

SOURCE	ASSN.		
EFF.	95	05	01
TERM.	96	12	31
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS	230		

COLLECTIVE LABO

between..

**THE MECHANICAL
CONTRACTORS ASSOCIATION
OF N.B. INC.**

and

**THE UNITED ASSOCIATION
OF JOURNEYMEN AND
APPRENTICES
LOCAL 772**



This Agreement shall be in full force from
May 1, 1995 up to and including the
31st day of December, 1996

MAY -2 1997
M 2679 (11)

COLLECTIVE LABOUR AGREEMENT

between

Mechanical Contractors Association of N.B. Inc.
as the first part, representing all employers working in
the counties of York, **Sunbury**, Carleton, Victoria and
Madawaska who are hereinafter called the "Employer",
of the First Part;

and

**Local 772 of
The United Association of Journeymen
and Apprentices**
of the Plumbing and Pipefitting Industry of The United
States and Canada as the parties of the second part
representing as bargaining agent, all persons
employed to perform work on projects of employer
represented by the association and falling within the
jurisdiction of the union hereinafter called the "Union"
of the Second Part;

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ARTICLE 1
PURPOSE AND APPLICATION

1.01 The purpose of this agreement is to maintain harmonious relations and settle conditions of employment between the employer and the union, to **recognize** the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages and to encourage efficiency in operation and to promote the morale, well being and security of all employees.

1.02 This agreement shall apply to all commercial plumbing and pipefitting service work in the jurisdiction of local 772.

ARTICLE 2
DEFINITIONS AND INTERPRETATIONS

2.00 Employee means a journeyman or apprentice, as defined in 2.01, 2.02, 2.03, 2.04.

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

2.02 Journeyman Steamfitter-Pipefitter shall mean a person who has received a certificate of qualification in the steamfitter-pipefitter trades or holds a valid steamfitter-pipefitter license in accordance with the Boiler and Pressure Vessel Act.

2.03 Journeyman Instrument Mechanic shall mean a person who has received a certificate of qualification in the instrumentation field from the Department of Advanced Education and Training.

2.04 Apprentice means a person who is indentured as an apprentice in the plumbing and pipefitting industry or instrument mechanic trade under the Province of New Brunswick Industrial Training and Certification Act.

2.05 Working Foreman means a qualified employee who has the ability to accept responsibility to take charge of the actual installation of any plumbing and/or pipefitting work for other employees and has been appointed working foreman by his employer.

The employer has the right to appoint, promote and demote working foremen as they see fit.

2.06 Non-Working Foreman means a qualified person who, in the opinion of the management, has the ability to accept responsibility, to take charge of the employees engaged in the actual installation of any plumbing and/or steamfitting and/or pipefitting work or in laying out of such work and has been appointed non-working foreman by his employer.

2.07 General Foreman means a qualified employee who has the ability to accept responsibility and to take charge of non-working foremen under his direction. He shall be appointed by the employer.

2.08 Employer means any person (including a partnership or corporation) who does any plumbing or pipefitting work and who is signatory to this agreement but excludes an employee under the terms of this agreement.

2.09 Work means plumbing, steamfitting, gasfitting, industrial pipefitting or hydraulic pipefitting, instrument fitting, all process piping used above and below ground and under water, all heat treating and stress relieving of pipe, all welding, tacking and burning connected with the above, and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and work awarded to the union pursuant to article 16 of this agreement.

2.10 Industrial Plumbing and Pipefitting means all plumbing and pipefitting work required in or performed as part of fabrication, construction and erection of all heavy industrial developments, including and limited to: oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, breweries, L.N.G. plants, nuclear fuel manufacturing plants, and palate plants.

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

2.12 Industrial Maintenance means all plumbing and pipefitting work required in or performed as part of the repair service, and maintenance of industrial developments, other than that of a kind normally required in servicing and maintenance of domestic, institutional and commercial buildings. If the parties to this agreement conclude an industrial maintenance agreement, then this clause shall not apply.

2.13 Grievance means a difference or dispute respecting the meaning or violations of any provisions of this agreement.

2.14 Provincial means the Province of New Brunswick.

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

2.16 Lock-out shall be defined as in the Industrial Relations Act of the Province of New Brunswick.

2.17 In interpreting this agreement, the singular shall include the plural, and the plural shall include the singular.

2.18 In interpreting this agreement, the union shall mean the employee and the employee shall mean the union.

2.19 Service work shall include all maintenance and repair work. It shall not include pneumatic work.

2.20 Residential includes new construction of houses, apartment houses, nursing homes, and senior citizen homes. Residential work shall be paid

for at a rate of eighty percent (80%) of the journeyman wage rate as described in article 10.01B.

2.21 Large commercial projects are those as defined in article 2.11 whose value is \$150,000 or more. Small commercial projects are those as defined in article 2.11 and 2.19 whose value is less than \$150,000 but not including residential construction. Residential projects are those defined in article 2.20.

ARTICLE 3 RECOGNITION

3.01 The employer recognizes the union as the sole bargaining unit for all persons employed as plumbers, plumber apprentices, steamfitters, steamfitter apprentices, pipefitters, pipefitter apprentices, instrument mechanics, instrument mechanic apprentices, pipefitter welders, employed within the jurisdiction of local 772, save and except those above the rank of foreman.

3.02 While this agreement continues to operate, no conditions of work separate and apart from the conditions set out in this agreement will be sought or condoned by local 772 of the United Association or by the New Brunswick Pipe Trades Association and no conditions of work separate and apart from the conditions set out in this agreement will be sought or condoned by any member of the Mechanical Contractors Association of New Brunswick Inc. or employers signatory to this agreement.

3.03 The union and all its members recognize the Mechanical Contractors Association of New Brunswick Inc. as the sole collective bargaining agent for all member contractors and/or any other national contractors or contractors who require the services of union members in the jurisdictional area of local 772.

3.04 Signatory contractors agree to work with this agreement provided union members are not permitted to work for contractors who are not signatory to this agreement except for purposes of certification. The union agrees that no member will be dispatched to work for any contractor who operates as a non-union or double-breasted contractor and, as well, the contractor agrees they shall not operate double breasted or hire non-union employees. No contractor signatory to this agreement shall use their place of business to solicit non-union work which is covered under the scope of this agreement.

ARTICLE 4
APPOINTMENT OF FOREMAN

4.01 The employer has the exclusive right to appoint a foreman at the foreman's hourly rate of wages and when required revert a foreman back to a journeyman's rate. Should any dispute arise on the job over the appointment or demotion of a foreman, the employees must remain on the job and at work until such dispute is settled under the grievance and arbitration procedure.

ARTICLE 5

RESPONSIBILITIES

5.01 Union Responsibilities: The union agrees that there shall be no strike, walk-out, or slow-down on the part of any employee nor shall the union declare, authorize, condone, or participate in a strike, walk-out or slow-down while this agreement continues to operate.

5.02 Employer Responsibilities: The employer agrees that there shall be no lock-out of employees while this agreement continues to operate.

ARTICLE 6

LOCAL LABOUR MANAGEMENT COMMITTEE

6.01 A Local Labour-Management Committee will be formed composed of three (3) representatives designated by the employers association and three (3) representatives designated by the union. A quorum shall be two (2) representatives of each party. The committee shall meet bi-monthly and may make recommendations concerning the adjustment of matters of concern by any of the parties and the establishment of regulations governing the conduct of the parties and of employees covered by the terms of this agreement.

If the Local Labour-Management Committee fails or refuses to act within four (4) days of receipt of a grievance then the aggrieved party may proceed to the Provincial Joint Conference Board.

ARTICLE 7
UNION SECURITY

7.01 The employer agrees to give members of local 772 first preference of employment. U.A. members which may be available within the Province of New Brunswick second preference of employment. Persons willing and eligible to become members of the union shall be given third preference of employment. When first, second and third preference are not available, the employer may hire such qualified persons as may be available. Since the employer has agreed to give preference to the union, the union, therefore, agrees to give preference to the employer. Local union 772 shall receive first preference of employment at any time not later than two (2) full working days. Should members of the Mechanical Contractors Association of N.B. Inc. require workmen, the union agrees to make every effort to provide these men from a non-union shop if necessary.

7.02 The employer agrees that it shall be a condition of employment of all employees subject to the terms of this agreement that, after thirty (30) days continuous employment, they shall pay the regular union dues.

7.03 The employer agrees that all members of the union must maintain their membership in good standing as a condition of employment.

7.04 The employer shall deduct from the pay of each employee who is a member of the union and each employee who is not a member of the union but has been employed for thirty (30) days, the monthly union dues.

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

7.06 Such payments will be accompanied by a list of the names of the employees, social insurance number and local union to which the member belongs, from whom the deductions have been made, and be remitted on the proper forms supplied for this purpose.

ARTICLE 8
HIRING AND TERMINATION

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

The employer, when requiring men, shall be given a complete list by the union of all available men. The employer may select anyone he desires whether his name is on the list or not, subject only to article 7.01 of this agreement.

When the employer has made his selection he shall contact the union office who shall immediately contact the man to ask him to report to work as per the employer's instructions.

Nothing in this agreement shall preclude an employer from contacting United Association members directly for any purpose.

However, for projects which are deemed to be large commercial as per article 2.21, where the employer has employed five (5) union members the remaining shall be hired on the basis of one (1) selected by the union and one (1) selected by the employer until all employees are hired. Notwithstanding, the above hiring procedure nothing shall prohibit the employer from transferring currently employed employees to meet manpower requirements for these projects.

8.02A Termination – Where employment is terminated by the employer, the employee shall be given two (2) hours notice, at the end of which time he shall be paid in full and given his unemployment separation certificate and vacation pay, if any. He shall continue to work and shall be paid for his regularly scheduled hours until these conditions have been met.

8.02B Discharge – Employees discharged for just cause shall be paid in full within two (2) working days. An employee will be considered to have been paid if the pay and separation certificate have been posted by mail or hand delivered within this time period.

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

8.04 Should it be necessary to reduce the working force on a project, the employer shall terminate the employment in the following sequence:

- (1) Employees having no preference of employment.
- (2) Employees having third preference of employment.
- (3) Employees having second preference of employment.
- (4) Employees having first preference of employment.

Provided that the employer should be allowed to retain journeymen on special work assignments, unless the union can supply United Association members having preference of employment as suitable replacements.

8.05 All apprentices shall be employed in accordance with the provisions of the New Brunswick Apprenticeship and Occupational Certification Act and the J.A.T.C.

8.06 When the employer requests an apprentice he will recognize the out of work list to hire apprentices. No new apprentice will be hired until all existing apprentices have been hired from the union hall. The apprentice to journeymen ratio when hiring will be one (1) apprentice for every two (2) journeyman employed, except for projects deemed to be small commercial and residential where the ratio will be one (1) to one (1).

**ARTICLE 9
WORKTIME**

9.01A Regular working days shall be from Monday to Friday inclusive, excluding holidays. Holidays shall mean those days hereinafter specified so to be.

9.01B The regular work day shall consist of eight (8) hours to be worked between the hours of 8:00 A.M. and 4:30 P.M., with a lunch period of one half (1/2) hour. When mutually agreed by the employer and the employee concerned, the regular work day shall be 8:00 A.M. to 5:00 P.M. with a lunch period of one (1) hour.

9.02 When necessary to work two (2) or more shifts within a twenty-four hour period, the men employed on shifts other than those specified in the foregoing clause shall be paid for at the following rates:

The hours of the shifts shall be as follows:

Day Shift 8:00 A.M. to 4:30 P.M.
Lunch Break 12:00 P.M. to 12:30 P.M. (not paid)
Afternoon Shift 4:30 P.M. to 12:30 A.M.
Lunch Break 8:30 P.M. to 9:00 P.M. (not paid)

The member shall work seven and one half (7 1/2) hours during the afternoon shift and shall be paid for nine (9) hours.

Night Shift 12:30 A.M. to 8:00 A.M.
Lunch Break 4:30 A.M. to 5:00 A.M. (not paid)

The member shall work seven (7) hours during the night shift and shall be paid for nine (9) hours.

9.03 The following days shall be classified as holidays:

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

9.04 Holidays shall also include such other days as may be proclaimed by the Provincial or Federal Authority as a statutory holiday. In the event any such day falls on a Saturday or Sunday, the following Monday shall be deemed the holiday.

9.05 Overtime work except for service work shall be paid for at the rate of double the hourly rate. Work on Saturday, Sunday or a holiday, except for service work, shall be paid at double the hourly rate.

9.06 Overtime for service work and new residential construction shall be paid for at the regular rate of pay up to three (3) hours per day after which the overtime rate of one and one-half (1 1/2) the regular rate shall prevail.

9.07 All overtime shall be strictly on a voluntary basis except for service work.

ARTICLE 10

WAGES

10.01A Large commercial projects are those as defined in article 2.11 and article 2.21.

10.01B Small commercial projects and service work are those as defined in article 2.11, article 2.19 and article 2.21.

10.01 C Residential projects are those as defined in article 2.11 and article 2.20.

10.01 A Large Commercial

	WAGE	V.P.	P.F.	H&W	T.F.	I.F.	ER CONT.	PEN. CONT.	ADM. CONT.
1st yr	23.22	1.97	.75	1.26	.16	.16	27.52	.75	2%+.02 P.H.
2nd yr	22.99	1.95	.75	1.51	.16	.16	27.52	.75	2%+.02 P.H.

10.01 B Small Commercial & Service Work

1st yr	17.21	1.46	.75	1.26	.16	.16	21.00	.75	2%+.02 P.H.
2nd yr	17.56	1.49	.75	1.51	.16	.16	21.63	.75	2%+.02 P.H.

1 0.01C New Residential

1st yr	13.77	1.17	.75	1.26	.16	.16	17.27	.75	2%+.02 P.H.
2nd yr	14.05	1.19	.75	1.51	.16	.16	17.82	.75	2%+.02 P.H.

V.P. – Vacation Pay

P.F. – Pension Fund

H & W – Health & Welfare

T.F. -Training Fund

I.F. – Industry Fund

A.F. – Administration Fund

P.H. – Per Hour

10.02 The hourly rate of pay for an apprentice shall conform with the schedule proclaimed under the Apprenticeship and Occupational Certification Act.

10.03 The hourly rate of a foreman shall be a minimum of **\$1.00** above the hourly journeyman rate and the hourly rate of a general foreman shall be **\$2.00** above the hourly journeyman rate.

10.04 Large commercial, small commercial, service work and residential shall be as described in article 10 of this agreement. All benefits, which include health & welfare, pension and training, will be paid for at the regular rate as described in article IO.

Vacation pay will be at the rate as described in article 12.02.

ARTICLE 11

TIME AND METHOD OF PAY

11.01A The employer shall pay each employee by cash or by cheque every week during the regular hours of work. Any shortage in pay will be corrected with the issuance of a cheque the following day.

All deductions shall be clearly shown. If paid by cheque the employer shall pay on Thursday by noon of each week. Employees on shift work shall be paid by cheque on Wednesday.

If paid by cash, day shift employees shall be paid by noon on Friday.

If a holiday should fall on Friday the employee shall be paid by cheque on Wednesday or in cash by noon on Thursday.

11.01B The pay period shall correspond to a consistent pay week being Sunday through Saturday.

11.01C All cheques must be negotiable at par at the bank or banks nearest the job-site or place of work.

11.02 An earnings statement shall accompany each payment of wages giving the name of the employer, the name of the employee, the date of payment and the work period corresponding to the payment. The statement shall show particulars of the number of hours worked at the regular, overtime, premium and other rates such as room, board and travel allowances, the gross amount of wages, the amount of vacation pay, the amount of the employer's and the employee's share of the union pension plan and the amount of the employer's share of the welfare plan.

If payment is made by cheque, the earnings statement may be the cheque stub if the required information is set out on the stub.

A monthly record of the accumulated hours to date, the nature of each deduction or check-off to be issued to the employees.

ARTICLE 12

VACATIONS AND HOLIDAY PAY

12.01 Vacation pay shall be paid weekly.

12.02 The employer agrees to pay eight and one half (8.5%) per cent vacation pay based on the total weekly earnings of the employee during the term of this agreement.

ARTICLE 13

WORK AFTER HOURS

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

Employees who violate this article shall be disciplined by the union under the Constitution of the United Association. It shall also be considered as just cause for dismissal by the employer.

Any member, who being the holder of a master plumber's license, takes out a plumbing permit for the purpose of subcontracting out the installation of the plumbing system, shall make an application for an honourable withdrawal card or be subject to discipline for violating this collective agreement under the United Association Constitution and this shall also be considered for just cause for dismissal.

ARTICLE 14

JOB CONDITIONS

14.01 Adequate and heated quarters on jobs requiring these facilities in which employees may change clothes and eat lunch shall be provided.

14.02 The employer shall provide adequate and sanitary toilet facilities on all jobs when this responsibility has not been covered by the general conditions of the contract which normally states this to be the responsibility of the general contractor.

In this case the employer will make all reasonable efforts to see to it that the general contractor accepts this responsibility as per the Occupational Health and Safety Act of New Brunswick.

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

14.04 When tools and/or clothing of the employee left on the job-site in premises controlled or provided by the employer are destroyed or damaged as a result of the negligence by the employer, the same shall be replaced or repaired by the employer.

14.05 The employer shall provide welding mitts and welding jackets to welders at no charge to the employees. Old mitts must be returned to the employer for replacement.

14.06 Where conditions on a job make it mandatory to wear gloves, hard hats and liners they shall be supplied by the employer.

14.07 All items drawn by an employee out of the employer's stores, e.g. tools, hard hats, rain gear, welding mitts, welding shields, welding goggles, welding sleeves, jackets, capes, bibs, etc., shall be returned to the employer in the same condition as on issue, reasonable wear and tear excepted. Non-

compliance with this article shall be considered to be just cause for discipline by the employer.

14.08 The parties to this agreement agree to adhere to the rules and regulations of the New Brunswick Occupational Health and Safety Act.

14.09 A ten (10) minute rest break shall be allowed within each four (4) hour work period at a time designated by the employer. It is agreed that the union and the employer, or both, shall discipline employees abusing or violating this clause. Every effort will be made to assure as little disruption of work as possible because of this article. If refreshments are taken, then they will be consumed at the place of work and sufficient men shall be designated to deliver same by employer or his representative. Where the possibility of contamination of food exists if there is no eating area separate from a work area, the employer shall provide an eating area for employees separate from that work area.

14.10 An employee required to take a welding test for the employer will do so during the regular working hours while in the employment of the employer.

14.11 Employees, when instructed by their employers to report to work but are unable to work due to inclement weather conditions, or other conditions beyond his control, shall be paid for two (2) hours at the regular rate of pay for reporting in good faith. The employee must remain on the job for the two (2) hours to qualify for the above.

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

14.13 All machines used for cutting, threading and bending pipe, all power tools, jacks, chain falls, etc. shall be operated by journeymen or apprentices notwithstanding section 8.01 of this agreement.

14.14 The use of vehicles of any description will not be permitted for the transportation of materials or equipment, unless the vehicle is supplied by the employer. Trucks used exclusively for the plumbers and pipefitters on a job site will be manned and driven by members of the U.A.

14.15 Except for service work, employees required to work overtime in excess of two (2) hours without having been notified twenty-four (24) hours previously shall receive a hot meal supplied and paid for by the employer. Meals shall be supplied as soon as possible after regular working hours. If overtime is continued, meals and time off for eating will be allowed every four (4) hours. In the event overtime is to continue past midnight and restaurants are closed, making it impossible to provide hot meals, the employer will make provisions for an adequate supply of sandwiches and milk or cold beverage to be consumed at the break as described above.

14.16 Pipe hangers and pipe supports and all other materials classed as catalogue items, such as C-clamps, U-Bolts, etc., may be purchased from any source by the employer. The installation and erection of such items shall be covered by the terms of this agreement.

14.17 When piping tool cribs or piping stock rooms are required on piping projects covered under the terms of this agreement, they must be manned by a United Association member. The employer agrees to give every consideration to older or handicapped employees to fill positions in such piping tool cribs and piping stock rooms.

14.18 All heli-arc and argon welding and stress relieving as required in connection with alloy piping shall be done by United Association members. This is in accordance with the award noted in the green book, joint board award, number 2, September 22, 1948.

14.19 Both parties agree that fabrication is a material and substantial part of this agreement and that all pipe fabrication, pipe hangers and pipe supports which require field dimensions for fabrication shall be fabricated on the job-site or shop.

Where the word "shop" is used, it shall be deemed or defined as a pipe-fabrication shop under an agreement with the U.A. or local union which are part of this agreement provided that such shops are available within a reasonable distance of the job site. When not available, (8) hours work may be contracted to a local shop after which time a U.A. shop or employee, where available, must do the work.

14.20 Three (3) men shall be allowed to work on any job without a foreman. Any number greater than three (3) shall require a foreman. This clause

shall not be interpreted to mean that a contractor will have a foreman for every three (3) men.

A foreman shall not supervise more than nine (9) men.

ARTICLE 15

INDUSTRIAL STANDARDS

15.01 The parties hereto agree to make a joint application to the provincial government for the establishment of wage and hour schedule under the Industrial Standards Act for the Plumbing, Pipefitting, and Mechanical Industry for the Province of New Brunswick.

ARTICLE 16

JURISDICTIONAL DISPUTES

16.01 In the event that any jurisdictional dispute shall arise between two or more unions, immediate assignment of the work in question shall be made by the employer representative based on his opinion of the local area practice. In formulating this opinion, he must take into consideration past decisions of record. If the unions involved are not satisfied with the assignment, the matter shall be referred to the Industrial Relations Board of New Brunswick for a decision. There shall be no slow-down or stoppage of work due to a jurisdictional dispute and work shall continue until a decision is given.

ARTICLE 17

UNION STEWARDS AND UNION OFFICERS

17.01 A shop steward shall be appointed by the business manager or business agent of the local union.

17.02 The first employee on the job shall be acting steward until a job steward is appointed by the business manager or business agent of the local union. He may have the privilege to consult with the foreman about any minor difficulties that might arise. He must be on the job site at all times except when he is transferred to another job site or laid off. The job steward shall not be laid off prior to the manpower requirements being reduced to five (5) employees providing he has the trade qualifications for the work remaining to be performed. When the job steward is transferred or laid off the position of steward will be moved automatically to the person who has been on the job site the longest who shall remain steward until another job steward is appointed by the business manager or business agent of the local union.

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

discriminated upon for carrying out their duties. The business manager shall be notified if the steward is laid off.

17.04 The business manager or business agent of the union shall have access to all work on application to the employer or his representative. Such business manager or agent may discuss with the steward any matters that are in dispute with respect to the particular work. This clause shall not be interpreted as a license to discuss general union business but reasonable opportunity or provisions to discuss union business shall be given the employee on request and on his own time.

17.05 The business manager or business agent must carry accident insurance to cover them in the event of an accident on jobs or projects that they have access to in the course of their duties.

ARTICLE 18

GRIEVANCE AND ARBITRATION

18.01A Where there is a grievance by an employee, the same shall be made in writing to the steward within three (3) days of the occurrence. The steward shall take the grievance up with the immediate superior of the aggrieved employee.

18.01 B The parties agree that recovery of any default in payment by an employer bound by this collective agreement of trust funds, management funds and administration funds may be pursued in a court of law and not through the grievance and arbitration provision of this collective agreement at the option of the Board of Trustees.

Such action may be commenced ten (10) days after default in payment has occurred.

18.01C Any employer which is delinquent in payment of any trust fund or trust funds payment, will be compelled to make payment on a weekly basis for all funds. Any employer refusing to comply with this section will have his employees removed until such time he has complied with this section. Removal of employees will not be deemed to be a breach of this agreement by the union.

18.02 An answer shall be given not later than the commencement of the shift in which the grievance occurred on the day following the presentation of the grievance by the steward.

18.03 If the decision has not been given within the prescribed time or the decision is not acceptable, then the grievance shall be submitted in writing to the superintendent of the employee.

18.04 The superintendent shall render his decision not later than two (2) working days of being presented with the grievance.

18.05 The local union shall be entitled to submit a grievance in writing directly to the superintendent of the employer, or the senior official of the employer on the project, who shall render his decision not later than two (2) working days following the presentation of the grievance to him.

18.06 The employer, or his representative shall be entitled to submit a grievance in writing directly to the local union. The local union shall render their decision not later than two (2) working days following the presentation of the grievance to them.

18.07 Failing settlement of any grievance, it shall be subject to arbitration in accordance with the following clauses:

18.08 The grievance shall be referred to the Local Labour Management Committee which will be required to hear the grievance and give an answer within four (4) working days of receiving the grievance. Should either party not be satisfied with the results of this, then it may proceed to have the grievance heard at the Joint Conference Board. The Joint Conference Board will be required to hear the grievance and shall give an answer within four (4) working days. Should either party not be satisfied with the result of the Joint Conference Board, then it may proceed to arbitration within ten (10) working days of having received the results from the Joint Conference Board.

18.09 There shall be a group of arbitrators within the area of the local union which have agreed to act in this capacity under the terms of this agreement.

18.10 The arbitrators shall be approved by the employers and the local union.

18.11 The party initiating the grievance shall file the grievance with the first named arbitrator, and if this arbitrator is unable to serve or is not available for any reason, the second named arbitrator shall be acquired and shall continue until an arbitrator is found that is able to serve in this capacity.

18.12 The arbitrator shall hold a hearing within three (3) days after the grievance has been submitted to him and shall render his decision to

the parties within seventy-two (72) hours after the completion of the hearing.

18.13 The costs of each arbitration case shall be borne equally by the parties thereto.

ARTICLE 19
OUT OF AREA WORK

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

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

The employer shall pay to each such employee an amount of twenty-eight (\$28.00) dollars per day worked for a distance of over thirty (30) miles from the employee's residence to the job site and an

amount of forty seven (\$47.00) dollars per day worked for a distance of over fifty (50) miles from the employee's residence to the job site.

On projects which are classified as small commercial and residential only employee's who travel over fifty (50) miles from the employee's residence to the job site shall be eligible to receive a travel allowance. Such allowance shall be forty-seven (\$47.00) dollars per day worked.

ARTICLE 20
INDUSTRIAL FUND

20.01 The employer will contribute sixteen (.16) cents for every hour worked by a journeyman or apprentice under the terms of this agreement for work performed in the jurisdiction of local 772.

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

20.02 Contributions to be remitted monthly to the N.B. Pipe Trades Administration Office, P.O. Box 910, Station A, Fredericton, N.B., E3B 5B4 or such other organization as the Board of Directors of Mechanical Contractors Association of N.B. Inc. from time to time shall determine. These contributions shall be remitted prior to the 15th day of the month following that in which the said hours were worked and to be accompanied by a list of employees for whom the contributions were made.

ARTICLE 21
ADMINISTRATION FUND

21.01 All employees will contribute two per cent (2%) of their gross hourly rate including vacation pay earned by a journeyman or apprentice to the administration fund. All employees will contribute two (.02) cents for every hour worked. One (.01) cent to N.B. Pipe Trades and one (.01) cent to the Provincial Building Trades worked by a journeyman or apprentice to the administration fund. These contributions will be deducted by the employer and will be made to the N.B. Pipe Trades Administration Office, P.O. Box 910, Station "A", Fredericton, N.B., E3B 5B4.

Contributions will be remitted in the said amount and in the manner specified in article 22.11 of the collective agreement and in accordance with the trust agreement mentioned hereafter.

ARTICLE 22
TRUST FUND

Training Fund

22.01 The employer will contribute to the Provincial Journeyman and Apprenticeship Training Fund the sum of sixteen (.16) cents for each hour worked by each employee.

Contributions to be remitted in the said amount and in the manner described in article 22.11 of this agreement and in accordance with the trust agreement mentioned hereafter.

22.02 Contributions to be made monthly by cheque prior to the 15th day of the month following that in which the said hours were worked, and to be accompanied by a list of employees for whom the contributions were made.

Health and Welfare

22.03 Effective May 1, 1995 the employer will contribute to the Health and Welfare Trust Fund the sum of one dollar and twenty-six cents (\$1.26) for each hour worked by each employee. Effective January 1, 1996 the employer will contribute to the Health and Welfare Trust Fund the sum of one dollar and fifty-one (\$1.51) cents for each hour worked by each employee.

Contributions will be remitted in the said amount and in the manner specified in article 22.11 of the collective agreement and in accordance with the trust agreement mentioned hereafter.

22.04 Contributions to be made monthly by cheque prior to the 15th day of the month following that in which the said hours were worked, and to be accompanied by a list of the employees for whom the contributions were made.

Pension Plan Fund

22.05 Effective May 1, 1995 the employee will contribute to the Pension Plan Fund the sum of seventy-five (.75) cents for each hour worked. This amount will be in effect up to and including December 31, 1996.

Effective May 1, 1995 the employer will contribute to the Pension Plan the sum of seventy-five (.75) cents for each hour worked by each employee. This

amount will be in effect up to and including December 31, 1996.

Contributions will be remitted in the said amount and in the manner specified in article 22.11 and in accordance with the trust agreement mentioned hereafter.

22.06 Contributions to be made monthly by cheque prior to the 15th day of the month following that in which the said hours were worked, and to be accompanied by a list of employees for whom the contributions were made.

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

Continuation

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

National Contractors

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

22.10 Each of the funds referred to in article 22.01, 22.03 and 22.05 shall be governed by and administered pursuant to separate trust agreements which shall be subject to the approval of the employer and the union.

22.11 Contributions whether by the employer or deducted from the employee for the trust funds are for this specific purpose and will not be appropriated by the employer to any other purpose.

All trust fund contributions are to be remitted monthly by cheque mailed in sufficient time as to be received by the N.B. Pipe Trades Administration Office not later than the 15th day of the month following that in which the said hours were worked for which contributions are made.

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

Contributions are to be made on the proper forms supplied for this purpose with the names of the employees, social insurance numbers, dates and hours worked and the company's name from whom the contributions came.

Contributions received after the 15th day of the month in which contributions were to be received will be declared delinquent and an assessment of three (3%) percent on all outstanding monies will be assessed and on the 16th day of every month following the employer will be assessed an additional three (3%) percent on all outstanding monies.

The N.B. Pipe Trades Administration Office shall also notify the business manager of the union in the

area where the employer is engaged in his business who may also take action by removing the employees from the job-site and such action will not be deemed a violation of this agreement.

Any employer who is delinquent in any trust fund payment will be compelled to Make **payments** on a weekly basis.

The parties to this agreement agree that recovery of any default in payment by any employer bound by this collective agreement of trust funds, management funds, administration funds or union dues may be pursued in a court of law and not through the grievance and arbitration provisions of article **18** of this agreement at the option of the Board of Trustees.

Such action may be commenced ten **(10)** days after a default in payment has occurred.

22.12 The remittance of union dues by the **20th** day of the **month** in which they were deducted and accompanied by a list of employees from whom they were deducted will be Made to:

UA Local 772
P.O. Box 910, Station A
Fredericton, N.B.
E3B 5B4

In accordance with article **22.11**, the remittance of trust funds, industry funds and administration funds by the **15th** day of the month following that in which they were deducted and on the proper forms with the names of employees from whom they were deducted and hours worked will be Made to:

N.B. Pipe Trades Administration Office
P.O. Box 910, Station "A"
Fredericton, N.B.
E3B 5B4

Or such other body as may be designated from time to time. Both lists mentioned in this article will contain the name of the employee, social insurance number and local union to which the member belongs and the local jurisdiction in which the work was performed.

Board of Trustees

22.13 The policies and procedure necessary to operate and maintain the Pension, Health and Welfare and Training Funds will be governed by a board of trustees in accordance with the trust documents in safe keeping.

22.14 The trustees will be appointed by the Provincial Contractors Association of N.B. Inc. and the New Brunswick Pipe Trades Association. They will be representative of the local chapters of the Mechanical Contractors Association of N.B. Inc. affiliated with the provincial body and the United Association Local Unions affiliated with the New Brunswick Pipe Trades Association.

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

ARTICLE 23
DURATION AND TERMINATION

~~23.01~~ This agreement shall be in full force and effect from May 1, 1995 up to and including the 31st day of December, 1996 and shall be **automatically** renewed thereafter for successive periods of twelve **(12) months** unless either party request the negotiation of a new agreement by giving written notice to the other party not less than sixty **(60)** calendar days and not more than ninety **(90)** calendar days prior to the expiration date of this agreement or any renewal thereof.

23.02 Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement or substitution hereof, or until such time as the parties are **authorized** to declare a strike or lock-out under the New Brunswick Industrial Relations Act, provided that this agreement may be further extended from time to time by mutual agreement.

**ARTICLE 24
SAVING CLAUSE**

24.01 Should any article, or part thereof, of this agreement be void by reason of being contrary to law, the remainder of this agreement shall not be affected thereby:

In witness whereof the union and the employers have signed this agreement this 27th day of April 1995 in Fredericton, New Brunswick.

On behalf of the Mechanical Contractors Association of New Brunswick

[Handwritten signatures]

On behalf of Local 772

[Handwritten signatures]