
| VACATION PAY     | 5.02         | 5.10         | 5.19         |
| TRAINING FUND    | 0.65         | 0.65         | 0.65         |
| HEALTH / WELFARE | 3.30         | 3.30         | 3.30         |
| PENSION          | 5.27         | 5.55         | 5.85         |
| TOTAL PACKAGE    | \$59.84      | \$61.00      | \$62.21      |

### WAGES (OVERTIME SHIFT PREMIUM - 15%)

|                  | Nov 11, 2013 | July 1, 2014 | July 1, 2015 |
|------------------|--------------|--------------|--------------|
| HOURLY RATE      | \$85.25      | \$86.75      | \$88.28      |
| VACATION PAY     | \$9.38       | \$9.54       | \$9.71       |
| TRAINING FUND    | \$0.65       | \$0.65       | \$0.65       |
| HEALTH / WELFARE | \$3.30       | \$3.30       | \$3.30       |
| PENSION          | \$10.54      | \$11.10      | \$11.70      |
| TOTAL PACKAGE    | \$109.12     | \$111.34     | \$113.64     |

ADDITIONAL INFORMATION

|                               |               |
|-------------------------------|---------------|
| SUPERVISION RATES OF PAY      | ARTICLE 10.03 |
| ROOM, BOARD, TRAVEL ALLOWANCE | ARTICLE 19.01 |
| OVERTIME PREMIUM              | ARTICLE 9.09  |
| SHIFT PREMIUMS                | ARTICLE 9.03  |
| LEGAL HOLIDAYS                | ARTICLE 9.07  |

DEDUCTIONS FROM EMPLOYEES

|                    |               |
|--------------------|---------------|
| UNION DUES         | ARTICLE 7.06  |
| PENSION TRUST FUND | ARTICLE 20.07 |
| FIELD DUES         | ARTICLE 20.19 |

EMPLOYERS CONTRIBUTIONS

|  |               |
|--|---------------|
| MANAGEMENT ADM. &<br>INDUSTRIAL PROMOTIONAL 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.

1 - 900 HOURS 50% OF A JOURNEYMAN'S RATE  
901 - 1800 HOURS 55% OF A JOURNEYMAN'S RATE  
1801 - 2700 HOURS 60% OF A JOURNEYMAN'S RATE  
2701 - 3600 HOURS 65% OF A JOURNEYMAN'S RATE  
3601 - 4500 HOURS 70% OF A JOURNEYMAN'S RATE  
4501 - 5400 HOURS 75% OF A JOURNEYMAN'S RATE  
5401 - 6300 HOURS 80% OF A JOURNEYMAN'S RATE  
6301 - 7200 HOURS 85% OF A JOURNEYMAN'S RATE  
OVER 7200 HOURS 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 OF FOREMAN SHALL BE A MINIMUM OF \$4.00 ABOVE THE HOURLY JOURNEYMAN RATE AND THE HOURLY RATE FOR GENERAL FOREMAN SHALL BE \$6.00 ABOVE THE HOURLY JOURNEYMAN RATE.

A FOREMAN AND GENERAL FOREMAN WILL RECEIVE SHIFT PREMIUMS AS NOTED IN ARTICLE 9.03.

- 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 JOBSITE 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 P. M. 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, TRAVELING TIME OR ANY EXPENSE INCURRED IN TRAVELING 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 PERCENT (11%) VACATION PAY AND HOLIDAY PAY OF THE APPLICABLE HOURLY RATE OF THE EMPLOYEE.
- 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, WHO BEING THE HOLDER OF A PROVINCIAL PLUMBING 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 & SAFETY ACT 91-191 SHALL APPLY TO THIS ARTICLE.

- 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 AN 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 MAY BE SUBJECT TO DISCIPLINARY ACTION.

- 14.05 THE EMPLOYER SHALL PROVIDE WELDING MITTS TO WELDERS AND LEATHER FACED WORKING GLOVES TO PIPE FITTERS 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 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 OCCUPATION HEALTH AND SAFETY ACT, AND TO ENCOURAGE SAFETY WITH PARTICIPATION IN REGULAR SAFETY MEETINGS.

- 14.09 EMPLOYEES SHALL BE GIVEN A TEN (10) MINUTE PAID BREAK IN THE FIRST AND SECOND HALF SHIFTS ON THE FIRST, SECOND AND THIRD SHIFTS AND IS TO BE TAKEN INTO 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 COOPERATE 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.

IF THE WELDING TEST IS NOT DONE ON THE JOB SITE, OR THE EMPLOYERS PREMISES, IT WILL BE DONE IN A UA TRAINING CENTER IF ONE EXISTS IN THE SAME JURISDICTIONAL AREA AS THE JOB SITE. THE EMPLOYER MAY ALSO USE OTHER SIGNATORY CONTRACTORS SHOPS FOR TESTING WELDERS.



THE PARTIES TO THIS AGREEMENT AGREE TO ADHERE TO JOINTLY PURSUE CHANGES IN LEGISLATION FOR THE TESTING OF WELDERS.

- 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-SITE 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 ARTICLE 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 PIPE FITTERS 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 EMPLOYERS 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 HOURS 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 THE MEAL ALLOWANCE OF \$28.00.

- 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 UNION 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 EACH SHIFT A JOURNEYMAN SHALL BE APPOINTED AS A WORKING FOREMAN, IF NOT NAME HIRED, WHEN THREE (3) OR MORE MEN ARE EMPLOYED. WHEN SIX (6) MEN, INCLUDING THE FOREMAN, ARE EMPLOYED, ON A SHIFT THERE SHALL BE NO WORKING FOREMAN.

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 THREE MINUTES AFTER START OF SHIFT AND NOT LESS THAN THREE 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 CONTRACTORS 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 AND SHALL BE PAID THE GENERAL FOREMAN RATE OF PAY.

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 PIPE WAYS, 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**

### **15.01 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 PIPE FITTING 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.

15.02 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 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.

15.03 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, PIPE FITTING, 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 JOURNEYMAN ON THE JOB SHALL BE ACTING STEWARD UNLESS HIRED AS A FOREMAN UNDER ARTICLE 8.01 UNTIL A JOB STEWARD OR SHOP STEWARD IS APPOINTED BY THE BUSINESS MANAGER OR BUSINESS AGENT OF THE LOCAL UNION. EACH CONTRACTOR MUST HAVE A SHOP STEWARD ON THE SITE.

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 JOURNEYMAN LAID OFF.

SHOP STEWARDS SHALL NOT BE DISCRIMINATED AGAINST FOR THE PERFORMANCE OF HIS DUTIES.

A SHOP STEWARD SHALL NOT BE TERMINATED PREMATURELY UNTIL THE BUSINESS MANAGER HAS BEEN NOTIFIED AND THE MATTER DISCUSSED WITH THE EMPLOYER.

- 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**

### **18.01 STEP ONE**

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.

### **18.03 STEP TWO**

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 GRIEVER 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 WITHIN 15 DAYS FROM THE DATE THERE IS EVIDENCE OF A VIOLATION HAVING OCCURRED, 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 IT'S REPRESENTATIVE, SHALL BE ENTITLED TO SUBMIT A GRIEVANCE IN WRITING WITHIN 15 DAYS FROM THE DATE THERE IS EVIDENCE OF A VIOLATION HAVING OCCURRED, TO THE LOCAL UNION. THE UNION SHALL RENDER THEIR DECISION NOT LATER THAN TWO (2) WORKING DAYS FOLLOWING THE PRESENTATION OF THE GRIEVANCE TO THEM.

18.07 FAILING SETTLEMENT ANY GRIEVANCE SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE FOLLOWING ARTICLE.

18.08 STEP THREE

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 GRIEVER SHALL WITHIN THREE (3) WORKING DAYS SUBMIT THE GRIEVANCE TO AN ARBITRATOR AGREED UPON BETWEEN THE UNION AND THE EMPLOYER AS PER ARTICLE 18.09.

18.09 THE UNION AND THE EMPLOYER SHALL AGREE UPON AN ARBITRATOR WHO IS WILLING TO ARBITRATE THE GRIEVANCE. FAILURE OF THE EMPLOYER AND UNION TO AGREE UPON AN ARBITRATOR WITHIN THREE (3) WORKING DAYS, THE MATTER WILL BE REFERRED TO THE APPROPRIATE GOVERNMENTAL DEPARTMENT FOR THE APPOINTMENT OF AN ARBITRATOR.

18.10 STEP FOUR

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.

18.11 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 ARBITRATION 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.

18.12 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.

18.13 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.

18.14 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.

18.15 THE COST OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE PARTIES THERETO.

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

19.01 EVERY EMPLOYEE MUST DECLARE TO HIS EMPLOYER HIS PERMANENT RESIDENTIAL ADDRESS AT THE TIME OF HIRING.

ANY CHANGES IN OFFICIAL RESIDENTIAL ADDRESS DURING EMPLOYMENT MUST BE IMMEDIATELY DECLARED IN WRITING TO HIS EMPLOYER.

BASED ON THE ROUND TRIP BY THE SHORTEST PUBLIC ROAD ROUTE FROM THE EMPLOYEE'S PERMANENT RESIDENCE AS DEFINED IN 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 OR BOARD 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. IF AN EMPLOYEE IS FOUND TO HAVE PROVIDED THE EMPLOYER WITH FALSE OR INCORRECT INFORMATION FOR THE PURPOSES OF OBTAINING UNDUE TRAVEL AND/OR BOARD ALLOWANCES, IT SHALL BE JUST CAUSE FOR IMMEDIATE DISCHARGE. THE EMPLOYEE WILL NOT BE REHIRED BY THAT COMPANY FOR A PERIOD OF THIRTY (30) DAYS.

### **ROUND TRIP DAILY TRAVEL ALLOWANCE**

ZONE A - MORE THAN 80 KILOMETERS ROUND TRIP - \$ 30

ZONE B - MORE THAN 120 KILOMETERS ROUND TRIP - \$ 40  
ZONE C - MORE THAN 160 KILOMETERS ROUND TRIP - \$ 65

**ROUND TRIP DAILY BOARD ALLOWANCE WHEN APPLICABLE**

EMPLOYEES WHOSE PERMANENT RESIDENCE IS MORE THAN 180 KILOMETERS ROUND TRIP TO THE JOB SITE SHALL RECEIVE A SUBSISTENCE ALLOWANCE OF NINETY-FIVE DOLLARS (\$95) PER DAY WORKED. EFFECTIVE ON JULY 1, 2014 THIS ALLOWANCE WILL BE ONE HUNDRED DOLLARS (\$100) PER DAY WORKED.

THE EMPLOYEE MUST PROVIDE PROOF TO THE EMPLOYER THAT HE IS MAINTAINING TWO DOMICILES IN ORDER TO QUALIFY FOR THE BOARD ALLOWANCE.

AN EMPLOYEE WHO IS CALLED TO WORK A SHUTDOWN WHICH IS ONE DAY, AND WORKS TEN (10) HOURS OR MORE SHALL RECEIVE DAILY BOARD ALLOWANCE EQUIVALENT TO TWO DAYS

- 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 UPON GIVING ONE (1) WEEK'S NOTICE.
- 19.03 DISTANCE UNDER THIS ARTICLE SHALL BE MEASURED FROM THE MAIN ENTRANCE TO THE JOB SITE ON WHICH THE EMPLOYEE IS EMPLOYED.

**ARTICLE 20 - TRUST FUND, 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 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 THIRTY CENTS (\$0.30) 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 MECHANICAL CONTRACTORS ASSOCIATION OF NB INC. SHALL BE FORWARDED TO:

**N. B. PIPE TRADES ADMINISTRATION OFFICE  
PO BOX 910 STATION A  
FREDERICTON NB E3B 5B4**

OR TO WHOM M. C. A. N. B. MAY DESIGNATE FROM TIME TO TIME.

**20.03 TRAINING TRUST FUND**

A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE PROVINCIAL JOURNEYMEN AND APPRENTICES TRAINING TRUST FUND THE SUM OF SIXTY-FIVE CENTS (\$0.65) 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 HEREFTER.

**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.**

EMPLOYERS WISHING TO REMIT THE TRUST MONIES LISTED IN ARTICLE 20.03, 20.05 AND 20.07 AS WELL AS CONTRIBUTIONS FOR ARTICLE 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**

ON SIGNING, A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE HEALTH AND WELFARE TRUST FUND THE SUM OF THREE DOLLARS AND THIRTY CENTS (\$3.30) FOR EACH HOUR WORKED BY EACH EMPLOYEE.

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 HEREFTER.

**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 CENTS (\$0.50) 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 FIVE DOLLARS AND TWENTY-SEVEN CENTS (\$5.27) BY EACH EMPLOYEE DURING THE REGULAR HOURS OF WORK. EFFECTIVE JULY 1, 2014 THIS CONTRIBUTION WILL INCREASE TO FIVE DOLLARS AND FIFTY-FIVE CENTS (\$5.55), AND EFFECTIVE JULY 1, 2015 WILL INCREASE TO FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$5.85).

A PARTICIPATING EMPLOYER WILL CONTRIBUTE DOUBLE THE AMOUNT FOR ALL OVERTIME HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER TEN DOLLARS AND FIFTY-FOUR CENTS (\$10.54) PER HOUR. EFFECTIVE JULY 1, 2014 THIS CONTRIBUTION WILL INCREASE TO ELEVEN DOLLARS AND TEN CENTS (\$11.10), AND EFFECTIVE JULY 1, 2015 WILL INCREASE TO ELEVEN DOLLARS AND SEVENTY CENTS (\$11.70).

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 HEREFTER.

WHEN REMITTING TO THE N. B. PIPE TRADES ADMINISTRATION OFFICE THE EMPLOYER HOURS SHALL CLEARLY SHOW ALL HOURS WORKED AT REGULAR TIME AND ALL HOURS WORKED AT DOUBLE TIME ON 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 AND U. A. EMPLOYEES 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 AND WELFARE PLAN 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. SUBJECT TO ARTICLE 20.18, FUTURE PARTICIPATION IN THE HEALTH AND 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.

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 THEY 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 THE 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 PERCENT (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 JOBSITE AND SUCH ACTION WILL NOT BE DEEMED A VIOLATION OF THIS AGREEMENT.

ANY EMPLOYER WHO IS DELINQUENT IN ANY TRUST FUND PAYMENTS 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 THE 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 REPRESENTATIVES IN THEIR RESPECTIVE ACCREDITED AREA:

BUSINESS MANAGER LOCAL 325  
P.O.BOX 1060, STATION A  
FREDERICTON, NB  
PHONE: (506) 459-6044 FAX: (506) 453-1416

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  
PO BOX 910 STATION A  
FREDERICTON NB 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, AND 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 UNLESS OTHERWISE APPROVED BY THE BOARD OF TRUSTEES, ALL EMPLOYEES COVERED BY THIS PLAN MUST BECOME MEMBERS OF THE UNION AND CONTINUE MEMBERSHIP IN THE UNION.

20.17 THE COMPOSITION OF THE BOARD OF TRUSTEES WILL BE GOVERNED BY THE TRUST DOCUMENTS

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 FIELD DUES

THE EMPLOYER WILL DEDUCT FIELD DUES FROM EVERY JOURNEYMAN OR APPRENTICE

LOCAL 325 – 2% OF GROSS WAGES INCLUDING VACATION PAY PLUS \$0.65 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, PO BOX 910, STATION A, FREDERICTON, NB, 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.

#### **ARTICLE 21 – DURATION**

- 21.01 THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECTIVE FROM THE 11<sup>TH</sup> DAY OF NOVEMBER, 2013 UP TO AND INCLUDING THE 30TH DAY OF JUNE 2016 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 BEEN 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 LOCKOUT UNDER THE NEW BRUNSWICK INDUSTRIAL RELATIONS ACT, PROVIDED THAT THIS AGREEMENT MAY BE FURTHER EXTENDED FROM TIME TO TIME BY MUTUAL AGREEMENT.



## LETTER OF UNDERSTANDING

THE MECHANICAL CONTRACTORS ASSOCIATION OF N. B. INC. RECOGNIZED THE UNION'S CONCERN OVER THE DISBURSEMENT OF FUNDS COLLECTED AS PER ARTICLE 20.01 OF THIS COLLECTIVE AGREEMENT AND KNOWN AS THE MANAGEMENT ADMINISTRATION AND INDUSTRY PROMOTION FUND.

IT IS THE ASSOCIATION'S INTENT, AND SO SIGNIFIED BY THIS LETTER, THAT ALL FUNDS CONTRIBUTED TO THE ASSOCIATION IN THIS MANNER, AND FOR THIS PURPOSE, SHALL BE USED EXCLUSIVELY BY AND FOR THE BENEFIT (INCLUDING FOR THE PURPOSE OF NEGOTIATING AND ADMINISTERING THIS COLLECTIVE AGREEMENT) OF THE UNIONIZED CONTRACTORS OF THE MECHANICAL CONTRACTORS ASSOCIATION OF N. B. INC. AND WILL NOT BE USED TO THE DETRIMENT OF THE UNION OR ANY OF IT'S MEMBERS.

IT IS ALSO AGREED THE MECHANICAL CONTRACTOR'S ASSOCIATION OF NB WILL NOT AFFILIATE OR PARTICIPATE WITH MERIT SHOP CONTRACTORS.

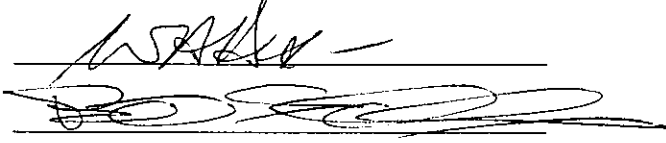
FAILURE TO LIVE UP THE TERMS OF THIS UNDERSTANDING WILL BE CAUSE FOR THE REMOVAL OF THIS CLAUSE FROM THE COLLECTIVE AGREEMENT.

**SIGNING PAGE**

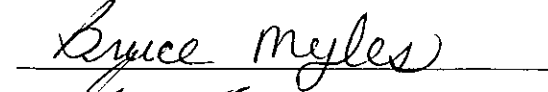
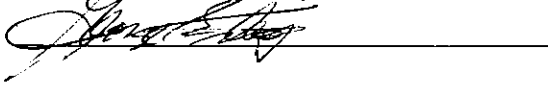
IN WITNESS WHEREOF THE UNION AND THE EMPLOYERS HAVE SIGNED THIS AGREEMENT THIS

18<sup>TH</sup> DAY OF DECEMBER, 2013 IN FREDERICTON, NEW BRUNSWICK

ON BEHALF OF THE MECHANICAL CONTRACTORS ASSOCIATION OF NB INC.

  
\_\_\_\_\_  
\_\_\_\_\_

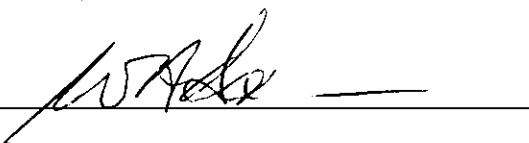
ON BEHALF OF THE LOCAL UNION 325 OF THE UNITED ASSOCIATION

  
  
\_\_\_\_\_

ON BEHALF OF THE NEW BRUNSWICK PIPE TRADES ASSOCIATION

  
\_\_\_\_\_

WITNESSED BY:

  
\_\_\_\_\_

## APPENDIX A

THE FOLLOWING IS THE JURISDICTION OF WORK OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING 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, CESS-POOLS, 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 PIPE FITTING 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, 325, 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 OF 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 BOILER 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 BY 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 COOKING 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 PIPE FITTING 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 A G S, 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 JOINTED, CAULKED JOINTS, ROLLED JOINTS, OR ANY OTHER MODE OR METHOD OF MAKING JOINTS IN CONNECTION WITH THE PIPE FITTING 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 PIPE FITTING 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 PIPE FITTING INDUSTRY, REGARDLESS OF SIZE OR SHAPE.

## **APPENDIX B UA Standard for Excellence**

### **Overview:**

The ***UA Standard for Excellence*** policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

### **Member and Local Union Responsibilities:**

To insure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, everyday on time (Absenteeism and Tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty insuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti will not be tolerated).
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable).
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

### **Employer and Management Responsibilities:**

MCAA/MSCA/PFI/MCPWB/PCA/UAC and NFSA signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the ***UA Standard for Excellence***.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Insure that all necessary tools and equipment are readily available to employees.
- Minimize workers downtime by insuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.

- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote to owners and clients the UA/Contractor Associations partnerships and avoid finger pointing when problems arise.
- Encourage employees but if necessary be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner while limiting the number of employees to the work at hand thereby providing the customer with a key performance indicator of the value of the ***UA Standard for Excellence***.
- Treat all employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

**Problem Resolution through the UA Standard for Excellence Policy:**

Under ***UA Standard for Excellence*** it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

**Member and Local Union Responsibilities:**

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members' issues affecting work progress.
- The Business Manager or his designee will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the ***UA Standard for Excellence*** policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including but not limited to mandatory retraining for members after offences.

**Employer and Management Responsibilities:**

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local union Business Manager.



- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the ***UA Standard for Excellence*** platform and make a decision regarding his further employment.

#### **Additional Jointly Supported Methods of Problem Resolution:**

- In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the ***UA Standard for Excellence*** policy.

#### **STANDARD FOR EXCELLENCE DISCIPLINARY GUIDELINE**

The United Association Standard for Excellence policy not only outlines the obligations of UA members on the job; it also spells out the obligations of our signatory contractors as well. In this way, we are making it clear to all parties – including construction owners – that we are dedicated to doing the best job possible.

Employees are obligated to provide a fair day's work for a fair day's wages. Contractors must be fair to employees, but also have a role in the promotion of a strong unionized sector. Being fair does not mean "looking the other way" when an infraction occurs. Nor does it mean that the Contractor should merely lay off an incompetent or insubordinate employee when that employee may need counseling, discipline or, in irreparable and egregious cases, exclusion from the industry. All parties have a role in this regard. The United Association and its signatory contractors hereby have established and shall maintain a common disciplinary guideline.

It is agreed that the United Association and its signatory contractors will make all parties aware of the disciplinary guideline for violation of company and client on-site rules.

#### **PROGRESSIVE DISCIPLINARY GUIDELINE**

1. **VERBAL WARNING:** An employee who has committed an infraction is verbally warned and told that if the infraction occurs again (within some specified period), the degree of disciplinary action will be increased.

Some examples: minor safety policy violations, minor work-site disruptions, poor workmanship issues, attendance (reporting to work late) problems, verbal abuse to Supervisor and co-workers.

2. **WRITTEN WARNING:** If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction), the employee will be given a written warning which will be placed on his/her personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.

3. **SUSPENSION AND FINAL WARNING:** If the employee again transgresses in the misconduct, he/she will be suspended from employment for a period of time without pay and will be given a final warning.

**This warning clearly will normally specify discharge as the result of another infraction. This step may be repeated, however, for example, a one-day, then a five-day suspension.**

4. **DISCHARGE:** If the employee again is guilty of misconduct (as outlined in Step 3), the employee may be discharged.

**The Employee may also be immediately discharged, at the Contractor's discretion, for serious disciplinary misconduct.**

In other cases of sufficiently serious misconduct, the Contractor at its discretion may skip any of the preceding steps.

Some examples of serious disciplinary misconduct: Fraud, Severe Health and Safety policy violations, severe work place disruptions, workplace violence and/or intimidation, etc.