

NEW BRUNSWICK

REFRIGERATION

AGREEMENT

BETWEEN

The Mechanical Contractors Association of N. B. Inc.,
hereinafter called the Employer,

OF THE FIRST PART:

AND

Local Union 325 of the United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the United States and Canada,
hereinafter called the Union,

OF THE SECOND PART:

November 2, 2015 to October 31, 2018

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ARTICLE 1 PURPOSE

1.01 The purpose at this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, and orderly collective bargaining.

1.02 In the interest of the promotion of peace within the industry and the elimination of interruptions of work, the contractor and Union signatory of this Agreement, and the Employees will abide by and observe the terms and conditions of this collective Agreement.

ARTICLE 2 DEFINITIONS

2.01 "Association" when used herein shall mean the Mechanical Contractors Association of N. B. Inc., in its capacity as accredited bargaining agent pursuant to the order of the Industrial Relations Board, Construction Division dated May 24, 1973.

2.02 "Union" when used herein shall mean Local 325 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

2.03 "Employer" when used herein shall mean an Employer in the unit of Employers represented by the Association pursuant to the Industrial Relations Act, being chapter 1-5 R.S.N.B., 1973 and amendments thereto of the Acts of the Province of New Brunswick 1971, and such other employers who may subsequently become bound by this Agreement by virtue of the provisions of the said Act.

2.04 "Employee" when used herein shall mean an Employee of an Employer for whom the Union has or at any time in the future shall have bargaining rights whether by certification or voluntary recognition.

2.05 "Journeyman" when used herein shall mean any Employee who, by virtue of his experience, has been recognized by the Apprenticeship & Occupational Certification Act of the Province of New Brunswick and issued a license permitting him to work in the Refrigeration and Air Conditioning Industry.

 "Apprentice" means an Employee who is indentured in the Refrigeration and Air Conditioning construction trade as specified by the New Brunswick Apprenticeship and Occupational Certification Act.

ARTICLE 3 RECOGNITION

3.01 The Employer recognizes the Union as the sole bargaining agent within the Union's jurisdiction for the following classification of Employees: (A) Journeyman and (B) Apprentice.

3.02 Local 325 recognizes the Mechanical Contractors Association as the sole bargaining agent for the Employers. No conditions of work, different from the conditions set out in this agreement, will be maintained or continued, sought, instituted, or condoned by the Union or the Employer.

3.03 This Collective Agreement is applicable to all work performed within the jurisdiction of the Local Union.

ARTICLE 4 NO STRIKES OR LOCKOUTS

4.01 The Union agrees that there will be no strikes as defined by the Industrial Relations Act of the Province of New Brunswick during the life of this Agreement.

4.02 The Employer agrees that there will be no lockouts as defined by the Industrial Relations Act of the Province of New Brunswick during the life of this Agreement.

4.03 Any misunderstanding regarding the intent of any clause in this Collective Agreement and provisions herein, may be submitted to the Provincial UA/MCA Joint Conference Board for a determination and interpretation of the intent of any article or sub-article of this collective Agreement. Their decision will be final and binding.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage its business in all its aspects, without restriction except where inconsistent with the terms of this Agreement and without limiting the generality of the foregoing, has the following rights and powers:

- A. To hire, direct, promote, demote and lay off, to discipline and discharge Employees for just and sufficient cause.
- B. To organize its work; and the right to allocate the work force.
- C. To determine reasonable rules and regulations that are to be observed by Employees, which may be posted for all Employees to read. Employees shall not be required to sign such articles as a condition of employment. Rules and regulations shall be communicated to the Business Manager.

5.02 Nothing in this Article shall be deemed to deny an Employee's rights to grieve under the terms of this Collective Agreement.

ARTICLE 6 UNION SECURITY

6.01 The Union shall furnish journeymen and apprentices insofar as possible. All workmen so furnished will be hired from Local 325.

If the Employer requests men from Local 325, the Local will notify the Employer within two (2) working days of the availability, the quantity and qualifications of the requested men.

Local men will report for work no later than the morning of the third (3rd) working day from the above request.

6.02 The Employer agrees that Employees employed within categories covered by the terms of this Collective Agreement shall be required as a condition of employment to become and remain members of the Union.

6.04 Any Employee who resigns his membership in the Union, will be deemed to have voluntarily separated and his employment will be terminated.

6.05 The Employer agrees to deduct from the last pay period of each month, the amount certified by the Union as dues to cover the following month.

6.06 Should the Employee be newly joining the Union, the Employer agrees to deduct the initiation fee in the amount that has been certified as the then current fee in the Union. The signature of the Employee on the proper form will authorize such deduction. If the Union agrees, such initiation fees may be deducted in weekly installments.

6.07 The Employer shall remit any amount so deducted to the Business Manager and/or Financial Secretary of the Union no later than the fifteenth (15th) day of each month, together with a list of all Employees on whose behalf such deductions have been made.

6.08 The Employer shall not discriminate against any Employee by reason of his membership in the Union and/or his participation in its lawful activity. The parties agree that this Collective Agreement is subject to the provisions the Human Rights Act and the Industrial Relations Act in force in the Province of New Brunswick.

6.09 Errors in the Employee's weekly pay cheque will be corrected on the next week's pay cheque if the error is less than \$30.00. It will be corrected within one (1) working day when it is above that amount

ARTICLE 7 UNION REPRESENTATION

7.01 The Business Manager shall be allowed reasonable access to shops and job sites during working hours. The Business Manager shall not disturb Employees at work or call Union meetings during working hours.

7.02 Each job or shop may have a Steward appointed by the Business Manager of the Union from among the Employees. The Union shall inform The Employer of the name of the official Steward. The Steward shall be allowed to present grievances during working

hours without loss of pay. The Steward shall be the second from last journeyman laid off.

7.03 The Union agrees that the Shop Steward shall conduct himself in accordance with the duties and responsibilities outlined the Handbook of Shop Steward promulgated from time to time by the R. I. S. M. A.

ARTICLE 8 GRIEVANCE AND ARBITRATION

8.01 Where there is a grievance by an Employee, the same shall be made in writing to the Steward within three (3) days of the occurrence. The Steward shall take the grievance up with the immediate supervisor of the aggrieved Employee.

8.02 An answer shall be given no later than the commencement of the shift on the day following the presentation of the grievance by the Steward.

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

8.04 The Superintendent shall render his decision within twenty-four (24) hours of being presented with the grievance.

8.05 The Local Union shall be entitled to submit a grievance in writing directly to the Superintendent of the Employer, or the senior official of the Employer on the project, who shall render a decision not later than twenty-four (24) hours following the presentation of the grievance to him.

8.06 The Employer, or his representative, shall be entitled to submit a grievance in writing directly to the Local Union. The Union shall render their decision not later than twenty-four (24) hours following the presentation of the grievance to them.

8.07 Failing settlement of any grievance it shall be subject to Arbitration in accordance with the following clauses.

8.08 The grievance shall be referred to the Joint Conference Board which will be required to hear the grievance and give an answer within forty-eight (48) hours of receiving the grievance. Should the grieving party not be satisfied with the results of this, the procedure will be as follows.

8.09 There shall be a group of Arbitrators within the areas of each Local Union which have agreed to act in this capacity under the terms of this agreement.

8.10 The Arbitrator shall hold a hearing within four (4) days after the grievance is submitted to him and shall render his decision 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.

8.11 It is understood and agreed in the application of this article that there is no power in the participants to any 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 that shall be binding on the parties. The Arbitrator shall have no power to add to, subtract from or modify the terms of this agreement.

8.12 The costs of the arbitrator shall be borne equally by the parties thereto

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

Saturdays, Sundays and Holidays shall be excluded in computing the time allowed.

ARTICLE 9 HOURS OF WORK

9.01 The regular workweek shall be five (5) days, Monday to Friday, of eight (8) hours each. The regular hours of work shall be 8:00 a.m. to 12:00 Noon; 12:30 p.m. to 4:30 p.m. If agreed upon by the Employer and a simple majority of the Employees, the lunch period may be from 12:00 Noon to 1:00 p.m. with quitting time at 5:00 p.m. or from 8:30 a.m. to 5:30 p.m. with one hour for lunch.

9.02 All Employees shall be at their places of work with their tools at the starting time of their shift. All travel time, before and after an employee's regular hours of work, shall be paid at the straight time rate of pay.

9.03 Journeymen shall install all refrigeration and air-conditioning work in accordance with Municipal Rule, Code Requirements, contract specifications, in safe and workmanlike manner.

9.04(a) The Union shall not supply members to any company or Employer who is not a party to this Agreement.

9.04(b) No Employee shall work for another Employer or do refrigeration or air-conditioning work on his own account while in the employ of the Employer.

9.05 The Employer shall be responsible to provide for and exercise proper supervision to guide and direct the working force. On each job employing four (4) men, one man will be a foreman who will be permitted to work with the tools. After eight (8) men, including the foreman, there shall be no working foreman. Any additional foreman will be at the absolute discretion of the Employer.

9.07 Employees who have worked more than ten (10) hours shall be entitled to a hot meal, supplied by the employer, or an allowance of \$15.00. He shall also be entitled to the same every four (4) hours thereafter.

9.08 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 applicable 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.

ARTICLE 10 RATES OF PAY AND OVERTIME (JOURNEYMEN)

10.01 The hourly rate of pay for a journeyman doing industrial refrigeration work shall be \$37.70 per hour worked. Effective November 7, 2016 he hourly rate of pay shall be \$38.51 per hour worked. Effective November 6, 2017 he hourly rate of pay shall be \$39.36 per hour worked

Industrial Refrigeration being defined as work which is done under the Canadian Standards Association (CSA) Code B52 Refrigerant Group B2 R717

10.02 The hourly rate of pay for a journeyman doing commercial refrigeration and HVAC work shall be \$28.26 per hour worked. Effective November 7, 2016 he hourly rate of pay shall be \$28.67 per hour worked. Effective November 6, 2017 he hourly rate of pay shall be \$29.11 per hour worked

Employees having, in addition to their HVAC certification, a G1 Gas License shall be paid an additional \$1.25 per hour and those having an Oil Burner or G2 Gas License shall be paid an additional \$0.50.

10.03 Employees doing industrial work shall be paid one and one half (1.5) times the applicable hourly rate for all hours worked in excess their regular hours of work in a day. Work on Saturday, Sunday or a Holiday shall be paid at on and one-half (1.5) times the applicable hourly rate.

Employees doing service work shall be paid one and one-half (1.5) times the applicable hourly rate for all hours worked in excess of the regular hours worked in a day, except for the first hour, which shall be at straight time rates. Work on Saturday, Sunday shall be paid at on and one-half (1.5) times the applicable hourly rate. Work on a Holiday shall be paid at two (2) times the applicable hourly rate. Hours spent traveling, either as a result of a call out, or are in excess of a regular eight hour day, shall be paid at one and one-half (1.5) times the applicable rates, but shall not be considered as time worked in calculating hours worked in a day.

Overtime hours are those hours which are scheduled by the Employer or are required to meet customer requests and are outside of the regular workday.

10.04 Foreman rate shall be two dollars (\$2.00) per hour above applicable base Journeyman rate. General Foreman rate shall be three dollars (\$3.00) per hour above applicable Journeyman rate.

10.05 Employees who are included in an "on call" rotation schedule shall be paid an additional seventy-five cents (\$0.75) for all hours worked.

10.06 Wages owing an Employee shall be paid on Thursday of each week on the job site not later than 2:30 p.m. The cheque or pay envelope shall show the gross, the net, all sources of income, i.e., regular hours, premiums, overtime, vacation pay, board, travel allowances, etc., and all deductions, i.e. income tax, CPP, EI, dues, etc., for the pay period.

If the pay cheque is not available on Thursday, the Employee may be paid in cash on Friday or by cheque; if by cheque, he shall be given one (1) hour off with pay to allow him to cash the cheque.

Cheques shall be negotiable at any chartered bank in New Brunswick without charge to the Employee.

If the regular payday or the day after is a holiday, then the pay shall be one day earlier.

10.07 Where employment is terminated by the Employer, except in cases of disciplinary termination, the Employee shall be given at least two (2) hours notice during which time the Employee shall maintain his current work activity or return Company equipment to stores, whichever is required by the Employer.

The Employee shall be paid his regular hourly rate during the two (2) hour period.

10.08 When Employees are laid off; they shall be given their wages and EI Record of Employment within two (2) working days of when they were laid off.

10.09 Where employment is terminated by the Employee, he shall give sixteen (16) working hours notice in order to receive his earned wages in full, vacation pay, if any, and his EI Record of Employment on the same day.

10.10 Except in case of emergency or in circumstances beyond the control of the Employer, the Business Manager and the Shop steward shall be notified twenty-four (24) hours in advance of the scheduled lay-off.

ARTICLE 11 EXPENSES

11.01 It is recognized that from time to time employees are required to pay expenses using their own funds. Such expenses are to be submitted to the Employer, with receipts, on a weekly basis and employees will be reimbursed within two (2) weeks.

ARTICLE 12 BREAK PERIODS

12.01 All Employees shall be entitled to a ten (10) minute break in the first and second half-shift occurring in accordance with operation requirements and in a manner and place specified by the Employer, but close to the mid-point of each half-shift.

ARTICLE 13 APPRENTICES

13.01 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.

13.02 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.

13.03 It is recognized that apprentices who have reached Level 7 as described in Article 13.05 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.

13.04 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.

13.05 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% |
| 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%

13.06 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 14 VACATION PAY

14.01 Vacation Pay 10% of gross earnings, and 1% in lieu of all paid holidays.

14.02 All necessary vacation pay deductions will be shown on the Employees weekly pay cheque.

ARTICLE 15 BEREAVEMENT

15.02 In the event of a death in the employee's immediate family, which includes the following spouse, child, father, mother, brother, sister, grandparent, father-in-law, or mother-in-law, the employer will grant to the employee up to five (5) days leave of absence, of which three (3) days shall be with pay, for the purpose of making arrangements for, or attending the funeral or memorial service. Pay shall be at the employee's straight time rate and shall be paid only for claims that occur on day, or days, that the employee would be regularly scheduled to work.

ARTICLE 16 SAFETY

16.01 The Occupational Health and Safety Act and Regulations (NB) shall be final and binding.

16.02 No Employee shall be required to perform work where the conditions are considered to be unsafe, but nothing herein shall give an Employee the right to leave the job site during working hours until the said unsafe conditions have been reported to the Employee's Supervisor and he authorizes the Employee to leave the job site.

16.03 Any Employee having alcoholic beverages or non-medical drugs in his possession or consuming alcoholic beverages on the job site will be subject to immediate dismissal.

16.04 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. 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 17 TOOLS

17.01 All Journeymen and Apprentices shall have the tools, as set out in Appendix B attached hereto, to efficiently perform assigned duties and shall be responsible for all tools supplied him by the Employer after signing a card assuming such responsibility.

17.02 Should the employee's tools, as set out in Appendix B, become stolen or damaged while on the employer's property (job box, job shack, vehicle, etc.) due to the negligence of the employer, fire, flood or forced entry, the employer shall replace them. In the event of forced entry the police and management shall be notified immediately.

17.03 It will be considered a violation of this agreement should a contractor solicit an employee to supply tools other than the ones listed in the appendix of this agreement.

ARTICLE 18 SHELTER

18.01 The Employer shall furnish a dry shed, reasonably heated, for both the safe-keeping of Employees' tools and for Employees to change clothes and eat their lunch. The shed shall be locked during non-working hours and Employees shall be responsible for maintaining the shed in neat and tidy condition.

ARTICLE 19 CLOTHING

19.01 When required by the employer to wear uniforms they shall be supplied by the employer, the cost of which shall be equally shared by the employer and the employee. When required by the employer to wear approved safety footwear the employee shall

purchase same and will be compensated at 50% of the value of the purchase up to a maximum of \$75. It will be the employee's responsibility to maintain the uniform.

ARTICLE 20 MANAGEMENT ADMINISTRATION FUND

20.01 The Employer will contribute sixteen cents (\$0.16) for every hour worked by a journeyman or apprentice under the terms of this Agreement

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

Contributions for the Management Administration Fund 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 from time to time shall determine. These contributions shall be remitted prior to the 15th day of the month following that in which the said hours were worked and to be accompanied by a list of employees for whom the contributions were made

ARTICLE 21 TRUSTEED FUNDS

TRAINING FUND

21.01 The Employer will contribute to the Provincial Journeymen and Apprenticeship Training Fund the sum of to twenty-three cents (\$.23).for every hour worked.

HEALTH AND WELFARE FUND

21.02 The Employer will contribute to the NB Pipe Trades Health and Welfare Trust Fund the sum of two dollars and eighty-five cents (\$2.85) for each hour worked by each employee. Effective November 7, 2016 this contribution will increase to two dollars and ninety cents (\$2.90).

PENSION PLAN FUND

21.03 The Employer will contribute to the Pension Plan Trust Fund the sum five dollars and ninety-nine cents (\$5.99) for each hour worked by each employee. Effective November 7, 2016 this contribution will increase to six dollars and twenty-nine cents (\$6.29) and on November 6, 2017 it will increase to six dollars and sixty cents (\$6.60).

21.04 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.

21.05 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.

ARTICLE 22 DURATION AND TERMINATION

22.01 This Agreement shall be in full force and effect from November 2, 2015 to and including October 31, 2018 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 renewal thereof.

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


SIGNING PAGE

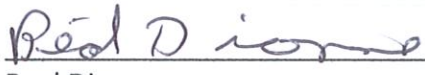
IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the day and year written in Article 22 of this Agreement.

MCA New Brunswick

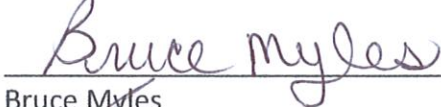

Justin Beaulieu

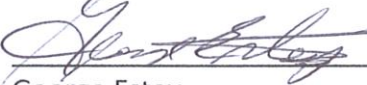

Frederic Desjardins



W A Dixon


Real Dionne

UA Local Union 325


Bruce Myles


George Estey



APPENDIX A JURISDICTION

Work of the following types shall be deemed to come under the jurisdiction of this agreement:

- a. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling/heating, roof cooling, refrigeration, ice making, humidifying and dehydrating, by any method and the charging, testing and servicing of all such work after completion.
- b. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the pipefitting industry.
- c. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
- d. Laying out, cutting, bending and fabrication of all pipe work of every description relating to (a) by whatever mode or method.
- e. All methods of stress relieving of all pipe joints made by every mode or method.
- f. The assembling and erecting of tanks used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
- g. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the refrigeration and air-conditioning industry.
- h. The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association [work type (a)].
- i. All piping for cataracts, cascades, i.e. artificial water falls when in conjunction with refrigeration and/or air conditioning, make-up water fountain, captured water, water towers, cooling towers, and spray ponds used for industrial manufacturing, commercial or for any other purpose.
- j. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material or product manufacturing into pipe usable in the pipe-fitting industry, regardless of size of shapes.
- k. Hoisting, setting up, handing and installing all equipment supplied by refrigeration and air-conditioning contractors.

APPENDIX B TOOL LIST

- 1 hack saw
- 1 hammer
- 1 tube cutter - 1 and 1/8
- 1 set combination wrenches under 1"
- 1 set flaring tools
- 1 measuring tape
- screw drivers of assorted sizes (blade, Philips, Robertson)
- 1 pair pliers
- 2 adjustable wrenches
- 1 set gauges
- 1 set Allen wrenches
- 1 valve wrench
- 1 thermometer
- 1 1" pipe wrench
- 1 flashlight
- 1 complete socket set (3/8" and 1/2"

APPENDIX C WAGES

The hourly wage package is summarized as below:

| | INDUSTRIAL* | | | COMMERCIAL/HVAC | | |
|-------------------------|-------------|-----------|-----------|-----------------|-----------|-----------|
| | 2/11/2015 | 7/11/2016 | 6/11/2017 | 2/11/2015 | 7/11/2016 | 6/11/2017 |
| Hourly Rate | \$37.70 | \$38.51 | \$39.36 | \$28.26 | \$28.67 | \$29.11 |
| Vacation Pay | 4.15 | 4.24 | 4.33 | 3.11 | 3.15 | 3.20 |
| On Call | 0.75 | 0.75 | 0.75 | 0.75 | 0.75 | 0.75 |
| Wage Sub Total | \$42.60 | \$43.50 | \$44.44 | \$32.12 | \$32.57 | \$33.06 |
| Pension | 5.99 | 6.29 | 6.60 | 5.99 | 6.29 | 6.60 |
| Health & Welfare | 2.85 | 2.90 | 2.90 | 2.85 | 2.90 | 2.90 |
| Training Fund | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 | 0.23 |
| Safety Training Fund | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| Contribution Subtotal | \$51.77 | \$53.02 | \$54.27 | \$41.29 | \$42.09 | \$42.89 |
| Industry Fund | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| Employers' Contribution | \$51.93 | \$53.18 | \$54.43 | \$41.45 | \$42.25 | \$43.05 |

* Industrial Refrigeration being defined as work which is done under the Canadian Standards Association (CSA) Code B52 Refrigerant Group B2 R717

APPENDIX D LETTER OF UNDERSTANDING



October 23, 2015

Mr. Bruce Myles
Business Manager
United Association Local 325
PO Box 1060, Station A
Fredericton, NB E4B 5C2

Dear Mr. Myles:

During the most recent negotiations for the Provincial Refrigeration Agreement between the Mechanical Contractors Association of New Brunswick and Local 325 of the United Association of Plumbers and Pipefitters the Union requested that the Employer consider the banking of hours such that the Employee when taking time off would be able to draw pay. In response the Employer agrees, that where it is mutually agreeable and can be accomplished administratively by the Employer, that the Employer will direct a portion of the Employee's pay, as determined by the Employee, into a second and separate bank account

Yours truly
Mechanical Contractors Association of NB Inc.,

A handwritten signature in black ink, appearing to read "L. Adick", with a horizontal line extending to the right.

President

APPENDIX E

UA STANDARD FOR EXCELLENCE

Overview:

The ***UA Standard for Excellence*** policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

Member and Local Union Responsibilities:

To insure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, everyday on time (Absenteeism and Tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty insuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti will not be tolerated).
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable).
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

Employer and Management Responsibilities:

MCAA/MSCA/PFI/MCPWB/PCA/UAC and NFSA signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the ***UA Standard for Excellence***.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Insure that all necessary tools and equipment are readily available to employees.
- Minimize workers downtime by insuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.

- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote to owners and clients the UA/Contractor Associations partnerships and avoid finger pointing when problems arise.
- Encourage employees but if necessary be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner while limiting the number of employees to the work at hand thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**.
- Treat all employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

Problem Resolution through the UA Standard for Excellence Policy:

Under **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contactors, have duties and are accountable in achieving successful resolutions.

Member and Local Union Responsibilities:

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members' issues affecting work progress.
- The Business Manager or his designee will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including but not limited to mandatory retraining for members after offences.

Employer and Management Responsibilities:

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local union Business Manager.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.

- A course of action shall be established to allow the job Steward and or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the ***UA Standard for Excellence*** platform and make a decision regarding his further employment.

Additional Jointly Supported Methods of Problem Resolution:

- In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the ***UA Standard for Excellence*** policy.

STANDARD FOR EXCELLENCE DISCIPLINARY GUIDELINE

The United Association Standard for Excellence policy not only outlines the obligations of UA members on the job; it also spells out the obligations of our signatory contractors as well. In this way, we are making it clear to all parties – including construction owners – that we are dedicated to doing the best job possible.

Employees are obligated to provide a fair day’s work for a fair day’s wages. Contractors must be fair to employees, but also have a role in the promotion of a strong unionized sector. Being fair does not mean “looking the other way” when an infraction occurs. Nor does it mean that the Contractor should merely lay off an incompetent or insubordinate employee when that employee may need counseling, discipline or, in irreparable and egregious cases, exclusion from the industry. All parties have a role in this regard. The United Association and its signatory contractors hereby have established and shall maintain a common disciplinary guideline.

It is agreed that the United Association and its signatory contractors will make all parties aware of the disciplinary guideline for violation of company and client on-site rules.

PROGRESSIVE DISCIPLINARY GUIDELINE

1. **VERBAL WARNING:** An employee who has committed an infraction is verbally warned and told that if the infraction occurs again (within some specified period), the degree of disciplinary action will be increased.

Some examples: minor safety policy violations, minor work-site disruptions, poor workmanship issues, attendance (reporting to work late) problems, verbal abuse to Supervisor and co-workers.

2. **WRITTEN WARNING:** If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction), the employee will be given a written warning which will be placed on his/her personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.
3. **SUSPENSION AND FINAL WARNING:** If the employee again transgresses in the misconduct, he/she will be suspended from employment for a period of time without pay and will be given a final warning.

4.

This warning clearly will normally specify discharge as the result of another infraction. This step may be repeated, however, for example, a one-day, then a five-day suspension.

5. **DISCHARGE:** If the employee again is guilty of misconduct (as outlined in Step 3), the employee may be discharged.

The Employee may also be immediately discharged, at the Contractor's discretion, for serious disciplinary misconduct.

In other cases of sufficiently serious misconduct, the Contractor at its discretion may skip any of the preceding steps.

Some examples of serious disciplinary misconduct: Fraud, Severe Health and Safety policy violations, severe work place disruptions, workplace violence and/ or intimidation, etc.