

SOURCE	Comp. M.	
EFF.	95	12
TERM.	98	30
No. OF EMPLOYEES	800	
NOMBRE D'EMPLOYÉS	JF	

1995 - 1998

MECHANICAL AGREEMENT

between

THE MECHANICAL CONTRACTORS TRADE DIVISION

of the

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

and

LOCAL UNION 254

of

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES

OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND

CANADA

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AGREEMENT

Articles of Agreement mutually made and entered into this day:
June 12, 1995

BETWEEN

The Construction Labour Relations Association of Manitoba on behalf of the Members of the Mechanical Contractors Trade Division of the Construction Labour Relations Association of Manitoba, which members as of the date of signing of this Agreement are listed at the end of this Agreement, together with certain other Plumbing and Heating Contractors who are signatory to this Agreement, all of whom are hereinafter referred to as the Employer

PARTIES OF THE FIRST PART

AND

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union **254** Winnipeg, Manitoba and the Members thereof hereinafter referred to as the Union

PARTIES OF THE SECOND PART

with a view to promoting the business of Heating and Sanitation to organize those persons who are qualified therein, to insure a standard of efficiency for the protection of the public, to establish and stabilize wages, hours and working conditions for journeymen and apprentices of the plumbing and pipefitting industry and to facilitate the settlement of differences that may arise between the respective organizations who are parties to this Agreement.

This Agreement also covers all signees of the U.A. National Agreement and other Piping Contractors operating in the Province of Manitoba the jurisdiction of Local No. **254**.

ARTICLE 1 - SCOPE AND RECOGNITION

1:1 The Employer recognizes the Union as the sole and exclusive bargaining agency for all journeymen and apprentices of the Plumbing and Pipefitting Industry in the employ of the Employer on work within the boundaries of the Province of Manitoba with respect to wages, hours and other terms and conditions of employment on any and all work described in Article 3 of this Agreement.

1:2 The Union agrees, on the construction and service work, to work only for and supply men to Employers who agree to comply with the working rules and wage scales as set out in this Agreement, and are signatory thereto, or are signees of the U.A. National Agreement!.

✓ **1:3** The Employer agrees not to sublet or contract out any work covered by the United Association's trade jurisdiction unless the Contractor to whom the work is sublet is under Agreement with Local 254, the United Association, or one of its Local Unions. The Employer, when subletting or contracting out any work not covered by the United Association's trade jurisdiction will endeavour to assign the above work to firms whose employees are in Unions affiliated with the AFL - CIO, CF of L.

I 2 - B2 AUTHORITY

2:1 The parties agree that this Agreement is binding upon each and every member of the Mechanical Contractors Trade Division of the Construction Labour Relations Association of Manitoba on whose behalf this Agreement is entered into, and Local 254 and each and every of its members. For the purposes of this Agreement the Employer is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of its members who employ U.A. members and who are signatory to this Agreement. The Union agrees that the Employer shall solely represent each and every one 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 negotiating or discussion shall take place between individual Employers and the Union except as is provided in this Agreement.

ARTICLE 3 - TRADE OR WORK JURISDICTION

3:1 This Agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of pipe supports, the installation of all plumbing and pipefitting systems, all component parts thereof, and shall mean without limitation the handling, fabricating, assembling, erecting, of all pipe regardless of composition, whether metallic or non-metallic, performed in any branch of the Plumbing and Pipefitting Industry, plumbing, steamfitting, gasfitting, industrial pipefitting, pneumatic or hydraulic pipefitting, all process piping used above or below ground, all heat treating and stress relieving of pipe, all welding,

tacking and burning connected with the above and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and any other work awarded to the United Association through jurisdictional ruling as laid down by the Building Trades Department of the A.F. of L. - C.I.O.

3:2 The Union agrees that in respect of jurisdictional disputes during the life of the Agreement, it will not be involved in, and will not directly or indirectly, sanction or authorize any slowdown, work-to-rule, stoppage of work, refusal to perform work, or any activity designed to restrict or limit output, and no employee shall be involved in such action. It is further agreed by the Union that should any such action be taken, the Union shall instruct its members to carry out the provisions of this Agreement and return to work and to perform their duties in the usual manner and shall enforce such instruction.

3:3 Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board") or any successor thereto adopted by the Building and Construction Trades Department of the A.F. of L. - C.I.O. and participating Employers. Provided, that all Unions involved in such jurisdictional disputes and all Employers with whom these Unions have Collective Bargaining Agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when these Employers are involved in a jurisdictional dispute. In the event the above provision is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

In the event any Union claiming jurisdiction from an Employer signatory to this Agreement, has a Collective Bargaining Agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, the parties to this Agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such Unions. Under no circumstances shall there be a slowdown or stoppage of work due to jurisdictional disputes. It is understood that slowdowns or work stoppages will be fair reason for dismissal.

ARTICLE 4 - HOURS OF WORK

4:1 The maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. or 7:00 a.m. to 3:30 p.m.

A minimum thirty (30) minute lunch period shall be allowed to all employees unless a longer lunch period is mutually agreed to between the Employer and the Employee.

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The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. Time worked by an employee in excess or outside of the scheduled hours of work shall be considered as overtime.

All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time.

3/ 4:2 Excluding Industrial Work as described in the Greater Winnipeg and Major Building Construction Wage Schedule, if after the regular eight (8) hour working day, overtime is required, the first two (2) hours of such overtime shall be paid at the rate of one and one-half (1 1/2x) times the applicable rate Monday to Friday and double (2x) the applicable rate for all additional overtime hours worked thereafter.

All overtime performed on Industrial Work as described in the Greater Winnipeg and Major Building Construction Wage Schedule shall be paid at double (2x) the applicable rate.

If an employee continues to work before an eight (8) hour break occurs, he will be paid at double (2x) time rates until such time as an eight (8) hour break occurs.

3/ 4:3 If more than two (2) hours of overtime are worked, the Employer shall supply a hot meal at no cost to the employee after the two hours have been worked, and ~~the~~ same provided every four (4) hours thereafter without any loss of time. If two (2) or more hours of overtime are to be worked, a coffee break of ten (10) minutes without **loss** of time shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks.

4:4 Two (2) coffee breaks shall be provided to the employee during the normal eight (8) hour working day provided the break does not exceed ten minutes each.

Employees must not leave their assigned work area, and if found taking longer than ten minutes for any coffee break, they will be warned by the job foreman.

4:5 Shift Work

4:5.1 Where work is to be performed on a pre-planned basis the shifts will be designated and paid on the following basis:

15/ (A) First Shift, Day Shift - eight (8) hours work for eight (8) hours pay.

0/ (B) Second Shift, Afternoon Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus ten (10%) percent premium.

(C) Third Shift, Graveyard Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus ten (10%) percent premium.

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4:5.2 Shifts must be of at least two (2) consecutive nights duration.

4:5.1 All second and third shifts performed between 12:00 midnight Friday and regular starting time of 8:00 a.m. on Monday, shall be paid at two (2) times the regular rate. In addition a premium of one (1) hour at the regular straight time rate shall be paid, for all second and third shifts worked.

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ARTICLE 5 - HOLIDAYS AND HOLIDAY PAY

5:1 All work performed on Saturday or Sunday and the following statutory holidays, shall be paid for at double the straight time rate. New Year's Day, Good Friday, Easter Monday, Day declared for celebration of the Queen's Birthday, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day proclaimed a holiday by the Federal, Municipal, or Provincial Government or the City of Winnipeg.

5:2 When any of the Holidays stated in 5:1 fall on a Saturday of Sunday, they will be observed on the following working day which is not a paid holiday.

5:3 Pay for Vacation with pay shall be six (6%) percent of the total gross earnings.

5:4 In lieu of statutory and government proclaimed holidays, the Employer shall pay four (4%) percent of total gross earnings.

5:5 Each employee shall be entitled to three (3) weeks annual vacation.

5:5.1 An employee employed on northern projects will be entitled to three (3) weeks vacation after he has completed two (2) approved tours of duty.

ARTICLE 6 - PIPING INDUSTRY TRUST FUNDS

6:1 It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Piping Industry Trust Funds as outlined in this Article, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collection of monies. All monies payable to the Trust Funds to be remitted to the Local 254 Piping Industry Trust Funds.

6:2 Unless otherwise specifically set forth in the applicable Trust Agreement the Piping Industry Trust Funds shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect

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a chairman, the chairman shall be appointed by the Chief Justice of Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:3 It is agreed that timely contributions to the Trust Funds provided in this Agreement are essential for the protection of the beneficiaries. A duly appointed representative of the Joint Conference Board shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Trust Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable in addition to the contributions for the cost of such inspection and audit. It is also agreed that if after a delinquency of thirty days the Employer has failed to remit these contributions to the Trust Funds he will be given notice in writing that these contributions must be paid within seven days. If the Employer fails to make the contributions within the stated seven days, it shall not be a violation of this Agreement for the Union to withdraw the services of its members from such employer.

6:4 Where the trustees for the various funds appoint an administrator to administer the affairs of any trust; the trustees shall prescribe the duties to be performed and the appropriate Trust Fund shall absorb the cost of applicable fees and costs. The administrator shall not have voting rights in respect of the affairs of any Trust.

6:5 Training Fund

6:5.1 The employee and the Employer shall contribute to the Training Fund for all hours earned as set out below.

6:5.2 June 12, 1995

The Employer agrees to deduct and contribute for each employee on the following basis:

- Seven cents (.07) per hour - Employee
- Seven cents (.07) per hour - Employer

6:6 Industrial Promotion

The objective of Industrial Promotion is to support and promote the advancement of the plumbing, heating, pipefitting and mechanical industry.

The employer agrees to contribute the sum of 35 cents per hour for all hours earned by all employees performing any of the work as described in Article 3 of this Agreement, all contributions will be remitted as per 6.1 of the Article.

6:7 Health and Welfare Fund

6:7.1 In addition to the hourly rate, the Employer and Employees shall contribute to the Local 254 Health and Welfare Fund for all hours earned by the employees performing any of the work as described in Article 3 of this Agreement as follows:

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- (i) June 12, 1995 @ 27¢ per hour Employer Contribution
June 12, 1995 @ 37¢ per hour Employee Contribution
 - (ii) May 1, 1996 @ 29¢ per hour Employer Contribution
May 1, 1996 @ 37¢ per hour Employee Contribution
 - (iii) May 1, 1997 @ 31¢ per hour Employer Contribution
May 1, 1997 @ 37¢ per hour Employee Contribution

Unless otherwise specifically set forth in the applicable Trust Agreement, the Health and Welfare Plan shall be administered by a Board of Trustees, composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:8 Pension Fund

6:8.1 In addition to the hourly rate, the Employer and Employees shall contribute to the Local Union 254 Pension Fund for all hours earned by all employees performing any of the work as described in Article 3 of this Agreement as follows:

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- (i) June 12, 1995 @ 35¢ per hour Employer Contribution
June 12, 1995 @ \$1.15 per hour Employee Contribution

In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

6:8.2 Unless otherwise specifically set forth in the applicable Trust Agreement the Pension Fund shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of the

Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:9 Payment of All Trust Fund Contributions

6:9.1 Contributions to all Trust Funds will be made on the basis of full or half hours earned. These contributions shall be submitted monthly on forms supplied by the Administrator of the Local 254 Piping Industry Trusts Fund on or before the 10th day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trusts Fund", covering all contributions, to the Administrator of the Local 254 Piping Industry Trusts Fund.

6:9.2 The conditions as previously outlined in Article 6, shall apply to this Agreement. Further to this Agreement, the Union agrees that the Mechanical Contractors Association of Manitoba, Inc. will be notified of any pre-job conference between the Union and an out of province Contractor. At this pre-job conference all the provisions of the above Trust Funds can be clearly explained to the out of province Contractor so that his obligations to all the Piping Industry Trust Funds will be clearly understood.

ARTICLE 7 - TRAVEL TIME, EXPENSES, MEALS, ETC.

7:1 Travel Time

7:1.1 Employees who are required to work outside the boundaries of the Winnipeg Perimeter Highway or the limits of any other city or town in the province of Manitoba and returning daily shall be on the jobsite at the regular starting time and work a full shift. The Union agrees that any employee who does not show up at starting time will have deducted from his pay the amount of time he is late, to the half hour. For example, if any employee is fifteen minutes late, a half hour will be deducted from his pay. The employee will not start work until the half hour or full hour is up.

7:2 If not covered by 7:8.1, each employee going to work **beyond thirty-two** (32) kilometers of the Winnipeg Perimeter Highway shall receive travel time daily **from and to the thirty-two** (32) kilometer **free zone** on the following basis:

June 12, 1995 - Thirty (300) cents per kilometer
May 1, 1996 - and yearly thereafter the above to be adjusted by increase in Stat. Canada, **Manitoba**, private transportation costs March to March.

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7:3 Each employee shall receive **vehicle expenses** per kilometer travelled daily from and to the **thirty-two (32) kilometer free zone** on the following basis:

- June 12, 1995 - **Thirty-two point five (32.50) cents** per kilometer
- May 1, 1996 - and yearly thereafter, the mileage rate shall be adjusted by the percentage change in the Statistics Canada Index for **Manitoba** Private Transportation costs, March to March.

7:4 **All distances** to be measured by auto **odometer** following the **shortest possible** route over which an auto could be reasonably expected to travel. **All distances** should be doubled, thus allowing for a complete round trip. Distance shall be measured to the nearest whole kilometer; e.g. distance from the Perimeter **2.5 kilometers**, total distance would be five kilometers. If the employee must leave the job during the regular working day due to illness or injury or other legitimate reason, he shall be paid the full day's travel expense.

7:5 The Employer may provide suitable transportation to and from the job site in lieu of automobile expense. On Industrial Projects, the transportation shall be as mutually agreed at the pre-job conference.

7:6 Initial Travel To The Job For Out Of Town Work

7:6.1 Travelling time shall be paid in accordance with Article 7:2 computed from outside **thirty-two (32) kilometers** of the Winnipeg Perimeter Highway to the actual job site. Initial travel and expenses shall be paid on the first pay day.

7:6.2 **Vehicle** expenses shall be paid in accordance with Article 7:3 travelled from **thirty-two (32) kilometers beyond the Winnipeg** Perimeter Highway to the actual job site.

7:6.3 On projects beyond **225 kilometers** of the **Winnipeg Perimeter Highway**, employees reporting for work shall receive subsistence allowance for the day of travel, provided they report for the regular starting time the next morning. In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, then the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours.

7:6.4 When the transportation supplied by the Employer is by plane, then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.

7:6.5 **Employees** travelling by air and arriving at said destination shall be picked up and taken to proper lodging on arrival and returned

to original pickup point at termination or in lieu of the above, the cost of transportation to the airport will be provided in cash. This provision will be effective on termination, only if the employee has complied with the time limits set out in Article 8 of this Agreement.

7:7 Return Travel For Out Of Town Work

7:7.1 Each employee shall receive travelling time and **vehicle** expenses as outlined in **7:6.1** upon termination, provided they complete the hours scheduled for that day. In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours. When the transportation supplied by the Employer is by plane then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.

7:7.2 On jobs within **225** kms. of the Winnipeg Perimeter Highway, return travel time and **vehicle** expenses will not be paid to any employee who resigns or is discharged for just cause.

7:8 Out Of Town Work ①

7:8.1 On out of town work the Employer shall furnish first class room and board. The employee agrees to accept same when provided by the Employer.

OR:

ZONE A Within One Hundred Four (104) Kilometers

On out of town work located within one hundred four (104) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting allowance and travel time **or** minimum subsistence allowance as follows:

June 12, 1995 - \$40.25 per day worked.

Employees working scheduled overtime of two or more hours in more than two consecutive shifts per week on work between 80 kilometres and 104 kilometres of the Winnipeg Perimeter Highway, will receive subsistence as per **7:8.1 (B)** for the days overtime is worked.

ZONE B Within One Hundred Four (104) Kilometers and Two Hundred Twenty-Five (225) Kilometers

On out of town work located between one hundred four (104) kilometers and **two hundred twenty-five (225) Kilometers** of the

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Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

June 12, 1995 - \$67.25 per day worked.

ZONE C Beyond Two Hundred Twenty-Five (225) Kilometers

On out of town work located beyond two hundred twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the employer shall reimburse the employee a minimum subsistence allowance as follows:

June 12, 1995 - \$67.25 per day, seven (7) days per week.

7:8.2

(A) Effective May 1, 1996, and yearly thereafter, the subsistence allowance described in 7:8.1 Zones A, B and C above shall be increased by the percentage change (to the nearest twenty-five (25¢) cents) in the Statistics Canada Index for the Cost of All Items, Manitoba from March to March.

(B) On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to the local condition.

(C) All subsistence allowance shall be paid weekly and on a separate cheque if necessary. When an employee is laid off or discharged all subsistence allowance shall be paid up to date, including his last day worked, on the day of layoff or discharge.

7:8.3 If a holiday occurs during the week, board and room shall be paid for that day provided the employee works at least eight (8) hours on the working day immediately preceding such holiday and the working day immediately following such holiday. In the event of illness the employee shall be paid up to a maximum of two (2) days board and room during the week upon presentation of a dated medical report. If the employee is required to leave the job early or take a part day off he shall be paid board and room for that day provided permission is granted from the Employer.

7:8.4 Where a project is located within the boundaries of a city or town no travel expense will be paid. If a project is located outside the boundaries of a city or town, each employee shall receive as travelling time one (1) minute per kilometer daily to and from the jobsite commencing at **thirty-two (32 kms.) kilometers beyond** the boundaries of said city or town. Unless suitable transportation is provided by the Employer, each employee shall receive vehicle expenses in accordance with Article 7:3 per kilometer travelled daily **from and to the thirty-two (32 km.) kilometer free zone of the** boundaries of the city or town. The distance will be measured via the shortest practical driving route to the job site office and return.

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7:8.5 On initial hiring travel expense from Winnipeg to jobs out of town shall be paid in accordance with Article 7:6.

7:8.6 Members residing in the area where a project is located will not be eligible for out of town expenses but will receive the daily commuting allowance and travel time as per articles 7:2 and 7:3, or from their residence, whichever is the shorter distance.

7:8.7 A pre-job conference shall be held on all out of town projects, should the Union deem it necessary.

ARTICLE 8 - TERMS OF EMPLOYMENT FOR OUT OF TOWN WORK

8:1 Conditions regarding mode of transportation to and from out of town jobs and remuneration for same will be explained to the employees by the employer prior to the start of a job.

8:2 On all out of town work, 325 kilometers and over, subject to an employee taking his leave, a return fare, travel time and expense shall be paid the employee from the job site to Winnipeg and return to the job on the following basis:

1st trip - 40 Calendar days,
2nd consecutive tour - 40 Calendar days,
3rd consecutive tour - 35 Calendar days and thereafter.

8:3 If the employee leaves the job on his own volition before completing fifty (50%) percent of the appropriate tour, transportation and travel time will not be paid both ways. If after completing fifty (50%) percent of the tour the employee leaves of his own volition the return fare and travel time will not be paid. The employee shall be allowed seven (7) days leave for his turnarounds without being terminated, unless special permission has been granted by the Employer for more time.

8:4 Any employee laid off before completion of tour shall be paid all travel time and expenses per 7:6 and 7:7.

8:5 If circumstances are such that there is to be a Christmas shut down on any Construction Project the Employer shall notify the Union 30 days prior to Christmas and they shall mutually agree to conditions of the shut down.

8:6 If no such notice is given by the time limits stipulated above the Contractor has a Christmas shut down then the accumulated days for the employee's wrap around shall continue through the shut down time.

ARTICLE 9 - TIME CLOCKS

9:1 On large projects where time clocks are to be used, they shall be placed in the job site field office, or as agreed upon at the pre-job conference.

ARTICLE 10 - CAMPS

10:1 When a camp is provided for board and housing, it shall be in accordance with the Manitoba-Winnipeg Building & Construction Trades Council approved camp standards, a copy of which is attached as an addendum to this Agreement. No camp shall be occupied before inspection and sanctioned by the duly authorized Camp Committee. Should the Camp Committee of Local Union 254 on the project find that the camp is deficient in lodging or food with reference to the camp standards of this Agreement, the Union shall refuse to send men to such a camp until the situation has been satisfactorily improved to the satisfaction of the Union. If the above conditions are not rectified within three (3) days, members living in camp shall be entitled to apply for board and room in accordance with Article 7:8 of this Agreement.

10:2 Any man going to a camp with sub-standard conditions, or conditions not approved by the Union, shall do so at his own risk, and any expenses incurred due to his dissatisfaction with the camp, shall be borne by him. For purposes of clarification camp shall mean campsite for industrial work only.

10:3 On all major projects where a camp is to be used there shall be only one person per room.

10:4 Insurance

10:4.1 When an employee is required to reside in a construction camp the cost of insurance against loss of his personal effects by fire, to a maximum of Two Thousand (\$2,000.00) Dollars, will be reimbursed on presentation of a paid premium receipt. To qualify for the insurance coverage an employee must submit a list of his personal effects on becoming a resident of the camp where such list is requested by the Contractor or the Operator of the camp.

ARTICLE 11 - UNION SECURITY

11:1 The Employer agrees to apply to the Union having proper jurisdiction over the work involved when workmen are required. The Employer reserves the right to name hire employees when available. If the Union cannot supply men the Employer may employ other men who are willing and eligible to become members of the Union within 30 days. The Union agrees to work only for Contractors who are recognized Contractors in the Plumbing and Pipefitting Industry and who are regular contributors into the Piping Industry Trust Funds. Local Union members when they have secured a job, either through the Local Union Office or their own solicitation, shall be issued with a work referral slip suitable to the Employer by the Union. Employers may only hire those members who tender a work referral slip before commencing employment.

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11:2 Employers shall retain the right to reject any applicant referred by the Union for cause. The reasons for rejection shall be given in writing from the contractor if requested by the Business Manager of the Union. The Employer shall have the right to determine the competency and qualifications of such an applicant. The qualifications of such applicants must be clearly shown on the work referral slip.

11:3 All employees hired after the signing of this Agreement shall as a condition of employment apply to become members of the Union within thirty (30) days and maintain membership in good standing with Local Union **254**. If the Union will not accept a qualified man as a member, the Employer will not be required to discharge him.

11:4 Men who are willing and eligible to become members of the Union within thirty (30) days shall report to the Union and procure a work referral slip suitable to the Employer before commencing employment. These men will be required to pay dues in accordance with the rates set by the Union.

11:5 When travel card members or potential members are employed and members in good standing of Local **254** become available, travel card or potential members shall be replaced by qualified members of Local **254** as soon as it is practical to do so and provided same can be done without additional expense to the Employer.

11:6 Should it be necessary to reduce the working force on the job or in the shop, the Employer shall lay off or terminate their employees in the following sequence:

- First - the potential members
- Second - the travel card members
- Last - the members of Local No. **254**.

11:7 Personnel exclusively in charge of piping will be a member of Local Union **254** in accordance with trade practice.

11:8 In the hiring of Apprentices, the Employer shall only hire those Apprentices who are duly indentured to the Piping Industry Training Committee.

11:9 **The** Employer and the Union agree that there will be no discrimination against any employee for reasons of age, race, colour, creed or sex.

11:10 Upon written application from the Union Office the Employer will grant leave without pay to any Union member to carry out their duties on behalf of the Union.

11:11 To enable Union members and Employers to secure work, the Business Manager **and/or the representatives along with the Executive Board**, may modify such terms and/or conditions in this Agreement as is necessary to enable the parties to secure work, which by its nature or

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location, or for special reasons may not be obtainable to the parties hereto.

If for certain reasons the Business Manager, needs time to review such necessary amendments, he will have twenty-four (24) hours to do so. Any special amendment granted will apply equally to all parties signatory to this Agreement.

ARTICLE 12 - SAFETY

12:1 The Union, the Employer and the employees mutually desire to maintain high standards of safety. To that end, the Parties to this Agreement agree to observe all safety regulations as laid down by the Workplace Safety and Health Act. The parties agree that each employee has a responsibility to work with due regard for the safety of himself and others.

12:2 All power machinery, tools, appliances, power cutting and threading machines used in connection with work coming under the jurisdiction of the Union either on the job or in the field shop shall be operated by members of the Union.

12:3 When men are required to work in hazardous or special dirty areas (i.e. Asbestos, Fiberglass), the Employer shall furnish proper protective equipment including coveralls. Failure to comply, the employee must be reimbursed ~~for~~ **loss** or damage to his footwear or clothing.

12:4 Local **254** reserves the right to insist on sanitary facilities as specified in the Public Health Act.

12:5 When employees are required to do grinding, welding or other work requiring protective devices, all such protective gear will be supplied by the Employer.

Where the necessary protection devices are supplied for carrying out the work referred to above, but not utilized by the members performing the work, the employee shall first receive a written warning and if not adhered to, he shall be subject to dismissal.

12:6 Employees required to work in wet locations (crawl spaces, etc.) or work outdoors in inclement weather, shall be issued with sanitized rubber boots and rain gear by the Employer.

12:7 All hard hats, sweat bands, winter liners, safety equipment, safety clothing, rainwear, along with any other protective clothing, devices, etc. prescribed by the Workforce Safety and Health Act, which are issued to the employee will be returned to the Employer at the conclusion of the job for which it was issued. The Employer accepts responsibility for normal wear and tear on receipt of the worn out articles. Any employee losing or abusing equipment, clothing, safety

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tools, or devices issued to him may have the cost of these articles deducted from his pay.

12:8 Welder's jackets shall be made available for temporary issue to welders when engaged on work requiring additional protection such as, but not limited to, arc air gouging and overhead welding etc.

12:9 Welder's helmets, goggles, protective leather sleeves, and welding gloves or mitts but not welder's leather jacket and pants shall be included in the term safety equipment and safety clothing.

12:10 Should an employee residing in a camp, as a result of injury incurred in the performance of his work in the shop or on the job, require first aid treatment, he shall be paid for time off work, for his treatment; provided that, if subsequent treatments are required, the Employer shall be allowed to arrange appointments with the doctor **so** that a minimum of time shall be taken away from work. Transportation shall be made available to employees when treatment is required. In no case shall this mean he will be required to drive his own or any other vehicle. All expenses shall be paid by the Employer e.g., transportation expenses.

12:11 Should an employee be injured to the extent that he becomes a Compensation Act case, then he shall be paid to the end of the shift for that day.

12:12 Any injury must be reported on the day of the injury by the injured employee or someone on his behalf.

12:13 All Employers shall provide first aid kits on the job sites in conformity with the Worker's Compensation Act and/or Workplace Safety & Health Act of Manitoba.

12:14 The Employer and the Union hereby declare their intent to conduct a safe and healthy operation. Working practices and conditions shall be governed by the laws and regulations of the Province of Manitoba insofar as they apply and safety practices established on projects, also the safety practices of this Agreement. In the case of new or experimental tools, machinery and materials, the Employer will furnish instructions in proper and safe procedures for use thereof.

12:15 On major projects the Employer with the cooperation of job stewards shall hold bi-weekly safety meetings with his employees at practical points throughout the operation and said meeting shall be held during normal working hours.

At the Safety Meetings a review of all accidents occurring subsequent to the previous meeting should be made and all present should be requested to state any unsafe conditions.

Recorded copies of minutes of the Safety Meeting will be provided to the Local Union by the Employer.

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ARTICLE 13 - REPORTING TIME

13:1 When a man is hired by a qualified representative of the Employer and takes his tools on the job for the first time after being hired and is then refused work, for reasons other than inclement weather, or the result thereof or other emergency beyond the control of the Employer, he shall receive not less than four (4) hours pay at the regular rate.

13:2 When an employee employed by a Contractor arrives at his regular place of work, without due notification by the foreman or Employer not to do so, and is not placed in employment by the foreman or Employer, for reasons other than inclement weather, the result thereof and/or matters beyond the control of the Contractor, he shall be reimbursed a minimum of two (2) hours pay provided he remains on the job site for 2 hours.

13:3 When an employee is asked to remain at the job site for more than two (2) hours and under four (4) hours, then he shall be paid a minimum of four (4) hours pay.

These hours shall be considered as time worked, for the purpose of computing overtime. Should for some reason the employee be sent home, or back to camp and then recalled by the Employer to report to work, the employee shall be paid a minimum of four (4) hours pay. These hours shall also be considered as time worked, for the purpose of computing overtime.

13:4 When the conditions set forth in this clause occur on an overtime day, or on shift work, the applicable premium rate shall be paid.

13:5 On those jobs where commuting allowance is normally paid the employee reporting under this clause shall receive his normal travel allowance for that day.

13:6 Employees called from their residence to work outside their regular shift, on industrial work, shall be paid for such work at double time, but in no case shall an employee be paid less than two (2) hours at double time with the exception of residential and commercial calls which shall be not less than one (1) hour at double time.

ARTICLE 14 - WELDING

14:1 All Journeymen Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.

14:2 If the Employer requires any additional examining or testing, or if an existing employee is requested by the Employer to

retest for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Employer.

14:3 Should an employee's certificate expire while he is in the employ of an Employer party to this Agreement, the cost of the required annual retest and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer forty-five (45) days prior. If the employee quits within forty-five (45) days he will be required to repay the total cost.

14:4 When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of testing time paid by the Employer will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Employer.

14:5 New hire welders who perform special tests, shall be paid a minimum of four (4) hours pay up to a maximum of eight (8) hours for each successful test.

ARTICLE 15 - MATERIAL HANDLING AND FABRICATION

15:1 Piping two (2) inches in diameter and under shall be fabricated on the job site. Piping over two (2) inches in diameter at the option of the Employer may be fabricated on the job site or in a shop. Unless a part of a dimensioned welded pipe formation, the butt welding of all mill run lengths, regardless of size shall be done on the job site.

15:2 All piping for comfort heating and air conditioning will be fabricated at the job site. This includes Boiler Plants used only for generating steam for Comfort Heating Systems.

15:3 Piping requiring heat or other special treatment or the use of special tools and equipment may be fabricated on the job site or in the shop.

15:4 All bends over two (2) inches in diameter may be fabricated on the job site or in a shop.

15:5 Where the word "shop" is used in this section, it shall be defined as a Pipe Fabricating Shop under agreement with the United Association or one of the Local Unions.

15:6 Shops that are located in Manitoba and signatory to an agreement with Local Union 254 will not be restricted as to whether or not this work is done on the job site or in their shop.

15:7 The Union reserves the right to refuse to handle, erect, or install fabricated piping that has not been fabricated by journeymen members of the United Association.

ARTICLE 16 - GENERAL WORKING CONDITIONS

16:1 The Employer shall provide a proper heated and equipped lunch room for employees to eat their lunch and/or to have coffee. There shall be sufficient additional area for employees to change and dry clothing. The lunch room shall be kept clean and shall not be used as a place to store tools, material and/or equipment.

16:2 On projects which are too small or of too short duration to make provision of a shelter as noted above practical, the Employer shall provide a gang box, weatherproof and securely locked for storage of tools and equipment.

16:3 Sanitary

16:3 The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of men employed as laid down in the Municipal, Provincial and Federal Government regulations.

16:4 Flush toilets will be supplied wherever the length of the job, the number of men employed and the availability of sewer and water connections make it practical to do so.

16:5 Where portable running water is not available drinking water will be supplied in sanitary insulated containers complete with paper cups (unless supplied by others).

16:6 Chemical hand cleaner will be provided by the Employer where wash up facilities are not available on the job site.

16:7 In the event that proper toilet facilities, as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

16:8 Employers shall allow employees sufficient time to put away tools before quitting time.

16:9 No member of the Union shall be allowed to drive a vehicle of any description for the purpose of transporting tools or materials unless said vehicle is furnished by the Employer.

16:10 No member of Local Union 254 will be allowed to contract, sub-contract, do piece work or trade work. The employees shall not engage in their trade after or before the working day, Saturday, Sunday or Statutory Holidays for any Employer, other than his regular Employer. The Employer shall notify the Local Union in writing with evidence of any employee doing so. The Union shall discipline its members for violation of its laws, rules and agreements.

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16:11 Foreman: He shall be a Journeyman and member of Local Union **254**. The first Foreman will be responsible for up to a maximum of fifteen (15) journeymen, subsequent Foremen will be responsible for up to a maximum of thirteen (13) journeymen.

16:12 General Foreman: On industrial jobs requiring three (3) foremen, the Employer shall appoint a General Foreman. The General Foreman shall be a journeyman member of Local Union **254** and will not be required to work with the tools.

16:13 One pair of coveralls will be supplied to all employees who are requested to work in an area which is mutually agreed by the Employer and Employee(s) to be extremely dirty. This pair of coveralls will be returned to the Employer upon the completion of the work to be performed in the dirty area. The employee will make every reasonable effort to return the coveralls in good clean condition.

(i.e.: Renovation or Demolition to Packing House and/or Refineries.)

16:14 When the Employer elects to establish a separate tool crib or warehouse facility for this trade, he will give consideration to the employment of older or handicapped members to staff same provided that such members are available, willing and qualified to perform such work in accordance with the standards required.

ARTICLE 17 - TOOLS

17:1 The mechanic's tools are his livelihood and should be kept in good condition by the mechanic at all times.

17:2 The employee must accept reasonable responsibility for the tools supplied by his Employer and must report the loss of same immediately to his superior.

17:3 An employee found misusing company tools shall be held responsible.

17:4 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

17:5 Plumbers and apprentices will supply all necessary tools of their trade up to and including a 10 inch wrench. Steamfitters and pipefitters and their apprentices will supply a 10 foot tape, torpedo level and pliers.

17:6 The Local Union will not allow any of their members to use his own welding rig when in the employ of a Contractor signatory to this Agreement.

ARTICLE 18 - WAGES**18:1 Wage Rates**

	<u>June 12, 1995</u>	<u>May 1, 1996</u>	<u>May 1, 1997</u>
Journeyman	\$26.20	\$26.40	\$26.80
Apprentice:			
1st year	10.84	10.92	11.08
2nd year	13.40	13.50	13.70
3rd year	15.96	16.08	16.32
4th year	18.52	18.66	18.94
5th year	21.08	21.24	21.56

It is expressly understood that apprentices indentured before March 1, 1990 will not have their wage rates reduced as a result of this change.

18:2 Apprentices shall take the prescribed courses of the Piping Industry Training Committee of Manitoba. If an apprentice fails to successfully complete each course, he shall not qualify for advancement and shall remain at the same rate of pay until he has successfully completed that course.

18:3 Wages shall be paid weekly, or every two weeks by cash or cheque, including all vacation and Statutory Holiday Pay on Thursday, except if a Statutory Holiday falls on Friday, payday will be on Wednesday.

18:4 Vacation Pay allowance will be paid to employees weekly or bi-weekly on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Vacations With Pay Act. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Vacations With Pay Act whether or not the employee takes a vacation during the calendar year.

18:5 Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.

18:6 If an employee is laid off or discharged, the Employer will mail to him by registered mail or courier within three (3) working days of such layoff or discharge, all wages due to him. If such payment is not mailed within three (3) working days, a \$25.00 per day penalty will be assessed for each day that it is not mailed.

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18:7 Notwithstanding 18:6 above, when an employee is working for a contractor not based in Manitoba and is working on an out of town project and is laid off, he shall receive all monies owing to him at that time."

18:8 The Employer agrees to provide each pay period, a complete statement to each employee showing separate totals for the following:

Straight time hours paid
Overtime hours paid
Holiday pay
Union **Deductions**
and all fund contributions and amounts deducted.

18:9 On industrial work the minimum rate of wages for General Foremen when responsible for sixty (60) or more Journeymen shall be twenty-five (25%) above the Journeyman's rate. General Foremen responsible for less than sixty (60) Journeymen shall receive fifteen (15%) percent above the Journeyman's rate. The minimum rate for Foremen shall be ten (10%) percent above the Journeyman's rate.

18:10 On commercial work the minimum rate of wages for Foremen shall be five (5%) percent above the journeyman's rate.

18:11 If the employee has not worked long enough to receive any monies on the regular pay day he shall be entitled to a pay advance equal to seventy-five (75%) percent of the salary earned.

ARTICLE 19 - UNION REPRESENTATION - JOB STEWARD

19:1 A Job Steward may be appointed or elected on any job where Union men are working. He shall be under the direction of the Business Manager at all times. Local 254 shall notify the Employer and/or his job superintendent by letter, of the name of the Job Steward and he shall put in a regular day's work. He shall be permitted to perform during working hours, such of his duties for the Union that cannot be performed at other times, including those duties assigned to him by the Business Manager or Agent. The Union agrees that such duties will be performed as expeditiously as possible, and the Employer agrees to allow the Steward reasonable time for such duties. There shall be no Union activity on the Employer's time or on the Employer's premises except that which is necessary in the processing of grievances and the administration and enforcement of this Agreement. This shall apply to Job Stewards and Business Agents alike.

19:2 Qualifications

19:2.1 Must be a journeyman in good standing for one year with Local 254.

19:2.2 Must be a journeyman of a certified trade of Local Union 254.

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19:2.3 The Local Union will endeavour to appoint or elect Job Stewards who are informed in:

1. Labour Laws
2. Union Management Agreements
3. Safety standards set by the Worker's Compensation Board.
4. Occupational Health and Safety Laws including W.H.M.I.S.

19:3 Duties

19:3.1 To properly execute his dual duties as tradesman and Job Steward.

19:3.2 To investigate complaints brought to him by Local Union 254 members on the job.

19:3.3 To report any apparent violation of an Article of the Agreement or of Labour Legislation to the Management - appointed Project Supervisor and to the Local **254** Business Manager.

19:3.4 To instruct Local Union 254 members on the job of the proper procedures by which the problem will be solved within the terms of the Agreement and the Labour Legislation.

19:3.5 The Steward shall be allowed to keep a record of the workers hired, laid off or discharged.

19:3.6 All new employees reporting to the job shall be introduced to the Job Steward.

No discrimination shall be shown any steward by an Employer, due to the performance of his duties as such.

19:4 The Job Steward will have seniority on the job until the number of men are reduced to eight (**8**) men.

19:5 The Employer shall notify the Local Union Manager before a Job Steward is discharged or laid off.

19:6 The Business Representative of the Union, after receiving permission from Management shall have access to all places where Union men are working provided that:

1. He reports to a representative of the Contractor, on the job;
2. He conforms to all safety regulations on the job;
3. He does not interfere with progress of the work;
4. He is fully insured against all personal accident and personal injury and it is expressly understood that no claims will be levied against the Contractor for any personal loss or injuries suffered by a U.A. Business Representative while visiting on any of the Contractors projects or premises.

ARTICLE 20 - MANAGEMENT RIGHTS

20:1 Local 254 acknowledges that each of the Contractors has the exclusive right and power to manage his business, direct the working forces, and to hire, promote, demote, or lay off in accordance with the terms of this Agreement, and to suspend, discharge or otherwise discipline employees for just cause.

ARTICLE 21 - JOINT CONFERENCE BOARD

21:1 The Employer and the Union agrees to the formation of a Joint Conference Board, consisting of five (5) Employer nominees, and five (5) members of the Union (one of whom may be the Business Manager of the Union) who shall meet at least every two months to review the operations of this Agreement.

21:2 A quorum for all meetings of this Board shall consist of three (3) nominees of each party. Decisions of the board shall be made by a majority of the votes cast. Equal voting rights will be maintained at all times.

21:3 The Board shall be concerned with reviewing the operations of this Agreement, labour supply and general technical and economic conditions of the plumbing, pipefitting and air conditioning industry and may make recommendations to the parties for the benefit of the industry and the general public, and may establish regulations governing the conduct of the Employers or the members of the Union.

21:4 The Joint Conference Board shall meet at the request of either the Employer or the Union, giving twenty-four hours notice in writing to the other party (this time limit may be extended by mutual consent of both parties) to deal with any grievances or disputes concerning the Employer and the Union or any aggrieved employee, which cannot be settled satisfactorily between the Employer or the Union or the employee, and the Board shall endeavour to settle the difference between the parties.

ARTICLE 22 - GRIEVANCE PROCEDURE**22:1 Employee and Employer Grievances**

22:1.1 Should any differences arise between any Employer and any of its employees as to the interpretation, application, administration, or alleged violation of this Agreement, the parties hereto will attempt to settle such differences without any undue delay in the following manner.

It is agreed that any employee may have his Shop Steward or other Union Official present at any stage of the grievance procedure, at his discretion.

22.2 Step 1

22:2.1 Any employee may submit his grievance either orally or in writing to his job foreman provided only that this is done within ten (10) working days from the time the misunderstanding or complaint occurred. If a satisfactory reply is not received within two (2) working days or if there is no job foreman on the job site the employee may then take his grievance to Step 2.

22:2.2 For the purpose of determining the time limit on grievances concerning hours of work, overtime, wages and other monetary allowances the commencement of the limiting time shall begin with the receipt by the employee of the wage data set forth in Article 18:9 of this Agreement.

22:3 Step 2

22:3.1 If the matter is not satisfactorily settled the complaint shall be stated in writing and the employee or a Union Official acting on behalf of the employee, either alone or in the presence of the employee, shall discuss it with his Employer within fifteen (15) working days from the time the misunderstanding or complaint occurred. Preparation of the grievance will be made off the job.

22:3.2 If a satisfactory reply is not received within 48 hours or within such longer time as may be agreed by the parties as reasonable in view of the circumstances of the case, the employee may take his grievance to Step 3.

22:3.3 The Construction Labour Relations Association of Manitoba will receive written notification of all contract observance disputes involving its members that are not settled summarily on the job site in Step 1 of the Grievance Procedure. Copies of all Step 2 grievances against Employers shall be delivered to the Construction Labour Relations Association of Manitoba at the same time the grievance is delivered to the Employer involved.

22.4 Step 3

22:4.1 If a decision satisfactory to the party initiating the grievance is not given within the time limits set forth in Step 2 the grievance shall be submitted within five (5) working days to the Joint Conference Board. The grievance shall be stated in writing together with a summary of the facts and a statement of the remedy sought. A copy shall be mailed or delivered to each member of the Joint Conference Board. If a Joint Conference Board fails within seven (7) days following receipt of the grievance, to satisfactorily settle the grievance, either party shall be at liberty to refer the grievance to arbitration.

22:4.2 The Parties to this Agreement shall have the right to process a group grievance or a grievance against the other party by

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submitting the grievance in writing to the Joint Conference Board as detailed in Step 3.

22:4.3 Any agreement arrived at between the parties during or subsequent to the above steps shall be binding upon both parties and on the persons concerned.

22:4.4 It is agreed that no grievance shall exist unless it is submitted within the time limits specified. If the grievance is not advanced to the next step it shall be considered to have been settled on the basis of the last reply received.

22:4.5 It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until after exhausting the above grievance procedure.

22:4.6 At no time shall any employee leave the job, refuse to do his duties in a satisfactory manner to his Employer or encourage other employees to do likewise unless a legal strike has been declared. Such employee contravening the above clause shall be immediately discharged, at the discretion of the Employer.

ARTICLE 23 - ARBITRATION PROCEDURE

23:1 Where a difference arises between the parties hereto relating to the **interpretation** or application of this Agreement, including any question as to whether the matter is arbitratable or where an allegation is made that this Agreement has been violated, either of the parties may within five (5) calendar days of exhausting the grievance procedure established in Article 22 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the first party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) calendar days advise the other party of the name of its appointee to the Arbitration Board.

23:2 The two appointees so selected shall within five (5) calendar days of the appointment of the second of them select a third member to the Arbitration Board who shall be the Chairman thereof. If the two appointees are unable to agree upon the third appointee within two weeks, or when the party receiving the notice fails to appoint a member of the Arbitration Board, either party may request the Chief Justice of Court of Queen's Bench or if for any reasons he is unable to act, any Justice of Court of Queen's Bench, to make the appointment or appointments.

23:3 The Arbitration Board shall then hear and determine the difference or allegation and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into, shall comply with the provisions of final settlement contained in the Agreement and shall fulfill all his other obligations under the Agreement.

23:4 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board. The Board of Arbitration shall not have jurisdiction to set provisions of a new Agreement, nor to make any decision inconsistent with the provisions of this Agreement, not by its decisions to change wholly or in part any provision of this Agreement.

23:5 Each of the parties hereto will bear the expense of the Arbitrator appointed by it or for it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board. Proceedings of the Arbitration Board will be expedited by the parties thereto.

ARTICLE 24 - MONTHLY DUES CHECK-OFF

24:1 Each Employer shall, monthly deduct from the wages of each employee, employed within the scope of the Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues including supplementary field dues payable by each member of the Union, and shall remit the amounts so deducted, monthly, to the Union office, and no later than four weeks from the date of the deduction.

24:2 The Union shall advise the Employer from time to time as to the amount of the regular monthly membership dues and the location of the Union Office.

24:3 The Employer shall inform the Union in writing of the time the regular monthly membership dues are remitted to the Union Office, the names of the employees from whose wages deductions have been made under paragraph **24:1** hereof, and the amounts so deducted from each employee's wages.

24:4 The Employers will record and send to the Building Trades Fund a record of hours worked, by employees covered under this Collective Agreement, on the forms provided by the Union for this purpose. The Funds in question will be remitted by the Union to the Trade Fund, as a portion of the Union dues.

ARTICLE 25 - PROCEDURE TO BECOME SIGNERS

25:1 The Union agrees that it will make every endeavour to have its members work only for those Employers signatory to this Agreement; whenever a vacancy occurs in any shop then Local Union **254** must be given the first opportunity to fill same.

25:2 In the event of other Employers who desire to become bound by this Agreement for the employment of members of the Union, such request shall be submitted to the Joint Conference Board for its consideration.

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25:3 The Union agrees that any Employer who is not signatory to this agreement and who desires to employ members of Local Union 254, shall be first required to satisfy a sub-committee designated by the Joint Conference Board that they are in fact a legitimate Contractor engaged in mechanical contracting and can provide proof of financial capability sufficient to guarantee supplies, services and wages compatible with their intended function as a Mechanical Contractor. On furnishing satisfactory proof to the sub-committee of the Joint Conference Board, the accepted Contractor must agree to pay such funds as are required and requested in this Agreement, into all Trust Funds included in this Agreement. Applicants who fail to provide such information, or who in the opinion of the sub-committee are dubious, will be restricted to a waiting period of thirty days during which time a thorough investigation of the applicant's background and past performance will be conducted. The Union further agrees that at no time during the thirty day waiting period will members of Local Union 254 be supplied to a Contractor restricted by this clause.

25:4 Before Union members are dispatched to an Employer who is not signatory to a United Association Agreement and registered in Manitoba for a minimum of two (2) years, such Employer shall be required to sign the current Collective Agreement and deposit a bond in the amount of fifty thousand (\$50,000.00) dollars, or an equivalent amount to be determined by the Union, with the legal counsel of the Union for use in default of payment of wages, vacation pay, or any other contribution provided for in the Collective Agreement. When no longer required, such bond by mutual consent of the Union and the Employer concerned shall be terminated, but where mutual consent cannot be achieved, the matter shall be subject to arbitration.

Where a sub-committee is not designated by the Joint Conference Board to review the status of a non-signatory contractor as provided for in 25:3, the Union shall notify, in writing, the Construction Labour Relations Association of Manitoba that such financial guarantees, and duration thereof referred to above have been secured.

ARTICLE 26 - PRE-JOB CONFERENCE

26:1 Any job requiring a peak of fifteen (15) members or more shall not be started by an out-of-province Contractor until there shall have been a pre-job conference. The contractor shall arrange a meeting place within the jurisdiction of Local Union 254. The Director of the Labour Relations for the Construction Labour Relations Association of Manitoba shall be notified of the time and place of this meeting requesting him to attend. Plans necessary to the settlement of the jurisdiction problems shall be available at such meetings when notice of all special skills, processes and material be made known.

**ARTICLE 27 - MANITOBA APPRENTICESHIP ACT**

27:1 The ratio of apprentices to journeymen shall be in accordance with the Apprenticeship Act.

ARTICLE 28 - SAVINGS CLAUSE

28:1 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 Manitoba.

28:2 Should it later be determined that it would be a violation of any legally effective Dominion or Provincial order or statute to comply with any provision or provisions of this Agreement, the parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial order or statute, and other provisions of this Agreement shall not be affected thereby.

28:3 In the event it is found that any of the Trust Funds as set forth in Article 6 - Piping Industry Trust Funds, is contrary to law, the parties shall meet and mutually agree as to how these hourly amounts are to be used for the benefit of the members of Local 254, U.A. and for the benefit of the members of the Mechanical Contractors Association of Manitoba. If the parties are unable to mutually agree the matter shall be referred to an Arbitrator for determination. Should the parties be unable to agree upon an Arbitrator, the appointment of same shall be made by the Chief Justice for the Court of Queen's Bench.

ARTICLE 29 - TERM OF AGREEMENT

29:1 This Agreement shall be in full force and effect from June 12, 1995 to April 30, 1998, and should either party desire to add to, terminate, or revise this Agreement after the expiry date, then the party must give notice in writing to that effect at least thirty (30) days prior to the expiry date.

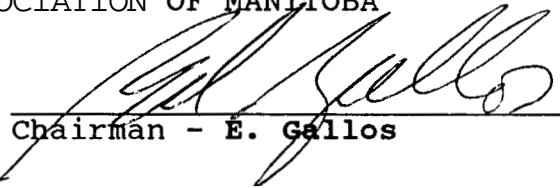
29:2 If no such notice is given as provided for, then this Agreement shall continue in full force and effect from year to year until such notice is given.

29:3 It is understood that all such Agreements are subject to all laws, rules or regulations and orders now in force and applicable hereto in the Province of Manitoba.


SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of the members of the Mechanical Contractors Trade Division at Winnipeg, Manitoba, this 30th day of June, 1995.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF MANITOBA


per


Chairman - E. Gallos

per

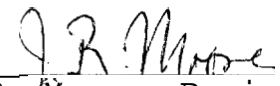

Mechanical Contractors Trade
Division
Chairman - B. Modjeski

per


Director of Labour Relations
K.M. Gajdosik

SIGNED on behalf of Local Union No. 254 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting and Pipefitting Industry of the United States and Canada and its members.

per


J.R. Moore, Business Manager

per


W. Leake, Business Agent

The Members of the Mechanical Contractors Trade Division, Construction Labour Relations Association of Manitoba as of the date of signing of this Agreement are listed below:

- ✓ Abco Supply & Service Ltd.
- ✓ Amaco Plumbing & Heating Co. Ltd.
- ✓ Black & McDonald Limited
- ✓ Brookdale Plumbing & Heating Co. Ltd.
- ✓ Brown & Root Ltd.
- ✓ Community Plumbing & Heating Co. Limited
- ✓ Comstock Canada
- ✓ Daplex Plumbing & Heating (1970) Limited
- ✓ Dominion Bridge Co. Limited
- ✓ Mathias & Nicol, Mechanical Division of Commonwealth Construction
- ✓ Mikkelson-Coward & Company Limited
- ✓ Northwest Electric Ltd.
- ✓ Randall Plumbing & Heating Co. Limited
- ✓ S & M Plumbing & Heating Co. Limited
- ✓ State Contractors Inc.

J.M.

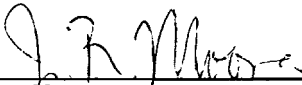
LETTER OF UNDERSTANDING
 BETWEEN
 THE MECHANICAL CONTRACTORS TRADE DIVISION
 OF THE
 CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA
 AND
 LOCAL UNION 254
 OF
 THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
 OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE
 UNITED STATES AND CANADA

On retrofit work where clients existing schedules and/or job specifications conflict with Article 4:1, then if these conditions are verified to the Union the parties agree that the Employer may modify Article 4:1 accordingly. Employee(s) will be notified five (5) working days prior to the commencement of the modified schedule. When any of the Holidays stated in Article 5:1 fall on a scheduled day off, they will be observed on the following working day which is not a paid Holiday.

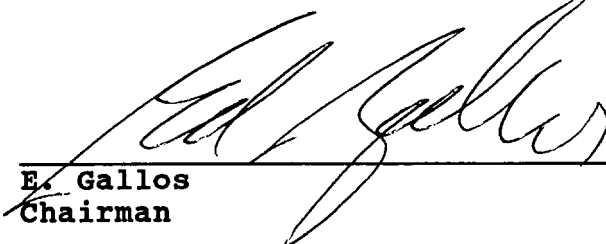
In acceptance of the foregoing, the parties have affixed their signatures this 30th day of June, 1995.

For the Union: U.A. Local 254

For the Employer: C.L.R.A.M.
 Mechanical Contractors Trade
 Division




 J.R. Moore
 Business Manager



 E. Gallos
 Chairman



 W. Leake
 Business Agent



 K.M. Gajdosik
 Director of Labour Relations