



## Memorandum of Agreement



Between Local 325 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada hereinafter call “the union”, and

The Mechanical Contractors Association of NB inc. hereinafter call “the employer”

### Appendix E Residential

A. The Employer and the Union agree that this Appendix ‘E’ shall be appended to the Local 325 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 “E” will only apply to employers and their employees who are performing new residential construction, as defined below.

B. New residential construction is defined as and limited to work involving new construction of single or double unit residences and multi unit apartment buildings provided they are being constructed primarily for private residential purposes. When a question arises about the applicability of this definition to a project a discussion between the Association and the Union shall occur to arrive at a mutually agreeable conclusion.

C. The employer and the union agree all articles of the Agreement shall be in force unless they are amended by this Appendix.

D. This Appendix shall come into force on October 22, 2012 and shall remain in effect until December 31, 2013. Prior to this date the parties agree to meet to discuss the continuation of this Appendix beyond that date. During 2013 the parties will review the operation of this Appendix on a monthly basis as an agenda item at the Joint Conference Board

E. The hourly rate of pay of an apprentice for work performed under this Appendix shall be the applicable percentage indicated in the table below of the journeyman rate found in N.

Level 1	Hired	50%
Level 2	900 Hours Worked	55%
Level 3	1800 Hours Worked	60%
Level 4	2700 Hours Worked	65%
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%
Certificate of Qualification issued		100%

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

- H. The Employer will contribute to the NB Pipe Trades Health and Welfare Trust Fund the sum of three dollars and five cents (\$3.05) for each hour worked by each employee.
- I. The Employer will contribute to the Pension Plan Trust Fund the sum two dollars and fifty cents (\$2.50) for each hour worked by each employee.
- J. The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Trust Fund the sum of twenty cents (\$0.20) for each hour worked by each Employee.
- K. The Employer shall 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 the Appendix.
- L. The Employer will deduct from the Employees wages for the Administration Fund, and amount equal to one percent (1%) of the Employee's straight time rate.
- M. The Employer will deduct from the Employee's wages the sum of five cents (\$0.05) 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.
- N. Payment of wages and remittances of funds shall be in accordance with the Agreement.

Residential Wage Package for Journeyman: until December 31, 2013

<b>Journeymen</b>	
Basic Hourly Rate	\$21.06
Vacation Pay (7%)	1.47
Wage Total	\$22.53
Health & Welfare Trust Fund	3.05
Pension Trust Fund	2.50
Training Trust Fund	0.20
Subtotal	\$28.28
Association Industry Fund	0.20
<b>Total Employer Contribution</b>	<b>\$28.48</b>
Union Administration Fund (1% of gross)	\$0.23
NB Pipe Trades	0.05
NB Building Trades	0.05
<b>Total Employee Contribution</b>	<b>\$0.34</b>

O. 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, however this 8-hour day may staggered provided it does not start before 6:00 am or end after 6:30 pm.

P. In a regular working day as described in (O) above an Employee may work an additional 2-hours at his regular hourly straight time rate, however, this is not to be taken as a provision to implement a 10-hour shift but to accommodate emergency or unusual circumstances

On a Saturday or Sunday hours worked shall be paid at one and one-half times (1.5X) the Employee's regular hourly rate, while hours worked on a Statutory Holiday, as found in the Agreement shall be paid at two times (2X) the Employee's regular hourly rate.

Q. If Employees covered under this Appendix are required to live away from their normal residence all expenses for room and meals shall be paid by the Employer.

If an Employee is required to travel to a work site, and transportation is not supplied by the Employer, the Employer shall calculate the distance in excess of fifty kilometers from the Employee's residence to the job site and the distance in excess of fifty kilometers from the Employers' main location to the job site. The allowance of \$0.35 per kilometer shall be paid to the Employee on the lesser of the two distances.

R. The Employer shall name hire all Employees to work under this Appendix from a list of Residential Workers maintained by the Union. Union members not on the Residential Workers List may be hired but must agree to work under the conditions described in this Appendix. In special circumstances the Employer may consult with the Business Manager in hiring an Employee, not on the Residential Worker List nor otherwise a member of the Union. Such Employee hired must agree to become a member of the Union and be placed on the Residential Worker List.

Members of the Union, not on the Residential Worker List, may also be hired, or transferred by the Employer, provided they are agreeing to work under the terms of this Appendix.

All Employees working under the terms of this Appendix may be transferred to other jobs being done under this Appendix at the sole discretion of the Employer.

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Signed this \_\_\_\_\_ of October, 2012

For United Association Local 325

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For Mechanical Contractors Association of NB Inc.

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