

**2010 - 2012
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**

COMBINED COMMERCIAL AGREEMENT

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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.

1.02 *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*

ARTICLE 2 TERRITORIAL JURISDICTION

2.01 *This Agreement applies to certain counties within the province of New Brunswick, namely Madawaska, Victoria, Carleton, York, Sunbury, Westmorland, Albert, Kent, Northumberland, Gloucester and Restigouche.*

ARTICLE 3 DEFINITIONS AND INTERPRETATIONS

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

3.02 Journeyman Steamfitter-Pipefitter shall mean a person who has received a Certificate of Qualification in the Steamfitter-Pipefitter Trade or holds a valid Steamfitter-Pipefitter License.

3.03 Journeyman Instrument Mechanic shall mean a person who has received a certificate of qualification in the instrumentation field from the Department of Training and Employment Development

3.04 Apprentice shall mean a person who is indentured to the Joint Apprenticeship and Training Committee as an Apprentice in the Plumbing and Pipefitting Industry under the Province of New Brunswick Apprenticeship and Occupational Certification Act.

3.05 *Foreman shall mean a qualified Employee who has the ability to accept responsibility, to take charge of the Employees engaged in the actual installation of any Plumbing and/or Steamfitting and/or Pipefitting work or in laying out of such work and has been appointed Foreman by his Employer.*

3.06 General Foreman shall mean a qualified employee who has the ability to accept responsibility and to take charge of non-working foreman under his direction and has been appointed by the Employer.

3.07 Employee shall mean a journeyman or apprentice as defined in Articles 3.01, 3.02, 3.03 and 3.04 who are members of the United Association Locals signatory to this Agreement, or who have been hired under the terms of the Union Security Articles of the Local Union Appendices found herein.

3.08 Employer shall mean any person (including a partnership or corporation) who does any plumbing and pipefitting work and who is signatory to this agreement, but excludes an employee.

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

3.10 Industrial Plumbing and Pipefitting means all work as defined as Industrial as found in the current Industrial Provincial Agreement between the parties signatory hereto.

3.11 Commercial Plumbing and Pipefitting means all plumbing and pipefitting not covered under the definition of Industrial Plumbing and Pipefitting including but not limited to the installation, service, and repair of any plumbing and pipefitting work in dwelling houses, apartment houses, churches, schools, institutional buildings, light industries, stores, shopping centres and/or buildings that normally would be occupied for domestic, commercial or institutional purposes.

Prior to work commencing at new or existing industries not listed above, the Association and the Business Manager shall meet and agree to the terms under which the work will be carried out.

3.12 Grievance shall mean a difference or dispute respecting the meaning or violation of any provision of this Agreement.

3.13 Provincial shall mean the Province of New Brunswick.

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

3.15 Lockout shall be defined as in the Industrial Relations Act of the Province of New Brunswick.

3.16 In interpreting this Agreement, the singular shall include the plural and the plural shall include the singular. *The masculine shall include the feminine and the feminine shall include the masculine.*

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

ARTICLE 4 RECOGNITION

4.01 The Employer recognizes the Union as the sole bargaining unit for all persons employed as Plumbers, Plumber Apprentices, Pipefitter, Pipefitter Apprentices, Pipefitter-Steamfitter, Steamfitter Apprentices, Welders *and Welder Apprentices* employed within the jurisdiction of the Local Unions party to this Agreement save and except those above the rank of Foreman on salary.

4.02 While the Agreement continues to operate, no conditions of work separate and apart from the conditions set out in this Agreement shall be sought or condoned by the Local Unions party to this Agreement 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.

4.03 The Union and all its members recognize the Mechanical Contractors 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 the Union members in the Jurisdictional Area of the Local Unions party to this Agreement.

ARTICLE 5 CONTRACTING OUT

5.01 *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 6 UNION SECURITY

6.01 The Employer agrees to give members of the Local Union first preference of employment. *UA members of Local 213 will be given second preference. When first and second preferences cannot be supplied by the Union within two (2) full working days, the Employer may hire such qualified persons as may be available.* Lay-off of employees shall be carried out in reverse order of the above. The Local Unions agree that all employees, prior to being dispatched by the Union or hired by an Employer, shall be in possession of all current certificates of qualification and licenses for their occupation.

6.02 *The Employer agrees that it shall be a condition of employment of all employees subject to the terms of this agreement that they shall pay the regular Union Dues.*

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

6.04 *The Employer shall deduct from the pay of each employee who is a member of the Union and each employee who is not a member of the Union but is on probation the monthly Union dues.*

6.05 Such dues shall be deducted from the first pay of each month and shall be remitted by the 20th day of the month in which they were deducted to the treasurer of the Local Union or such official as is designated by the Local Union in writing from time to time. If such monies are not remitted by the Employer by the end of the month in which they are deducted, a penalty of three percent (3%) per month of the total unpaid monies to be remitted shall be assessed against the Employer.

6.06 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 7 HIRING & TERMINATION

7.01 *The Employer shall notify the Union Office when he requires additional qualified employees. The Employer agrees that no union member shall be hired without a work referral slip from the union office or designated union official and the Union agrees to give a work referral slip to anyone hired under the terms of this agreement. The work referral slip shall contain the permanent address of the employee.*

Each member hired shall be in possession of certificates of qualification, licenses and a NBCSA passport with current stickers for safety training as defined in Article 17 of this Agreement and any other training deemed necessary and mutually agreed to by the Mechanical Contractors Association of NB and Local Union 325 for the work required. The parties agreed that a sufficient period of time may be needed to bring new union members into compliance with these conditions and will be exempted provided such compliance is not a mandatory condition of employment for the work site.

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 current address. The Employer may select anyone he desires subject only to Article 6.01 of this Agreement. 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.

However, for projects which are not considered to be new residential construction or service work, where the Employer has employed five (5) Union members the remaining shall be hired on the basis of one (1) selected by the Union from a list of qualified union members, and one (1) selected by the Employer. The parties agree that members not requiring board or travel will be considered when hiring for projects.

Notwithstanding the above hiring procedure, nothing shall prohibit the Employer from transferring currently employed employees, defined as those employed with the Employer for at least six (6) months consecutively to meet manpower requirements.

7.02 Termination - where employment is terminated by the Employer, the employee shall be given two (2) hours notice. He shall be paid in full, including vacation pay, if any, and given his record of employment and apprenticeship progress record book, if applicable, within two working days. He will be considered to have been paid if the pay and documents have been posted by certified mail, bus or courier within one (1) working day or hand delivered within (2) working days, as described above. Should the employee not be paid as described above, he shall be entitled \$100 per day, until the condition is met.

7.03 Discharge - employees discharged for just cause shall be paid in full within two (2) working days. He will be considered to have been paid if the pay and documents have been posted by certified mail, bus or courier within one (1) working day or hand delivered within (2) working days, as described above.

7.04 When employment is terminated by the employee, he shall give eight (8) working hours notice in order to receive his earned wages in full, vacation pay, if any, and his unemployment insurance separation certificate within two (2) working days. He will be considered to have been paid if the pay and documents have been posted by certified mail, bus or courier within one (1) working day or hand delivered within (2) working days, as described above.

7.05 Should it be necessary to reduce the working force on a project, the Employer shall terminate the employment in the reverse order of the hiring preference as found in Article 6.01, provided that the Employer should be allowed to retain journeymen on special work assignments, unless the Union can supply united association members having preference of employment as suitable replacements.

ARTICLE 8 WORKTIME

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

8.02 Regular working hours which shall constitute the day shift shall be from 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch from 12:00 Noon to 12:30 p.m., unless mutually agreed otherwise.

Regular working hours can also mean a compressed work week of four (4) ten-hour (10 hr.) days when it is mutually agreed to by both Union and Contractor before work commences. When ten-hour (10 hr.) days are worked, the work day will be from 8:00 a.m. to 6:30 p.m. with one-half (½) hour for lunch from 12:00 Noon to 12:30 p.m., unless mutually agreed otherwise.

Regular hours may also be adjusted to conform to work schedules imposed by the project owner and will be paid as if they were a day shift.

The employee will be eligible for five (5) days board on a compressed work week = Four (4) days worked – Five (5) days board

8.03 By agreement of the Employer and the Union, such work and work hours may be modified when it is mutually advantageous to do so.

8.04 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 4:30pm until 1:00am 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.

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

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

8.07 All overtime will be paid at double (2X) the applicable rate except for service work which shall be paid for at the regular rate of pay for up to three (3) hours per day after which the rate of one and one-half (1 ½ X) the regular rate shall prevail for all overtime hours paid. All overtime shall be on a strictly voluntary basis.

8.08 The Employer may, if hours or shifts are lost during the week on a compressed work week schedule as described in 8.02 above, due to weather, offer the employees the opportunity to make up the time to ensure wages up to a full work week. Such hours worked will not be considered overtime and will be paid at the regular rate of the employee.

ARTICLE 9 APPRENTICES

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

9.02 The *maximum* ratio of employment is one (1) Apprentice to every one (1) Journeyman employed. While *Local 325* is expected to have sufficient apprentices to maintain this ratio, no new apprentices shall be hired until the Local Union's out of work list is exhausted.

It is further agreed that the ratio *may* be altered by the Joint Conference Board depending on local conditions.

Notwithstanding, for every five (5) journeymen employed the employer must hire one (1) apprentice.

9.03 It is recognized that apprentices who have reached Level 7 as described in Article 9.05 have reached a competency level that would permit them work with only the direction of a Journeyman and not necessarily working directly with a Journeyman *and shall not be considered as part of the ratio described above subject to the provisions of the New Brunswick Apprenticeship and Occupational Certification Act.*

9.04 All Apprentices will maintain progress record books signed by provincial department having jurisdiction indicating that they have passed each period examination and have worked the required hours.

All Apprentices are required to ensure that their progress record book is up to date and shall give their progress record book to the Employer when hired. It will be made available to the Apprentice at any time upon his request. If during a term of employment an Apprentice advances to his next level, the Employer shall notify the Joint Apprenticeship and Training Committee. The Employer shall give the progress book to the Apprentice when his employment is terminated.

9.05 Apprentices shall be hired at fifty per cent (50%) of the current Journeyman rate, and shall be increased in the following manner:

Level 1 Hired.....	50%
Level 2 900 hours worked.....	55%
Level 3 1800 hours worked.....	60%
Level 4 2700 hours worked.....	65%
Level 5 3600 hours worked.....	70%
Level 6 4500 hours worked.....	75%
Level 7 5400 hours worked.....	80%
Level 8 6300 hours worked.....	85%
Level 9 7200 hours worked.....	90%
Completion Certificate of Qualification successfully completed.....	100%

9.06 The hours used for credit in determining an apprentice’s eligibility shall be all hours worked in the trade and shall also include hours in attendance at trade school.

It is expected that apprentices will attend trade school when scheduled which normally would correspond with hours worked at Level 3 (first year), Level 5 (second year), Level 7 (third year) and Level 9 (fourth year). Apprentices, who fail to achieve the completion of the blocks required for these levels, even though they have the hours worked, will not be allowed to progress more than two Levels without completing these blocks. In no case will an apprentice progress beyond Level 9 without completing the required blocks.

ARTICLE 10 MANAGEMENT RIGHTS

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

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

ARTICLE 11 RESPONSIBILITIES

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

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

11.03 **EMPLOYER RESPONSIBILITIES:** The Employer agrees that there shall be no lock-out of employees during the term of this agreement.

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

ARTICLE 12 JOINT CONFERENCE BOARD AND LOCAL LABOUR MANAGEMENT COMMITTEE

12.01 There shall be a Provincial Joint Conference Board and a Local Labour Management Committee.

12.02 The Provincial Joint Conference Board will be composed of Representatives of the Provincial Association of the Mechanical Contractors Association of N. B. *and the Saint John Mechanical Contractors Employers Association* and representatives from the United Association Local Unions affiliated with the New Brunswick Pipe Trades Association.

12.03 *The parties to this Agreement agreed that the Local Labour Management Committee shall consist of the current members appointed to Joint Conference Board unless any of those so appointed are in a conflict with the matter to be presented to the Local Labour Management Committee.*

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

ARTICLE 13 WORK AFTER HOURS

13.01 No member of the Union will do any work or hold any job for pay on any plumbing, heating, sprinklers or pipe work for any person or persons other than his regular Employer during or after the regular working hours laid down by this agreement.

Employees who violate this article shall be disciplined by the Union under the constitution of the United Association. It shall also be considered as just cause for dismissal by the Employer.

Any member, who being the holder of a provincial plumbing contractor's license and takes out a plumbing permit for the purpose of sub-contracting out the installation of plumbing system, shall become signatory to this Agreement or be subject to discipline under the United Association constitution and also be considered as just cause for dismissal.

ARTICLE 14 JOB CONDITIONS

14.01 Adequate and heated quarters on jobs requiring these facilities shall be provided on all jobs when this responsibility has not been covered by the general conditions of the contract which normally state this to be the responsibility of the General Contractor.

14.02 The Employer shall provide adequate and sanitary toilet facilities on all jobs when this responsibility has not been covered by the general conditions of the contract which normally state this to be the responsibility of the General Contractor. In this case the Employer will make all reasonable efforts to see to it that the general contractor accepts this responsibility as per the Occupational Health and Safety Act of New Brunswick.

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

14.04 Plumbers reporting for work must have in their possession the tools listed in the Plumbers' Tool List as found in Appendix C. Such tools broken through normal use will be replaced by the Employer.

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

14.06 All items drawn by an employee out of the Employer's stores, e.g. tools (outside of the basic tool list), hard hats and liners, rain gear, welding mitts, welding shields, welding goggles, welding sleeves, jackets, capes, bibs, etc., shall be supplied by and returned to the Employer in the same condition as on issue, reasonable wear and tear is excepted.

Non-compliance with this article shall be considered to be just cause for discipline by the Employer.

14.07 The Parties to this Agreement agree to adhere to the Rules and Regulations of the New Brunswick Occupational Safety Act.

14.08 A ten minute break shall be allowed after every two hours of work. This does not include lunch hour breaks which are after every four hours.

14.09 An Employee required by an Employer to take a test for a job specific welding test will do so during the regular hours while in the employ of the Employer. *He will receive a minimum of four (4) hours pay and applicable travel or board.*

14.10 Employees, when instructed by their Employers to report to work but are unable to work due to inclement weather conditions, or other conditions beyond the Employer's control, shall be paid for two (2) hours at the *applicable* rate of pay for reporting in good faith. The employee must remain on the job for the two (2) hours or be released by his immediate supervisor to qualify for the above. *If such employees qualify for a room, board or travel allowance under Article 22, such allowance will be paid.*

14.11 Employees shall have reasonable time before quitting time for the purpose of picking up tools and material and general clean-up.

14.12 All machines used for cutting, threading and bending pipe, all power tools, jacks, chain falls, etc. shall be operated by journeymen or apprentices.

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.

14.14 Employees required to work overtime for two (2) hours without previous time off for a meal and without being notified *prior to the end of his previous shift* shall receive a hot meal supplied and paid for by the Employer and consumed during a short break on the Employer's time. Meals shall be provided as soon as possible after regular hours. If overtime is continued, meals and time off for eating will be

allowed every four hours. *If a meal cannot be provided, an allowance of \$20 will be provided in lieu of the meal.*

14.15 Both parties agree that all fabrication will be done on the job site or in the Local Shop using members supplied by the UA Local. The Local Union reserves the right to refuse to handle, erect or install any fabricated material not done in accordance with sentence 1 of this clause except for items which are classed as catalogue items.

If the project has modular fabrication or skid packaging, other than that supplied by the owner of the project, the Employer will have a discussion with the Business Manager, or his representative, about the installation of same and the Business Manager, or his representative, will not reasonable withhold permission to install.

The parties acknowledge the national initiative of the United Association with respect to pipe fabrication as found in Appendix D.

14.16 The UA and affiliated Local Unions reserve the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated by Building Trades Journeymen and Apprentices employed by an Employer under agreement with the United Association and its affiliated Local Unions except for items which are classed as catalogue items.

14.17 Pipe hangers and pipe supports which require field dimensions will be done on the job site or in a Local Shop using members supplied by the U.A. Local.

14.18 Pipe hangers and pipe supports and all other materials classed as catalogue items, such as 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 All hanger rods, supports, etc. which require cutting, welding or threading shall be done on the job by Employees or in the UA Shop.

14.20 When piping tool cribs and piping warehouses are established on a job site, a member of the Local Union shall be in charge of the checking of tools, pipe, equipment and materials. The Employer agrees to give every consideration to older or handicapped members to fill positions in tool cribs and warehouses on the job site.

14.21 All heli-arc and argon welding and stress relieving as required in connections with alloy piping shall be done by Local Union Members. This is in accordance with the award noted in the green book Joint Board Award Number 2, September 22, 1948.

14.22 Where conditions on a job make it necessary, rain suits and rubber boots will be supplied at no charge to the employee. Such wet weather gear is to be returned to the Employer in good condition on termination of the employee, reasonable wear and tear or accidental damage accepted.

14.23 On job sites, all loading, unloading, rigging, stocking and placement of piping, valves, pipe fittings, tanks and equipment shall be performed by members of the United Association.

ARTICLE 15 JURISDICTIONAL CLAIMS

15.01 The Employer acknowledges the jurisdictional claims of the Union as provided by the Rochester Decision of the American Federation of Labour to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. It is understood that the claims

are subject to trade agreements and final decision of the A.F.L.-C.I.O. as well as decisions rendered by the impartial jurisdictional disputes board.

15.02 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 of employees. It is agreed that the employee will continue 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 render a decision on a dispute brought before it within thirty (30) calendar days, recourse may be sought by the parties before the construction panel of the New Brunswick Labour and Employment Board.

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

15.03 Prior to the commencement of any large projects, a pre-job conference will be held and a mark-up meeting called.

ARTICLE 16 GRIEVANCE AND ARBITRATION

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

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

16.03 If the decision has not been given within the prescribed time or if the decision is not acceptable, then the grievance shall be submitted in writing to the Employer's representative on the job within one (1) further working day.

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

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

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

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

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

16.09 The Union and the Employer shall agree upon an arbitrator who is willing to arbitrate the grievance. Failure of the Union and the Employer to agree upon an Arbitrator within three (3) working days, the matter will be referred to the Department of Training and Employment Development for the appointment of the Arbitrator.

16.10 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.

16.11 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 Arbitrator shall be to interpret the meaning of the articles of this agreement and to render a decision which shall be binding on the parties. The Arbitrator shall have no power to add to, subtract from or modify the terms of this agreement.

16.12 The cost of the Arbitrator shall be borne equally by both parties (Employer & Union).

16.13 The times fixed by this 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.

ARTICLE 17 SAFETY TRAINING

17.01 The Employers signatory and working under collective agreements between the parties to this Agreement will contribute an additional ten cents (\$0.10) per hour to the Provincial Journeymen and Apprenticeship Training Fund.

These monies are to be segregated and accounted for separately and are to be used exclusively for safety training, which is currently the initial training, and re-training or re-certification, if required, in Workplace Hazardous Material Information System, Safety Orientation, Fall Protection – Basic for Workers and Confined Space – General Awareness as offered by the New Brunswick Construction Safety Association. The parties agree to add First Aid Training to the list safety-related training courses; however, this course will not be mandatory for all members as the other courses.

The Unions agree to undertake to provide their members with the training as above, and further agree that all members will be trained by November 1, 2004. The Union agrees that this training, and the subsequent renewals thereof, will be taken by their members on their own time.

The parties agree to meet on a regular basis to review progress and to determine the monetary and training requirements of this program.

ARTICLE 18 UNION STEWARDS AND UNION OFFICERS

18.01 A Shop Steward shall be appointed by the Business Manager of the Local Union. The first employee on the job shall be acting Shop Steward until one is appointed by the Business Manager. The Shop Steward must be on the job at all times while the job is in progress, and shall be the second to last man laid off, *providing he has the qualifications to perform the remaining work*. He may have the privilege to consult with the foreman about any minor difficulty that might arise.

All employees appointed as Shop Stewards must be in possession of a current first aid certificate recognized by the Occupational Health & Safety Act and Regulations. It is understood that such employees will be given a reasonable period of time after the signing of this Agreement to obtain this certification.

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

18.03 The Business Manager or his representatives (of the Union) shall have access to all work, *providing he has met all the on-site safety requirements*. Such Business Manager may discuss with the Shop Steward any matters that are in dispute with respect to the particular work. This clause shall not be interpreted as a license to discuss general Union business, but reasonable opportunity or provisions to discuss Union business shall be given the employee on request and on his own time. The shop Steward shall accompany the Business Manager while on the job site.

18.04 The Business Manager or his representative must carry accident insurance to cover him in the event of an accident on jobs or projects that he has access to in the course of his duties.

ARTICLE 19 RESIDENTIAL AND SERVICE WORK

19.01 Service work performed under this Agreement will be paid as per the provisions of Articles 21, 23 and 24.

19.02 Overtime on service work will be paid as per Article 8.07, and any hours worked as overtime will be paid at one and one-half (1 ½) times the employees basic hourly rate.

ARTICLE 20 FOREMEN

20.01 The Employer has the exclusive right to appoint a foreman at the foreman's hourly rate of pay and when required revert a foreman back to journeyman 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.

20.02 Three (3) men shall be allowed to work on any job without a Foreman. Any number greater than three (3) shall require a Foreman. This clause shall not be interpreted to mean that a contractor will have a Foreman for every three (3) men. A Foreman shall not supervise more than nine (9) men.

ARTICLE 21 WAGES

RATES OF PAY

21.01 The basic hourly rates of pay for journeymen shall be \$25.78. *Effective July 1, 2010 it will increase to \$26.23, effective January 1, 2011 it will increase to \$27.13 and effective January 1, 2012 it will increase to \$28.08.*

21.02 The hourly rate of pay for Foremen shall be a minimum of two *dollars and fifty cents (\$2.50) above the journeyman hourly rate of pay. Effective January 1, 2011 it will increase to three dollars (\$3.00) and effective January 1, 2012 it will increase to three dollars and fifty cents (\$3.50).*

The hourly rate of pay for General Foreman shall be a minimum of *three dollars and fifty cents above the journeyman hourly rate of pay. Effective January 1, 2011 it will increase to four dollars (\$4.00) and effective January 1, 2012 it will increase to four dollars and fifty cents (\$4.50).*

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

TIME AND METHOD OF PAY

21.04 Wages are to be paid weekly by cheque, cash, or the Employer may opt to pay by "direct bank deposit".

21.05 All cheques must be negotiable at par at the bank or banks nearest the job site

21.06 The Employer shall pay each employee by cash, cheque, or direct bank deposit each week during the regular hours of work. All deductions must be clearly shown. If paid by cheque, the Employer shall pay on Thursday. If paid by cash, the employee shall be paid on Friday. If paid by direct bank deposit, the Employer must deposit the pay in the employee's bank account by end of the work shift on Thursday of each week. The employees will be issued pay stubs on Thursday of each week with all deductions shown. When a holiday falls on Friday, the employees shall be paid by cheque or direct bank deposit on Wednesday or by cash on Thursday. If cheques fail to arrive in time, then sufficient time or suitable arrangements must be made to cash same. If cheques and/or cash are mailed or sent by other means of transportation and are not received on time as specified above, then two (2) hours pay will be added to the employees pay.

21.07 The pay period shall correspond to a consistent pay week being Sunday through Saturday, *beginning at Sunday at 8:00 AM.*

21.08 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.

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

ARTICLE 22 VACATION & HOLIDAY PAY

22.01 The Employer agrees to pay 11% vacation and holiday pay weekly based on the basic hourly of the employee during the term of this Agreement.

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

22.03 The following days shall be classed as holidays:

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

22.04 Holidays shall also include such days as may be proclaimed by the federal or provincial authority as a holiday. In the event that any such holiday falls on a Saturday or Sunday, the following Monday shall be deemed the holiday.

ARTICLE 23 COMPENSATION ALLOWANCE FOR ROOM, BOARD AND TRAVEL

23.01 *When the employee travels to the job site and returns daily in the Employer's vehicle or in a vehicle provided by or paid for by the Employer, the employee will leave the shop or his home (the choice of which to be at the Employer's option) 30 minutes prior to the beginning of the work period and return to the shop or his home (the choice of which to be at the Employer's option) 30 minutes after the conclusion of the work period, provided that the employee may reduce each of these two time periods below 30 minutes, if such a reduced time period will allow the employee to work the normal work hours at the job site. Time in excess of that above will be paid at the employee's regular rate of pay including benefits.*

23.02 *When the employee does not travel to the workplace in the Employer's vehicle, or in a vehicle provided by or paid for by the Employer, the employee shall arrive at the work site at the beginning of the work period and depart the work site after the conclusion of the work period at such time to allow him to work the full required hours on the work site at his place of work.*

The Employer shall pay to each such employee an allowance as described below:

*More than fifty (50) kilometers one-way from his residence to the job site - \$15/day worked
Between seventy (70) kilometers and eight-nine (89) kilometers one-way from his residence to the job site - \$20/day worked*

The Employer shall pay to an employee an amount of seventy-six dollars (\$76.00) per day worked for a distance of over ninety (90) kilometers from the employee's residence to the job site for all work performed under this agreement. This will increase to seventy-seven dollars (\$77.00) effective January 1, 2011 and to seventy-eight dollars (\$78.00) effective January 1, 2012.

Should the Employer, employee and Union mutually agree, and it does not disadvantage the employee, the compensation paid under this article can be waived by the employee and can be substituted with the Employer providing room, board and travel arrangements, providing such arrangements are satisfactory to the employee.

ARTICLE 24 ADMINISTRATION FUNDS

MANAGEMENT ADMINISTRATION FUND

24.01 The Employer will contribute twenty cents (\$0.20) for every hour worked by a journeyman or apprentice under the terms of this Agreement for work performed in the jurisdiction of Local 325.

These monies shall be paid to the Mechanical Contractors Association of New Brunswick Inc., its successors or assigns.

UNION FIELD DUES

24.02 All employees will contribute 2% of gross earnings, including vacation pay, for every hour worked by a journeyman or apprentice under the terms of this Agreement for work performed in the jurisdiction of Local 325. All employees will contribute sixty-five cents (\$0.65) for every hour worked to New Brunswick Pipe Trades.

CONTRIBUTIONS

24.03 Contributions for the Management Administration Fund and the Union Field Dues are to be remitted monthly to the NB Pipe Trades Administration Office, PO Box 910, Station A, Fredericton, NB, E3B 5B4 or such other organization as the Board of Directors of Mechanical Contractors Association of NB Inc. or Local Union 325 from time to time shall determine. These contributions shall be remitted prior to the 15th day of the month following that in which the said hours were worked and to be accompanied by a list of employees for whom the contributions were made.

ARTICLE 25 TRUSTEED FUNDS

TRAINING FUND

25.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of forty-five cents (\$0.45) for each hour worked.

HEALTH AND WELFARE FUND

25.02 The Employer will contribute to the Provincial Health and Welfare Trust Fund the sum of \$2.75 (two dollars and seventy-five cents) for each hour worked. Effective July 1, 2010 it will increase to \$2.85 (two dollars and eighty-five cents), on January 1, 2011 it will increase to \$2.95 (two dollars and ninety-five cents) and on January 1, 2012 it will increase to \$3.05 ((three dollars and five cents)

PENSION PLAN FUND

25.03 The Employer will contribute to the Pension Plan Trust Fund the sum \$3.75 (three dollars and seventy-five cents) for each hour worked. The employee will contribute to the Pension Plan the sum of \$0.50 (fifty cents) for each hour worked.

CONTRIBUTIONS

25.04 Contributions will be remitted in the said amount and in the manner specified in this Article and in accordance with the trust agreement mentioned hereafter. All trust fund contributions are to be

remitted monthly by cheque mailed in sufficient time as to be received by the NB 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 were made. 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.

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

PARTICIPATION

25.05 Participation in the Pension and Health and Welfare Plans shall be mandatory for all employees who are covered by this collective agreement. Participation in the Health and Welfare plan by other employees regardless of their affiliation with the Union shall be at the discretion of the Board of Trustees.

CONTINUATION

25.06 The parties agree that all funds specified above shall remain in full effect after the expiry date of this agreement until a new agreement is reached or until a strike or lockout is declared.

NATIONAL CONTRACTOR

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

TRUST AGREEMENT

25.08 The policies and procedure necessary to operate and maintain the Pension, Health and Welfare and Training Funds will be governed by a Board of Trustees in accordance with the trust documents in safekeeping.

25.09 *Appointment to the Board of Trustees will be in accordance with the trust document.*

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

25.11 Each of the funds referred to in sections .01, .02 and .03 shall be governed by and administered pursuant to separate trust agreements which shall be subject to the approval of the Employer and the Union.

25.12 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.

DELINQUENCIES

25.13 Contributions received after the 15th day of the month in which contributions were to be received will be declared delinquent and an assessment of three percent (3%) on all outstanding monies will be

assessed and on the 16th day of every month following, the Employer will be assessed an additional three percent (3%) on all outstanding monies.

The NB Pipe Trades Administration Office shall also notify the Business Manager of the Union in the area where the Employer is engaged in his business who may also take action by removing the Employees from the job site and such action will not be deemed a violation of this Agreement.

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

The parties to this agreement agree that recovery of any default in payment by any Employer bound by this Collective Agreement of Trust Funds, Management Funds, Administration Funds or Union Dues may be pursued in a court of law and not through the grievance and arbitration provision 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.

ARTICLE 26 SAVING CLAUSE

26.01 Should any Article or part thereof of the Agreement, including Appendices, be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

ARTICLE 27 ENABLING

27.01 The parties to this Agreement agree that from time to time particular clauses in the 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.

If either party should believe that changes are required for a particular project, they are required to notify the other party not later and one (1) week prior to the tender closing for the project, requesting a meeting of the Joint Labour Management Committee. Such a meeting shall be held forthwith with the understanding the Committee has the power to represent the parties to this Agreement and make such changes should mutual consent be found.

ARTICLE 28 DURATION AND TERMINATION

28.01 This agreement shall be in full force and effect from the *February 1, 2010* to and including *the 31st day of December, 2012*, 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) calendar days prior to the expiration date of this agreement or any renewal thereof.

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

SIGNING PAGE

In witness whereof the Union and the Employers have signed this agreement this 1st day of February 1, 2010, in Fredericton, New Brunswick.

On behalf of the Mechanical Contractors Association of New Brunswick Inc.

On behalf of the Local Union 325 of the United Association

APPENDIX A SUMMARY OF WAGE PACKAGE

EMPLOYERS' CONTRIBUTIONS				
Journeyman	On Signing	July 1/2010	Jan 1/2011	Jan 1/2012
Basic Hourly Rate	\$25.78	\$26.23	\$27.13	\$28.08
Vacation Pay (11%)	2.84	2.89	2.99	3.09
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$35.57	\$36.17	\$37.27	\$38.42
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$35.87	\$36.47	\$37.57	\$38.72
See below for Apprentice Rates				

EMPLOYEES' CONTRIBUTIONS				
Pension	\$0.50	\$0.50	\$0.50	\$0.50
Field Dues (2% of gross)	0.58	0.59	0.61	0.63
NB Pipe Trades	0.65	0.65	0.65	0.65
Total	\$1.73	\$1.74	\$1.76	\$1.78

Level 9 Apprentice (90%)	On Signing	July 1/2010	Jan 1/2011	Jan 1/2012
Basic Hourly Rate	\$23.20	\$23.61	\$24.42	\$25.27
Vacation Pay (11%)	2.55	2.60	2.69	2.78
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$32.70	\$33.26	\$34.26	\$35.30
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$33.00	\$33.56	\$34.56	\$35.60
Level 8 Apprentice (85%)				
Basic Hourly Rate	\$21.91	\$22.30	\$23.06	\$23.87
Vacation Pay (11%)	2.41	2.45	2.54	2.63
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$31.27	\$31.80	\$32.75	\$33.75
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$31.57	\$32.10	\$33.05	\$34.04

Level 7 Apprentice (80%)				
Basic Hourly Rate	\$20.62	\$20.98	\$21.70	\$22.46
Vacation Pay (11%)	2.27	2.31	2.39	2.47
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$29.84	\$30.34	\$31.24	32.18
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$30.14	\$30.64	\$31.54	\$32.48
Level 6 Apprentice (75%)				
Basic Hourly Rate	\$19.34	\$19.67	\$20.35	\$21.06
Vacation Pay (11%)	2.13	2.16	2.95	3.05
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$28.42	\$28.88	\$29.74	\$30.63
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$28.72	\$29.18	\$30.04	\$30.93
Level 5 Apprentice (70%)				
Basic Hourly Rate	\$18.05	\$18.36	\$18.99	\$19.66
Vacation Pay (11%)	1.99	2.02	2.09	2.16
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$26.99	\$27.43	\$28.23	\$29.07
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$27.29	\$27.73	\$28.53	\$29.37
Level 4 Apprentice (65%)				
Basic Hourly Rate	\$16.76	\$17.05	\$17.63	\$18.25
Vacation Pay (11%)	1.84	1.88	1.94	2.01
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$25.55	\$25.98	\$26.72	\$27.51
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$25.85	\$26.27	\$27.02	\$27.81

Level 3 Apprentice (60%)				
Basic Hourly Rate	\$15.47	\$15.74	\$16.28	\$16.85
Vacation Pay (11%)	1.70	1.73	1.79	1.85
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$24.12	\$24.52	\$25.22	\$25.95
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$24.42	\$24.82	\$25.52	\$26.25
Level 2 Apprentice (55%)				
Basic Hourly Rate	\$14.18	\$14.43	\$14.92	\$15.44
Vacation Pay (11%)	1.56	1.59	1.64	1.70
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$22.69	\$23.07	\$23.71	\$24.39
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$22.99	\$23.37	\$24.01	\$24.69
Level 1 Apprentice (50%)				
Basic Hourly Rate	\$12.89	\$13.12	\$13.57	\$14.04
Vacation Pay (11%)	1.42	1.44	1.49	1.54
Health & Welfare Trust Fund	2.75	2.85	2.95	3.05
Pension Trust Fund	3.75	3.75	3.75	3.75
Training Trust Fund	0.45	0.45	0.45	0.45
Subtotal	\$21.26	\$21.61	\$22.21	\$22.83
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
Total	\$21.56	\$21.91	\$22.51	\$23.13

APPENDIX B UA STANDARD OF 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 contactors, 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.
- 4.

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.

5. **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.

APPENDIX C PLUMBERS' TOOL LIST

- 1 6" crescent wrench
- 1 8" crescent wrench
- 1 10" pipe wrench
- 1 hack saw
- 1 hammer
- 1 pliers
- 1 9" level
- 1 20' tape measure
- 1 pipe cutter (tubing) 2"
 pipe cutter (pex, ABS)
- 1 plumb bob
- 1 keyhole saw
- 1 cold chisel
- 1 set of screwdrivers
- 1 utility knife
- 1 MJ nut driver
- 1 channel locks
- 1 turbo torch

APPENDIX D TEXT OF LETTER ON PIPE FRABRICATION

UNITED ASSOCIATION

of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry
of the United States and Canada

John Telford
Director of Canadian Affairs
International Vice-President – District 6

November 20, 2009

Pipe Fabrication in Canada

Brothers,

Since my letter dated October 27th, 2009 regarding pipe fabrication for comfort heating and cooling and plumbing I have received numerous letters from across the country. The majority of these letters support the concept with only one local having minor reservations to opening up this avenue for our fair contractors.

These responses show me we are recognizing the need to adapt and modify our practices to “move forward” and recapture our rightful market share.

It is time to put our trust in one another and work with our industry partners to regain our position as the workforce of choice in the piping industry across this country. As you have heard me say numerous times before if we retain the status quo there will be no UA in the foreseeable future and therefore no one to fight for the rights of our loyal members and their families.

I realize that in many areas across the country collective agreements will be renewed in the coming months. Some might say that this issue should rightfully be decided at the bargaining table. Well history tells me that initiatives such as this seldom remain on the table when the bargaining gets down to the final strokes, and in the end we settle for money and little else that will help our industry.

It is my belief that by putting forward this **national Initiative** we will be sending a message to our contractors and clients that the UA is serious about change and they should join us in the fight to better our competitive position in the marketplace.

I recognize there will be challenges. I am also confident that we have the fortitude and political will necessary to develop the trust and cooperation with our members and fair contractors that we need to be successful. I have faith in our leaders across this country that they will heed the message given to us by our members to get back our markets and get back their job opportunities.

I have been travelling across this country over the past few months and the feedback I am getting from our members is that they support positive change and they support forward thinking and progressive leadership. As we move forward our leaders will need to be innovative free thinkers with the vision to follow the course set out by our Strategic Planning Committee and the mental toughness needed to outthink and out work our competition, while communicating and connecting with the 95% or better of our members who truly are the UA.

So how will it work?

The initiative that I will be presenting to our contractors is as follows:

- Signatory contractors working under the terms and conditions of local or provincial ICI collective agreements will have the right to pre-fabricate piping four inch (4”) and over for any comfort heating and cooling in any of their facilities under agreement with the United Association.
- In any jurisdiction that has mandated mobility provisions (such as Ontario) in their agreement the installing contractor must provide to the local union Business Manager, where the piping is to be installed, an accurate assessment of the full-time equivalent of manpower performing the work in their shop and the mobility provisions will be reduced accordingly.
- Signatory contractors working under the terms and conditions of local or Provincial ICI collective agreements wishing to pre-fabricate plumbing (all sizes) will contact the local union Business Manager, where the plumbing is to be installed, and demonstrate the cost efficiencies for such fabrication and perform a similar assessment of full-time manpower equivalencies regarding mobility.
- This initiative will be in effect for a period of two years commencing January 1st, 2010 and ending on December 31st, 2011. It will apply to any job bid during that period.
- The Canadian Director with the area representatives will review this initiative on or about November 30th, 2011 to determine whether the initiative should be extended, at that time, and periodically thereafter if the program is continued.
- During the course of the initiative being in effect it is expected and necessary that both successes and difficulties with this program be communicated in writing to the Canadian Office or to the appropriate area representative to ensure that the initiative meets the requirements for which it was developed. Our signatory contractors will be required to do the same.

Thank you once again for your feedback on this issue and I expect all locals to co-operate fully to ensure that this program enables us to regain market share and increase job opportunities for our members from coast to coast.

Fraternally Yours,

John Telford
Director of Canadian Affairs, UA