

# COMBINED COMMERCIAL AGREEMENT

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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

Signed on behalf of the  
NB Pipe Trades Association

James MacDonald (signed)

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## 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 Apprentice shall mean a person who is indentured to the Joint Apprenticeship and Training Committee 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.

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

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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.

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

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### 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 those above the rank of Foreman on salary.

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.

4.03 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 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

5.01 The Employer agrees to give members of the Local Union first preference of employment. UA members of other locals within the province of New Brunswick will be given second preference. When first and second preference persons cannot be supplied by the Union within two (2) full working days, the Employer may hire such qualified persons as may be available. Lay-off of employees shall be carried out in reverse order of the above. 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.

5.02 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.

5.03 The Employer agrees that all members of the Union must maintain their membership in good standing as a condition of employment.

5.04 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.

5.05 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 Local Union or such official as is designated by the Local 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 percent (3%) per month of the total unpaid monies to be remitted shall be assessed against the Employer.

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5.06 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 6 - HIRING AND TERMINATION**

6.01 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 consult with the Local Union with respect to union members available to work. The Employer may select anyone he desires subject only to Article (X.01) of this Agreement. The parties agree that members, not requiring board or travel allowance will be considered in hiring for a project.

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.

However, for projects which are not considered to be new residential construction or service work, 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.

#### **FOR LOCAL 799 ONLY**

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.

6.02 Termination - where employment is terminated by the Employer, the employee shall be given two (2) hours notice. He shall be paid in full, including vacation pay, if any, and given his record of employment and apprenticeship progress record book, if applicable, within two working days. He will be considered to have been paid if the pay and documents have been posted by certified mail, bus or courier within one (1) working day or hand delivered within (2) working days, as described above. Should the employee not be paid as described above, he shall be entitled \$100 per day, until the condition is met.

6.03 Discharge - employees discharged for just cause shall be paid in full within two (2) working days. He will be considered to have been paid if the pay and documents have been posted by certified mail, bus or courier within one (1) working day or hand delivered within (2) working days, as described above.

6.04 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 documents



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have been posted by certified mail, bus or courier within one (1) working day or hand delivered within (2) working days, as described above.

6.05 Should it be necessary to reduce the working force on a project, the Employer shall terminate the employment in the reverse order of the hiring preference as found in Article X.01, 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.

### ARTICLE 7 - WORKTIME

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

7.02 Regular working hours which shall constitute the day shift shall be from 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch from 12:00 Noon to 12:30 p.m., unless mutually agreed otherwise. Regular working hours can also mean a compressed work week of 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 (½) hour for lunch from 12:00 Noon to 12:30 p.m., unless mutually agreed otherwise.

Regular hours may also be adjusted to conform to work schedules imposed by the project owner and will be paid as if they were a day shift.

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

7.04 In the jurisdiction of Local 772 overtime for service work 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 (1½) the regular rate shall prevail.

7.05 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.

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.

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- 7.06 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.
- 7.07 A rest period of eight (8) hours shall prevail between work periods or overtime rates prevail.
- 7.08 All overtime shall be on a strictly voluntary basis.
- 7.09 The Employer may, if hours or shifts are lost during the week on a compressed work week schedule as described in 7.02 above, due to weather, offer the employees the opportunity to make up the time to ensure wages up to a full work week. Such hours worked will not be considered overtime and will be paid at the regular rate of the employee.

### ARTICLE 8 - APPRENTICES

- 8.01 The employment of Apprentices shall be in accordance with the provisions of the Joint Apprenticeship and Training Committee and the New Brunswick Apprenticeship & Occupational Certification Act and any new amendments which may be proclaimed thereof.
- 8.02 The ratio of employment shall be one Apprentice to every one (1) Journeyman employed, While the Local Unions are expected to have sufficient apprentices to maintain this ratio, no new apprentices shall be hired until the Local Union's out-of-work list is exhausted
- It is further agreed that the ratio shall be altered by the Joint Conference Board depending on local conditions.
- 8.03 It is recognized that apprentices who have reached Level 7 as described in Article 9.05 have reached a competency level that would permit them work with only the direction of a Journeyman and not necessarily working directly with a Journeyman.
- 8.04 All Apprentices will maintain progress record books signed by provincial department having jurisdiction indicating that they have passed each period examination and have worked the required hours.

All Apprentices are required to ensure that their progress record book is up to date and shall give their progress record book to the Employer when hired. It will be made available to the Apprentice at any time upon his request. If during a term of employment an Apprentice advances to his next level, the Employer shall notify the Joint Apprenticeship and Training Committee. The Employer shall give the progress book to the Apprentice when his employment is terminated.

- 8.05 Apprentices shall be hired at fifty per cent (50%) of the current Journeyman rate, and shall be increased in the following manner:

Level 1	Hired.,.....	50%
Level 2	900 hours worked,.....	55%
Level 3	1800 hours worked.,.....	60%
Level 4	2700 hours worked,.....	65%

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Level 5	3600 hours worked.....	70%
Level 6	4500 hours worked.....	75%
Level 7	5400 hours worked.....	80%
Level 8	6300 hours worked.....	85%
Level 9	7200 hours worked.....	90%
Completion	Certificate of Qualification successfully completed,.....	100%

8.06 The hours used for credit in determining an apprentice's eligibility shall be all hours worked in the trade and shall also include hours in attendance at trade school.

It is expected that apprentices will attend trade school when scheduled which normally would correspond with hours worked at Level 3 (first years), Level 5 (second year), Level 7 (third year) and Level 9 (fourth year). Apprentices, who fail to achieve the completion of the blocks required for these levels, even though they have the hours worked, will not be allowed to progress more than two Levels without completing these blocks. In no case will an apprentice progress beyond Level 9 without completing the required blocks.

### ARTICLE 9 - MANAGEMENT RIGHTS

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

9.02 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.

9.03 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 10 - RESPONSIBILITIES

10.01 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.

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

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

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

### **ARTICLE 11 - JOINT CONFERENCE BOARD AND LOCAL LABOUR MANAGEMENT COMMITTEE**

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

11.02 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,

11.03 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.

11.04 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 12 - WORK AFTER HOURS**

12.01 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.

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 13 -JOB CONDITIONS**

13.01 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

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to be the responsibility of the General Contractor.

13.02 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.

13.03 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.

13.04 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.

13.05 Where conditions on jobs make it necessary to wear hard hats, they shall be supplied by the Employer (see also Local 772 Appendix Article 1 1.06).

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

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

13.08 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.

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

13.10 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.

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

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

13.13 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.

13.14 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

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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.

13.15 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.

13.16 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.

13.17 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.

13.18 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.

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

13.20 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.

13.21 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.

13.22 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.

13.23 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 14 - JURISDICTIONAL CLAIMS

14.01 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  
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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.

14.02 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.

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

### **ARTICLE 15 - GRIEVANCE AND ARBITRATION**

15.01 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.

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

15.03 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.

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

15.05 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.

15.06 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.

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

15.08 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.

15.09 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.

15.10 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.

15.11 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.

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

15.13 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 16 - MOBILITY

16.01 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,  
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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 17 – SAFETY TRAINING**

17.01 The Employers signatory and working under collective agreements between the parties to this Agreement will contribute an additional ten cents (\$0.10) 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. Effective on signing of this Agreement the parties agree to add First Aid Training to the list safety-related training courses, however, this course will not be mandatory for all members as the other courses.

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 on a regular basis to review progress and to determine the monetary and training requirements of this program.

### **ARTICLE 18 - SAVING CLAUSE**

18.01 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 19 - ENABLING**

19.01 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.

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

EMPLOYERS' CONTRIBUTIONS	UA Locals 512, 772 & 799		ALL LOCALS	
	Mar 26/07	July 1/07	Jan 1/08	Jan 1/09
Basic Hourly Rate	23.40	23.40	24.39	25.38
Vacation Pay (11%)	2.57	2.57	2.68	2.79
Health & Welfare	2.40	2.40	2.55	2.70
Pension	3.00	3.25	3.50	3.75
Training	0.45	0.45	.45	0.45
<b>Subtotal</b>	<b>31.82</b>	<b>32.07</b>	<b>33.57</b>	<b>35.07</b>
Association Industry Fund	0.20	0.20	0.20	0.20
Safety Training Fund	0.10	0.10	0.10	0.10
<b>Total</b>	<b>32.12</b>	<b>32.37</b>	<b>33.87</b>	<b>35.37</b>
<b>UA Local 694</b>				
	<b>Mar 26/07</b>	<b>July 1/07</b>		
Basic Hourly Rate	23.18	23.18		
Vacation Pay (11%)	2.55	2.55		
Health & Welfare	2.40	2.40		
Pension	2.95	3.20		
Training	0.45	0.45		
<b>Subtotal</b>	<b>31.53</b>	<b>31.78</b>		
Association Industry Fund	0.20	0.20		
Safety Training Fund	0.10	0.10		
<b>Total</b>	<b>31.83</b>	<b>32.08</b>		

EMPLOYEES' CONTRIBUTIONS	Local 694	Local 772	Local 512 & 799	All Locals		
	Mar 26/07	Mar 26/07	Mar 26/07	July 1/07	Jan 1/08	Jan 1/09
Pension	\$0.50	\$0.25	0.50	0.50	0.50	0.50
Field Dues (2% of gross)	0.51	0.52	0.52	0.52	0.54	0.56
NB Pipe Trades	0.65	0.65	0.65	0.65	0.65	0.65
<b>Total</b>	<b>\$1.66</b>	<b>\$1.42</b>	<b>1.67</b>	<b>1.67</b>	<b>1.69</b>	<b>1.71</b>

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### LOCAL 512 APPENDIX

#### ARTICLE 512-1 CONTRACTING OUT

1.01 In the event of any plumbing, pipefitting or welding on site work being contracted out, all Employers shall make this collective agreement a part of their agreement with the sub-contractors,

#### ARTICLE 512-2 VACATION & HOLIDAY PAY

2.01 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.

2.02 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.

2.03 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

2.04 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 512-3 RATES OF PAY

3.01 The basic hourly rates of pay for journeymen shall be \$23.40. Effective January 1, 2008 it will increase to \$24.39 and effective January 1, 2009 it will increase to \$25.38.

3.02 The hourly rate of pay for Foremen shall be a minimum of two (\$2) dollars above the journeyman hourly rate of pay. The hourly rate of pay for General Foreman shall be a minimum of three (\$3) dollars above the journeyman hourly rate of pay.

3.03 Should it become necessary to work through the meal period, double time rates shall apply and shall continue until an appropriate meal period is given.

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### ARTICLE 512-4 TIME AND METHOD OF PAY

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

4.02 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.

4.03 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.

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

### ARTICLE 512-5 JOB CONDITIONS

5.01 On all jobs a journeyman shall be appointed as a working foreman when three (3) or more men are employed. After ten (10) are employed there shall be no working foreman. A foreman will not be permitted to be in charge of more than twelve (12) men. On jobs having three (3) or more foremen, a General Foreman shall be appointed from UA Local 512.

5.02 Mechanical contractors from outside the two (2) counties of Gloucester and Restigouche shall class the key man as a Superintendent, This Superintendent shall have a foreman under him from Local 512. The Superintendent shall not be entitled to work with any tools or handling of any material pertaining to plumbing, pipefitting, welding etc. He shall not be allowed to load and/or unload piping, fittings, tanks or equipment of all description.

5.03 The Employer shall provide welding mitts to welders and where required shall provide welding sleeves or capes and bibs with full coverage to the arms, chest and stomach at no charge to the employee. Old mitts, sleeves or capes must be returned to the Employer for replacement.

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### ARTICLE 512-6 UNION STEWARDS AND UNION OFFICERS

6.01 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. .

6.02 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.

6.03 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.

6.04 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 512-7 ROOM, BOARD AND TRAVEL ALLOWANCE

7.01 Effective on signing the following compensation allowance will be paid to the employees by the Employer for each day worked or reported for work.

Zone A	More than 38 kilometers round trip	\$6.90/day
Zone B	More than 57 kilometers round trip	\$10.35/day
Zone C	More than 76 kilometers round trip	\$13.80/day
Zone D	More than 95 kilometers round trip	\$17.25/day
Zone E	More than 114 kilometers round trip	\$20.70/day
Zone F	More than 133 kilometers round trip	\$24.15/day
Zone G	More than 152 kilometers round trip	\$27.60/day

Effective January 1, 2008 the following compensation allowance will be paid to the employees by the Employer for each day worked or reported for work.

Zone A	More than 38 kilometers round trip	\$7.18/day
Zone B	More than 57 kilometers round trip	\$10.76/day
Zone C	More than 76 kilometers round trip	\$14.35/day
Zone D	More than 95 kilometers round trip	\$17.94/day
Zone E	More than 114 kilometers round trip	\$21.53/day

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Zone F	More than 133 kilometers round trip	\$25.12/day
Zone G	More than 152 kilometers round trip	\$28.70/day

Effective on January 1, 2009 the following compensation allowance will be paid to the employees by the Employer for each day worked or reported for work.

Zone A	More than 38 kilometers round trip	\$7.46/day
Zone B	More than 57 kilometers round trip	\$11.19/day
Zone C	More than 76 kilometers round trip	\$14.93/day
Zone D	More than 95 kilometers round trip	\$18.66/day
Zone E	More than 114 kilometers round trip	\$22.39/day
Zone F	More than 133 kilometers round trip	\$26.12/day
Zone G	More than 152 kilometers round trip	\$29.85/day

The travel allowance shall be shown separately on the employees pay stub.

### ARTICLE 512-8 ADMINISTRATION FUNDS

#### MANAGEMENT ADMINISTRATION FUND

8.01 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 512.

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

#### UNION FIELD DUES

8.02 All employees will contribute 2% of gross earnings, including vacation pay, for every hour worked by a journeyman or apprentice under the terms of this Agreement for work performed in the jurisdiction of Local 512. All employees will contribute sixty-five cents (\$0.65) for every hour worked to New Brunswick Pipe Trades.

#### CONTRIBUTIONS

8.03 Contributions for the Management Administration Fund and the Union Field Dues are 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 512 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 512-9 TRUSTEED FUNDS

#### TRAINING FUND

9.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of forty-five cents (\$.45).

#### HEALTH AND WELFARE FUND

9.02 The Employer will contribute to the Provincial Health and Welfare Trust Fund the sum of two dollars and forty cents (\$2.40). Effective January 1, 2008 this contribution will increase to two dollars and fifty-five cents (\$2.55) and on January 1, 2009 it will increase to two dollars and seventy cents (\$2.70).

#### PENSION PLAN FUND

9.03 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. Effective July 1, 2007 this contribution will increase to three dollars and twenty-five cents (\$3.25), on January 1, 2008 it will increase to three dollars and fifty cents (\$3.50) and on January 1, 2009 it will increase to three dollars and seventy-five cents (\$3.75).

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

#### CONTRIBUTIONS

9.04 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

9.05 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

9.06 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

9.07 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

9.08 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.

9.09 The Trustees shall be representative equally of employers and employees and will be appointed under the terms of the Declaration of Trust to which the parties to this Agreement are signatory.

9.10 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.

9.11 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.

9.12 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

9.13 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 512-10 RESIDENTIAL AND SERVICE WORK**

10.01 Residential and Service work shall include all maintenance and repair work and all residential construction. Nothing will be considered service work other than the usual day to day repair of residential and commercial buildings and new residential construction. The basic hourly rate of pay for journeymen shall be two (\$2) dollars less per hour than the Domestic and Commercial rate.

10.03 In remote or isolated areas and where an employee would be required to drive more than forty (40) kilometers from his home to the work site, the Union and Employer may prior to the job commencing mutually agree to establishing appropriate conditions.

10.04 Benefits and other monetary funds for residential and service work shall be paid in accordance with the Domestic and Commercial agreement.

10.05 All rules and regulations shall be in accordance with the Commercial and Domestic agreement.

### **ARTICLE 512-11 DURATION AND TERMINATION**

11.01 This agreement shall be in full force and effect from the 26th day of March, 2007 to and including the 31st day of December 2009, 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.

11.02 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.

COMBINED COMMERCIAL AGREEMENT

**LOCAL 512 SIGNING PAGE**

Signed this 21st day of March 2007 in Fredericton, NB

On behalf of UA Local 512 \_\_\_\_\_

On behalf of the Mechanical Contractors Association of NB  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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## LOCAL 694 APPENDIX

### ARTICLE 694-1 DEFINITIONS AND INTERPRETATIONS

1.01 Commercial Plumbing and Pipefitting means all Plumbing and Pipefitting not covered under the definition of the local Industrial Plumbing and Pipefitting Agreement 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 industry, stores, shopping centres, warehouses and/or buildings that would normally be occupied for Domestic, Commercial and Institutional purposes.

1.02 Job and/or Shop Steward hereinafter called Steward means a working Journeyman who can accept responsibility and speak for the Employees on matters pertaining to the Agreement.

### ARTICLE 694-2 VACATION & HOLIDAY PAY

2.01 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.

2.02 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.

2.03 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

2.04 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 694-3 RATES OF PAY

3.01 The basic hourly rates of pay for journeymen shall be \$23.18. Effective January 1, 2008 it will increase to \$24.39 and effective January 1, 2009 it will increase to \$25.38.

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3.02 The hourly rate of pay for Foremen shall be a minimum of two (\$2) dollars above the journeyman hourly rate of pay. The hourly rate of pay for General Foreman shall be a minimum of three (\$3) dollars above the journeyman hourly rate of pay.

3.03 Any employee working on a swing stage, catwalk, scaffold, ladder or bosun's chair shall be paid fifty (\$.50) cents per hour over the regular rate or over the overtime rate of pay for the first ten (10) feet above fifty (50) feet and ten (\$.10) cents additional for each twenty (20) feet thereafter, or portion thereof. This clause shall only be applied where the man affected is working fifty (50) feet or more above the ground, temporary floor meeting requirements of safety officer of the Department of Advanced Education and Labour, or permanent flooring and shall be computed from whichever is higher.

### **ARTICLE 694-4 TIME AND METHOD OF PAY**

4.01 Wages are to be paid weekly by cash or by cheque.

4.02 All cheques must be negotiable at par at the bank or banks.

4.03 The Employer shall pay each Employee either in cash or cheque every week during the regular hours of work. All deductions must be clearly shown. If paid by cash, the Employee shall be paid on Friday. If paid by cheque, the Employee shall be paid on Thursday. If a holiday should fall on a Friday, then the Employee shall be paid by cheque on Wednesday or cash on Thursday. If cheques fail to arrive in time, then sufficient time or suitable arrangements must be provided to cash same at no expense to the Employee.

4.04 Board, travelling time or any expense incurred in travelling shall not be deducted from the hourly rate of pay.

### **ARTICLE 694-5 JOB CONDITIONS**

5.01 The Employer shall provide welding mitts and flashing glasses to Welders and Pipefitters who are working with Welders at no charge to the Employee. Old mitts and flashing glasses must be returned to the Employer for replacement.

5.02 Items supplied by the Employer shall be charged against the Employee and credited to the Employee on their return. They must be in the same condition as when issued, reasonable wear and tear or accidental breakage excepted.

5.03 A ten-minute break shall be allowed with each four 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. Effort will be made to assure as little disruption of work as possible because of this article. If refreshments and/or food 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 representatives.

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5.04 All machines used for cutting, threading and bending pipe, all power tools, jacks, chain falls, etc. shall be operated by Journeymen or Apprentices, notwithstanding Article 694-2.01 of this Agreement.

Both parties agree that fabrication is a material and substantial part of this Agreement and that all pipe 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 UA or Local Union which are part of this Agreement.

5.05 Pipe hangers and pipe supports which require field dimensions for fabrication will be covered by the terms of this Agreement.

5.06 When piping tool cribs or piping stock rooms are required on piping projects covered under the terms of this Agreement, the Employer agrees to give every consideration to United Association older or handicapped Employees to fill positions in such piping tool cribs and piping stock rooms.

5.07 Journeymen, Pipefitters and Welders actually preparing, installing and welding chrome steel pipe requiring a higher degree of skill, shall be paid an additional twenty-five (\$.25) cents above the hourly rate.

### **ARTICLE 694-6 UNION STEWARDS AND UNION OFFICERS**

6.01 A Steward shall be appointed through the Business Manager or Acting Business Manager of the Local Union.

6.02 A Steward will be appointed by the Business Manager or Acting Business Manager of the Local Union. Written notification of this appointment will be given within twenty-four (24) hours to the Employer. The Steward will represent all the Employees working therein and who fall within the scope of the Agreement. The Steward shall not be discriminated against for carrying out his duties.

6.03 Stewards shall be permitted to perform duties during regular 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 to perform Union duties only with the permission of their immediate supervisor with the understanding that a privilege so granted will not be abused.

6.04 The Business Manager or Acting Business Manager of the Union shall have access to all work on application to the Employer or his representative. Such Business Manager or Acting Business Manager 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 licence 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.

6.05 The Business Managers or Acting Business Managers 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.

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### ARTICLE 694-7 OUT OF AREA WORK

7.01 Employees who are required by the Employer to work out of the home office area from where they cannot return daily shall be paid their full travelling or room and board expenses. Time consumed in travelling at the beginning and at the end of the project shall be paid at the rate of single time. No more than eight (8) hours travelling time shall be paid for in any twenty-four (24) hour period. In the event of the job extending for a prolonged period of time, transportation to the home office or the Employee's home, whichever is closer, is to be provided on the following basis:

Jobs within one hundred (100) miles of home office, once every two weeks.

Jobs over one hundred (100) miles from the home office, but within the Province of New Brunswick, once every month. Jobs outside the Province of New Brunswick, once every six (6) months.

These interim trips will be taken outside the regular working hours and will not be paid for by the Employer.

7.02 Instead of paying full travelling or room and board expenses, the Employer can, on Commercial and Domestic Projects, choose to pay an allowance of \$4.00 per hour worked for a maximum of eight (8) hours per day and five (5) days per week.

7.03 When an Employee is asked to work ten (10) miles beyond the Greater Moncton area (Moncton, Riverview, and Dieppe) from where he will return daily, he shall receive his transportation in one of the following ways:

(a) Where transportation is supplied by the Employer, the men shall leave for the job site thirty (30) minutes before and return from the job site thirty (30) minutes after the regular working hours in accordance with the provisions of the working hours clause.

(b) Where the Employee is required to provide his own transportation, each workman shall receive mileage at the rate of thirty (\$.30) cents per mile, but will travel on his own time and work the regular working hours in accordance with the provisions of the working hours clause.

7.04 If the Employee is hired at the job site, Articles 10.01, 10.02 and 10.03 do not apply.

7.05 All expenses for room and board and travelling shall be paid by separate cheque.

### ARTICLE 694-8 ADMINISTRATION FUNDS

#### MANAGEMENT ADMINISTRATION FUND

8.01 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 772.

## COMBINED COMMERCIAL AGREEMENT

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

### UNION FIELD DUES

8.02 All employees will contribute two per cent (2%) of the journeyman's straight time rate for each hour worked, All employees will contribute sixty-five cents (\$0.65) for every hour worked to NB Pipe Trades.

### CONTRIBUTIONS

8.03 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 694 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 694-9 TRUSTEED FUNDS

### TRAINING FUND

9.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of forty-five cents (\$.45).

### HEALTH AND WELFARE FUND

9.02 The Employer will contribute to the Provincial Health and Welfare Trust Fund the sum of two dollars and forty cents (\$2.40). Effective January 1, 2008 this contribution will increase to two dollars and fifty-five cents (\$2.55) and on January 1, 2009 it will increase to two dollars and seventy cents (\$2.70).

### PENSION FUND

9.03 The Employer will contribute to the Pension Plan Trust Fund the sum of two dollars and ninety-five cents (\$2.95) for each hour worked by each employee employed as a Journeyman. Effective July 1, 2007 this contribution will increase to three dollars and twenty cents (\$3.20), effective January 1, 2008 this contribution will increase to three dollars and fifty cents (\$3.50) and on January 1, 2009 it will increase to three dollars and seventy-five cents (\$3.75).

The Employer will contribute to the Pension Plan Trust Fund for each hour worked by each Employee employed as an Apprentice an amount of sixty-five (65%) of the amount contributed for each hour worked by a Journeyman.

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



## COMBINED COMMERCIAL AGREEMENT

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### CONTRIBUTIONS

9.04 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

9.05 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.

### CONTINUATION

9.06 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

9.07 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

9.08 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,

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

9.10 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.

## COMBINED COMMERCIAL AGREEMENT

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9.11 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.

9.12 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**

9.13 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.

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 694-10 DURATION AND TERMINATION**

10.01 This agreement shall be in full force and effect from the 26<sup>th</sup> day of March 2007 to and including the 31<sup>st</sup> day of December 2009, 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.

10.02 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.

## COMBINED COMMERCIAL AGREEMENT

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### RESIDENTIAL APPENDIX

A. The Employer and the Union agree that this Appendix shall be appended to the Local 694 Commercial Agreement, hereinafter called "the Agreement", and to any subsequent amendments to this Agreement and shall itself be amended from time to time. This Appendix will only apply to Employers and their employees who are performing new residential construction and water heater installation and repair.

B. New residential construction is defined as and limited to work involving new construction of up to and including four-unit apartment buildings. Water heater installation and repair is defined as and limited to work contained in the definition of new residential construction as well as work performed under a contract to NB Power.

C. The Employer and the Union agree all Articles of the Agreement shall be in force except as specifically noted in this Appendix.

D. This Appendix shall come into force on May 20, 1994 and shall remain unless either party gives the other ninety (90) days notice in writing of its desire to terminate this Appendix.

E. The hourly rate of pay of a journeyman for work performed under this Appendix shall be \$16.42 per hour worked.

F. The hourly rate for those employed as apprentices under this Appendix shall be as follows:

0 to 2000 hours	- \$9.00 per hour worked
2001 to 4000 hours	- \$10.00 per hour worked
4000 to 6000 hours	- \$12.31 per hour worked
6000 to 8000 hours	- \$13.95 per hour worked

G. The Employer agrees to pay seven per cent (7%) vacation pay based on the hourly wage of the Employee.

H. Overtime work shall be paid for at the regular rate of pay up to three (3) hours per day, after three (3) hours overtime shall be paid at the rate of one and one half times (1 1/2) the regular hourly rate. Notwithstanding the above any hours worked by an employee in excess of fifty (50) hours in any one week shall be paid at the rate of one and one half times (1 1/2) the regular hourly rate.

I. Unless supplied by the Employer, the Employee is responsible for his own transportation to and from the work site.

Hiring under this agreement shall be from the Local 694's out of work list. The Employer shall have name hire from the out of work list. Should an Employer wish to transfer employees, normally employed by the Employer under the Commercial Agreement, to work covered under this Appendix 'A', the full commercial rate shall be in effect for all transfers.

## COMBINED COMMERCIAL AGREEMENT

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UA Local 694 shall have 48 hours to provide manpower. Should no Local 694 member be available after time, the Employer may hire whoever is qualified providing:

- (1) The Business Manger is notified,
- (2) The person hired meets Local 694's qualifications for membership, and
- (3) The employee in question desires membership in Local 694.

The Employee, so hired, shall work on a probationary basis for 30 working days, at which point, his case will be reviewed for membership in Local 694. During his probationary period he will be paid the full rates and benefits entitled to a member of Local 694 with the same qualifications.

K. Employees shall not be transferred to work under the terms of Appendix or back to work covered under the Agreement unless the Business Manager of the Local Union has been notified. Failure to provide this notification will result in the obligation to pay for all hours worked by the employee under the provisions of the Agreement.

L By mutual consent of the Employer and the Business Manager the starting and quitting time of a normal established workday of eight (8) hours may be changed. This consent shall not unreasonably be withheld.

M. The crew size shall be the number of men required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

N. The Employer will contribute to a Health and Welfare Trust Fund one dollar and eighty-one cents (\$1.81) for each hour worked by each Employee.

O. The Employer will contribute the sum of one dollar and fifty cents (\$1.50) to the Pension Plan Trust Fund for each hour worked by each Employee employed as a Journeyman. The Employer will contribute to the Pension Plan Trust Fund for each hour worked by each Employee employed as an Apprentice an amount equal to sixty-five percent (65%) of the amount contributed for each hour worked by a Journeyman. For the duration of this Agreement this amount shall be ninety-seven cents (\$0.97).

P. The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Trust Fund the sum of thirty-one (\$.31) cents for each hour worked by each Employee.

Q. The Employer will contribute twenty cents (\$0.20) to the Management Administration and Industrial Promotion Fund for every hour worked by a Journeyman or Apprentice under the terms of this Appendix

R. The Employer will deduct from the Employees' wages for the Pension Plan Trust Fund an amount equal to fifty cents (\$0.50) for each hour worked by the employee.

S. The Employer will deduct from the Employees' wages for the Administration Fund, an amount equal to two (2%) percent of the journeyman's straight time rate.

## COMBINED COMMERCIAL AGREEMENT

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T. The Employer will deduct from the Employee's wages the sum of fifty cents (\$0.50) for the NB Pipe Trades Fund and the sum of five cents (\$0.05) for the NB Building Trades Fund for every hour worked by the Employee.

U. Payment of wages and remittances of funds shall be in accordance with the Agreement

### Residential Wage Package for a Journeyman

January 1, 2003 to December 31, 2003									
	Hourly Wage	Vacation Pay	Group Insurance	Pension	Training Fund	Industry Fund	Admin Fund	NB Pipe Trade	NB Bldg Trade
Employer	16.42	1.15	1.81	1.50	0.31	0.16			
Employee				0.50			2% of gross	0.50	0.05

TOTAL EMPLOYEE HOURLY RATE                    \$21.19  
TOTAL PAID BY EMPLOYER                            \$21.35

## COMBINED COMMERCIAL AGREEMENT

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### MEMORANDUM OF UNDERSTANDING

FROM: United Association Local Union 694  
TO: Mechanical Contractors Association of NB Inc.  
RE: Enabling of Appendix A, Article B

During the most recent negotiations for the renewal of the Collective Agreement covering Commercial work in the Local 694 jurisdiction we discussed ways to increase market share in the area of multiple unit residential complexes. With the understanding that Appendix A to the above agreement is in place to cover residential work we, UA Local 694, do hereby agree to invoke the use of Article 27 of the Collective Agreement, to enable, until further notice, the expansion of the definition of residential construction as found in Article B of the aforementioned Appendix A.

The expanded definition would not limit the Appendix to construction of four-unit apartments but would include all apartment buildings provided they are being constructed for private residential purposes. The definition will not be extended to cover institutional dwellings such as nursing homes and senior citizens complexes.

Contractors wishing to use this expanded definition when tendering a project are required to notify the Business Manager at least 48 hours in advance of the tender closing.

Signed and Dated 28th day of January, 1999  
Brad Brinston  
Business Manager  
UA Local 694

COMBINED COMMERCIAL AGREEMENT

**LOCAL 694 SIGNING PAGE**

Signed this 21<sup>st</sup> day of March 2007 in Fredericton, NB

On behalf of UA Local 694

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On behalf of the Mechanical Contractors Association of NB

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# COMBINED COMMERCIAL AGREEMENT

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## LOCAL 772 APPENDIX

### ARTICLE 772-1 APPLICATION

1.01 This agreement shall apply to all commercial plumbing and pipe fitting service work in the jurisdiction of Local 772.

### ARTICLE 772-2 DEFINITIONS AND INTERPRETATIONS

2.03 Industrial maintenance means all plumbing and pipe fitting 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.

2.04 Service work shall include all maintenance and repair work of commercial and residential developments, It shall not include pneumatic work. Residential includes new construction of houses and apartment buildings.

### ARTICLE 772-3 RECOGNITION

3.01 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 772-4 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 772-5 VACATION & HOLIDAY PAY

5.01 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.



## COMBINED COMMERCIAL AGREEMENT

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5.02 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.

5.03 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

5.04 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 772-6 RATES OF PAY**

6.01 The basic hourly rates of pay for journeymen shall be \$23.40. Effective January 1, 2008 it will increase to \$24.39 and effective January 1, 2009 it will increase to \$25.38.

6.02 Service work are those as defined in Article 3.12 and Article 772-2.04. Residential projects are those as defined in Article 772-2.04. The basic hourly rates of pay for journeymen shall be \$21.06. Effective January 1, 2008 it will increase to \$21.95 and effective January 1, 2009 it will increase to \$22.84

6.03 The hourly rate of pay for Foremen shall be a minimum of two (\$2) dollars above the journeyman hourly rate of pay, The hourly rate of pay for General Foreman shall be a minimum of three (\$3) dollars above the journeyman hourly rate of pay.

6.04 Benefits and contributions for all categories of work shall be paid in accordance with Articles 772-11 and 772-12 of this Agreement.

Vacation pay will be at the rate as described in Article 772-5.01

### **ARTICLE 772-7 TIME AND METHOD OF PAY**

7.01 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.

## COMBINED COMMERCIAL AGREEMENT

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

7.02 The pay period shall correspond to a consistent pay week being Sunday through Saturday,

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

7.04 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 772-8      JOB CONDITIONS**

8.01 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.

8.02 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.

8.03 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

8.04 Where the word "shop" is used, it shall be deemed or defined as a pipe fabrication shop under an agreement with the UA or Local Union which are part of this Agreement provided that such shops are

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## COMBINED COMMERCIAL AGREEMENT

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available within a reasonable distance of the job site. When not available, eight (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.

8.05 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.

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

### **ARTICLE 772-9 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 772-10 OUT OF AREA WORK**

10.01 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.

## COMBINED COMMERCIAL AGREEMENT

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10.02 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 sixty-one dollars and sixty cents (\$60.00) per day worked for a distance of over eighty (80) kilometers from the employee's residence to the job site for all work performed under this agreement. Effective July 1, 2007 this amount shall increase to sixty-five dollars (\$65.00), January 1, 2008 this amount shall increase to seventy dollars (\$70.00) and effective January 1, 2009 it shall increase to seventy-five dollars (\$75.00).

Should the Employer and employee mutually agree, and it does not disadvantage the employee, the compensation paid under this article can be waived by the employee and can be substituted with the Employer providing room, board and travel arrangements, providing such arrangements are satisfactory to the employee.

### **ARTICLE 772-11 ADMINISTRATION FUNDS**

#### **MANAGEMENT ADMINISTRATION FUND**

11.01 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 772.

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

#### **UNION FIELD DUES**

11.02 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**

11.03 Contributions for the Management Administration Fund and the Union Field Dues are 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 772 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 772-12 TRUSTEED FUNDS**

#### **TRAINING FUND**

12.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of forty-five cents (\$.45).

#### **HEALTH AND WELFARE FUND**

12.02 The Employer will contribute to the Provincial Health and Welfare Trust Fund the sum of two dollars and forty cents (\$2.40). Effective January 1, 2008 this contribution will increase to two dollars and fifty-five cents (\$2.55) and on January 1, 2009 it will increase to two dollars and seventy cents (\$2.70).

#### **PENSION PLAN FUND**

12.03 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. Effective July 1, 2007 this contribution will increase to three dollars and twenty-five cents (\$3.25), on January 1, 2008 it will increase to three dollars and fifty cents (\$3.50) and on January 1, 2009 it will increase to three dollars and seventy-five cents (\$3.75).

The employee will contribute to the Pension Plan the sum of twenty-five cents (\$0.25) for each hour worked. Effective July 1, 2007 the employee will contribute to the Pension Plan the sum of fifty cents (\$0.50) for each hour worked

#### **CONTRIBUTIONS**

12.04 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**

12.05 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.

#### **CONTINUATION**

## COMBINED COMMERCIAL AGREEMENT

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12.06 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**

12.07 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**

12.08 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.

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

12.10 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.

12.11 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.

12.12 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**

12.13 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.

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

## COMBINED COMMERCIAL AGREEMENT

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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 772-13      UNION DUES**

13.01 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  
PO Box 910, Station A  
Fredericton, NB, E3B 5B4

### **ARTICLE 772-14      DURATION AND TERMINATION**

14.01 This agreement shall be in full force and effect from the 26<sup>th</sup> day of March 2007, to and including, the 31<sup>st</sup> day of December 2009, 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.

COMBINED COMMERCIAL AGREEMENT

**LOCAL 772 SIGNING PAGE**

Signed this 21<sup>st</sup> day of March 2007 in Fredericton, NB

On behalf of UA Local 772

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On behalf of the Mechanical Contractors Association of NB

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# COMBINED COMMERCIAL AGREEMENT

## 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 VACATION & HOLIDAY PAY

2.01 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.

2.02 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.

2.03 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

2.04 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 799-3 RATES OF PAY

3.01 The basic hourly rates of pay for journeymen shall be \$23.40. Effective January 1, 2008 it will increase to \$24.39 and effective January 1, 2009 it will increase to \$25.38.

3.03 The hourly rate of pay for Foremen shall be a minimum of two (\$2) dollars above the journeyman hourly rate of pay. The hourly rate of pay for General Foreman shall be a minimum of three (\$3) dollars

## COMBINED COMMERCIAL AGREEMENT

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above the journeyman hourly rate of pay.

3.04 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 799-4 TIME AND METHOD OF PAY**

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

4.02 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.

4.03 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.

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

### **ARTICLE 799-5 JOB CONDITIONS**

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

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

5.03 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.

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

5.05 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.

## COMBINED COMMERCIAL AGREEMENT

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### **ARTICLE 799-6 UNION STEWARDS AND UNION OFFICERS**

6.01 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.

6.02 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.

6.03 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.

6.04 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 799-7 OUT OF AREA WORK - ROOM, BOARD AND TRAVEL**

7.01 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

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

7.03 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.

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

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

## COMBINED COMMERCIAL AGREEMENT

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### ARTICLE 799-8 ADMINISTRATION FUNDS

#### MANAGEMENT ADMINISTRATION FUND

8.01 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

8.02 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

8.03 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.

### ARTICLE 799-9 TRUSTEED FUNDS

#### TRAINING FUND

9.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of forty-five cents (\$.45).

#### HEALTH AND WELFARE FUND

9.02 The Employer will contribute to the Provincial Health and Welfare Trust Fund the sum of two dollars and forty cents (\$2.40). Effective January 1, 2008 this contribution will increase to two dollars and fifty-five cents (\$2.55) and on January 1, 2009 it will increase to two dollars and seventy cents (\$2.70).

#### PENSION PLAN FUND

9.03 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. Effective July 1, 2007 this contribution

## COMBINED COMMERCIAL AGREEMENT

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will increase to three dollars and twenty-five cents (\$3.25), on January 1, 2008 it will increase to three dollars and fifty cents (\$3.50) and on January 1, 2009 it will increase to three dollars and seventy-five cents (\$3.75).

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

### **CONTRIBUTIONS**

9.04 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**

9.05 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.

### **CONTINUATION**

9.06 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**

9.07 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**

9.08 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.

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

## COMBINED COMMERCIAL AGREEMENT

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9.10 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.

9.11 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.

9.12 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**

9.13 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.

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 799-10 DURATION AND TERMINATION**

10.01 This agreement shall be in full force and effect from the 26<sup>th</sup> day of March 2007 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.

10.02 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  
COMBINED COMMERCIAL AGREEMENT 2007-2009 - LOCAL 799 APPENDIX

## COMBINED COMMERCIAL AGREEMENT

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provision that this agreement may be further extended from time to time by mutual consent by the parties hereto.

# COMBINED COMMERCIAL AGREEMENT

## LOCAL 799 SIGNING PAGE

Signed this 21<sup>st</sup> day of March in Fredericton, NB

On behalf of UA Local 799

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On behalf of the Mechanical Contractors Association of NB

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