

COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THE 18th DAY OF JULY, 2002

BETWEEN

The Association of Commercial and Industrial Contractors of P.E.I.; hereinafter, called the Association:

AND

Local Union No. 721, United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the U.S.A. and Canada; hereinafter, called the Union.

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PURPOSE

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

ARTICLE 1 - RECOGNITION

1.01 Articles of this Agreement made and entered into between the Association of Commercial and Industrial Contractors of P.E.I., hereinafter called the Association and Local Union 721, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of U.S.A. and Canada, hereinafter called the Union.

1.02 The parties agree that this Agreement is binding upon the Association of Commercial and Industrial Contractors of P.E.I. Labour Relations Board, on behalf of its members who have authorized the committee to conclude a collective agreement on their behalf with Local Union No. 721 and each and every of its members. For the purposes of this Agreement the Association is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of its members. The Union agrees that the Association shall solely represent each and every of its members in respect of any dispute, grievance, question, negotiation, matter or thing pertaining to or arising out of this Agreement and that no direct bargaining, negotiation or discussion shall take place between individual Association members and the Union, except at the direction of the Association, except as is provided in this Agreement.

1.03 The Union agrees that its members will work for Association members who are bound by and to the terms and conditions as set out in this Agreement when work is available. The Association recognizes the Union as the exclusive bargaining agent for all employees bound by and to the terms and conditions as set out in this agreement.

1.04 The employer is any contractor or association member, or any person including a partnership or corporation who is party to this Collective Agreement.

ARTICLE 2 - JURISDICTIONAL AREA OF AGREEMENT

2.01 This Agreement shall apply to all members of the Plumbing, Pipefitting, Heating, Ventilation and Air Conditioning (HVAC), Industrial, Commercial and Residential Sector of the Construction Industry in the Province of Prince Edward Island to provide uniform interpretation, application and administration of relationship established.

ARTICLE 3 - UNION SECURITY

3.01 It shall be a condition of employment that all employees of the Company covered by this Agreement be members of the Union in good standing on the effective date of this Agreement and shall remain members in good standing and those who are not members on the effective date of Agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall become and remain members in good standing of the Union.

3.02 The Association will co-operate with the International Union providing employment for their members, and the Union agrees to assist the Association by all means in their power to secure and supply skilled and competent craftsmen.

3.03 (a) When the employer requires men, he shall contact the Union Business Agent or Union Office before 4:00 pm of any regular working day and specify Journeymen plumber, pipe fitter, welder, or apprentice. The union will name the first choice from the out-of-work lists and the employer will name the second choice from the out-of-work lists on a continuous basis.

The List will be categorized in three (3) parts being:

1. Journeymen plumbers/pipefitters
2. Welders
3. Apprentices

3.03 (b) If the Union cannot supply the member with qualified and capable men within forty-eight (48) hours, the Association member may procure men elsewhere. Employees hired by the contractors shall have with them, at the time of hiring, a referral slip signed by the Business Agent of the Union.

3.03 (c) An up-to-date list of out of work members will be maintained at the Union office. Upon reasonable request the list will be faxed to individual employers. This list will show the standing of the employees within the hiring rotation.

3.04 It is mutually agreed that the Association member deduct from the wages of each of his employees weekly dues at the following rates: 2% of the hourly base rate for each hour worked per week upon signing of the authorization card by the employee. This amount is to be sent to the Secretary/Treasurer of the union, together with a list of the employees from whom the deductions are made. All deductions are to be submitted not later than the 15th of the month following. The deductions shall be shown on and submitted with the Employer Contribution Form supplied by the Administrator of the Health and Welfare Plan. Interest will be charged at the rate of 2% per month on total dues deductions not submitted by the 15th of the month following.

3.05 The Union shall advise the Association member from time to time as to the amount of the regular monthly membership dues and the location of the Union office.

3.06 On each job a Foreman shall be appointed by written notice to the Union office in accordance with Article 22. One Foreman will not be responsible for more than eight (8) men. After the eight person hired, the Foreman shall become a non-working foreman.

3.07 When travel card members or potential members are employed and members in good standing of Local 721 become available, travel card or potential members shall be replaced by qualified members of Local 721.

ARTICLE 4 - BUSINESS AGENTS AND STEWARDS

4.01 The Union shall advise the Association member in writing the name of its current Business Agent or acting Business Agent.

4.02 The Business Agent shall have access to the job site in the performance of his duties in servicing this Agreement, provided he has notified the Association member's superintendent, or foreman. While on the site the Business Agent shall not interfere in any way with the progress of work.

4.03 (a) It is agreed that the Union shall notify the Employer in writing, of the appointment of a Steward. The Employer must notify the Union immediately when discharging a Steward or discharging or transferring a Steward. The Union will give consideration to the recommendation of the Journeyman and apprentices employed at the Shop/Job for a Steward vacancy.

4.03 (b) The Steward shall be recognized at the shop in which he is employed and shall not be discriminated against.

4.03 (c) The Steward shall be allowed time to perform his duties and present grievances during working hours, on site, or at the Shop.

4.03 (d) The Steward shall be notified of men working any overtime and shall be given the just opportunity to work the overtime. If he is not working the overtime, he shall appoint a temporary Steward from amongst the men working overtime.

4.03 (e) In the Shop, the Steward, will be the last man laid-off with the exception of a Foreman and designated Serviceman, equipped for service work with company vehicles.

4.03 (f) Stewards on the job will be the last man laid-off with the exception of the Foreman and one Journeyman.

4.04 The Union reserves the right to discipline its members.

4.05 The Union reserves the right to bring in representation for negotiations and for grievance procedures.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees that it is the exclusive function of the Association member to exercise the usual function of management.

5.02 The Right

b) to conduct its business in all respects in accordance with its commitments and responsibilities including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of men required on all operations, to determine the kinds and location of machines, tools and equipment to be used and the schedules of jobs and work, to determine the suitability of employees for various types of work and to maintain order, discipline, and efficiency.

b) to hire, lay-off, transfer, promote, or discharge employees for just and sufficient cause.

c) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

d) it is agreed that management rights shall not be exercised in a manner inconsistent with this Agreement.

e) no agreement different from this Agreement shall be signed by this Union with any other contractor within the scope of this Agreement.

f) The unionized employers shall have the right to subcontract U.A. Local 721 work, the unionized employer shall make this Contract part of the Contract with the subcontractor.

ARTICLE 6 - HOURS OF WORK

6.01 (a) Forty (40) hours constitutes a week's work beginning Monday at 8:00 am and ending Friday at 4:30 pm and shall be considered a normal work week.

6.01 (b) Special working hours Monday to Friday not to exceed forty (40) hours may be brought into effect by mutual agreement of all parties.

6.02 The normal work day shall be 8:00 am to 4:30 pm with a thirty minute lunch period.

6.03 One morning break and one afternoon break shall be provided to the employees during the normal eight (8) hour working day provided that the employees do not leave the job and that the breaks do not exceed fifteen (15) minutes. Break periods may be altered in cases of emergency.

6.04 In finishing up a job on any regular working day, where the employee is not returning the next day and if to finish will take no more than one (1) hours time, it will be done at the regular rate of wages.

6.05 Overtime if instructed by the Association member shall be paid for at the rate of double time except on residential and repair work where the rate will be time and one half.

6.06 All overtime will be strictly on a voluntary basis.

6.07 Local 721 men working on a job shall have the right to all overtime on that job.

6.08 When shift work is instituted it shall consist of the day shift, the afternoon or second shift and the midnight or third shift. No employee shall work more than one (1) shift in a twenty-four hour period.

6.09 Where it is necessary to work two (2) shifts, a full eight (8) hours shall be worked on each shift. For the second shift, the wages for Journeymen and Apprentices shall be ten (10%) percent per hour. Total package as per Appendix "C" and "E".

6.10 Where a third shift is required the rate shall be fifteen (15%) percent per hour above total package as per Appendix "C" and "E".

6.11 An employee shall not leave the job after starting time without permission of his Supervisor or Representative.

6.12 The Association member and the Union shall co-operate in trying to eliminate unnecessary absenteeism. An employee who is not reporting for work shall attempt to contact the Association member prior to starting time of his shift.

6.13 Employees shall be on the job site and report to the Foreman at the start of his shift. A reasonable amount of time at the end of the shift for clean up of tools, materials, etc., shall be allowed.

6.14 When a man reports to the job at the specified time and is refused work, he will be paid two (2) hours reporting time. If a man reports to a job site and due to inclement weather no work is available, this Article does not apply.

6.15

No member of the Union who is employed under the terms of this Agreement shall do any work at his trade or connected work for any other person or persons outside the regular hours as laid down in this Agreement. Employees reported to the Union for violation of this rule and who are working for monetary gain shall be disciplined according to the following schedule:

1st offence - \$50.00 fine and one (1) week suspension

2nd offence - \$100.00 fine and one (1) month suspension

3rd offence - Expulsion from the Union for one (1) year

Association members shall deduct these fines from employees' wages and submit to the Union, Secretary-Treasurer.

6.16 No member of the Union who is employed under the terms of this Agreement shall do any work for any person or persons while on paid vacation by the Association member. Employees reported to the Union for violation of this rule shall be disciplined according to the Schedule laid down in Article 6.15.

ARTICLE 7 - HOLIDAYS

7.01 (a) The following holidays shall be paid for at double time the normal rate for work performed. Work hours will not be changed in the week the holiday falls in.

New Year's Day	Good Friday
Victoria Day	Canada Day
Remembrance Day	Labour Day
Boxing Day	Christmas Day
Thanksgiving Day	

7.01 (b) Holidays will be observed as per the following:

CALENDAR YEAR 2002

Labour Day
Thanksgiving Day
Remembrance Day
Monday, November 11

DAY FALLS ON

Monday, September 2
Monday, October 14
Wednesday, December 25
Thursday, December 26

DAY OFF

Monday, September 2
Monday, October 14
Monday, November 11
Wednesday, December 25
Thursday, December 26

CALENDAR YEAR 2003

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Tuesday, November 11

DAY FALLS ON

Wednesday, January 1
Friday, April 18
Monday, May 19
Tuesday, July 1
Monday, September 1
Monday, October 13

DAY OFF

Wednesday, January 1
Friday, April 18
Monday, May 19
Tuesday, July 1
Monday, September 1
Monday, October 13
Tuesday, November 11

Christmas Day
Boxing Day

Thursday, December 25
Friday, December 26

Thursday, December 25
Friday, December 26

CALENDAR YEAR 2004

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Thursday, November 11

DAY FALLS ON

Thursday, January 1
Friday, April 9
Monday, May 17
Thursday, July 1
Monday, September 6
Monday, October 11

DAY OFF

Thursday, January 1
Friday, April 9
Monday, May 17
Thursday, July 1
Monday, September 6
Monday, October 11
Thursday, November 11

Christmas Day

Saturday, December 25

Monday, December 27

Boxing Day

Sunday, December 26

Tuesday, December 28

CALENDAR YEAR 2005

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Friday, November 11

DAY FALLS ON

Saturday, January 1
Friday, March 25
Monday, May 16
Friday, July 1
Monday, September 5
Monday, October 10

DAY OFF

Monday, January 3
Friday, March 25
Monday, May 16
Friday, July 1
Monday, September 5
Monday, October 10
Friday, November 11

Christmas Day
Boxing Day

Sunday, December 25
Monday, December 26

Monday, December 26
Tuesday, December 27

CALENDAR YEAR 2006

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Monday, November 13

DAY FALLS ON

Sunday, January 1
Friday, April 14
Monday, May 15
Saturday, July 1
Monday, September 4
Monday, October 9

DAY OFF

Monday, January 2
Friday, April 14
Monday, May 15
Monday, July 3
Monday, September 4
Monday, October 9
Saturday, November 11

Christmas Day
Boxing Day

Monday, December 25
Tuesday, December 26

Monday, December 25
Tuesday, December 27

CALENDAR YEAR 2007

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Monday, November 12

DAY FALLS ON

Monday, January 1
Friday, April 6
Monday, May 14
Sunday, July 1
Monday, September 3
Monday, October 8

DAY OFF

Monday, January 1
Friday, April 6
Monday, May 14
Monday, July 2
Monday, September 3
Monday, October 8
Sunday, November 11

Christmas Day
Boxing Day

Tuesday, December 25
Wednesday, December 26

Tuesday, December 25
Wednesday, December 26

ARTICLE 8 - TOOLS AND EQUIPMENT

8.01 Employer's tools, materials and equipment can be unloaded or moved away by the Association member during any work stoppage or strike and the necessary arrangements in the opinion of the Association member made for the protection thereof.

8.02 All tradesmen at the beginning of their employment shall have the tools as outlined in Schedule "A". Tools that are broken or worn out on the job shall be repaired or replaced by the employer with tools of equal quality.

8.03 Tools and equipment supplied by the Association member shall be issued to an employee who shall sign a receipt for them and be financially responsible for them if lost. When tools or equipment are returned, the receipt shall be returned to the employee.

ARTICLE 9 - WORKING CONDITIONS

9.01 The Association member shall provide a suitable waterproof place for the purpose of a lunchroom, which shall be heated in cold weather.

9.02 The Association members will co-operate with the Union in ensuring that proper sanitary facilities are maintained on the site in accordance with the Worker's Compensation Act of Prince Edward Island, and the Occupational Health and Safety Act and Regulations, Province of Prince Edward Island.

9.03 A properly equipped approved First Aid Kit shall be provided on site by the Association member and in company vehicles.

9.04 If an employee is injured on the job site and must leave to get medical attention and is advised by his doctor to remain off work the day of the injury, the employer will pay the regular rates of pay to the worker for the hours of work lost on the first day of the injury.

9.05 If a project is closed down by an authorized inspector under the Worker's Compensation Act and Regulations of P.E.I. or the Occupational Health and Safety Act and Regulations, Province of Prince Edward Island as the result of the Mechanical employers misfeasance, employees shall be assigned to clean up or other work. Should other work not be available the employee shall be paid for the balance of the regular shift.

9.06 The Negotiating Committee shall be comprised of three (3) representatives from each party and two (2) of three (3) from each party will form a quorum.

9.07 Any representative of the Union, who is in the employ of the employer, shall have the right to attend all meetings with the employer or the Association, held within working hours, without loss of wages and benefits. The employer will invoice the Union for the wages and benefits paid to the employees for these meetings. The Union will pay the invoices for these wages and benefits paid to the employees plus an administration fee, the amount of this fee is to be agreed on by both parties. This Article shall not conflict in any way with Article 4.

ARTICLE 10 - DISPUTES

10.01 A Joint Conference Board will be formed by three (3) members of the Association of Commercial and Industrial Contractors; and three (3) members of the Union - and shall meet every three (3) months or more often if requested by either party. Two (2) members from each party will form a quorum.

10.02 Minor disputes which occur on the job site or at the shop will be discussed and settled by the Steward and the Association member's Superintendent.

10.03 In the case of any disputes or grievances arising that cannot be settled, the Union Representative or the Association Member superintendent shall contact the Chairman of the Association of Commercial and Industrial Contractors of P.E.I., or the Union Business Manager to negotiate the grievance. If the dispute or grievance remains unsettled, it will be referred to the Joint Conference Board, and a Board shall meet within seventy-two (72) hours. In any case, any grievance that is not submitted in writing to the other party shall be deemed abandoned.

10.04 If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Board upon it having been considered, then either of the Parties to the dispute or grievance may request arbitration in the manner herein provided for.

10.05 A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the Parties and their members.

10.06 It is mutually agreed by both parties there shall be no strike, lock out, picketing, slow down, or stoppage of work, either complete or partial, during the terms of this Agreement. No Union member shall be required to cross a legal picket line.

ARTICLE 11 – ARBITRATION PROCEDURE

11.01 Arbitration shall be commenced by either Party giving notice in writing to the other Party, within seven (7) calendar days, after an answer from the Joint Conference Board setting out the grievance and requesting that the matter be referred to Arbitration.

11.02 The Arbitration Board shall consist of three (3) persons who shall be selected as follows:

- a. The Association member shall appoint one (1) member.
- b. The Union shall appoint one (1) member.
- c. The above shall be appointed within five (5) days following receipt of written notice requesting arbitration and the members so appointed shall select within ten (10) days after their appointment a third member who shall be the chairman.

11.03 If either party shall refuse or neglect to appoint a member as aforesaid to a Board of Arbitration within five (5) days, the PEI Minister of Provincial Affairs responsible for Labour may be requested by either party to name a member. In the event that the two (2) members appointed cannot agree on a Chairman, The Minister, may appoint the Chairman of the Board.

11.04 Hearings of the Board shall commence within fifteen (15) days after the appointment of the Chairman, and shall continue in such a manner that the arbitrators shall make their award in writing not more than one (1) month thereafter. The decision of the majority of the Board shall be final and binding upon the parties to this Agreement.

11.05 The expense and remuneration of the Chairman and any of the staff as he may require, shall be borne in equal shares by the other two (2) parties. The expenses and remuneration of the other parties shall be borne by the parties who appointed them, or for whom the said Minister of Labour appointed them.

11.06 The Arbitration Board shall hear all the parties concerned and to determine the matters referred to them. Upon determination of the matter, the Board, shall make an Order which will provide for the final settlement of the matter and make any order that will restore the aggravated party to its rightful, just and equitable position.

11.07 Every party to and every party bound by this Agreement and every person on whose behalf the Agreement was entered into shall comply within the provision for the final settlement and give effect thereto.

11.08 All time limits in this Article may be extended by mutual agreement of the parties thereto.

ARTICLE 12 – LAY-OFF

12.01 The Association member is required to give an employee two (2) working days' notice prior to any lay-off, provided notice is given 8:30 am on the day notice of lay-off is given unless the last working day is to be Friday, in which

case the Association member is required to give one (1) days' notice.

12.02 In the event of a lay-off, the system in Article 3.03 will work in reverse, one management-selected employee will be laid off and one union selected employee will be laid off on a continuous basis.

12.03 Each employer is entitled to a “Core Group” of four (4) employees, one of whom shall be an apprentice.

ARTICLE 13 – SAVING CLAUSE

13.01 It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of Prince Edward Island. Should it be later determined that it would be a violation of any legally effective Dominion or Provincial Order or provisions of this Agreement, the parties; hereto, agree to renegotiate such provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute. However, all other provisions of this Agreement shall remain in force.

ARTICLE 14 – DAILY TRAVEL

14.01 The employer shall have the option to disregard travel allowance if suitable transportation is provided.

Two (2) “free zones” having a radius of 25 km shall be maintained from the City Halls of Charlottetown and Summerside. Employees traveling to the work sit outside the “free zones” shall be paid on date of signing 0.35 cents km, March 1, 2003, 0.40 cents km.

On projects which are greater than 64 km from the “free zone” the employee shall be paid an additional \$2.00 per day for each 15 km or part thereof over 64 km.

Kilometers are to be determined as road kilometers, using the shortest practical road measurements from the “free zone” perimeter to the job site.

For the purpose of implementation, it is considered that the following companies have their corporate head office in Charlottetown or in other provinces:

Bevan Bros. Limited
Controls & Equipment Ltd.
D. B. & Jones Inc.
Dufferin Construction Ltd.
F. Myers Plumbing & Heating
Halifax Heating & Air Conditioning
I-Tek Engineering
KFK Construction Limited
M M Engineering Limited
MacIntyre Sheet Metal Ltd.
Moncton Plumbing & Heating
Nelson Good
P.E.I. Mechanical Limited
Quality Control
Rothmar Manufacturing Limited
Steen Contractors Ltd.
Sunny Corner Heating
W. L. McKenna
Wilson & Moore Limited
Precision Mechanical

Sayers & Associates Limited

The following companies are considered Summerside Contractors and will operate within the Summerside “free zone”.

Inman Plumbing and Heating Ltd.

All out-of-province contractors who do not have their corporate office in Prince Edward Island shall operate in Charlottetown free zone.

14.02 Employees working on a job, one (1) day or less, not informed by 9:00 pm the previous evening that they are working out of town, will be allowed a meal allowance of \$12.00. Employees required to work in excess of two (2) hours overtime and who have not been given twenty-four (24) hours notice shall be provided with a meal. Meals shall be provided every four (4) hours; thereafter, at a maximum of \$12.00 per meal.

14.03 Employees sent out of Charlottetown and Summerside to work from whence they do not return daily, shall be paid regular rates of wages. Fares to and from out of town work shall be paid by the employer. Time traveling to and from such work shall be paid at single time up to a maximum of eight (8) hours in any day. In addition to the above, the room and board of the workman shall be paid.

14.04 When the Association member requires men, and the Union is not able to supply them from within the province, as listed in Article 3.02, the employer shall pay a Board allowance of fifty (\$50.00) dollars per day worked.

ARTICLE 15 - WELDERS

15.01 In the case of any Journeyman welder, the Association member can demand that he or she take a welding test. This test is a prerequisite for employment.

15.02 The following articles of working apparel for a Welder shall be supplied to the Welders at no cost to the employee:

- a. Welding mitts
- b. Welding helmet
- c. Welder coat
- d. Welding hood when required
- e. Fire extinguisher
- f. Fire blanket
- g. All other requirements as required by the Occupational Health & Safety Act & Regulations of PEI

15.03 Journeyman welders with a certified pressure-welding certificate will be paid journeyman rates. When welding stainless steel, five (5%) percent above journeyman rates shall be paid to the welder and fitter.

15.04 The Union and Association will endeavor to upgrade the skills of member Welders as it applies to special welding procedures, and quality control. The Employer reserves the right to request in writing a Resume of experience on Welding Procedures when hiring a Welder.

ARTICLE 16 – APPRENTICESHIP

16.01 A Committee of equal numbers, of Union and Management, will periodically check the Apprentices on the jobs to determine whether or not they are being trained in the proper manner.

16.02 Apprentices shall be paid the following percentage of the Journeyman hourly rate:

1 st year	50%
2 nd year	60%
3 rd year	70%
4 th year	80%
5 th year	90%

16.03 Any employee who has successfully completed a plumbing course at Holland College shall begin his Apprenticeship at 55% of the Journeyman rate. Apprentices require the hours plus any three (3) core modules to advance to the next level.

0 – 1000	55%
1001 – 3000	60%
3001 – 5000	70%
5001 – 7000	80%
7001 – 8000	90% (until proof of T.Q. has been obtained)

16.04 It is agreed between the Union and the Association member that Apprentices shall work under the supervision of a Journeyman or a man holding a proficiency license.

16.05 When an Apprentice obtains his Trade Qualifications he shall receive the Journeyman rates of pay.

16.06 A fifth (5th) year apprentice will be allowed one (1) year to qualify as a journeyman. In the event he does not qualify, his wage scale shall be reduced from 90% of the journeyman rate to 70% of the journeyman rate.

16.07 If an employer laid off a Third or Fourth year Apprentice, he shall be replaced by a Third or Fourth year Apprentice when rehiring within thirty (30) days.

16.08 The permitted ratio of Apprentice to Journeyman in a shop or on a job site shall be according to the ratio approved by the Apprenticeship Advisory Board established under the Apprentice and Tradesmen Qualification Act of Prince Edward Island. The Association and the Union agree to jointly approach the Apprenticeship Advisory Board from time to time to ensure the ratio is being enforced.

ARTICLE 17 – INDUSTRIAL STANDARDS ACT

17.01 It is agreed by both parties that upon signing of a new Collective Agreement, the Agreement will be forwarded to the Department of Labour to have the Industrial Standards amended to correspond to the schedules of the new Collective Agreement.

ARTICLE 18 – EMERGENCY REPAIR

18.01 In the event that it is necessary to call a workman from his home for emergency repair work and the job takes less than one (1) hour, the workman shall be paid for a minimum of one (1) hour. The Association member has the right to designate an employee on a rotating basis to stand by for emergency service, if the employee has placed his name on the Call Out List. This employee will notify his Association member at the end of each day where he can be reached by phone if needed in an emergency.

ARTICLE 19 – VACATION PAY

19.01 In addition to the hourly rates of pay, the Employer shall pay each employee vacation pay as outlined in Appendix C. Vacation pay is to be paid weekly and shown separately on the employee's pay statement.

ARTICLE 20 – BEREAVEMENT LEAVE

20.01 In the case of death of the: Father/step-father, mother/step-mother, spouse, child, brother, sister or step-child of an employee, the Association member will compensate such employee for the time lost up to a maximum of three (3) consecutive regular working days at the rate of regular wages, within the interval between the time of death and the time of burial.

ARTICLE 21 – JOURNEYMAN RATES OF PAY AND PAY DAY

21.01 The Journeyman rate of pay shall be the rates as outlined in Appendix C and E. The pay period shall be from Sunday to Saturday.

All pay cheques will be distributed or electronically paid by Thursday of each week not later than quitting time. After quitting time Thursday, if the wages are not paid, the employee shall be given two (2) hours pay for every day or part day that the pay is late. Employees who are laid-off or terminated shall receive their wages and documents, termination slips, etc. on the next day before noon. If required to wait any longer period, he shall receive regular rates of pay for all such waiting time.

ARTICLE 22 – FOREMAN RATES OF PAY

22.01 On every commercial and industrial job of between \$100,000.00 to \$250,000.00 labour and material – one journeyman shall be designate Foreman and paid \$1.00 per hour above the rate.

22.02 On every commercial and industrial job of over \$250,000.00 labour and material, a journeyman shall be designated foreman and paid \$2.00 per hour above the rate.

ARTICLE 23 – HEALTH AND WELFARE FUND

23.01 The Employer shall submit monthly the amount of money outlined in Appendix C on behalf of the employee of the Local Union Welfare Trust Fund. If during the term of Agreement, there are more funds required to maintain the present benefits to the Health and Welfare Plan then these additional funds shall be paid by the Employer to a maximum of \$.05 cents per hour. The parties to this Collective Agreement agree that the Trustees of the Trust Fund appointed in accordance with the Trust Agreement shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the parties hereto to enforce the payment of such contributions and collect overdue contributions. The employer in question shall be liable for any and all legal expenses incurred in collecting amounts. The parties of the Collective Agreement agree that any Employer Trustee found to be in violation of the Terms of the Trust Document and/or the Collective Agreement shall be remove as a Trustee of the Trust Fund.

ARTICLE 24 – PENSION FUND

24.01 The Employer shall submit monthly the amount of money outlined in Appendix C on behalf of the employees to the Local Union Pension Fund. The fund shall be jointly trusted between the Union and the Association. The parties to this Collective Agreement agree that the Trustees of the Trust Fund appointed in accordance with the Trust Agreement shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the parties thereto to enforce the payment of such contributions and collect overdue contributions. The employer in question shall be liable for any and all legal expenses incurred in collecting amounts.

The parties of the Collective Agreement agree that any Employer Trustee found to be in violation of the Terms of the Trust Document and/or the Collective Agreement shall be remove as a Trustee of the Trust Fund.

ARTICLE 25 – INDUSTRY IMPROVEMENT FUND

25.01 Both parties agree to the establishment of an Industry Improvement Fund which will be jointly trusteeed by equal numbers of employer and employee trustees. The Industry Improvement Fund shall be administered according to terms of the administration agreement made between the parties to this Collective Agreement. Safety courses that are covered by this fund are WHMIS, Fall Arrest, Tested Welders, Safety Orientation, First Aid, Confined Space.

All employers must remit each month by the 15th day of the following month as outlined in Appendix C to the Industry Improvement Fund, an amount of fifty (.50) cents effective on signing for each hour paid for the employees covered by this agreement, and such amounts along with the completed remittance forms provide by the administrator of the Industry Improvement Fund shall be mailed to:

The President
United Association of Journeymen and Apprentices
Of the Plumbing & Pipefitting Industry of the U.S.A. and Canada
25 Kensington Court
Charlottetown, PE
C1A 8K4
Tel: (902) 894-5404
Fax: (902) 368-2974

The parties hereto agree that either party pursuant to the agreement establishing the Industry Improvement Fund shall have the authority to utilize the arbitration procedures set forth therein for the collection of delinquent accounts for an individual contribution required to be made pursuant to this article. Any arbitrator appointed pursuant to this clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages, and all related costs.

Responsibilities and liabilities shall be outlined in the administration agreement. A form provided by the administrator shall include the total hours and be included with the remittances.

The parties agree that a joint committee will be struck no later than December 1, 1995 to oversee the prompt establishment of a jointly trustee training committee with equal representation of trustees from both employers and employees.

See Appendix "C" Present	.32 cents P.E. I.	0.08 cents N.S./PEI Training
		0.12 cents A.C.I.C.
		<u>0.12 cents</u> U.A. Local 721
	Total	0.32 cents

ON DATE OF SIGNING		0.08 cents N.S./P.E.I. Training
		0.06 cents A.C.I.C.
		<u>0.36 cents</u> U.A. Local 721
	Total	0.50 cents

Will be reviewed in one year to determine if more money is required.

ARTICLE 26 – TERM OF AGREEMENT

26.01 This agreement shall become effective on July 18, 2002 and shall remain in full force until the 28th day of February, 2007.

The Parties to this Agreement may, by mutual consent, in writing at any time while the Agreement is in force; vary or substitute other provisions relating to the terms of this Agreement.

If during the life of this Agreement, Federal or Provincial Legislation is altered so as to affect in any way any of the provisions of this Agreement, then either Party may within thirty (30) days request negotiations with respect of the Article or Section of the Agreement affected. Negotiation for renewal of the Agreement shall commence within thirty (30) days when notice is given by either party. Notice shall not be given more than one hundred twenty (120) days prior to Termination of the Collective Agreement.

During the negotiations, upon any proposed revision of this Agreement, the Agreement in its present form, shall remain in full force and effect until satisfactory settlement or such negotiations have been reached or until such time as the Parties can legally declare a strike or lockout.

Industrial definition will be revisited on March 1, 2003.

ARTICLE 27 – ENABLING PROVISIONS

27.01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in the jurisdictional area of this Agreement, the terms and conditions in this Agreement may be changed or amended by the Association of Commercial and Industrial Contractors of P.E.I., Mechanical Sector and Local 721 United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of U.S.A. and Canada subject to the conditions that such change or amendment shall not be effective unless and until it has the written agreement of both parties.

ARTICLE 28 – SIGNATORIES

28.01 THIS AGREEMENT has been finalized between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S.A. and Canada, Local 721 and Members of the Association of Commercial and Industrial Contractors of P.E.I., Labour Relations Committee.

SIGNED at Charlottetown this 18th day of July, 2002.

ON BEHALF OF:

Association of Commercial and
Industrial Contractors of P.E.I.

ON BEHALF OF:

Local 721, U.A. of Journeymen
& Apprentices of the Plumbers &
Pipefitting Industry of the U.S.A.
And Canada

President

Vice-President

Secretary

WITNESS: _____

APPENDIX "A"

TOOLS

Employees will have with them on the job the following tools:

1. a. Two (2) hammers – (1 ball peen and 1 claw)
 - b. Pocket level
 - c. 5 meter x 2 cm tape
 - d. Pliers
 - e. Pipe wrenches up to and including 24"
 - f. Hacksaw frame
 - g. Cold chisel
 - h. Screw drivers up to and including 12"
 - i. Crescent wrench
 - j. Tin snips
 - k. Tube cutters no. 00
 - l. Basin wrench
2. A 1st and 2nd year Apprentice shall not be responsible for supplying any tools except a tape measure.
3. The 3rd and 4th year Apprentice shall be responsible for the remaining tools as listed in Appendix "A", as for Journeymen.
4. Welder
Welders are required to provide the following tools in good condition:
 - a. First set of welders gloves
 - b. One (1) set of cutting goggles
 - c. One (1) striker for Oxygen/Acetylene torch
 - d. One (1) chipping hammer
 - e. One (1) measuring tape
 - f. One (1) tool box of adequate size for personal tools

APPENDIX "B"

Bevan Bros. Limited
Controls and Equipment Ltd.
Cottage Mechanical Services Limited
D. B. & Jones Inc.
Dufferin Construction Ltd.
ESD Enterprises
F. Myers Plumbing & Heating
Halifax Heating & Air Conditioning
I-Tek Engineering
Inman Plumbing and Heating Ltd.
Joe MacKinnon – MacKinnon’s Quality Plumbing & Heating
KFK Construction Limited
MBB Treca Inc.
M M Engineering Limited
MacIntyre Sheet Metal Ltd.
Modern Mechanical Inc.
Moncton Plumbing & Heating
Nelson Good
P.E.I. Mechanical Limited
PFP Installations
Quality Control
Rothmar Manufacturing Limited
Simco
Steen Contractors Ltd.
Sunny Corner Heating
W. L. McKenna
Wilson & Moore Limited
Precision Mechanical
Sayers & Associates Limited

APPENDIX "C"

	<u>RATE/HOUR</u>	<u>H & W</u>	<u>PENSION</u>	<u>TRAINING</u>	<u>VAC 8%</u>	<u>TOTAL RATE</u>
March 1, 2001 1%	\$19.62	0.70	1.91	0.32	1.57	24.12
July 18, 2002	20.12	0.70	1.91	0.50	1.61	24.84
March 1, 2003	20.82	0.70	1.91	0.50	1.66	25.59
March 1, 2004	21.53	0.70	1.91	0.50	1.72	26.36
March 1, 2005	22.26	0.70	1.91	0.50	1.78	27.15
March 1, 2006	23.01	0.70	1.91	0.50	1.84	27.96

= 15.9% over 5 years
(\$3.84)

If during the term of this Agreement, it is decided by the Union that the Benefit increase referring to Pension, Health & Welfare, Training Fund will be distributed in a different manner, then at that time, the contract shall be opened for distribution of the Benefit increase only.

APPENDIX "D"

WHEREAS:

The Employer and the Union are intent on establishing a form of Collective Agreement with respect to Tradesmen engaged in the Plumbing, Heating and Ventilation in the small Commercial and Residential sector of the construction industry as to provide uniform interpretation, application, and administration of relationship established.

ARTICLE 1: PURPOSE

It is acknowledged by the Parties to this Agreement that it is in the best interest of both Parties to work together in finding ways and means of being competitive on projects in service work, residential, and small commercial segments of the Industry.

ARTICLE 2: COVERAGE

- A) Service
- B) Residential construction
- C) Small commercial, renovations, and tenant improvement projects up to \$500,000.00 mechanical value

ARTICLE 3: OVERTIME

All overtime shall be on a voluntary basis. Overtime of two (2) hours per day, Monday through Thursday, may be worked at straight time rates of pay for the following reasons:

- When two (2) extra hours would complete a project on that day.
- When a mechanical system is under test.
- When commissioning a mechanical system.
- When sleeving is required for a concrete pour on the next day.
- When an emergency occurs.
- Unloading of major materials at a job site.
- Plan shut-downs for tie-in purposes.

All other overtime shall be at one and one half (1 ½) times the regular rates of pay, except for holidays as listed in the Collective Agreement which shall be paid at double the regular rates.

ARTICLE 4: HIRING PROCEDURES

Hiring procedures as per Article 3, of the Collective Agreement.

ARTICLE 5: TRAVEL

As per Article 14.01

ARTICLE 6: WAGES

The Journeyman rates of pay shall be as outlined in Appendix E.

ARTICLE 7: APPRENTICESHIP RATES

All as per Article 16 of the main Agreement.

ARTICLE 8:

It is agreed between both Parties that all other Articles contained in the new Plumbers Agreement, effective , 2002, between the Association of Commercial and Industrial Contractors of Prince Edward Island, Plumbers Sector, an the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States of America and Canada, Local 721, will apply to this Agreement.

ARTICLE 9: DURATION

Refer to Article 26 of the Agreement.

THIS AGREEMENT has been finalized between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of U.S.A. and Canada, Local 721; and members of the Association of Commercial and Industrial Contractors of Prince Edward Island.

SIGNED at Charlottetown this 18th day of July, 2002.

ON BEHALF OF:

Association of Commercial and Industrial Contractors of P.E.I.

ON BEHALF OF:

Local 721, U.A. of Journeymen & Apprentices of the Plumbers & Pipefitting Industry of the U.S.A. And Canada

President

Vice-President

Secretary

WITNESS: _____

APPENDIX "E"

	<u>Rate/Hour</u>	<u>H & W</u>	<u>Pension</u>	<u>Training</u>	<u>Vac 8%</u>	<u>Total Rate</u>
March 1, 2001 1%	\$17.27	0.70	1.91	0.32	1.38	21.58
July 18, 2002	17.70	0.70	1.91	0.50	1.42	22.23
March 1, 2003	18.32	0.70	1.91	0.50	1.47	22.90
March 1, 2004	18.96	0.70	1.91	0.50	1.52	23.59
March 1, 2005	19.62	0.70	1.91	0.50	1.57	24.30
March 1, 2006	20.30	0.70	1.91	0.50	1.62	25.03

= 15.89% over 5 years
(\$3.45)