

COLLECTIVE LABOUR AGREEMENT

COVERING THE COUNTIES OF MADAWASKA, VICTORIA,
CARLETON, YORK, SUNBURY, RESTIGOUCHE, GLOUCESTER,
NORTHUMBERLAND, KENT, WESTMORLAND AND ALBERT

BETWEEN

THE MECHANICAL CONTRACTORS ASSOCIATION OF NB INC

AND

CERTAIN SIGNATORY SHEET METAL COMPANIES,
HEREINAFTER REFERRED TO AS

THE EMPLOYER OF THE FIRST PART

AND LOCAL UNION 437 OF THE SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION,
HEREINAFTER REFERRED TO AS

THE UNION OF THE SECOND PART

March 22, 2010

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Article 1 – Purpose

1.01 The purpose of this agreement is to maintain harmonious relations 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 morale, well-being and security of all employees who are subject to the provisions of this Agreement

Article 2 – Definitions

2.01 Employer means any person (including a partnership or corporation) who does any Sheet Metal Work and who is signatory to this Agreement

2.02 Local Union 437 means the Sheet Metal Worker's International Association, having jurisdiction inside the geographic region in which the work is being performed.

2.03 For the purposes of this Agreement the geographic regions are defined as; Moncton shall comprise the counties of Westmorland, Albert and Kent; Fredericton shall comprise the counties of Sunbury, York, Carleton, Victoria and Madawaska and North Shore shall comprise the counties of Northumberland, Gloucester and Restigouche.

2.04 Employee means the person employed by the Employer in a position covered by this Agreement.

2.05 Foreman means a certified Sheet Metal Worker of Local 437 who has the ability to accept responsibility, to take charge of Employees engaged in the actual installation of any Sheet Metal Work or in laying out of such work and has been appointed by his Employer.

2.06 Journeyman means an Employee who has successfully completed his Sheet Metal Apprenticeship and has been granted a certificate by the provincial department having jurisdiction in accordance with the Apprenticeship and Occupational Certification Act.

2.07 Apprentice means an Employee indentured in the Sheet Metal trade as specified by the Apprenticeship and Occupational Certification Act.

2.08 In interpreting this agreement, the singular shall include the plural and vice-versa, and the masculine shall include the feminine.

2.09 Business Manager or Agent means the official duly appointed by Local Union 437 whose duties are to represent the Union in matters relating to this agreement.

2.10 Steward means an Employee duly appointed under this Agreement and authorized by it to represent all Employees working on a job or shop, which falls within the scope of this agreement, and to speak for them on matters pertaining to this agreement.

2.11 Sheeter / Decker means an Employee who has worked at siding and decking for more than 7200 hours or is a certified Journeyman Sheet Metal Worker as defined in this Agreement and shall be paid at the Journeyman hourly wage rate of pay.

2.12 Sheeter/Decker Trainee means an Employee who has worked at siding and decking for less than 7200 hours and shall be paid in accordance with the schedule for wages for apprentices as found in Article 9.07 of this Agreement

2.13 Where this Agreement refers to “Journeyman” or Journeyman Sheet Metal Worker” and the where the reference is applicable to the Sheeting or Decking segment, the term “Journeyman Sheet Metal Worker” shall mean “Qualified Sheeter/Decker. Where this Agreement refers to “Apprentice” or “Registered Apprentice” and where the reference is applicable to the Sheeting and Decking Segment, the term “Apprentice” or “Registered Apprentice” shall mean Sheeter/Decker Trainee”.

2.14 Industrial work is all work as described in Article 3.01 which is required in or performed as part of construction and erection of all heavy industrial developments including, but not limited to: oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro water plants, heavy water plants, paper mills, pulp and sulphite mills, oil terminal complexes, LNG terminals, mining complexes, nuclear fuel manufacturing plants, industrial pollution control plants, industrial effluent control plants and waste oil refinery recycling plants.

Prior to work commencing at new or existing industries not listed above, the parties to this Agreement, through the Labour Management Committee, shall meet and agree to the terms under which the work will be carried out.

2.15 Commercial work is all work as described in Article 3.01 which is not covered under the definition of industrial work found in Article 2.14 including, but not limited to installation, service and repair work in apartment houses, churches, schools, hospitals, institutional buildings, commercial buildings, existing saw mills, factories, light industries, stores, shopping centres and for buildings which would normally be occupied for domestic, commercial and institutional purposes.

Article 3 – Scope of Work

3.01 The terms of this Agreement are hereby recognized and accepted as binding on both parties hereto, and shall apply in the manner under the conditions specified herein, of, the manufacturing, fabrication, assembling, handling, erecting, dismantling, reconditioning, adjustment, alteration, installation, repairing and servicing of all Sheet Metal Work of 10 U.S. gauge, or its equivalent or lighter gauge, and all other work in connection with or incidental thereto included in the Jurisdictional claims of the Sheet Metal Workers’ International Association, Journeymen and Registered Apprentices recognized by the Union shall be used on said work of the Employer.

Article 4 – Recognition

4.01 The Employer recognizes the Sheet Metal Workers’ International Association, Local 437, the Union, as the sole and exclusive collective bargaining agent for all Journeymen Sheet Metal Workers and Registered Apprentices of Local Union 437 in the counties of Kent, Westmorland and Albert, Gloucester, Northumberland, Restigouche, Sunbury, York, Carleton, Victoria, and Madawaska.

The Local Union recognizes Mechanical Contractors Association of N.B. Inc. and certain Sheet Metal Companies engaged in Sheet Metal work, as the sole and exclusive bargaining agents for all Sheet Metal Contractors or Sub-Contractors. No conditions of work separate and apart from the conditions set out in this Agreement will be sought or condoned by any Local Union.

Article 5 – Union Security

5.01 Industrial Work

On request of the signatory Sheet Metal Companies, Local 437 of Sheet Metal Workers International Association will furnish Journeymen, Apprentice and Welders. All workmen so furnished will be recruited from the jurisdiction of Local 437 of Sheet Metal Workers International Association. If after a period of two (2) full working days (forty-eight hours) from the time the request is made and Local 437 cannot supply the quantity and/or the skill required, the signatory Sheet Metal Company may procure such men as are available. All men so hired shall be cleared through the Shop Steward, as to Union membership before employment commences and shall become members of Local Union 437 within seven (7) calendar days.

Notwithstanding the procedure noted above it is agreed that the hiring process for all geographic regions will be as follows.

The Employer may hire the first man for a project from any geographic region. The second man hired for the project will be selected by the Union and shall be from the geographic region where the project is located. The third man for the project be selected by the Employer from any geographic region. Subsequent hires will be from the geographic region on the basis of one selected by the Employer, then one selected by the Union.

When all members of the geographic region are dispatched and members are to be dispatched from other geographic regions the hiring sequence as above will continue to apply.

5.02 Commercial Work

The Employer, when requiring men, shall consult with the Local Union with respect to qualified union members available to work, and the Union shall supply the Employer with a list of qualified union members with their current address. The Employer may select any union member he desires provided that no more than two (2) employees per job site are from outside the geographic region. When the Employer has made his selection he shall contact the Union Office who shall immediately contact the man to ask him to report to work as per the Employer's instructions. If Local 437 cannot supply the quantity and/or the skill required, the signatory Sheet Metal Company may procure such men as are available. All men so hired shall be cleared through the Shop Steward, as to Union membership before employment commences and shall become members of Local Union 437 within seven (7) calendar days.

5.03 Forms authorizing the check-off of union dues will be supplied by Local Union 437 of the Sheet Metal Workers International Association who in turn will have his Employee sign the same.

5.04 Any Employee who refuses or neglects to sign the appropriate forms or who revokes the authorization or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated.

5.05 Empowered by the authorization forms signed by each employee the signatory Sheet Metal Companies agree to deduct from the first pay period of each month the amount certified by the Union as dues.

5.06 The amount so deducted shall be remitted by the signatory Sheet Metal Companies to the Union at the address on file, during the third week of the month together with a list of all Employees on whose behalf such deductions have been made as well as social insurance numbers for new Employees.

5.07 Employees working on metal siding, metal decking and kitchen equipment that are members of Local 437 can work anywhere within Local 437 jurisdiction.

5.08 All sheet metal work carried out at a job site within the geographic region shall be carried out under the terms of the article applicable to the geographic region where the job is located.

Article 6 – Union Representation

6.01 The Union has the right to appoint a job or shop steward, as the case may be, and the Employer shall be advised of the name in writing before they are recognized by the Employer. It is understood that Steward has the responsibility of performing his work as any other employee. Such Stewards will not be discriminated against for expressing the views of the employees they represent.

Article 7 – Business Manager

7.01 The Business Manager or Business Agent of the Union shall have access to all work on application to the Employer or his representative, but in no case shall his visits interfere with the progress of the work. 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 provision to discuss Union business shall be given the Employee on request and on his own time. Should security regulations and/or owner-client regulations prevent access to any job or project, the Employer will assist the Business Representative in trying to obtain a necessary pass or permission to visit the job or project.

7.02 The Business Manager or Business Agent 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 8 – Jurisdiction

8.01 In the event that a jurisdictional dispute arises as to the assignment of any work on the project the Employer will make an assignment of such work. Should any Union or Unions, parties to this Agreement, disagree with the work assignment then the parties hereto agree to settle such jurisdictional disputes in accordance with the procedure as outlined below.

8.02 In the event such jurisdictional dispute cannot be settled on a local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at the time. In the event the dispute is not settled by the International Unions involved, it shall then be referred to the Labour and Employment Board of the Province of New Brunswick for a final decision. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or given rise to an apprehended delay, any of the parties hereto may apply to the New Brunswick Labour and Employment Board for an order under the New Brunswick Industrial Relations Act.

Article 9 – Apprentices

9.01 The employment of Apprentices shall be in accordance with the New Brunswick Apprenticeship & Occupational Certification Act and any new amendments which may be proclaimed thereof.

9.02 *The ratio of employment on commercial work shall be one Apprentice to every two (2) Journeymen. Notwithstanding the above, the first two employees hired for a job site may be one (1) journeyman and one (1) apprentice. It is further agreed that in the calculation of the above ratio that apprentices in their fourth year will not be counted. A fourth year apprentice is deemed to be one who has accumulated 5400 hours in the trade and has successfully completed the third year of school.*

The ratio of employment on industrial work shall be one Apprentice to every three (3) Journeymen.

It is further agreed that the ratio shall be altered by the Labour Management Committee depending on local conditions.

9.03 No Journeymen shall be dispatched from the Union, hired by the Employer or continue to be employed by the Employer, who has not complied with the Apprenticeship and Occupational Certification Act and who cannot show an Exemption or Certificate of Qualification, or who refuses to apply for the Tradesmen's Qualification Exam from the provincial department having jurisdiction.

9.04 Any Apprentice receiving a higher rate of pay than specified in the Agreement will not suffer any loss of pay due to the signing of this Agreement.

9.05 Apprentices attending Trade School must pass their period examination to be eligible for their period increase, and Employees to be notified by the provincial department having jurisdiction of the results of such examination.

All Apprentices will carry progress records signed by provincial department having jurisdiction that they have passed each period examination and have worked the required hours.

9.06 All Apprentices shall give their progress book to the Employer when hired. It will be made available to the Apprentice at any time upon his request. The Employer shall give the progress book to the Apprentice when his employment is terminated

9.07 Apprentices shall be hired at fifty per cent (50%) of the current Journeyman Sheet Metal Worker's rate, and shall be increased in the following manner:

Hired.....	50%
First 900 hours worked.....	55%
1800 hours worked and first year of school successfully completed.....	65%
3600 hours worked and second year of school successfully completed.....	75%
5400 hours worked and third year of school successfully completed.....	85%
7200 hours worked and fourth year of school successfully completed.....	90%
Certificate of Qualification successfully completed.....	100%

Where an apprentice is hired who has completed a recognized pre-employment course and has been granted credit for first year of school successfully completed, such apprentice will be hired at 60% of the current Journeyman Sheet Metal Worker's rate and will progress to 65% with an additional 900 hours worked.

Article 10 – Hours of Work and Overtime

10.01 The working hours throughout all geographic regions covered by this Agreement shall be Forty (40) hours per week Monday to Friday inclusive. The regular work day shall be from 8:00 A.M. to 4:30 P.M., with one-half hour off for lunch from 12:00 Noon to 12:30 P.M.

10.02 All work done in excess of these hours shall be paid at the rate of double time. Double time rates shall also apply Saturdays, Sundays and all legal Holidays.

10.03 It is agreed by both parties that Employees shall have one ten (10) minute rest break each half shift as close as possible to midway point of said half shift, it is agreed that the Union or Employer, or both, shall discipline Employees abusing or violating this clause. .

10.04 **Industrial Work** - Where special circumstances make it necessary to work other than the regular hours (exclusive of overtime and holidays) and in the case of two or more shifts being employed, for the second shift, the rate shall be sixteen percent (16%) above the regular rate of pay for eight (8) hours worked. The third shift, if employed, shall be paid at the rate of twenty-five percent (25%) above the regular rate of pay for eight (8) hours worked.

Commercial Work - Where special circumstances make it necessary to work other than the regular hours (exclusive of overtime and holidays) and in the case of two shifts being employed, for the first shift, the rate shall be the regular rate of pay for eight (8) hours worked. The second shift, if employed, shall be paid at the rate of sixteen percent (16%) above the regular rate of pay for eight (8) hours worked.

10.05 For the purpose of this Agreement the starting point at starting time shall be the shelter provided for tools and equipment. All tradesmen and other Employees shall be allowed adequate time to pick up and store tools at quitting time.

10.06 All overtime shall be on a voluntary basis and shall be distributed equally among Employees wishing said overtime.

10.07 Employees required to work more than two (2) hour overtime beyond their regular shift or in the case of shift work shall be given a hot meal at no cost to the employee. The hot meal is

to be supplied not later than ten (10) minutes beyond the one (1) hour. Sufficient time not to exceed twenty (20) minutes shall be granted to the Employees to consume said meal with no loss of pay. No meal will be provided where twelve (12) hours notice of said overtime has been given. If, after having given twelve (12) hour notice of overtime, said overtime is cancelled, one hour pay at straight time in lieu of a meal shall be paid.

Where any additional overtime shift consists of not less than six (6) hours, a hot meal shall be supplied every four (4) hours at no cost to the Employee. In lieu of a hot meal, the Employee shall be given one (1) hour pay at straight time.

10.08 Suitable lunch room will be supplied on Sheet Metal jobs over \$200,000.00. On Sheet Metal jobs between \$100,000.00 and \$200,000.00 lunch rooms will be provided where conditions warrant. In the event of a dispute, the matter is to be resolved by the Business Agent and the Association.

10.09 CALL OUT AFTER REGULAR HOURS: An Employee called out after regular working hours shall be paid at his applicable hourly rate *for a minimum of two (2) hours pay*.

10.10 REPORT TIME: Employees who report to the job site or shop without having been told in advance not to report, shall be given work or pay equivalent to two (2) hours pay at regular rates except where work is unavailable due to circumstances such as strikes or work stoppages.

Article 11 – Wages

11.01 Payment of wages by cheque, direct deposit or cash at the option of the Employer shall be made once a week during working hours not later than Thursday at 2:30 in the afternoon. If cheques fail to arrive on time, two (2) hours, or some suitable arrangement, must be provided to cash same at no expense to the Employee

11.02 An earnings statement shall accompany each payment of wages giving the name of the Employer, the name of the Employee, the date of the 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 the gross amount of wages, the amount of vacation pay, the amount of deductions for pension. Also to be shown on the statement, are the amount of deductions for Union Dues and the amount of Room & Board and Travel allowances. The Statement shall also show the net pay amount of said Employee and any other remittances or deductions.

11.03 Employees leaving the Employer's service will be paid on the regular pay day for the period during which the Employee leave.

11.04 It is agreed that Employees who are laid-off or whose employment is terminated by the Employer, will ordinarily receive their wages and EI Record of Employment immediately, or at the latest, within twenty-four (24) hours following such lay-off or termination. Laid off employees living outside a 40-kilometer radius of the Employer's Head Office shall have their wages and EI Record of Employment sent by registered or certified mail within the twenty-four (24) hour period. Failing this, Employees shall be paid waiting time (in excess of two regular working days) at the current rate of wages applicable to regular working hours.

It is agreed that Employees who are laid off shall be given twenty-four hours (24) of such lay off., *unless such layoff occurs at the end of the work week where the notice shall be two (2) hours.*

When an Employee is discharged for just cause or quits his employ on his own accord, he shall receive his wages and all other monies owing him, together with his Record of Employment on the next regular pay following his termination.

11.05 A. Moncton & Fredericton

*Effective March 22, 2010 the rate of wage for Journeymen Sheet Metal Workers in the working on **Commercial** work shall be \$24.11 Effective July 1, 2010 it shall be \$24.79, effective January 1, 2011 it shall be \$25.70, effective July 1, 2011 it shall be \$26.61, effective January 1, 2012 it shall be \$27.43 and effective July 1, 2012 it shall be \$28.34.*

*Effective March 22, 2010 the rate of wage for Journeymen Sheet Metal Workers working on **Industrial** work shall be \$29.10. Effective January 1, 2011 it shall be \$30.68 and effective January 1, 2012 it shall be \$32.42.*

B. North Shore

*Effective March 22, 2010 the rate of wage for Journeymen Sheet Metal Workers in the working on **Commercial** work shall be \$24.06 Effective July 1, 2010 it shall be \$24.75, effective January 1, 2011 it shall be \$25.66, effective July 1, 2011 it shall be \$26.57, effective January 1, 2012 it shall be \$27.39 and effective July 1, 2012 it shall be \$28.30.*

*Effective March 22, 2010 the rate of wage for Journeymen Sheet Metal Workers working on **Industrial** work shall be \$29.05. Effective January 1, 2011 it shall be \$30.63 and effective January 1, 2012 it shall be \$32.38.*

11.06 *On sites when there are two (2) but less than five (5) employed, a qualified Sheet Metal Worker must be appointed as a Lead Hand by the Employer. On sites when there are five (5) but less than nine (9) employed including the foreman, a qualified Sheet Metal Worker must be appointed as a Working Foreman by the Employer. On sites when there are nine (9), but less than thirteen (13) including the foreman, a qualified Sheet Metal Worker must be appointed as a Non-working Foreman. On sites when there are three (3) Non working Foremen employed, a qualified Sheet Metal Worker must be appointed as a General Foreman.*

11.07 *Where a Lead Hand is employed as per Article 11.06, he shall be paid a rate which is two dollars (\$2.00) above the regular hourly rate of pay journeymen as per this Agreement. Where a Working Foreman is employed he shall be paid at three dollars (\$3.00) above the rate. Where a Non-working Foreman is employed he shall be paid at four dollars (\$4.00) above the rate. Where a General Foreman is employed he shall be paid at six dollars (\$6.00) above the rate.*

Article 12 – Holiday Pay

12.01 The following days shall be classed as holidays and any new Statutory Holidays which may be proclaimed.

New Years Day

Good Friday

Victoria Day
Canada Day
New Brunswick Day
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

If any of these days fall on Saturday or Sunday the following Monday shall be the holiday.

12.02 Payment of Vacation Pay and Holiday Pay shall be paid weekly in accordance with the New Brunswick Employment Standards Act and shall be ten percent (10%) of the hourly rate. *Effective January 1, 2011 this Vacation and Holiday Pay will increase to eleven percent (11%) of the hourly rate.*

12.03 The Employee will be granted two (2) weeks vacation per year. The Employee has the option of a third week with the Employer's consent. The vacation period and the time shall be arranged between the Employer and the Employee concerned.

12.04 In the Fredericton geographic region only Labour Day and New Brunswick Day are considered paid holidays. If an Employee is required to work on a paid holiday, he shall receive double time rates, plus the paid holiday, provided the Employee has worked the previous working day and the working day following Labour Day and New Brunswick Day.

Effective January 1, 2011 the above payment for Labour Day and New Brunswick Day is eliminated in exchange for the increased vacation and holiday pay found in Article 12.02 above.

Article 13 – Room Board & Travel

For North Shore & Fredericton

13.01 There will be a fifty kilometer free travel zone from job site to the Employee's principal residence on Commercial and Industrial work. Beyond the free zone a travel allowance will be paid as follows:

51 kilometers or more but less than 80 kilometers from their principal residence to the job site – twenty (\$20.00) dollars per day worked.

81 or more kilometers from their principal residence to the job site – *eighty-five dollars (\$85.00) effective March 22, 2010* for all work.

If required by the Employer, an Employee must provide proof of address of his principal residence.

13.02 Board or Travel Allowance as per Article 13.01 will be paid on days not worked due to inclement weather to only those Employees living away from their permanent residence. Employees who qualify for payment under Article 10.09 will also qualify for this Travel Allowance

13.03 In the event of work extending for a prolonged period an allowance will provided once every month for jobs which are over 160 kilometers from the employee's primary residence to the job site. The allowance will be based on the return mileage from the job site to the employee's

primary residence, provided such residence is within the province of New Brunswick and will be paid at *forty-two cents (\$0.42) per kilometer*. If the employee's primary residence is not within the province of New Brunswick the mileage will be to the nearest New Brunswick border crossing. The mileage and route will be determined by MapQuest or some other method as may be agreed by the parties to this Agreement

13.04 On residential work, room, board and travel will not apply

For Moncton

13.05 A sixteen (16) kilometer radius of the Moncton City Hall shall be a Free Zone.

13.06 For each day worked mileage will be paid *at the rate of forty-two cents (\$0.42) per road kilometer* beyond the free zone radius, to a maximum of one hundred and sixty (160) road kilometers total return trip mileage measured from free zone radius. After eighty-one (81) road kilometers beyond the free zone radius the Employee shall, effective March 22, 2010, *be paid eighty-five dollars (\$85.00) board allowance per day worked in lieu of mileage*.

13.07 Board allowance as per Clause 13.06 will be paid on days not worked, due to inclement weather to those Employees who qualify and are living away from their permanent residence. Board allowance will also be paid on Legal Holidays that fall on a Tuesday, Wednesday or Thursday for those employees who are living away from the permanent residence.

13.08 In the event of work extending for a prolonged period an allowance will provided once every month for jobs which are over 160 kilometers from the employee's primary residence to the job site. The allowance will be based on the return mileage from the job site to the employee's primary residence, provided such residence is within the province of New Brunswick and will be paid at *forty-two cents (\$0.42) per kilometer*. If the employee's primary residence is not within the province of New Brunswick the mileage will be to the nearest New Brunswick border crossing. The mileage and route will be determined by MapQuest or some other method as may be agreed by the parties to this Agreement

13.09 Where men are transported to and from work sites outside the free zone by Employer's vehicles, the *forty-two cents (\$0.42)* does not apply. They shall be at the pick-up point fifteen minutes (15) before the start of the shift and shall be returned to the same point or to other arranged points not later than fifteen (15) minutes after the end of the shift.

Covered trucks with proper seating may be used for this purpose throughout May to October. Heated vehicles must be used during colder months. Failing provisions of such transportation, other transportation will be arranged. All Employees shall be paid travelling time at the straight time hourly rate from the pick-up point on all jobs within eighty- one (81) road kilometers beyond the free zone. The first fifteen (15) minutes to the jobsite and the first fifteen (15) minutes from the jobsite shall be free of charge.

13.10 Where Employees are requested to use their own vehicle and are moved from one job site to another during the same day the Employee shall be paid mileage for the second or consecutive move.

13.11 If the Union supplies men to a jobsite who are not requested by the Employer, Travel and Board does not apply.

Article 14 – No Strike or Lockout

14.01 There shall be no strikes or stoppage of work by the Union and no lockout declared by the Employers during the life of this Agreement. If any work stoppages or lockouts occur as a result of an illegal strike then this Agreement becomes immediately thereby null and void.

14.02 No Union members shall be required to cross any legal picket lines.

Article 15 – Injury Pay & Compassionate Leave

15:01 When an Employee covered by this Agreement is injured in the shop or on the job and is sent to a Doctor or to a Hospital by his Employer or foreman, he shall be paid for the remainder of the day on which he was injured.

15.02 Bereavement - If an Employee has been continuously in the employ of an Employer for four (4) weeks or more, two (2) days bereavement pay shall be paid to the Employee for lost time from work due to the death of any member of his or her immediate family which includes the following: spouse, children, mother, father, mother-in-law, father-in-law, brother or sister.

Article 16 – Work After Hours

16.01 No employee shall be required or permitted to work at the Sheet Metal Trade after his regular working hours for another Employer and/or for monetary gain.

16.02 The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of the Employees

Article 17 – Discrimination

17.01 The Employer and the Union agree there will be no discrimination, restriction or coercion exercised or practiced with the respect to any employee by reason of race, colour, political or religious affiliation or membership in a trade union.

Article 18 – Mutual Co-operation

18.01 It is mutually agreed that the Officers of Local 437 and the Employer would hold regular meetings of the Labour Management Committee during the life of this Agreement to discuss the problems applicable to the Sheet Metal Industry and to discuss any grievances that may be referred to it.

18.02 The parties to this Agreement agree that from time to time particular clauses of this Agreement may cause hardship for signatory contractors in securing a share of the market place. Such being the case, the parties further agree that such clauses may be modified by mutual consent where it is deemed prudent to do so. The mechanism for making such changes will be through the Labour Management Committee as found in this Agreement

Article 19 – Tools

19.01 Sheet Metal Workers and Apprentices shall provide their own hand tools, save and except power tools. Items supplied by the Employer shall be charged against the Employees and credited to them on their return in the same condition as when issued, reasonable wear and tear or accidental breakage excepted. Employers to supply aviation snips or whatever required for stainless work.

19.02 Tools and equipment supplied by the employer shall be the Employee's responsibility. Company tools, materials and equipment can be unloaded or moved away by the Employer during any strike or work stoppage and the necessary arrangements in the opinion of the Employer made for the protection thereof.

19.03 Minimum set of tools required by Journeymen:

Tool Box Journeymen

2 pair Snips 18" and Bull Dog	1 Centre Punch
2 Tinnners Hammers	1 Chalk Line
2 Pair Metal Masters	1 Plumb Bob
1 Measuring Tape 25'	2 Set Allen Wrenches
3 Assorted Screw Drivers (Robertson and slotted)	1 Pair Folding Pliers
1 Set Flat Wrenches	1 Pair Vice Grips
1 Crescent Wrench 12"	2 Pair Dividers
1 Cold Chisel 12"	2 Square, Try - 2'
1 Hacksaw	1 Scratch Awl & Scriber
2 Drift Pins	1 Pair Trammel Points

19.04 Approved Kit - Apprenticeship

First Year (after three months)

1 Thinner Hammer
2 Pair metal Masters
1 Measuring Tape, 25'
3 Assorted Screw Drivers (Robertson and slotted)
1 Scratch Awl and Scriber
1 Pair Snips

Third Year

1 Pair Trammel Points
2 Squares Set, and 2'
2 Pair Dividers
1 Centre Punch
1 Plumb Bob and Line
2 Drift Pins
1 Cold Chisel, 12"

Second Year

1 Hacksaw
1 Pair Vise Grips
1 Pair Folding Pliers
1 Crescent Wrench 12"
1 Pair Snips 18"

Fourth Year

1 Tinnners Hammer
1 Set Allen Wrenches
1 Set Flat Wrenches
1 Chalk Line

19.05 It shall be the responsibility of the Employer in conjunction with the Shop Steward to check the Sheet Metal Workers' tools to be sure they have and maintain the required tools as per the basic tool list. After notification by the shop steward and the Employer, the Employee shall have a maximum of seven (7) days in which to replace those tools on the above list. This shall be a condition of employment

19.06 The Employer agrees to provide insurance for fire and theft of Employees' tools to a maximum of \$500.00 less a \$10.00 deductible. It is understood that this coverage applies only to tools that are stored in locked premises and does not cover individual tools lost or stolen on the job or shop. It is further agreed that each Employee shall submit a list of his tools to the Employer, and it shall be the responsibility of each Employee to keep the list up to date

Article 20 – Sub Contractors

20.01 The Employer shall not sub-contract or assign any of the work covered by this agreement to any person, contract or sub-contractor unless said person, contractor or sub-contractor is a party to this Agreement, or is under Agreement to another affiliate local Union of Sheet Metal Workers' International Association. The exception to this Article would be shop fabricated skid packages.

Article 21 – Fabrication

21.01 All sheet metal duct and fittings 26 gauge or heavier shall be Union made by members in good standing of S.M.W.I.A. Any sheet metal duct or fittings fabricated by members who are not members of local 437 shall arrive in site in broken down form.

21.02 Spiral duct may arrive on site in lengths to be determined by the Employer.

21.03 Article 21.01 shall not include items normally considered manufactured items.

Article 22 – Grievance Procedure

22.01 The principal of the arbitration of all grievances without involving any stoppage of work is agreed to by both parties. The parties agree that every effort should be made to resolve any grievance by the employee concerned and his immediate foremen. Failing that, should any difference then arise between the Employer and the Employees covered by this Agreement, or the Union that represents them, as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle same in the following manner.

22.02 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.

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

22.04 If the decision has not been given not within the prescribed time, or if the decision is not acceptable, then the grievance shall be submitted in writing to the Local Labor-Management Committee within one further working day.

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

22.06 The Local Union shall be entitled to submit a grievance in writing directly to the Employer within fifteen days (15) from the date there is evidence of a violation having occurred. The Employer shall render a decision not later than two (2) working days following the presentation of the grievance to him.

22.07 The Employer shall be entitled to submit a grievance in writing directly to the Local Union within fifteen days (15) from the date there is evidence of a violation having occurred. The Union shall render their decision not later than two (2) working days following the presentation of the grievance to them.

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

22.09 The following persons are agreed upon as arbitrators, and have agreed to serve as arbitrator under the terms of this Agreement.

1. Robert Kenny
2. Judith MacPherson
3. Brian Bruce

22.10 The party initiating the grievance shall file the grievance with the first arbitrator named above, and if the arbitrator is not available or unable to serve for any reason, the grievance shall then be filed with the arbitrator named second on the list above, and so on until an arbitrator is found. The arbitrators, after each arbitration, shall rotate in their placement on the list.

22.11 The arbitrator shall hold a hearing within fourteen (14) 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.

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

22.13 When 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 disciplined, as the arbitrator deems just and reasonable in all circumstances. The burden, of establishing that a different penalty should be imposed, shall be on the Employee concerned.

22.14 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.

22.15 The cost of the arbitrator shall be borne equally by the parties hereto

Article 23 – Trust Funds

23.01 The Employer and the Union confirm the establishment of the New Brunswick Sheet Metal Industry Employer/Employee Trust Fund (the “Trust Fund”) in accordance with a Trust Agreement between the Union and the Employer, and their designated Trustees. The purpose of the Trust Fund is to provide health and other insurance benefits, the Trustees, in their sole discretion, determine (the “Insured Benefits”) for Union Members to the extent that funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and the Employer in accordance with the Trust Agreement.

The Trustees may, in their discretion, in accordance with the Trust Agreement;

- (i) establish programs to permit employees of the Union and employees of the Employer (including the Association) to participate in one or more of the Insured Benefits,
- (ii) establish self payment programs for retired members of the Union to participate in one or more of the Insured Benefits, and
- (iii) permit members of another Local of the Sheet Metal Workers International Association (“Affiliated Unions”) to participate in one or more of the Insured Benefits

Non-union employees employed under Article 5 of this collective agreement are not entitled to any of the Insured Benefits or to participate in the Sheet Metal Workers’ Retirement Savings Plans.

Employees do not have any interest in the trust fund or in monies contributed by them or an Employer, other than a Union member’s interest in his or her Sheet Metal Workers’ Retirement Savings Plan. Union members are only entitled to Insured Benefits for which they are eligible in accordance with the plan or plans purchased by the Trustees to provide Insured Benefits and are not entitled to a refund or payment of any amount from the Trust Fund at any time or for any reason.

23.02 A. Moncton & Fredericton

The Employer shall pay three dollars and forty-eight cents (\$3.48) per hour worked under this collective agreement to the Trust Fund. From this three dollars and forty-eight cents (\$3.48), the Trustees shall pay:

- (i) Thirteen cents (\$0.13) to the Mechanical Contractors Association of NB Inc. as a contribution to the Employer Administration Fund,
- (ii) Fourteen cents (\$0.14) to the Union as a contribution to the Union Training Fund,
- (iii) Twenty-five cents (\$0.25) shall be contributed to a jointly monitored Safety Training Fund for the purposes of supplying all Union members with WHMIS, Safety Orientation, Fall Protection, Confined

Space, Man Lift Awareness, Fork Lift Awareness and First Aid Training and additional safety training courses as required.

(iv) Seventy-eight cents (\$0.78) shall be contributed for the purchase of pension benefits; however, if such contribution is made for overtime hours it shall be one dollar and fifty-six cents (\$1.56).

(v) The remaining amount shall be applied to the purchase of Insured Benefits for Union members and to the cost of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees). If further funds are required to maintain the present plan, such costs shall be deducted by the Employer from each Employee's hourly rate. The Trustees shall give a thirty (30) day notice to the Employer and Employee of such increase in cost.

B. North Shore

The Employer shall pay three dollars and fifty-three cents (\$3.53) per hour worked under this collective agreement to the Trust Fund. From this three dollars and fifty-three cents (\$3.53), the Trustees shall pay:

(i) Thirteen cents (\$0.13) to the Mechanical Contractors Association of NB Inc. as a contribution to the Employer Administration Fund,

(ii) Five cents (0.05) to the Union Promotion Fund

(iii) Fourteen cents (\$0.14) to the Union as a contribution to the Union Training Fund,

(iv) Twenty-five cents (\$0.25) shall be contributed to a jointly monitored Safety Training Fund for the purposes of supplying all Union members with WHMIS, Safety Orientation, Fall Protection, Confined Space, Man Lift Awareness, Fork Lift Awareness and First Aid Training and additional safety training courses as required.

(v) Seventy-eight cents (\$0.78) shall be contributed for the purchase of pension benefits

(vi) The remaining amount shall be applied to the purchase of Insured Benefits for Union members and to the cost of administering the Trust (including the education of the Trustees with respect to their obligations as Trustees). If further funds are required to maintain the present plan, such costs shall be deducted by the Employer from each Employee's hourly rate. The Trustees shall give a thirty (30) day notice to the Employer and Employee of such increase in cost.

The Employer shall remit the amount paid under this Article in accordance with terms found in Article 23.05.

23.03 A. Moncton

It is a condition of employment and compulsory that all Employees pay one dollar and seventy cents (\$1.70) per hour worked from his or her hourly rate to the Trust Fund. From this one dollar and seventy cents (\$1.70) the Trustees shall pay:

- (i) One dollar (\$1.00) from each contribution for hours worked by a Union member to the Sheet Metal Workers' Registered Retirement Savings Plan established for that Union member,
- (ii) Sixty-five cents (\$0.65) to the Union as a contribution to the Union Administration Fund,
- (iii) Five cents (\$0.05) to the Union as a contribution to the Union Promotion Fund, and
- (iv) The remaining amount, if any, shall be applied to the purchase of Insured Benefits for Union Members.

B. Fredericton

It is a condition of employment and compulsory that all Employees pay one dollar and seventy-five cents (\$1.75) per hour worked from his or her hourly rate to the Trust Fund. From this one dollar and seventy-five cents (\$1.75) the Trustees shall pay:

- (i) One dollar (\$1.00) from each contribution for hours worked by a Union member to the Sheet Metal Workers' Registered Retirement Savings Plan established for that Union member,
- (ii) Sixty-five cents (\$0.65) to the Union as a contribution to the Union Administration,
- (iii) Ten cents (\$0.10) to the Union as a contribution to the Union Promotion Fund and,
- (iv) The remaining amount, if any, shall be applied to the purchase of Insured Benefits for Union Members.

C. North Shore

It is a condition of employment and compulsory that all Employees pay one dollar and sixty-five cents (\$1.65) per hour worked from his or her hourly rate to the Trust Fund. From this one dollar and sixty-five cents (\$1.65) the Trustees shall pay:

- (i) One dollar (\$1.00) from each contribution for hours worked by a Union member to the Sheet Metal Workers' Registered Retirement Savings Plan established for that Union member,
- (ii) Sixty-five cents (\$0.65) to the Union as a contribution to the Union Administration Fund, and,
- (iii) The remaining amount, if any, shall be applied to the purchase of Insured Benefits for Union Members.

The Employer shall remit the amount paid under this Article 22.03 in accordance with terms found in Article 22.05.

23.04 If directed by the Union, the Trustees shall remit (net of reasonable administrative if considered appropriate by the Trustees) all contributions made by or on behalf of a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of this collective agreement to the Trustees or Administration of a benefits plan established by the Affiliated Local of which he or she is a member.

23.05 The Employer shall remit all contributions and payments each month by cheque or other means of payment on or before the fifteenth (15th) day of the month following that in which the hours were worked to the Union and the New Brunswick Sheet Metal Industry Employer/Employee Trust Fund c/o Clark Administrative Consultants Ltd., 126 Duke Street, Saint John, NB, E2L 1N6 with each employee's name, Social Insurance Number and total hours worked during the month.

Article 24 – Safety

24.01 On all projects provisions of the New Brunswick Occupational Health and Safety Act will be adhered to. The Employer is responsible under the Act to provide personal protective equipment where necessary

Article 25 – Special Conditions

Moncton

25.01 Any work forty (40) feet or more above ground, permanent or temporary floor, shall be paid eighty-five (\$0.85) cents over the basic rate of pay.

Fredericton

25.02 Any person working on a swing stage, catwalk, scaffold, ladder or bosun's chair, shall be paid as follows:

From 40 feet to 80 feet One Dollar (\$1.00) per hour above the regular rate.

From 81 feet to 100 feet One Dollar and Twenty-Five Cents (\$1.25) per hour above the regular rate.

In Excess of 100 feet One Dollar and Fifty Cents (\$1.50) per hour above the regular rate.

This clause shall only be applied where the men affected are working forty (40) feet or more above the ground, permanent or temporary floor. Temporary floor shall mean a substantial and safe working surface and does not mean steel staging.

This article does not apply to any wall siding or wall cladding.

25.03 A premium of ten percent (10%) of the basic hourly rate shall be paid for all work performed in extreme heat, 90 degrees or more, when working on boilers and recipitators in pulp and paper mills and power plants.

Article 26– Management Rights

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

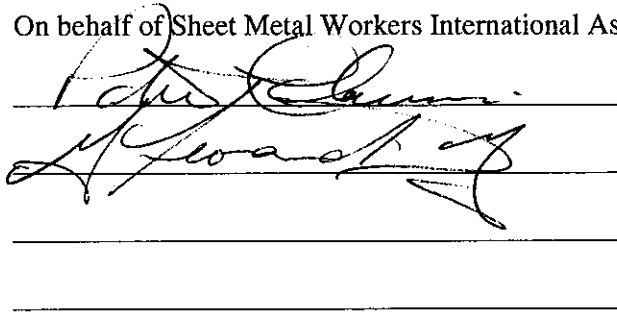
Article 27– Duration

27.01 This Agreement is to become effective March 22, 2010, and is to continue in force until December 31, 2012 and is to continue thereafter from year to year unless notice in writing is given by either party is given no less than (60) days prior to the expiration date, and until negotiations related to such requested changes have been terminated by the execution of the new Agreement or otherwise, this Agreement shall remain in full force and effect. The Employer and the Union agree that all funds specified in this Agreement shall remain in full effect after the expiry date of this Agreement and will become part and parcel of any future agreement between the Employer and the Union which may from time to time be entered into.

Signatures

Signed at Moncton New Brunswick, this 16th day of March 2010

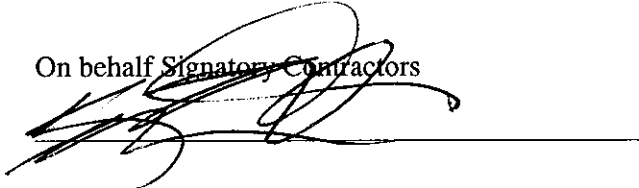
On behalf of Sheet Metal Workers International Association Local 437



On behalf of the Mechanical Contractors Association



On behalf Signatory Contractors



ATLANTICA MECHANICAL
Company

Company

Company

Company

Company

Company

**Memorandum of Understanding
between
the Mechanical Contractors of NB
and
the Local Union 437 of the Sheet Metal Workers International Association**

Whereas the parties named above are signatory to an Agreement called covering commercial and industrial work in the New Brunswick counties of Madawaska, Victoria, Carleton, York, Sunbury, Westmorland, Albert, Kent, Northumberland, Gloucester and Restigouche, and

Whereas parties have agreed to that twenty-five cents (\$0.25) shall be contributed to a jointly monitored Safety Training Fund for the purposes of supplying all Union members with WHMIS, Safety Orientation, Fall Protection, Confined Space, Man Lift Awareness, Fork Lift Awareness and First Aid Training and additional safety training courses as required., and,

Whereas the parties during recent negotiations did agree to provide structure to the program to deliver this safety training to union members,

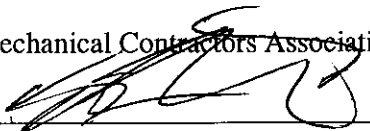
The parties agreed that prior to January 1, 2011 the following shall occur and shall become incorporated into the aforementioned Agreement;


- the joint committee to monitor the training activities will be re-constituted,
- the joint committee will agree to a procedure to track and schedule union members for their required training,
- the joint committee will agree to the minimum safety training requirements for a union member to be dispatched to an Employer allowing for re-certifications and new entrants into union membership, and
- following the date noted above all union members must meet the minimum safety training requirements o be dispatched to an employer.

If the conditions of this Memorandum of Understanding are not met by the date noted above the contribution of twenty-five \$0.25) per hour will not be remitted by signatory contractors.

Signed this 16th day of March, 2010.

Mechanical Contractors Association of NB Inc.





SMWIA Local 437

