



**CANADIAN  
AUTOMATIC  
SPRINKLER  
ASSOCIATION**

**NATIONAL SPRINKLER FABRICATION AGREEMENT**

**between**

**CANADIAN AUTOMATIC SPRINKLER ASSOCIATION**

**and**

**UNITED ASSOCIATION LOCALS UNIONS 56, 179,  
799, 254, 488, 496, 740 and 853**

**OCTOBER 22, 2001 TO SEPTEMBER 30, 2004**

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## **ARTICLE 1 - IDENTIFICATION OF PARTIES**

This Agreement made this 22<sup>nd</sup> day of October, 2001, by and between the Canadian Automatic Sprinkler Association for and on behalf of the following members' Fabricating Shops and Branch Shops and Plants that these members may establish during the life of this Agreement (hereinafter referred to as the Employer) as listed below:

Alprem Fire Protection Ltd., Winnipeg, MB  
Barley Fire Protection, Dartmouth, NS  
Beers Fire Protection Ltd., Lower Coverdale, NB  
BML Multi Trades Group Ltd., Brantford, ON  
C&H Fire Suppression Systems Inc., Kitchener, ON  
CMS Commercial Mechanical Services Ltd., Scarborough, ON  
Constant Fire Protection Systems Ltd., Calgary, AB  
Don Park Fire, Don Mills, ON  
Edwards, Mississauga, ON  
Fire Stop Enterprises Ltd., Tatamagouche, NS  
Forest City Fire Protection Ltd., London, ON  
General Sprinklers Inc., Weston, ON  
I.F. Wilson Fire Protection Ltd., Brampton, ON  
MacNeill + Roberts Ltd., Pickering, ON  
MGM Mechanical Ltd., Toronto, ON  
M. Harper Fire Protection Ltd., Innisfil, ON  
Ottawa Sprinkler Installations Ltd., Ottawa, ON  
Paul & Douglas Automatic Sprinklers Ltd., Mississauga, ON  
Sheild Sprinkler & Fire Systems, Brampton, ON  
Spira Fire Protection, Guelph, ON  
Troy Sprinkler Ltd., Beamsville, ON  
Tyco Fire & Security - SimplexGrinnell, Mississauga, ON  
Urban Fire Protection, Etobicoke, ON  
Urban Mechanical Contracting, Etobicoke, ON  
Viking Fire Protection, Boisbriand, PQ  
Vipond Fire Protection, Mississauga, ON

and Locals: 56, 179, 254, 488, 496, 740, 799 and 853 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE 2 - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide reasonable wages, hours of work and other conditions of employment for all employees within the scope of this Agreement and involved in the manufacturing, fabrication and distribution of sprinkler and fire protection piping and materials, so as to promote orderly and peaceful relations between management and labour and to achieve uninterrupted operations and the highest level of employee's performance. The Company and the Union encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in the Labour Agreement--that it depends primarily on the attitude between people in their respective organizations and at all levels of responsibility. They recognize that proper attitude must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union.

### **ARTICLE 3 - RECOGNITION**

The Employer does hereby recognize the Union as the exclusive bargaining agent of the employees of the bargaining unit defined herein.

The Union shall represent employees at the locations listed in Article 1 and any new Shop locations of said employer who are engaged in fabrication of sprinkler systems and fire protection piping and accessories for use with these systems save and except foremen, persons above the rank of foremen, office and design staff and persons covered by other Collective Agreements.

### **ARTICLE 4 - MANAGEMENT**

Except where abridged by the specified terms of this Agreement, the management of Employer's operations shall continue to be vested with the Employer.

Supervisory employees will not perform jobs normally performed by members of the bargaining unit, except for the following types of situations: in emergencies when regular employees are not immediately available, in the instruction of employees, on experimental work, new products or samples, in the performance of necessary work when emergency difficulties are encountered on the job.

### **ARTICLE 5 - UNION SECURITY**

All present employees covered by this Agreement shall, as a condition of employment, become members of the Union within thirty (30) calendar days following the signing of this Agreement, and shall remain members in good standing. All employees covered by this Agreement hereinafter employed by the Employer shall become members of the Union within thirty (30) calendar days after their employment and shall remain members of the Union in good standing.

Employer will notify Union representative of new employees within the bargaining unit.

Employer shall not discriminate against any employee for reason of their membership in the Union or their participation in its lawful activities, but may discharge any employee for just cause.

### **ARTICLE 6 - WAGES**

The **total packages** are as follows:

ZONE	EFFECTIVE - October 22, 2001		
CLASSIFICATION	A	B	C
<b><u>ATLANTIC</u></b>			
Newfoundland	23.75	23.38	27.71
N.B. & P.E.I.	23.76	23.38	27.71
Nova Scotia	23.77	23.38	27.72
<b><u>ONTARIO</u></b>			
Local 853	25.21	24.83	29.30
<b><u>MID-WEST</u></b>			
Manitoba	23.15	22.75	27.28

Saskatchewan	23.15	22.76	27.30
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**ALBERTA**

Edmonton Local 488	26.99	26.44	31.51
Calgary Local 496	27.00	26.45	31.52

**ZONE**

EFFECTIVE - October 1, 2002

<b>CLASSIFICATION</b>	<b>A</b>	<b>B</b>	<b>C</b>
<b><u>ATLANTIC</u></b>			
Newfoundland	24.75	24.38	28.71
N.B. & P.E.I.	24.76	24.38	28.71
Nova Scotia	24.77	24.38	28.72

**ONTARIO**

Local 853	26.21	25.83	30.30
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**MID-WEST**

Manitoba	23.90	23.50	28.03
Saskatchewan	23.90	23.51	28.05

**ALBERTA**

Edmonton Local 488	28.99	28.44	33.51
Calgary Local 496	29.00	28.45	33.52

**ZONE**

EFFECTIVE - October 1, 2003

<b>CLASSIFICATION</b>	<b>A</b>	<b>B</b>	<b>C</b>
<b><u>ATLANTIC</u></b>			
Newfoundland	25.75	25.38	29.71
N.B. & P.E.I.	25.76	25.38	29.71
Nova Scotia	25.77	25.38	28.72

**ONTARIO**

Local 853	27.21	26.83	31.30
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**MID-WEST**

Manitoba	24.65	24.25	28.78
Saskatchewan	24.65	24.26	28.80

**ALBERTA**

Edmonton Local 488	30.49	29.94	35.01
Calgary Local 496	30.50	29.95	35.03

- A - Shop Fabricators, and employees operating spot welders or automatic welding machines shall be paid Class A rates unless they are recognized to weld under N.F.P.A. Standards, in which case Class C rates shall apply.
- B - Warehousemen and Truck Drivers.
- C - An employee during the time he is welding shall be paid according to this category.

\* See Letter of Understanding (1998) for further information on materials assembler (picker).

New employees who are without previous experience shall be paid no less than eighty percent (80%) of the applicable rate for the first three months' work; ninety percent (90%) of the applicable rate for the next six months' work; after completion of nine (9) months engaged in the work, the full applicable rate shall be paid.

A premium of 25 cents per hour to be paid to group leaders or lead hands. It is not mandatory for shops who do not have this category to create one where it does not currently exist.

Employees temporarily transferred for the convenience of the employer will receive the rate of the job to which they are transferred or their own rate, whichever is higher.

## **ARTICLE 7 - HOURS OF WORK, OVERTIME, SHIFTS**

Forty hours shall constitute a standard work week, Monday to Friday inclusive. Work will be performed for eight hours for five days or ten hours for four consecutive days, or nine hours per day from Monday to Thursday inclusive, and four hours on Friday, at the Employer's option.

Overtime worked Monday through Friday that is worked over the regularly scheduled hours, shall be paid for at one and one-half times the regular hourly rate for the first ten hours work. Overtime in addition to the ten hours will be paid at two times the regular hourly rate. All requests for overtime shall be requested 2 hours prior to the end of the shift.

Work performed on Saturday will be paid for at one and one-half times the hourly rate for the first four hours worked; overtime in addition to the four hours worked will be paid at two times the hourly rate. These overtime rates are applicable provided that the employee has worked at least 32 scheduled hours previous to the Saturday, then the overtime hours shall be paid for at the regular hourly rate.

Normal working hours shall be the applicable number of consecutive hours between 7:00 a.m. and 6:30 p.m. with one half hour for lunch. The Company reserves the right to change starting/quitting times if they consider it necessary.

Work performed on Sunday will be paid for at two times the hourly rate.

A ten minute break period will be given twice each shift.

Employees who show up for work either at the company's request or at their regular starting time, unless otherwise previously notified by the company that no work is available, shall be paid a minimum of four (4) hours at the applicable rate of pay plus vacation and holiday pay and fringe benefits.

Shifts may be established in addition to the regular day shift. A premium of \$1.00 per hour to be paid to each employee working on second and third shifts.

Established Shift Work may be performed at the option of the employer, but when performed, it must continue for a period of not less than five (5) consecutive work shifts, or, in accordance with Article 7, first paragraph (Monday to Friday) excluding Saturday, Sunday and holidays. Seniority shall be in accordance with the provisions of Article 12.

The work week schedule for Calgary Local 496 shall be industry hours.

Work performed on the following recognized holidays will be paid for at two times the hourly rate, plus any applicable shift premium.

The following are designated as holidays:

New Year's Day	Labour Day Good Friday
Thanksgiving Day	Victoria Day Remembrance Day
Civic Holiday	Christmas Day Dominion Day
Boxing Day	Family Day (Alberta only) Heritage Day

Should any of the above holidays fall on a Saturday or Sunday, the following Monday will be observed. No work shall be performed on Labour Day, except for the preservation of life or imminent danger of property. Should Christmas Day fall on a Saturday or Sunday, the following Monday and Tuesday will be observed.

If a holiday is proclaimed by law Federal or Provincial, on any day during the calendar year it shall be deemed to be recognized as a holiday and added to the list of holidays named in this Collective Agreement and subject to the terms and conditions to this Agreement

If Remembrance Day is not designated by Provincial law that it is compulsory to celebrate same on a given day, the Employer and the Business Manager of the Local Union having jurisdiction may mutually agree to designate an alternate day.

## **ARTICLE 8 - PAY DAY**

Pay day shall be once a week. The employees are to be paid at the option of the Employer in cash or negotiable payroll cheque, before the end of the shift. The payroll period each week shall end on Saturday at midnight to coincide with an insurable week for E.I. purposes.

Pay for work done in a standard work week, or at the completion of a five-day consecutive shift work week, shall be due and payable before the end of the shift not more than seven days after the end of that week. If paid by cheque, they shall not be distributed later than six days. If pays are not forthcoming as prescribed above, the employer upon request will make provision to advance monies.

All deductions and contributions such as Employment Insurance, Income Taxes, Union Dues, Pension, Welfare and Hours of Labour shall be shown clearly on a separate statement with the employees pay.

If an employee is laid off, fired, or quits, all accrued wages shall be paid within two working days of termination of employment either in person or by certified mail postmarked within two working days of termination of employment, to the address on record. Such pay shall be accompanied by the man's Record of Employment slip. Should such employee not be paid in accordance with the foregoing, he shall be paid at his regular rate of pay while waiting to be paid.

## **ARTICLE 9 - VACATION AND HOLIDAY PAY**

The holiday (vacation) pay shall be paid at the rate of 6% of the gross hourly pay earned. The statutory holiday pay shall be paid at the rate of 4% of the gross hourly pay earned.

Gross earnings shall not include contributions to funds. Vacation and Holiday Pay will be paid on the first (1<sup>st</sup>) full pay period after the quarter ends.

Income tax on vacation pay and holiday pay shall be deducted weekly.



## **ARTICLE 10 - FABRICATION**

The work of the employee shall consist of all handling and all fabrication of all sprinkler and fire protection piping and materials incidental to the business of the employer in his shop and shop yard.

The painting, marking, cleaning and labelling of pipe, if performed in the shop will be performed by members in the bargaining unit, however, the employer has the right to sub-contract outside the shop, and in no case is the employer required to perform specialized operations such as sand blasting or special painting.

When yard work is required, the Employer is to provide suitable rain gear, with rubber boots, for outside work.

## **ARTICLE 11 - STRIKES AND LOCKOUTS**

The Union and the Employer agree that there shall be no strike or lockout during the life of this Agreement.

No disciplinary action will be taken against an employee that refuses to cross a **legal** picket line.

## **ARTICLE 12 - SENIORITY**

Following the completion of a probationary period, which is six months engaged in the work, to be completed within 12 months from date of hire, an employee's seniority shall date from six months prior to completion of the probationary period.

Provided qualifications are equal and consistent with operational requirements, junior employees will be laid off first and recalled last.

Provided qualifications are equal and consistent with operational requirements, employees with greater seniority will be given preference for promotions or advancement to other classifications. Overtime shall be shared equally within such job classification when possible.

Employees who have attained seniority status shall retain recall rights for eighteen (18) months following layoff, unless on leave of absence granted by the employer. Employees shall not lose seniority status if they refuse to cross a legal picket line.

The employer will post an up-to-date seniority list on the Bulletin Board every six (6) months. Employees shall have 30 days to grieve errors to seniority listing. If on presentation of evidence by the Union there is an error, the employer will correct the list.

The Union may use these boards for posting notices of Union activities, provided such notices are signed by the Business Representative of the Union and submitted to the authorized company representative before posting.

## **ARTICLE 13 - GRIEVANCE PROCEDURES**

Should any difference arise between the Company and any of its employees as to the interpretation, application, administration, or alleged violation of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

### **STEP 1**

The aggrieved employee with the assistance of his Shop Steward shall submit his grievance in writing to his foreman in the shop within three working days of the occurrence giving rise to the grievance. No grievance shall be considered valid which has not been submitted within such three days. The employee and the Shop Steward may have the assistance of the Business Representative of the Union.

## **STEP 2**

If within three working days from the time the grievance was first submitted to the foreman a decision satisfactory to the employee is not given, it shall be presented in writing to the Plant Manager or his representative within three additional working days, who shall meet with the Union Representative in an attempt to resolve the differences and render a written decision within seven working days.

A Union policy grievance which is defined as an alleged violation of this Agreement involving all or a substantial number of employees in the Bargaining Unit or a grievance involving the Union itself relating to the application or interpretation of this Agreement, may be brought forward in writing at Step 2 of the Grievance Procedure at any time within five full working days after the circumstances giving rise to such Policy Grievance occurred, and if it is not settled at this stage, it may be submitted to a Board of Arbitration in the same manner as a grievance of an employee.

## **Step 3**

If settlement is not reached in Step 2 within said five working days a Joint Conference Board meeting shall be convened and a written decision rendered within five working days. The Joint Conference Board shall be comprised of Two Union Representatives appointed by the Local Union and Two Representatives appointed by CASA. The findings of the Joint Conference Board shall be final and binding on both parties.

## **Step 4**

If the Joint Conference Board are unable to effect a settlement within the last mentioned five days time limit in Step #3, the terms of ARBITRATOR shall be applied.

Any time limits provided in the four steps of this Article may be extended by mutual agreement between the Company and Union, but not otherwise.

## **ARBITRATION**

Whenever either party to this Agreement desires to submit any grievance to arbitration, written notice shall be given to either party within ten days after the last step in the grievance procedure formally stating the subject of the grievance and at the same time nominating an arbitrator. Within seven days after receipt of such notice, the other party shall name an arbitrator.

The arbitrators representing the two parties shall, within 48 hours, attempt to agree upon a Chairman of the Arbitration Board and failing such an agreement, the Minister of Labour for the applicable province will be requested to name such a Chairman.

As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representation of both parties. It shall render a decision as soon as possible, the intention being that all decisions shall be given within seven days after arbitration proceedings have commenced.

Each of the parties hereto will bear the expenses of the arbitrator appointed by them and the

parties will jointly bear the expenses, if any of the Chairmen of the Arbitration Board and other incidental expenses incurred directly by such arbitration.

No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure or as otherwise provided herein.

The Arbitration Board shall not have authority to add to, alter, modify or amend this Agreement, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement. Decisions shall be final and binding on both parties.

#### **ARTICLE 14 - HEALTH & SAFETY**

It shall be fully understood that the working regulations and conditions, where applicable, must comply to the Provincial and Federal Health and Safety Regulations.

Drivers will be governed by the applicable Highways Act.

It is further understood that in the event of an employee injured during the working day and in the event outside medical aid is required, said employee shall be paid for hours lost for that day.

#### **ARTICLE 15 - HEALTH AND WELFARE**

Employer shall pay for each hour earned, rates noted below, for all employees covered by this Collective Agreement into the Local Health and Welfare Fund where the man is working:

		<u>Oct. 22/01</u>	<u>Oct.1/02</u>	<u>Oct. 1/03</u>
Newfoundland	1.53	1.53	1.53	
Nova Scotia	1.28	1.28	1.28	
New Brunswick & P.E.I.	1.25	1.40	1.55	
Ontario	1.83	1.93	1.93	—
Manitoba	1.25	1.35	1.45	
Saskatchewan	1.25	1.35	1.45	
Alberta (Local 488) & N.W.T.	1.61	1.71	1.71	
Alberta (Local 496)	1.75	1.75	1.75	

Welfare hours shall accumulate for a one month period and be submitted to a party as designated by the Local Union before the 20th of the month following, along with a schedule listing employees by Social Insurance Numbers, hours each employee earned, and a cheque covering the hours so listed.

If the rates, as noted above, for contributions into any Local Health & Welfare Fund are adjusted by the Funds' Trustees, any difference (plus or minus) shall be reflected in the wage rate. Any such adjustment shall be made in the month following the adjustment date.

#### **ARTICLE 16 - PENSION**

The Employer contribution to the Sprinkler Industry Pension Plan will be one dollar forty cents (\$1.40) per hour earned effective October 22, 2001. Effective October 1, 2002, such contributions will increase to one dollar fifty cents (\$1.50) per hour earned. Effective October 1, 2003, such contributions will increase to one dollar sixty cents (\$1.60) per hour earned. The Employee contribution will continue to be five cents (5¢) per hour earned.

Such pension fund hours shall accumulate for a one month period and be submitted to the administration office before the 20th of the month following, along with a list of employees' names and Social Insurance

Numbers and a cheque covering the hours so listed.

The policies and procedure necessary to operate and maintain this plan will be governed by a Board of Trustees formed of three (3) members appointed by the United Association Director of Canadian Affairs, and three (3) members designated by the Canadian Automatic Sprinkler Association.

All employees covered by this plan must become members and continue membership in the Union.

The Employer and the Union agree to comply with all the provisions and requirements of the Pension Trust Fund and the declaration of Trust, between the Employers and the Union dated January 1, 1965 and such rules and regulations as the Trustees of the fund deem necessary for the successful operation of the said trust fund.

The Trustees shall have full authority by majority vote with equal representation on both sides to determine the amounts and select the forms of pension benefits to be provided under the Pension Plan, and shall be responsible for the administration of the plan, increasing and decreasing of benefits payable, and the eligibility of claims payable and be responsible for carrying out all of the provisions and requirements of the Federal and Provincial laws relating to Government Registered Pension Plans.

#### **ARTICLE 17 - UNION DEDUCTION**

- (a) The Employer shall, as a condition of employment, deduct union dues and initiation fees from the pay of all employees covered by this Agreement upon the presentation of an authorization slip from the employee.
- (b) All such dues shall be deducted from the first pay of each month and shall be remitted to the Local Union having jurisdiction before the 20th of the month following with a list of names and Social Insurance Numbers of employees for whom dues have been deducted.
- (c) Under the jurisdiction of Local 56, each employee shall have withheld from his net wages 5 cents per hour for each hour worked. These monies shall be remitted to the Local Union before the 20th of the month following with a list of names and Social Insurance numbers of employees for whom dues have been deducted. These monies shall be used for a Building Fund.
- (d) Alberta and Northwest Territories (District of MacKenzie) Building Trades Council to be remitted at 5¢ (five cents) per man hour earned, out of package.
- (e) U.A. Local 853 Building Fund to be remitted at 5¢ (five cents) per man hour earned, to be deducted from employee's pay cheque.
- (f) U.A. Local 853 Field Dues to be remitted at 5¢ (five cents) per man hour earned, to be deducted from employee's pay cheque.

Should a Local Union decide to reallocate monies from wages to other funds, after the signing of the Agreement and prior to the expiry of the Agreement, such reallocation of monies shall be allowed twice annually, only on October 1<sup>st</sup> and April 1<sup>st</sup>. Such notice of reallocation of money would have to be forwarded to the C.A.S.A. office no later than ninety (90) days prior to the above dates and must be accompanied by revised Wage Schedules.

#### **ARTICLE 18 - LABOUR SERVICE FEE**

All Employers signatory to this Agreement shall be assessed a labour Service Fee of four (4) cents per manhour earned payable to the Canadian Automatic Sprinkler Association.

Such Labour Service Fee hours shall accumulate for a one month period and be submitted to the administration office before the 15th (fifteenth) of each month following, along with a list of employees names and social insurance numbers and a cheque covering the hours so listed. It is understood that the Canadian Automatic Sprinkler Association waives the Union responsibility for collection.

#### **ARTICLE 19 - SAVINGS CLAUSE**

Should any Article, or any provision or any part of the Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby. Where legislature provisions exceed any provisions of this Agreement, the higher shall prevail.

#### **ARTICLE 20 - SHOP STEWARDS**

- (a) Where, in the opinion of the Union, a Shop Steward is required, the Business Representative shall make such appointment from among the Company employees, one steward for each shift.
- (b) The Union shall notify the Company by letter of the name of the Steward or any replacement.
- (c) The Steward's first duty is to the work required to be performed by themselves for the Company. It is recognized, however, that the Steward is the Union representative in the plant and is responsible for safeguarding the Union's interests in the plant and administering this Collective Agreement.
- (d) The Steward shall be the second to last employee employed in the shop regardless of seniority provided said Steward is able to perform the available work at the time.

#### **ARTICLE 21 - WASH UP TIME**

Employees shall have five (5) minutes wash up time immediately before lunch and five (5) minutes at closing.

#### **ARTICLE 22 - BEREAVEMENT LEAVE AND PAY**

A regular employee will be granted up to three (3) full days leave of absence with pay between Monday and Friday inclusive for the purpose of making arrangements and attending the funeral in the event of the death of a member of his or her family, which shall be limited to husband, wife, parents, children, sister, brother, grandparents, mother-in-law or father-in-law.

Such possible day or days' leave of absence shall be between the day of death and the day of the funeral inclusive.

The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a Plant Holiday, or during his or her vacation, or during any leave of absence without pay.

In order to qualify for bereavement leave, an employee shall have completed sixty (60) days of continuous service with the Company.

#### **ARTICLE 23 - NON-DISCRIMINATION**

The Company and the Union agrees that they will continue the policy of not discriminating because of race, religion, colour, national origin, age or sex.

#### **ARTICLE 24 - UNION LABEL/STAMP**

A suitable standard design Union Label, and/or stamp to be applied to sprinkler and fire protection pipe fabrication, and bill of materials. Labels/stamps shall be supplied by the Union.

#### **ARTICLE 25 - SAFETY SHOES**

The wearing of safety shoes while working is a condition of employment. The employer will grant an annual allowance of one hundred fifty dollars (\$150.00) to be used towards the purchase of approved safety shoes. Twelve dollars and 50 cents(\$12.50) per month worked, payable on leaving, if separation is after boot allowance paid (total of \$150.00 per year).

#### **ARTICLE 26 - DEFAULT OF PAYMENT**

If any contractor shall default in remitting payments required to be made to Trust Funds pursuant to the terms of this Collective Agreement, and default shall continue for ten days or more, then in addition to any other remedy available to the Local Union, such defaulting contractor shall pay to the Trustees, as liquidated damages and not as a penalty, an amount equal to 5% of the arrears for each month or part thereof during which such default continues. The said damages shall become due and payable upon the 21st day of the month following the month for which contributions were to be made. The 5% of the said arrears shall become due and be payable by such contractor on the 21st day of each successive month while default continues. For the purpose of calculating the 5% as aforesaid, "arrears" shall be deemed to include all accumulated damages remaining unpaid.

The foregoing "Default of Payment Clause" shall apply to the following trust funds:

Article 17 - Union Deductions

Article 9 - Holiday & Vacation Pay Trust Funds

Article 15 - Health and Welfare

Article 16 - Pension Fund

Article 18 - Labour Service Fee

#### **ARTICLE 27 - DURATION AND RENEWAL OF AGREEMENT**

This Agreement shall be in full force and effect for a term commencing October 22, 2001 and terminating at midnight September 30, 2004 and shall automatically continue in operation from year to year thereafter, unless either party hereto shall give to the other party a notice in writing of a desire to modify this Agreement. Such notice shall be served by registered mail upon the other party, at least ninety (90) days prior to the expiration date of the Agreement.

If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the expiry date, or until discontinued by notice in writing from either party.

This Agreement is entered into this **22nd day of October, 2001.**

Signed on behalf of the Canadian Automatic Sprinkler Association:

Russ Senkiw

Jack van Beurden

Grant Neal

Bill Skromeda

Ian Milne

Ken Graham

Bernie Beliveau

John Galt

Signed on behalf of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, for and on behalf of Local Unions 488, 496, 179, 254, 853, 740, 799 and 56.

Rob Kinsey, Business Manager, Local 488	Ken Jones, Business Manager, Local 496
Rick Diederich, Business Manager, Local 179	*John Moore, Business Manager, Local 254
Don Crichton, Business Manager, Local 853	Stan Dalton, Business Manager, Local 740
George Estey, Business Manager, Local 799	Ed Pace, Business Manager, Local 56
Michel Grenier, U.A. Canadian Director	Bryan Strong, U.A. International Rep.
Gerry Bentley, U.A. International Rep.	Michael Zangari, U.A. International Rep.
Budrow Tozer, U.A. International Rep.	

\* absent

## **LETTER OF UNDERSTANDING (1998)**

Without precedent, the following is agreed to by and between the Canadian Automatic Sprinkler Association (the association) and U.A. Local 853 (the union) under Section 8 of the National Sprinkler Fabrication Collective Agreement.

This Letter of Understanding shall recognize the role or position of materials assembler (or “picker” as commonly referred to) under Classification B. This Letter of Understanding shall recognize two materials assemblers per shift or, if only one shift, then three. Employees listed as materials assemblers (pickers) shall be recognized exclusive of Article 12 - Seniority Clause.

The employer shall post a materials assembler list independent of the seniority list. However, seniority shall apply to the materials assemblers list itself (stand alone). If a materials assembler returns to Class A work, then he assumes his normal seniority.

Any existing employee can apply for the position of materials assembler (picker). However, it shall be the employer’s right of selection based upon the skill level of the applicants.

This Letter of Understanding is entered into this 1<sup>st</sup> day of October, 1998.

John Galt  
Ian Milne  
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Signed on behalf of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, for and on behalf of Local Union 853.

Don Crichton, Business Manager, Local 853      Michael Zangari, U.A. Special Rep.  
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