

LABOUR RELATIONS BULLETIN

Collective agreement between

MCANB

and

Local 325 of the United Association of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of the United States and Canada

12 August 2022

To: Contractors Signatory to Local 325 Commercial Agreement

From: MNECA Labour Relations Committee

On 12 August 2022, Local 325 of the UA ratified a new Commercial Agreement with the Mechanical Contractors' Association. The new agreement has a termination date of 31 December 2024. The first pay increase under this agreement takes effect with the first pay period following the 12 August ratification date.

The following are the more significant changes to the collective agreement.

6.05	Amend to read "shall be remitted by the 20 th day of the month following the month in which they were deducted."
8.02	Remove 4th paragraph from article 8.02 of agreement: "The employee will be eligible for 5 days board on a compressed work week".
11.04	Amend to agree with prohibited grounds of discrimination under the Human Rights Act: race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, family status, sexual orientation, sex, gender identity or expression, social condition or political belief or activity.
Art. 14 – new	The Employer will not provide the personal cell phone numbers and email addresses of its employees to clients of the Employer.
14.07	The Parties to this Agreement agree to adhere to the provisions of the New Brunswick <i>Occupational Health and Safety Act</i> and the Regulations made thereunder.
14.08	There shall be a 15 min break at midpoint of the first half of a shift and a 15 min break at the midpoint of the second half of the shift. This does not include lunch hour breaks which normally occur mid-shift.
14.10	Agreed with understanding that employees receiving LOA and required to remain in the area after the cancelled shift will receive a full day's LOA despite the shift cancellation. The following shall be added to this article. This provision shall not apply where the employer notifies the Employee of the shift cancellation at least two (2) hours before the start of the shift by text, email, or phone (provided that the employee is reached, or a voicemail message is left).

E 16.01	<p>16.01 Where there is a grievance by an employee the same shall be discussed with the Shop Steward within three (3) working days of the occurrence. The Shop Steward shall meet with and attempt to settle the matter with site management within one (1) working day of becoming aware of the grievance.</p> <p>16.02 If the Shop Steward is unsatisfied with the response of site management, he shall within three (3) working days refer the grievance to the Local Union Office for processing.</p> <p>16.03 The Local Union Office shall submit the grievance in writing to the Employer's representative within three (3) working days of receiving notice of the grievance from the Shop Steward.</p> <p>16.04 The Employer's representative shall render his decision within five (5) working days of receiving the written grievance from the Local Union Office.</p>
E 16.09	Amend to refer to the Department of Post-Secondary Education, Training and Labour.
E 22.03/4	<p>Amend 22.03 to add National Day of Truth and Reconciliation.</p> <p>Amend 22.04 to read:</p> <p style="padding-left: 40px;">Holidays shall also include such days as may be proclaimed by the Government of New Brunswick as an additional "paid holiday" under the <i>Employment Standards Act</i>. In the event that any such holiday falls on a Saturday or Sunday, the following Monday shall be deemed the holiday.</p>
U 28.02	<p>Agreement in principle with no new language.</p> <p>Employer agrees to set aside dates for negotiations prior to the end of the contract, but there will be no mention of retro pay.</p>
U Appendix A	Add a chart showing how overtime is calculated when an overtime premium also applies. The chart, which will be based on the journeyman's rate, will serve as an example.
E Appendix E	The parties shall establish a Labour-Management Committee with equal representation from the Union and the Association. The committee shall meet quarterly to discuss issues affecting the industry, including but not limited to the Residential Agreement and joint efforts to expand Union representation in the industry.

Wages

First pay period following ratification	\$2.00
Effective 1 January 2023	\$1.00
Effective 1 July 2023	\$1.00
Effective 1 January 2024	\$1.00
<u>Effective 1 July 2024</u>	<u>\$1.00</u>
TOTAL	\$6.00
Contract expiry	31 Dec 2024.

Appendix A: Summary of Wage Package

Journeyman	Effective first pay period after ratification	EMPLOYERS' CONTRIBUTIONS			
		1 Jan 2023	1 Jul 2023	1 Jan 2024	1 Jul 2024
Basic Hourly Rate	\$33.02	\$33.83	\$34.60	\$35.40	\$36.16
Vacation Pay (12%)	3.96	4.06	4.15	4.25	4.34
Health & Welfare Trust Fund	3.46	3.46	3.51	3.51	3.56
Pension Trust Fund	6.12	6.21	6.30	6.40	6.50
Training Trust Fund	0.45	0.45	0.45	0.45	0.45
Subtotal	\$47.01	\$48.01	\$49.01	\$50.01	\$51.01
Association	0.20	0.20	0.20	0.20	0.20
Industry Fund					
Safety Training Fund	0.10	0.10	0.10	0.10	0.10
National Organizing	0.10	0.10	0.10	0.10	0.10
MAP Program	0.05	0.05	0.05	0.05	0.05
Helmet to Hard Hats	0.01	0.01	0.01	0.01	0.01
Total	\$47.47	\$48.47	\$49.47	\$50.47	\$51.47
EMPLOYEES' CONTRIBUTIONS					
Journeyman	Effective first pay period after ratification	1 Jan 2023	1 Jul 2023	1 Jan 2024	1 Jul 2024
Pension	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Field Dues (2% of gross)	0.74	0.76	0.78	0.79	0.81
NB Pipe Trades	0.89	0.89	0.89	0.89	0.89
Total	\$2.13	\$2.15	\$2.17	\$2.18	\$2.20

Note: The Union will ensure that eighty percent (80%) of the increases to the employer's total contributions under this collective agreement is applied to the basic hourly rate and vacation and holiday pay of the employees. This requirement may be modified by agreement of the parties should the *Pension Benefits Act* of New Brunswick require a special contribution to address a pension funding shortfall.