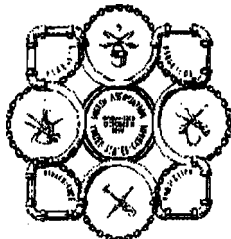


COMBINED COMMERCIAL AGREEMENT



The Mechanical Contractors Association of New Brunswick Inc., an Employers Organization the accredited under The New Brunswick Industrial Relations Act to bargain on behalf of unionized contractors in the plumbing and pipefitting industry in **New Brunswick** except for the counties of Kings, Queens, Charlotte and Saint John, and United Association Local Unions, **512, 694, 772** and **799** being the local unions with which the Association has a bargaining relationship have agreed to combine the four commercial agreements to which they are parties into one book. The purpose of which is to provide contractors working in the geographic areas mentioned above a single document to consult when dealing with their union employees doing work in the plumbing and pipefitting industry.

The book is divided into five parts. The main part includes all articles which are common to all four of the jurisdictions. Then, there is an Appendix for each Local Union which includes articles which are particular to that jurisdiction. The Collective Agreement for a particular local **is** comprised of the main articles and the local's appendix. When using this document contractors must be aware of what **is** in both sections.

Signed on behalf of the
Mechanical Contractors Association of NB Inc.

W. A. Dixon (signed)

Date: May 19, 2004

Singed on behalf of the
NB Pipe Trades Association

James MacDonald (signed)

INDEXED

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COMBINED COMMERCIAL AGREEMENT

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – TERRITORIAL JURISDICTION

2.01 This Agreement applies to New Brunswick, excluding the counties of Kings, Queens, Charlotte and Saint John, where an Agreement between the Saint John Mechanical Contractors Employers Association and the United Association Local 213 is in effect.

2.02 The following outlines the territorial jurisdiction of the Local Unions under the terms of this Agreement.

- Local Union 512 The counties of Restigouche and Gloucester
- Local Union 694 The counties of Westmorland, Albert and Kent
- Local Union 772 The counties of York, Sunbury, Carleton, Victoria and Madawaska
- Local Union 799 The county of Northumberland

ARTICLE 3 - DEFINITIONS AND INTERPRETATIONS

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

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

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

3.04 Apprenticeshall mean a person who is indentured to an Employer or to the J.A.T.C. as an Apprentice in the Plumbing and Pipefitting Industry under the Province of New Brunswick Apprenticeship and Occupational Certification Act.

3.05 Working Foreman shall mean a qualified Employee who has the ability to accept responsibility, to take charge of the actual installation of any plumbing and/or pipefitting work; in laying out work for other Employees and has been appointed Working Foreman by his Employer.

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

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

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

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

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

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

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

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

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

3.14 Provincial shall mean the Province of New Brunswick.

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

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

3.17 In interpreting this Agreement, the singular shall include the plural and the plural shall include the singular.

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

ARTICLE 4 - RECOGNITION

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

4.02 While the Agreement continues to operate, no conditions of work separate and apart from the conditions set out in this Agreement shall be sought or condoned by the Local Unions party to this Agreement or by the New Brunswick Pipe Trades Association and no conditions of work separate and apart from the conditions set out in this Agreement will be sought or condoned by any member of the Mechanical Contractors Association of New Brunswick Inc. or Employers signatory to this Agreement.

4.04 The Union and all its members recognize the Mechanical Contractors Association of New Brunswick Inc. as the sole collective bargaining agent for all member contractors and/or any other national contractor or contractors who require the services of the Union members in the Jurisdictional Area of the Local Unions party to this Agreement.

ARTICLE 5 – UNION SECURITY

The Local Unions agree that all employees, prior to being dispatched by the Union or hired by an Employer, shall be in possession of all current certificates of qualification and licenses for their occupation.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 7 - RESPONSIBILITIES

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7.01 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 a walk-out or slow-down during the term of this agreement.

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

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

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

ARTICLE 8 - JOINT CONFERENCE BOARD AND LOCAL LABOUR MANAGEMENT COMMITTEE

8.01 There shall be a Provincial Joint Conference Board and Local Labour Management Committee for each of the Local Unions jurisdiction.

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

8.03 The Local Labour Management Committee for each of the jurisdiction (Local 512, Local 694, Local 772 and Local 799) will be composed of three (3) representatives of the Employer and three (3) representatives of the Union. A quorum of which shall be two (2) representatives of each party. This Committee may adjust grievances and establish regulations governing the conduct of the parties hereto and the Employees covered by the terms of this Agreement provided that such regulations shall not supersede the conditions of this Agreement and that the grievances shall be heard under the terms of the Grievance and Arbitration procedures as laid out later in this Agreement.

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

ARTICLE 9 - WORK AFTER HOURS

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

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

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

ARTICLE 10 - JOB CONDITIONS

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

10.02 The Employer shall provide adequate and sanitary toilet facilities on all jobs when this responsibility has not been covered by the general conditions of the contract which normally state this to be the responsibility of the General Contractor.

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

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

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

10.05 Where conditions on jobs make it necessary to wear hard hats, they shall be supplied by the Employer. (see also Local 772 Appendix Article 11.05)

10.06 Where conditions on jobs make it necessary to wear winter liners, they shall be supplied by the Employer.

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

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

10.09 An Employee required to take a Welding Test will do so during the regular hours while in the employ of the Employer.

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

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

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

10.13 The use of vehicles of any description will not be permitted for the transportation of materials or equipment, unless the vehicle is supplied by the Employer.

10.14 Employees required to work overtime for two (2) hours without previous time off for a meal and without being notified twenty-four (24) hours previous shall receive a hot meal supplied and paid for by the Employer and consumed during a short break on the Employer's time. Meals shall be provided as soon as possible after regular hours. If overtime is continued, meals and time off for eating will be allowed every four hours.

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

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

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

10.18 Pipe hangers and pipe supports and all other materials classed as catalogue items, such as clamps, U-bolts, etc., may be purchased from any source by the Employer. The installation and erection of such items shall be covered by the terms of this Agreement.

10.19 All hanger rods, supports, etc. which require cutting, welding or threading shall be done on the job by Employees or in the UA Shop.

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

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

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

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

ARTICLE 11 - JURISDICTIONAL CLAIMS

11.01 The Employer acknowledges the jurisdictional claims of the Union as provided by the Rochester Decision of the American Federation of Labour to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. It is understood that the claims are subject to trade agreements and final decision of the A.F.L.-C.I.O. as well as decisions rendered by the impartial jurisdictional disputes board.

11.02 It is agreed by both parties that there will be no stoppage of work on account of jurisdictional disputes which may occur between or among two (2) or more Unions or groups of employees. It is agreed that the employee will continue work pending the settlement of such disputes on the following basis:

1. The Employees who have been performing the work under dispute as allocated by the Employer will continue to do so until a satisfactory settlement to all parties to the dispute is reached.
2. If none of the parties to the dispute have been performing the work in question on the particular job involved, the Employer will decide which group of Employees shall do the work pending a satisfactory settlement.
3. If a Union is aggrieved by a direction or an assignment made, recourse may be had to the impartial jurisdictional disputes board or any successor agency of the building and construction trades department. All parties to this Agreement must adhere to the procedural rules of the green book. If, however, the impartial jurisdictional disputes board becomes defunct and fails to render a decision on a dispute brought before it within thirty (30) calendar days, recourse may be sought by the parties before the construction panel of the New Brunswick Labour and Employment Board.
4. If and when a settlement is made, or the various groups of Employees and the Employer party have reached agreement on the dispute, the decision will be implemented by the Employer. Both parties agree that jurisdictional disputes within their respective organizations arising from this Agreement or on jobs on which this Agreement applies shall not interfere in any way with the orderly, expeditious and economic progress of the work. There shall be no strike, work stoppage or slowdown of any kind by the Union or the Employees as a result of jurisdictional disputes.

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

ARTICLE 12 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

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

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

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

12.10 The Arbitrator shall hold a hearing within four **(4)** days after the grievance is submitted to him and shall render his decision to the parties within seventy-two **(72)** hours after the completion of the hearing, provided that a failure to make an award within the time prescribed or as extended by the parties, shall not invalidate the proceedings or terminate the authority of the arbitrator.

12.11 It is understood and agreed in the application of this article that there is no power in the participants to a settlement, to add to, subtract from, or modify the terms of this agreement. The sole function of an Arbitrator shall be to interpret the meaning of the articles of this agreement and to render a decision which shall be binding on the parties. The Arbitrator shall have no power to add to, subtract from or modify the terms of this agreement.

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

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12.13 The times fixed by this article are mandatory but may be extended by mutual agreement in writing. **If** a grievance or arbitration is not processed within the time allowed, the grievance or arbitration shall be deemed to have been abandoned.

ARTICLE 13 – MOBILITY

13.01 Notwithstanding other clauses found in the Commercial Collective Agreement, dealing with the hiring of United Association members, each contractor signatory to the Commercial Collective Agreement will be permitted the option to use one journeyman plumber, or pipefitter, from outside the Local Union, on projects as described in the following paragraph, provided such employee is a member in good standing **of** United Association Local **213**, Local **512**, Local **694**, Local **772** or Local **799**. It is understood that such employee will be a working foreman and will be permitted to perform the functions **of** that position as they are found in the Commercial Collective Agreement.

While it is understood the mobility permitted under this clause is to allow contractors to secure work in areas where it is not now being done by Unionized contractors, it is not intended to be permitted in situations which the work could reasonably be expected to be performed by members of the **Local Union**. . To utilize the option under this clause, the signatory contractor will discuss with the Business Manager of the Local Union where the work is to be performed, the nature, duration, and cost of the project on which the employee will be utilized. The Business Manager will exercise discretion and will not unreasonably withhold permission.

The rate for such employee will be the rate in effect, at the time, in Local Union within whose jurisdiction ~~the~~ employee is working.

ARTICLE 14 - SAVING CLAUSE

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

ARTICLE 15 - ENABLING

15.01 The parties to this Agreement agree that from time to time particular clauses in the Agreement may cause hardship for signatory contractors in securing a share of the market place. Such being the case, the parties further agree that such clauses may be modified by mutual consent where it is deemed prudent to do so.

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

MEMORANDUM OF AGREEMENT

**Memorandum of Agreement
between
Mechanical Contactors Association of NB Inc.
and
Locals 512, 694, 772 and 799
of
the United Association and Plumbers and Pipefitters**

Effective May 1, 2004, the Employers signatory and working under collective agreements between the parties to this Agreement will contribute an additional six cents (\$0.06) per hour to the Provincial Journeymen and Apprenticeship Training Fund

These monies are to be segregated and accounted for separately and are to be used exclusively for safety training, which is currently the initial training, and re-training or re-certification, if required, in Workplace Hazardous Material Information System, Safety Orientation, Fall Protection– Basic for Workers and Confined Space– General Awareness as offered by the New Brunswick Construction Safety Association

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

The parties agree to meet before November 1, 2004 to review progress and also agree to meet on a regular basis to determine the monetary and training requirements of this program.

Signed in Fredericton this 19th day of May

On behalf of UA Local 512 Roger Theriault (signed)

On behalf of UA Local 694 Brad Brinston (signed)

On behalf of UA Local 772 James MacDonald (signed)

On behalf of UA Local 799 George Estey (signed)

On behalf of the Mechanical Contractors Association of NB

W. A Dixon (signed)

Paul Young (signed)

COMBINED COMMERCIAL, AGREEMENT

SUMMARY OF WAGE PACKAGES (Refer to Appendices for Service & Residential Rates)

EMPLOYERS' CONTRIBUTIONS	UA Locals 512, 772 & 799			
	May 3/04	Oct 4/04	Jan 1/05	Jan 1/06
Basic Hourly Rate	21.10		21.69	22.27
Vacation Pay (11%)	2.32		2.38	2.45
Health & Welfare	2.00	NO	2.20	2.40
Pension	3.00	CHANGE	3.00	3.00
Training	0.35		0.40	0.45
Subtotal	28.77		29.67	30.57
Association Industry Fund	0.20		0.20	0.20
Safety Training Fund	0.06		0.06	0.06
Total	29.03		29.93	30.83
	UA Local 694			
	May 1/04	Oct 4/04	Jan 1/05	Jan 1/06
Basic Hourly Rate	21.46	21.46	22.00	22.58
Vacation Pay (11%)	2.36	2.36	2.42	2.48
Health & Welfare	2.01	2.01	2.21	2.41
Pension	1.80	1.75	2.05	2.35
Training	0.31	0.36	0.41	0.46
Subtotal	27.94	27.94	29.04	30.18
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.06	0.06	0.06	0.06
Total	28.20	28.20	29.30	30.44

EMPLOYEES' CONTRIBUTIONS	UA Locals 512, 772 & 799			
	May 3/04	Oct 4/04	Jan 1/05	Jan 1/06
Pension	0.50		0.50	0.50
Field Dues (2% of gross)	0.47	NO	0.48	0.49
NB Pipe Trades	0.65	CHANGE	0.65	0.65
Total	1.62		1.63	1.64
	UA Local 694			
	May 1/04	Oct 4/04	Jan 1/05	Jan 1/06
Pension	0.50		0.50	0.50
Field Dues (2% of gross)	0.48	NO	0.49	0.50
NB Pipe Trades	0.65	CHANGE	0.65	0.65
Total	1.63		1.64	1.65

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LOCAL 799 APPENDIX

ARTICLE 799-1 DEFINITIONS

- 1.01 "General Foreman", shall mean an Employee having three or more Foremen under his direction.
- 1.02 "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 service and maintenance of Domestic, Institutional and Commercial Buildings.
- 1.03 "Service Work" shall include all maintenance and repair work. Nothing will be considered service work other than the usual day to day.

ARTICLE 799-2 UNION SECURITY

- 2.01 The Employer agrees to give members of the Union within the jurisdiction of the Local Union 799 "first" preference of employment. Members of the United Association Local Unions within the Province of New Brunswick will receive second preference of employment. When first or second preference persons are not available, the Employer may hire such qualified UA persons as may be available.
- 2.02 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 of continuous employment, they shall pay the regular Union Dues. The Employee agrees as a condition of employment to give written authorization that such dues be deducted.
- 2.03 The Employer agrees that all members of the Union must maintain their membership in good standing as a condition of employment.
- 2.04 The Employer agrees to 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.
- 2.05 Such dues shall be deducted from the first pay period 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 (10%) per cent of the total unpaid monies to be remitted shall be assessed against the Employer.
- 2.06 Such payments will be accompanied by a list of the names of the Employees from whom the deductions have been made and on Company stationary or forms for this purpose.

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ARTICLE 799-3 **HIRING AND TERMINATION**

3.01 The Employer agrees to give properly qualified members of the Union with the jurisdiction in the area where a job is being performed first preference of employment at any time no later than two (2) full regular working days from date of request from the Employer. Members of the United Association which may be available within the Province of New Brunswick shall have second preference at any time not later than two (2) additional working days from day of request.

3.02 The Employer or his representatives shall not contact a member at his home for employment.

The Employer recognizes the Union's out-of-work list as the source of members for employment.

3.03 On hiring, a signatory company to this Agreement shall be able to name request two (2) members from the UA Local 799 from the out-of-work list for each job the Employer has in the Local 799 area. One (1) member must be an apprentice. The other manpower requirements shall come from the out-of-work list as per Local 799 by-laws.

Also, it will be a violation of this Agreement for an Employer to induce or encourage a member from seeking a lay-off from another signatory company so the said member can be name requested.

3.04 The Employer agrees that no member shall be hired without a work referral slip from the Union office or designated Union official and the Union agrees to give a referral slip to anyone hired under the terms of this agreement.

3.05 All apprentices shall be employed in accordance with the Provisions of the Apprenticeship and Occupational Certification Act and as per J.A.T.C. requirements.

3.06 Where employment is terminated by the Employer, the Employee shall be given at least two (2) hours notice, at the end of which time he shall be paid in full and given his unemployment statement and vacation pay. He shall be paid at the regular rate of pay until these conditions have been met except for Employees discharged for just cause, who shall be paid the following day.

3.07 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 and his unemployment statement.

3.08 The Employer agrees to notify the Union office or designated Officer (Steward) forty-eight (48) hours in advance of hiring an Employee, excluding Saturday, Sunday or Holidays.

3.09 Termination of Employees shall be carried out in the following order:

1. Travel Card Members from outside New Brunswick;
2. Travel Card Members within the Province of New Brunswick;
3. Local men within the jurisdiction of the Local Union in which the work is being performed.

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ARTICLE 799-4 VACATION & HOLIDAY PAY

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

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

4.03 The following days shall be classed as holidays:

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

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

ARTICLE 799-5 WORKTIME

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

5.02 Regular working hours which shall constitute the day shift shall be from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch from 12:00 Noon to 12:30 p.m. unless mutually agreed otherwise. Regular working hours can also mean working four (4) ten-hour (10 hr.) days when it is mutually agreed to by both Union and Contractor before work commences. When ten-hour (10 hr.) days are worked, the work day will be from 8:00 a.m. to 6:30 p.m. with one-half hour for lunch from 12:00 Noon to 12:30 p.m. There will be no ten-hour (10 hr.) work days on shift work.

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

5.04 The Employer may work shift work (involving two or more shifts) on a particular job .

The second shift shall commence at the end of the day shift unless special circumstances exist and agreement is reached between the Union and the Employer.

The hours for the second shift shall be from 4:30pm until 1:00am with a one-half hour for lunch break unpaid.

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The Employer may, after consultation with the Business Manager, start another shift prior to the end of the second shift. Employees shall be paid for eight (8) hours when full shift hours are worked. Lunch break will be unpaid,

The shift premium for other than day shift shall be fifteen percent (15%) above the regular hourly rate of pay for all hours worked.

When shift work is instituted the shift must continue for at least three (3) consecutive regular working days. Should the shift be cancelled prior to the completion of three (3) consecutive working days employees shall be paid double the hourly rate plus shift premium for all hours worked.

It is intended that once an Employee is hired for or transferred to a particular shift, he will complete at least three (3) full consecutive working days on that shift or be paid double the hourly rate plus shift premium for all hours worked.

Any hours worked in excess of the above noted shift hours shall constitute overtime and paid accordingly but do not form part of the three (3) day constant.

Working hours in excess of the shift hours is voluntary and no penalty shall be placed upon the Employee for not working them.

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

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

5.07 **All** overtime shall be on a strictly voluntary basis.

5.08 Work done on a regular working day outside of the regular working hours, or in the case of shift work outside of the shift hours, or on Sunday or Saturday, shall constitute overtime.

5.09 Overtime work shall be paid at double the basic hourly rate.

ARTICLE 799-6 RATES OF PAY

6.01 The basic hourly rates of pay for journeymen shall be \$21.10. Effective January 1, 2005 the rate will increase to \$21.69 and effective January 1, 2006 it will increase to \$22.27.

6.02 The hourly rate of pay for an Apprentice shall conform to the schedule proclaimed under the provincial Apprenticeship and Occupational Certification Act.

6.03 The hourly rate for Foremen shall be a minimum of \$2.00 above the hourly Journeyman rate.

6.04 The hourly rate for General Foremen shall be a minimum of \$3.00 above the hourly Journeyman rate.

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6.05 On new construction work, should it become necessary **to** work through the meal hours, double time rates shall apply and shall continue until **an** appropriate meal hour is given. The meal period being from 12:00 Noon to 12:30 p.m. and 4:30 p.m. to 5:00 p.m.

ARTICLE 799-7 TIME AND METHOD OF PAY

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

7.02 All cheques must be negotiable at par at the bank or banks nearest the job site. Non New Brunswick contractors will establish a payroll office in New Brunswick.

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

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

ARTICLE 799-8 JOB CONDITIONS

8.01 The Employer shall provide welding mitts to welders at no charge to the Employee. Old mitts must be returned to the Employer for replacement.

8.02 On jobs having three (3) or more Foremen, a General Foreman shall be appointed.

8.03 On all jobs a Journeyman shall be appointed as Working Foreman when three (3) or more men are employed. After six (6) men are employed, there shall be a nonworking Foreman.

8.04 A Foreman will not be permitted to be in charge of more than twelve (12) men.

8.05 Contractors from outside the jurisdiction of Local 799 working in the jurisdiction **of** Local 799 will be permitted to bring in one man as Superintendent. Foremen and General Foremen shall be hired from Local 799.

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ARTICLE 799-9 UNION STEWARDS AND UNION OFFICERS

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

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

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

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

ARTICLE 799-10 OUT OF AREA WORK - ROOM, BOARD AND TRAVEL

10.01 If an Employee is required to report to work at a job site that is sixteen (16) to thirty-five (35) kilometres from his permanent residence, he shall be paid twelve (\$12.00) dollars per day worked or reported to work. If an Employee is required to report to work at a job site that is over thirty-five (35) kilometres from his permanent residence, he shall be paid seventeen (\$17.00) dollars per day worked or reported for work.

This allowance will not apply in clauses 10.03, 10.04 or 10.05

10.02 All allowance for room, board and travel shall either be paid by separate cheque or shown separately on the Employee's pay stub.

10.03 Jobs under \$50,000.00 (total mechanical on any one project), the Employer will not be required to pay room, board and travel in the jurisdiction of Local 799.

10.04 Senior Citizens Homes or Nursing Homes, the Employer will not be required to pay room, board or travel.

10.05 On service work, the Employer will not be required to pay room, board or travel.

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ARTICLE 799-11 APPRENTICES

11.01 All apprentices shall be employed in accordance with the provision of the Apprenticeship and Occupational Certification Act and the parties hereto agree to observe all provisions of the Act and/or as established by the JATC.

11.02 The ratio of Apprentices to Journeymen may be one (1) Apprentice to one (1) Journeyman for the first two men hired. Ratio after the first two Employees may be three (3) Journeymen to one (1) Apprentice.

ARTICLE 799-12 ADMINISTRATION FUNDS

MANAGEMENT ADMINISTRATION FUND

12.01 The Employer will contribute twenty cents (\$0.20) for every hour worked by a journeyman or apprentice under the terms of this Agreement for work performed in the jurisdiction of Local 799.

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

UNION FIELD DUES

12.02 All employees will contribute two per cent (2%) of their gross hourly rate including vacation pay earned by a journeyman or apprentice for Field Dues. All employees will contribute sixty-five cents (\$0.65) for every hour worked to NB Pipe Trades.

CONTRIBUTIONS

12.03 Contributions for the Management Administration Fund and the Union Administration Fund to be remitted monthly to the NB Pipe Trades Administration Office, PO Box 910, Station A, Fredericton, NB, E3B 5B4 or such other organization as the Board of Directors of Mechanical Contractors Association of NB Inc. or Local Union 799 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.

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ARTICLE 799-13 TRUSTEED FUNDS

TRAINING FUND

13.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of thirty-five cents (\$.35). Effective January 1, 2005 this contribution will increase to forty cents (\$.40) and on January 1, 2006 it will increase to forty-five cents (\$.45)

HEALTH AND WELFARE FUND

13.02 The Employer will contribute to the Provincial Health and Welfare Trust Fund the sum of two dollars (\$2.00). Effective January 1, 2005 this contribution will increase to two dollars and twenty cents (\$2.20) and on January 1, 2006 it will increase to two dollars and forty cents (**\$2.40**)

PENSION PLAN FUND

13.03 The Employer will contribute to the Pension Plan Trust Fund the sum of three dollars (\$3.00) for each hour worked by each employee employed as a Journeyman

The employee will contribute to the Pension Plan the sum of fifty (\$0.50) for each hour worked

CONTRIBUTIONS

13.04 Contributions will be remitted in the said amount and in the manner specified in this Article and in accordance with the trust agreement mentioned hereafter. All trust fund contributions are to be remitted monthly by cheque mailed in sufficient time as to be received by the NB Pipe Trades Administration Office not later than the 15th day of the month following that in which the said hours were worked for which contributions were made. Contributions are to be made on the proper forms supplied for this purpose, with the names of the employees, social insurance numbers, dates and hours worked and the company's name from whom the contributions came.

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

PARTICIPATION

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

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CONTINUATION

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

NATIONAL CONTRACTOR

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

TRUST AGREEMENT

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

13.09 The Trustees will be appointed by the provincial Mechanical Contractors Association of NB Inc. and the New Brunswick Pipe Trades Association.

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

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

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

DELINQUENCIES

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

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

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

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

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

ARTICLE 799-14 DURATION AND TERMINATION

14.01 This agreement shall be in full force and effect from the date of signing to and including the 31st day of December 2006, and shall be automatically renewed thereafter for successive periods of twelve (12) months, unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than sixty (60) calendar days and not more than ninety (90) calendar days prior to the expiration date of this agreement or any renewal thereof.

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

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LOCAL 799 SIGNING PAGE

Signed this 19th day of May 2004 in Fredericton, NB

On behalf of UA Local 799 George Estey (signed)

On behalf of the Mechanical Contractors Association of NB

W. A. Dixon (signed)

Paul Young (signed)

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