**ORIGINAL SIGNATURE**

2018 - 2022

# MECHANICAL AGREEMENT

between

THE MECHANICAL CONTRACTORS TRADE DIVISION

of the

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

and

LOCAL UNION 254

of

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES

OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES

AND

CANADA

02551 (12)

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# AGREEMENT

Articles of Agreement mutually made and entered into this day: **June 2, 2018**.

## BETWEEN

The Construction Labour Relations Association of Manitoba on behalf of the Members of the Mechanical Contractors Trade Division of the Construction Labour Relations Association of Manitoba, which members as of the date of signing of this Agreement are listed at the end of this Agreement, together with certain other Plumbing and Heating Contractors who are signatory to this Agreement, all of whom are hereinafter referred to as the Employer

PARTIES OF THE FIRST PART

AND

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 254 Winnipeg, Manitoba and the Members thereof hereinafter referred to as the Union

PARTIES OF THE SECOND PART

with a view to promoting the business of Heating and Sanitation to organize those persons who are qualified therein, to ensure a standard of efficiency for the protection of the public, to establish and stabilize wages, hours and working conditions for journeymen and apprentices of the plumbing and pipefitting industry and to facilitate the settlement of differences that may arise between the respective organizations who are parties to this Agreement.

This Agreement also covers all signees of the U.A. National Agreement and other Piping Contractors operating in the Province of Manitoba within the jurisdiction of Local No. 254.

## ARTICLE 1 - SCOPE AND RECOGNITION

1:1 The Employer recognizes the Union as the sole and exclusive bargaining agency for all journeymen and apprentices of the Plumbing and Pipefitting Industry in the employ of the Employer on work within the boundaries of the Province of Manitoba with respect to wages, hours and other terms and conditions of employment on any and all work described in Article 3 of this Agreement.

1:2 The Union agrees, on the construction and service work, to work only for and supply men to Employers who agree to comply with the working rules and wage scales as set out in this Agreement, and are signatory thereto, or are signees of the U.A. National Agreement.

1:3 The Employer agrees not to sublet or contract out any work covered by the United Association's trade jurisdiction unless the Contractor to whom the work is sublet is under Agreement with Local 254, the United Association, or one of its Local Unions. In reply, Local 254 agrees to ensure that its membership will accept manpower requests of its signatory Contractors who will work as per the terms and conditions of this Collective Agreement (at call out). The Employer, when subletting or contracting out any work not covered by the United Association's trade jurisdiction will endeavour to assign the above work to firms whose employees are in Unions affiliated with the AFL - CIO, CLC.

## ARTICLE 2 - BARGAINING AUTHORITY

2:1 The parties agree that this Agreement is binding upon each and every member of the Mechanical Contractors Trade Division of the Construction Labour Relations Association of Manitoba on whose behalf this Agreement is entered into, and Local 254 and each and every of its members. For the purposes of this Agreement the Employer is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of its members who employ U.A. members and who are signatory to this Agreement. The Union agrees that the Employer shall solely represent each and every one of its members in respect of any dispute, grievance, question, negotiation, matter or thing pertaining to or arising out of this Agreement, and that no direct bargaining negotiating or discussion shall take place between individual Employers and the Union except as is provided in this Agreement.

2:2 Neither party shall enter into any collective agreement covering the work jurisdiction as described in this Collective Agreement for different hours of work, working conditions, monetary provisions or any other term and condition than those contained in this Agreement, unless mutually agreed to in writing between the parties.

It is agreed that for the purpose of developing any "Project Labour Agreements" with the Manitoba Building and Construction Trades Council, that Local Union 254 will ensure that the C.L.R.A.M. is advised/consulted as to the content and any and all specifics concerning the project agreement prior to the Local Union 254 signing off on the "Project Labour Agreement".

## ARTICLE 3 - TRADE OR WORK JURISDICTION

3:1 This Agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of pipe supports, the installation of all plumbing and pipefitting systems, all component parts thereof, and shall mean without limitation the handling, fabricating, assembling, erecting, of all pipe regardless of composition, whether metallic or non-metallic, performed in any branch of the Plumbing and Pipefitting Industry, plumbing, steamfitting, gasfitting, industrial pipefitting, pneumatic or hydraulic pipefitting, all process piping used above or below ground, all heat treating and stress relieving of pipe, all welding, tacking and burning connected with the above and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and any other work awarded to the United Association through jurisdictional ruling as laid down by the Building Trades Department of the A.F. of L. - C.I.O.

3:2 The Union agrees that in respect of jurisdictional disputes during the life of the Agreement, it will not be involved in, and will not directly or indirectly, sanction or authorize any slowdown, work-to-rule, stoppage of work, refusal to perform work, or any activity designed to restrict or limit output, and no employee shall be involved in such action. It is further agreed by the Union that should any such action be taken, the Union shall instruct its members to carry out the provisions of this Agreement and return to work and to perform their duties in the usual manner and shall enforce such instruction.

3:3 Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board") or any successor thereto adopted by the Building and Construction Trades Department of the A.F. of L. - C.I.O. and participating Employers. Provided, that all Unions involved in such jurisdictional disputes and all Employers with whom these Unions have collective bargaining agreements have also submitted to the jurisdiction of and have agreed to be bound by all decisions of the Board when these Employers are involved in a jurisdictional dispute. In the event the above provision is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

In the event any Union claiming jurisdiction from an Employer signatory to this Agreement, has a collective bargaining agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, the parties to this Agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such Unions. Under no circumstances shall there be a slowdown or stoppage of work due to jurisdictional disputes. It is understood that slowdowns or work stoppages will be fair reason for dismissal.

## ARTICLE 4 - HOURS OF WORK

4:1 The maximum of eight (8) hours shall constitute a regular day's work beginning at 8:00 a.m. and ending at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time. In the case of an employee being late for an unjust reason, overtime shall not begin until he has worked 8 hours provided overtime is being worked.

A minimum thirty (30) minute lunch period shall be allowed to all employees unless a longer lunch period is mutually agreed to between the Employer and the Employee.

The maximum regular work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m.

4:2 All "Industrial work" overtime hours worked shall be paid at the following rate:

**(a)** **Overtime worked Monday to Friday**: the first two (2) hours of overtime (after the regular eight (8) hour work day has been completed) shall be at the rate of one and one-half (1 1/2x) times the applicable base wage rate followed by double (2x) the applicable base wage rate thereafter.

**(b)** **Overtime Worked on Saturday**: the first eight (8) overtime hours shall be at the rate of one and one-half (1 1/2x) times the applicable base wage rate followed by double (2x) the applicable base wage rate thereafter.

**(c)** **Overtime Worked on Sunday**: Overtime worked on Sundays shall be paid at double (2x) the applicable base wage rate.

**(d)** All hours worked on a **Statutory Holiday** as described within Article 5:1 shall be compensated at double (2x) the applicable base wage rate.

4:3 If more than two (2) hours of overtime are worked, the Employer shall supply a hot meal at no cost to the employee after the two (2) hours have been worked, and the same provided every four (4) hours thereafter without any loss of time. If two (2) or more hours of overtime are to be worked, a coffee break of fifteen (15) minutes without loss of time shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. In the event the employee elects not to take a hot meal the employee shall be entitled to a fifteen (15) minute break and be paid twenty dollars ($20.00) in lieu of the hot meal and sufficient time to eat.

4:4 Two (2) coffee breaks shall be provided to the employee during the normal eight (8) hour working day provided the break does not exceed fifteen (15) minutes each.

Employees must not leave their assigned work area, and if found taking longer than fifteen (15) minutes for any coffee break, they will be warned by the job foreman.

4:5 Shift Work

4:5.1 Where work is to be performed on a pre-planned basis the shifts will be designated and paid on the following basis:

(A) First Shift, Day Shift - eight (8) hours work for eight (8) hours pay.

(B) Second Shift, Afternoon Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus 10% per hour premium (prorated for the apprentices based on their level).

(C) Third Shift, Graveyard Shift - eight (8) hours work for eight (8) hours pay at regular rate, plus 10% per hour premium (prorated for the apprentices based on their level).

4:5.2 Shifts must be of at least two (2) consecutive nights duration. If the shift is only one (1) evening or night, applicable overtime premium will be paid.

4:5.3 All second and third shifts performed between 8:00 a.m. Saturday and regular starting time on Monday, shall be paid at two (2) times the regular rate. In addition, a premium of one (1) hour at the regular straight time rate shall be paid, for all these second and third shifts worked.

For clarification purposes:

(A) Shift premium shall be paid on all second and third shifts worked on or through midnight on Friday night up to 8:00 a.m. the following morning.

(B) An employee will receive the applicable overtime premium once eight (8) hours a day or forty (40) hours a week have been worked during the scheduled work week.

4:6 For non-industrial work only such overtime shall be paid at the rate of one and one-half (1 1/2x) times the applicable rate Monday to Saturday and double (2x) the applicable rate for all overtime hours worked on Sunday or Statutory Holidays as described within Article 5:1.

## ARTICLE 5 - HOLIDAYS AND HOLIDAY PAY

5:1 All work performed on Saturday or Sunday and the following statutory holidays, shall be paid for at double (2X) the straight time rate. New Year's Day, Good Friday, Easter Monday, Day declared for celebration of the Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Louis Riel Day and any day proclaimed a holiday by the Federal, Municipal, or Provincial Government or the City of Winnipeg.

5:2 When any of the Holidays stated in 5:1 fall on a Saturday or Sunday, they will be observed on the following working day which is not a paid holiday (except Remembrance Day).

5:3 Pay for Vacation with pay shall be six (6%) percent of the total base rate earnings.

5:4 In lieu of paid statutory and government proclaimed holidays, the Employer shall pay four point five (4.5%) percent of the total base rate plus vacation pay earnings.

5:5 Each employee shall be entitled to three (3) weeks annual vacation.

5:5.1 An employee employed on northern projects will be entitled to three (3) weeks vacation after he has completed two (2) approved tours of duty.

## ARTICLE 6 - PIPING INDUSTRY TRUST FUNDS

6:1 It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Piping Industry Trust Funds as outlined in this Article, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collection of monies. All monies payable to the Trust Funds to be remitted to the Local 254 Piping Industry Trust Funds.

6:2 Unless otherwise specifically set forth in the applicable Trust Agreement the Piping Industry Trust Funds shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:3 It is agreed that timely contributions to the Trust Funds provided in this Agreement are essential for the protection of the beneficiaries. A duly appointed representative of the Board of Trustees shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Trust Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable in addition to the contributions for the cost of such inspection and audit. It is also agreed that if after a delinquency of thirty days the Employer has failed to remit these contributions to the Trust Funds he will be given notice in writing that these contributions must be paid within seven days. If the Employer fails to make the contributions within the stated seven days, it shall not be a violation of this Agreement for the Union to withdraw the services of its members from such Employer.

6:4 Where the trustees for the various funds appoint an administrator to administer the affairs of any trust; the trustees shall prescribe the duties to be performed and the appropriate Trust Fund shall absorb the cost of applicable fees and costs. The administrator shall not have voting rights in respect of the affairs of any Trust.

6:5 Training Fund

6:5.1 The employee and the Employer shall contribute to the Training Fund for all hours worked as set out below.

6:5.2 The Employer agrees to deduct and contribute for each employee on the following basis:

| Effective Date | Employer Hourly Contribution | Employee Hourly Contribution |
|---|---|---|
| June 2, 2018 | $0.51 | $0.17 |

6:6 Industrial Promotion

The objective of Industrial Promotion is to support and promote the advancement of the plumbing, heating, pipefitting and mechanical industry.

The Employer agrees to contribute the sum of forty-four cents ($0.44) (plus GST) per hour for all hours worked by all employees performing any of the work as described in Article 3 of this Agreement, all contributions will be remitted as per 6.1 of the Article.

6:7 Health and Welfare Fund

6:7.1 In addition to the hourly rate, the Employer and employees shall contribute to the Local 254 Health and Welfare Fund for all hours worked by the employees performing any of the work as described in Article 3 of this Agreement as follows:

| Effective Date | Employer Hourly Contribution | Employee Hourly Contribution |
|---|---|---|
| June 2, 2018 | $0.91 | $1.03 |

Unless otherwise specifically set forth in the applicable Trust Agreement, the Health and Welfare Plan shall be administered by a Board of Trustees, composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of Court of Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:8 Pension Fund

6:8.1 In addition to the hourly rate, the Employer and employees shall contribute to the Local Union 254 Pension Fund for all hours earned by all employees performing any of the work as described in Article 3 of this Agreement as follows (pro-rated to the Journeyman contribution amount as per the classification percentages identified in Appendix "F"):

| Effective Date | Employer Hourly Journeyman Contribution |
|---|---|
| June 2, 2018 | $6.61 |

In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

6:8.2 Unless otherwise specifically set forth in the applicable Trust Agreement the Pension Fund shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chief Justice of the Court of

Queen's Bench. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

6:9 Payment of All Trust Fund Contributions

6:9.1 Contributions to all Trust Funds will be made on the basis of full or half hours (hours earned for Pension and hours worked for Health & Welfare, Training and I.P. Funds). These contributions shall be submitted monthly on forms supplied by the Administrator of the Local 254 Piping Industry Trust Funds on or before the 10th day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trust Funds", covering all contributions, to the Administrator of the Local 254 Piping Industry Trust Funds.

6:9.2 The conditions as previously outlined in Article 6, shall apply to this Agreement. Further to this Agreement, the Union agrees that the Construction Labour Relations Association of Manitoba will be notified of any pre-job conference between the Union and an out of province Contractor. At this pre-job conference all the provisions of the above Trust Funds can be clearly explained to the out of province Contractor so that his obligations to all the Piping Industry Trust Funds will be clearly understood.

## ARTICLE 7 - TRAVEL TIME, EXPENSES, MEALS, ETC.

7:1 Travel Time

7:1.1 Employees who are required to work outside the boundaries of the Winnipeg Perimeter Highway or the limits of any other city or town in the province of Manitoba and returning daily shall be on the jobsite at the regular starting time and work a full shift. The Union agrees that any employee who does not show up at starting time will have deducted from his pay the amount of time he is late, to the half hour. For example, if any employee is fifteen minutes late, a half hour will be deducted from his pay. The employee will not start work until the half hour or full hour is up.

7:2 If not covered by 7:8.1, each employee shall receive travel time expense per kilometer travelled daily on the following basis:

May 1, 2018 Fifty-four point six cents (54.6¢) per kilometer
May 1, 2019 and yearly thereafter, the travel time expense kilometer rate shall be adjusted by the percentage change in the Statistics Canada Index, for Manitoba Private Transportation costs from March to March.

NOTE: When a project is located outside the thirty-two (32) kilometer free zone (from the Winnipeg Perimeter Highway and/or the boundaries of any city or town), all travel time expense shall be paid from the thirty-two (32) kilometer free zone.

7:3 If not covered by 7:8.1, each employee shall receive vehicle expenses per kilometer travelled daily on the following basis:

May 1, 2018 Fifty-five cents (55¢) per kilometre (this will be updated to the most current CRA Automobile Allowance Rate when adjusted by CRA)

NOTE: When a project is located outside the thirty-two (32) kilometer free zone, all vehicle expense will be paid from the Winnipeg Perimeter Highway and/or the boundaries of any city or town.

7:4 All distances to be measured by auto odometer following the shortest possible route over which an auto could be reasonably expected to travel. All distances should be doubled, thus allowing for a complete round trip. Distance shall be measured to the nearest whole kilometre; e.g. distance from the Perimeter 2.5 kilometres, total distance would be five kilometres. If the employee must leave the job during the regular working day due to illness or injury or other legitimate reason, he shall be paid the full day's travel expense.

7:5 The Employer may provide suitable transportation to and from the job site in lieu of automobile expense. On Industrial Projects, the transportation shall be as mutually agreed at the pre-job conference.

7:6 Initial Travel to The Job for Out of Town Work
(Applicable to Zone B & C only)

7:6.1 Travelling time shall be paid in accordance with Article 7:2 and Article 7:3. Initial travel and expenses shall be paid on the first pay day.

If an employee is transferred between job sites within the same free zone as defined in Article 7:8.4, no additional travel time or travel expenses shall be paid

7:6.2 On Zone "B" and Zone "C" projects, employees reporting for work shall receive subsistence allowance for the first initial day of travel to the project, provided they report for the regular starting time the next morning (employee to provide receipts for this extra day on Zone "B" located project). In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, then the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours.

7:6.3 When the transportation supplied by the Employer is by plane, then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.

7:6.4 Employees travelling by air and arriving at said destination shall be picked up and taken to proper lodging on arrival and returned to original pickup point at termination or in lieu of the above, the cost of transportation to the airport will be provided in cash. This provision will be effective on termination, only if the employee has complied with the time limits set out in Article 8 of this Agreement.

7:7 Return Travel for Out of Town Work
(Applicable to Zone B & C only)

7:7.1 Each employee shall receive travelling time and vehicle expenses as outlined in Article 7:2 and Article 7:3 upon termination, provided they complete the hours scheduled for that day. In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours. When the transportation supplied by the Employer is by plane then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.

7:7.2 On jobs within 225 km of the Winnipeg Perimeter Highway, return travel time and vehicle expenses will not be paid to any employee who resigns or is discharged for just cause.

7:8 Out of Town Work

7:8.1 On out of town work the Employer shall furnish first class room and board. The employee agrees to accept same when provided by the Employer.

OR:

## ZONE A Within One Hundred Four (104) Kilometres

On out of town work located within one hundred four (104) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting allowance and travel time, in accordance with 7:2 and 7:3 to a maximum amount of:

May 1, 2018 - $84.25 per day worked.

Employees working scheduled overtime of two or more hours in more than two consecutive shifts per week on work between eighty (80) kilometres and one hundred and four (104) kilometres of the Winnipeg Perimeter Highway, will receive subsistence as per 7:8.1 (ZONE B) for the days overtime is worked.

## ZONE B Within One Hundred Four (104) Kilometres and Two Hundred Twenty-Five (225) Kilometres

On out of town work located between one hundred four (104) kilometres and two hundred twenty-five (225) Kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2018 - $141.25 per day worked.

## ZONE C Beyond Two Hundred Twenty-Five (225) Kilometres

On out of town work located beyond two hundred twenty-five (225) kilometres of the Winnipeg Perimeter Highway, the employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2018 - $163.00 per day, seven (7) days per week.

7:8.2

(A) Effective May 1, 2019, and yearly thereafter, the subsistence allowance described in 7:8.1 Zones A, B and C above shall be increased by the percentage change (to the nearest five

(5¢) cents) in the Statistics Canada Index for the Cost of All Items, Manitoba from March to March.

(B) On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to the local condition.

(C) All subsistence allowance shall be paid weekly and on a separate cheque if necessary. When an employee is laid off or discharged all subsistence allowance shall be paid up to date, including his last day worked, on the day of layoff or discharge.

7:8.3 If a holiday occurs during the week, board and room shall be paid for that day provided the employee works at least eight (8) hours on the working day immediately preceding such holiday and the working day immediately following such holiday provided the preceding and following work days occur within a regular work week as defined in Article 4:1. In the event of illness the employee shall be paid up to a maximum of two (2) days board and room during the week upon presentation of a dated medical report. If the employee is required to leave the job early or take a part day off he shall be paid board and room for that day provided permission is granted from the Employer.

7:8.4 Where a project is located within the boundaries of a city or town no travel expense will be paid. If a project is located outside the boundaries of a city or town, each employee shall receive as travelling time as per Article 7:2 daily to and from the jobsite. Unless suitable transportation is provided by the Employer, each employee shall receive vehicle expenses in accordance with Article 7:3. The distance will be measured via the shortest practical driving route to the job site office and return.

7:8.5 Employees residing in the area where a project is located will not be eligible for out of town expenses but will receive the daily commuting allowance and travel time as per articles 7:2 and 7:3, or from their residence, whichever is the shorter distance. The employee's residence shall be as provided on the Local's work referral slip as defined in Article 10:1. For additional clarification, the employee must prove permanent residency (i.e. the employee lives in the community) to his Employer and his Union.

7:8.6 A pre-job conference shall be held on all out of town projects, should the Union deem it necessary. If it is mutually agreed, a pre-job conference will be held for any other project.

## ARTICLE 8 - TERMS OF EMPLOYMENT FOR OUT OF TOWN WORK

8:1 Conditions regarding mode of transportation to and from out of town jobs and remuneration for same will be explained to the employees by the Employer prior to the start of a job.

8:2 On all out of town work, two hundred and twenty-five (225) kilometres and over, an employee will take his leave a minimum of three (3) working days away from the jobsite. A return fare, travel time and expense shall be paid the employee from the job site to Winnipeg and return to the job every twenty-eight (28) calendar days.

8:3 If the employee leaves the job on his own volition before completing fifty (50%) percent of the appropriate tour, transportation and travel time will not be paid both ways. If after completing fifty (50%) percent of the tour the employee leaves of his own volition the return fare and travel time will not be paid. The employee shall be allowed seven (7) days leave for his turnarounds without being terminated, unless special permission has been granted by the Employer for more time.

8:4 Any employee laid off before completion of tour shall be paid all travel time and expenses per 7:6 and 7:7.

8:5 If circumstances are such that there is to be a Christmas shut down on any Construction Project the Employer shall notify the Union thirty (30) days prior to Christmas and they shall mutually agree to conditions of the shut down.

8:6 If no such notice is given by the time limits stipulated above the Contractor has a Christmas shut down then the accumulated days for the employee's wrap around shall continue through the shut down time.

## ARTICLE 9 - CAMPS

9:1 When a camp is provided for board and housing, it shall be developed between the Contractor and the Union prior to tendering the project. No camp shall be occupied before inspection and sanctioned by the duly authorized Camp Committee. Should the Camp Committee of Local Union 254 on the project find that the camp is deficient in lodging or food with reference to the camp standards of this Agreement, the Union shall refuse to send men to such a camp until the situation has been satisfactorily improved to the satisfaction of the Union. If the above conditions are not rectified within three (3) days, members living in camp shall be entitled to apply for board and room in accordance with Article 7:8 of this Agreement.

9:2 Any man going to a camp with sub-standard conditions, or conditions not approved by the Union, shall do so at his own risk, and any expenses incurred due to his dissatisfaction with the camp, shall be borne by him. For purposes of clarification camp shall mean campsite for industrial work only.

9:3 Insurance

9:3.1 When an employee is required to reside in a construction camp the cost of insurance against loss of his personal effects by fire, to a maximum of Two Thousand ($2,000.00) Dollars, will be reimbursed on presentation of a paid premium receipt. To qualify for the insurance coverage an employee must submit a list of his personal effects on becoming a resident of the camp where such list is requested by the Contractor or the Operator of the camp.

## ARTICLE 10 - UNION SECURITY

10:1 The Employer agrees to apply to the Union having proper jurisdiction over the work involved when workmen are required. The Employer reserves the right to name hire employees when available. If the Union cannot supply men, the Employer may employ other men who are willing and eligible to become members of the Union within thirty (30) days (as well as permit workers). If Contractors require manpower, the Union requires forty-eight (48) hours to supply the manpower. The Union agrees to work only for Contractors who are recognized Contractors in the Plumbing and Pipefitting Industry and who are regular contributors into the Piping Industry Trust Funds. Local Union members when they have secured a job, either through the Local Union Office or their own solicitation, shall be issued with a work referral slip suitable to the Employer by the Union. Employers may only hire those members who tender a work referral slip before commencing employment. As per the date of signing of this Collective Agreement, all out of Province contractors shall hire employees on a fifty percent (50%) basis; e.g. one (1) name request, one (1) from the Union's unemployed list in order of progression; e.g. from the beginning of the list to the end of the list. The work referral slip shall contain the following information:

(a) home mailing address
(b) home telephone number
(c) emergency contact person and telephone number
(d) Social Insurance Number
(e) Current classification
(f) If man is a welder, then his last test date.
(g) First Aid Certificate confirmation and date
(h) WHMIS Certificate and date
(i) CPR Certification and date

10:2 Employers shall retain the right to reject any applicant referred by the Union for cause. The reasons for rejection shall be given in writing from the Contractor if requested by the Business Manager of the Union. The Employer shall have the right to determine the competency and qualifications of such an applicant. The qualifications of such applicants must be clearly shown on the work referral slip.

10:3 All employees hired after the signing of this Agreement shall as a condition of employment apply to become members of the Union within thirty (30) days and maintain membership in good standing with Local Union 254. If the Union will not accept a qualified man as a member, the Employer will not be required to discharge him.

10:4 Men who are willing and eligible to become members of the Union within thirty (30) days shall report to the Union and procure a work referral slip suitable to the Employer before commencing employment. These men will be required to pay dues in accordance with the rates set by the Union.

10:5 Should it be necessary to reduce the working force on the job or in the shop, the Employer shall lay off or terminate their employees in the following sequence:

First - the potential members
Second - the travel card members
Last - the members of Local No. 254.

10:6 Personnel exclusively in charge of piping will be a member of Local Union 254 in accordance with trade practice.

10:7 In the hiring of Apprentices, the Employer shall only hire those Apprentices who are duly indentured to the Piping Industry Training Committee.

10:8 The Employer and the Union agree that there will be no discrimination against any employee for reasons of age, race, colour, creed or sex.

10:9 Upon written application from the Union Office the Employer will grant leave without pay to any Union member to carry out their duties on behalf of the Union.

10:10 To enable Union members and Employers to secure work, the Business Manager and/or the representatives along with the Executive Board, may modify such terms and/or conditions in this Agreement as is necessary to enable the parties to secure work, which by its nature or location, or for special reasons may not be obtainable to the parties hereto, subject to at the time the job/tender closes there are non-union Mechanical Contractors bidding on the work in question and the Union has been duly informed via the applicable Appendix "C" Employer Notification Form and the Union has responded via the applicable Appendix "D" Union Confirmation Form. At a minimum, the Union will ensure that their Union Confirmation Form will be provided to the C.L.R.A.M. Mechanical Trade Division Contractors no later than 12:00 p.m. (noon) the day prior to the job/tender closing.

If for certain reasons the Business Manager, needs time to review such necessary amendments, he will have twenty-four (24) hours to do so. Any special amendment granted will apply equally to all parties signatory to this Agreement.

10:11 The Union will supply a current list of their out of work members to their signatory Contractor when requested.

## ARTICLE 11 - SAFETY

11:1 The Union, the Employer and the employees mutually desire to maintain high standards of safety. To that end, the Parties to this Agreement agree to observe all safety regulations as laid down by the Workplace Safety and Health Act. The parties agree that each employee has a responsibility to work with due regard for the safety of himself and others and the Employer shall ensure that Employer based safety program instruction complies with the regulations of the Manitoba Workplace Safety and Health Act.

11:2 All power machinery, tools, appliances, power cutting, and threading machines used in connection with work coming under the jurisdiction of the Union either on the job or in the field shop shall be operated by members of the Union.

11:3 When men are required to work in hazardous or special dirty areas (i.e. Asbestos, Fiberglass), the Employer shall furnish proper protective equipment including coveralls. Failure to comply, the employee must be reimbursed for loss or damage to his footwear or clothing.

11:4 Local 254 reserves the right to insist on sanitary facilities as specified in the Public Health Act.

11:5 When employees are required to do grinding, welding or other work requiring protective devices, all such protective gear will be supplied by the Employer, including general work gloves.

Where the necessary protection devices are supplied for carrying out the work referred to above, but not utilized by the members performing the work, the employee shall first receive a written warning and if not adhered to, he shall be subject to further disciplinary action up to and including dismissal.

11:6 Employees required to work in wet locations (crawl spaces, etc.) or work outdoors in inclement weather, shall be issued with sanitized rubber boots and rain gear by the Employer.

11:7 All hard hats, sweat bands, winter liners, safety equipment, safety clothing, rainwear, along with any other protective clothing, devices, etc. prescribed by the Workplace Safety and Health Act, which are issued to the employee will be returned to the Employer at the conclusion of the job for which it was issued. The Employer accepts responsibility for normal wear and tear on receipt of the worn-out articles. Any employee losing or abusing equipment, clothing, safety tools, or devices issued to him may have the cost of these articles deducted from his pay.

11:8 Welders' jackets shall be made available for temporary issue to welders when engaged on work requiring additional protection such as, but not limited to, arc air gouging and overhead welding etc.

11:9 Welders' helmets, goggles, protective leather sleeves, and welding gloves or mitts but not welders' leather jacket and pants shall be included in the term safety equipment and safety clothing. In the case of Metatarsal "safety boots", the Employer will contribute one hundred percent (100%) of the cost.

11:10 Should an employee residing in a camp, as a result of injury incurred in the performance of his work in the shop or on the job, require first aid treatment, he shall be paid for time off work, for his treatment; provided that, if subsequent treatments are required, the Employer shall be allowed to arrange appointments with the doctor so that a minimum of time shall be taken away from work. Transportation shall be made available to employees when treatment is required. In no case shall this mean he will be required to drive his own or any other vehicle. All expenses shall be paid by the Employer e.g., transportation expenses.

11:11 Should an employee be injured to the extent that he becomes a Compensation Act case, then he shall be paid to the end of the shift for that day.

11:12 Any injury must be reported on the day of the injury by the injured employee or someone on his behalf.

11:13 All Employers shall provide first aid kits on the job sites in conformity with the Worker's Compensation Act and/or Workplace Safety & Health Act of Manitoba.

11:14 The Employer and the Union hereby declare their intent to conduct a safe and healthy operation. Working practices and conditions shall be governed by the laws and regulations of the Province of Manitoba insofar as they apply, and safety practices established on projects, also the safety practices of this Agreement. In the case of new or experimental tools, machinery and materials, the Employer will furnish instructions in proper and safe procedures for use thereof.

11:15 On major projects the Employer with the cooperation of Job Stewards shall hold bi-weekly safety meetings with his employees at practical points throughout the operation and said meeting shall be held during normal working hours.

At the Safety Meetings a review of all accidents occurring subsequent to the previous meeting should be made and all present should be requested to state any unsafe conditions.

Recorded copies of minutes of the Safety Meeting will be provided to the Local Union by the Employer.

## ARTICLE 12 - REPORTING TIME

12:1 When a man is hired by a qualified representative of the Employer and takes his tools on the job for the first time after being hired and is then refused work, for reasons other than inclement weather, or the result thereof or other emergency beyond the control of the Employer, he shall receive not less than four (4) hours pay at the regular rate.

12:2 When an employee employed by a Contractor arrives at his regular place of work, without due notification by the Foreman or Employer not to do so and is not placed in employment by the Foreman or Employer, for reasons other than inclement weather, the result thereof and/or matters beyond the control of the Contractor, he shall be reimbursed a minimum of three (3) hours pay provided he remains on the job site for two (2) hours.

12:3 When an employee is asked to remain at the job site for more than two (2) hours and under four (4) hours, then he shall be paid a minimum of four (4) hours pay.

These hours shall be considered as time worked, for the purpose of computing overtime. Should for some reason the employee be sent home, or back to camp and then recalled by the Employer to report to work, the employee shall be paid a minimum of four (4) hours pay. These hours shall also be considered as time worked, for the purpose of computing overtime.

12:4 When the conditions set forth in this clause occur on an overtime day, or on shift work, the applicable premium rate shall be paid.

12:5 On those jobs where commuting allowance is normally paid the employee reporting under this clause shall receive his normal travel allowance for that day.

12:6 Employees called from their residence to work outside their regular shift, on industrial work, shall be paid for such work at double (2X) time, but in no case shall an employee be paid less than two (2) hours at double (2X) time with the exception of residential and commercial calls which shall be not less than one (1) hour at double (2X) time.

## ARTICLE 13 - WELDING

13:1 All Journeymen Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.

13:2 If the Employer requires any additional examining or testing, or if an existing employee is requested by the Employer to retest for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Employer.

13:3 Should an employee's certificate expire while he is in the employ of an Employer party to this Agreement, the cost of the required annual retest and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer forty-five (45) days prior. If the employee quits within forty-five (45) days he will be required to repay the total cost.

13:4 When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of testing time paid by the Employer will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Employer.

13:5 Welders who perform special tests, shall be paid a minimum of four (4) hours pay up to a maximum of eight (8) hours for each successful test.

## ARTICLE 14 - MATERIAL HANDLING AND FABRICATION

14:1 Piping two (2) inches in diameter and under shall be fabricated on the job site. Piping over two (2) inches in diameter at the option of the Employer may be fabricated on the job site or in a shop. Unless a part of a dimensioned welded pipe formation, the butt welding of all mill-run lengths, regardless of size shall be done on the job site.

14:2 All piping for comfort heating and air conditioning will be fabricated at the job site. This includes Boiler Plants used only for generating steam for Comfort Heating Systems.

14:3 Piping requiring heat or other special treatment, or the use of special tools and equipment may be fabricated on the job site or in the shop.

14:4 All bends over two (2) inches in diameter may be fabricated on the job site or in a shop.

14:5 Where the word "shop" is used in this section, it shall be defined as a Pipe Fabricating Shop under agreement with the United Association or one of the Local Unions.

14:6 Shops that are located in Manitoba and signatory to an agreement with Local Union 254 will not be restricted as to whether or not this work is done on the job site or in their shop.

14:7 The Union reserves the right to refuse to handle, erect, or install fabricated piping that has not been fabricated by journeymen members of the United Association.

## ARTICLE 15 - GENERAL WORKING CONDITIONS

15:1 The Employer shall provide a proper heated and equipped lunch room for employees to eat their lunch and/or to have coffee. There shall be sufficient additional area for employees to change and dry clothing. The lunch room shall be kept clean and shall not be used as a place to store tools, material and/or equipment.

15:2 On projects which are too small or of too short duration to make provision of a shelter as noted above practical, the Employer shall provide a gang box, weatherproof and securely locked for storage of tools and equipment.

15:3 Sanitary

15:3.1 The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of men employed as laid down in the Municipal, Provincial and Federal Government regulations.

15:4 Flush toilets will be supplied wherever the length of the job, the number of men employed, and the availability of sewer and water connections make it practical to do so.

15:5 Where potable running water is not available drinking water will be supplied in sanitary insulated containers complete with paper cups (unless supplied by others).

15:6 Chemical hand cleaner will be provided by the Employer where wash up facilities are not available on the job site.

15:7 In the event that proper toilet facilities, as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

15:8 Employers shall allow employees sufficient time to put away tools before quitting time.

15:9 No member of the Union shall be allowed to drive a vehicle of any description for the purpose of transporting tools or materials unless said vehicle is furnished by the Employer.

15:10 No member of Local Union 254 will be allowed to contract, sub-contract, do piece work or trade work. The employees shall not engage in their trade after or before the working day, Saturday, Sunday or Statutory Holidays for any Employer, other than his regular Employer. The Employer shall notify the Local Union in writing with evidence of any employee doing so. The Union shall discipline its members for violation of its laws, rules and agreements.

15:11 Foreman: He shall be a Journeyman and member of Local Union 254. The first Foreman will be responsible for up to a maximum of fifteen (15) workers, subsequent Foremen will be responsible for up to a maximum of thirteen (13) workers. At the Employer's discretion, a Foreman may not be required to work on the tools, if he is responsible for less than fifteen (15) men.

15:12 General Foreman: On industrial jobs requiring three (3) Foremen, the Employer shall appoint a General Foreman. The General Foreman shall be a journeyman member of Local Union 254 and will not be required to work with the tools.

15:13 Two pair of coveralls will be supplied to all employees who are requested to work in an area which is mutually agreed by the Employer and employee(s) to be extremely dirty. This pair of coveralls will be returned to the Employer upon the completion of the work to be performed in the dirty area. The employee will make every reasonable effort to return the coveralls in good clean condition.

(i.e.: Renovation or Demolition to Packing House and/or Refineries.)

15:14 When the Employer elects to establish a separate tool crib or warehouse facility for this trade, he will give consideration to the employment of older or handicapped members to staff same provided that such members are available, willing and qualified to perform such work in accordance with the standards required.

## ARTICLE 16 - TOOLS

16:1 The mechanic's tools are his livelihood and should be kept in good condition by the mechanic at all times.

16:2 The employee must accept reasonable responsibility for the tools supplied by his Employer and must report the loss of same immediately to his superior.

16:3 An employee found misusing company tools shall be held responsible.

16:4 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

16:5 Plumbers and apprentices will supply all necessary tools of their trade up to and including a 10-inch wrench. Steamfitters and pipefitters and their apprentices will supply a 25-foot tape, torpedo level and pliers.

## ARTICLE 17 - WAGES

17:1 Base Wage Rates

| | June 2, 2018 | May 1, 2019 | May 1, 2020 |
|---|---|---|---|
| **JOURNEYMAN** | $40.84 | $41.35 | $41.86 |
| **APPRENTICE** | | | |
| **5TH YEAR 93.5%** | $38.19 | $38.66 | $39.14 |
| **4TH YEAR 80%** | $32.67 | $33.08 | $33.49 |
| **3RD YEAR 70%** | $28.59 | $28.95 | $29.30 |
| **2ND YEAR 60%** | $24.50 | $24.81 | $25.12 |
| **1ST YEAR 50%** | $20.42 | $20.68 | $20.93 |
| **PLUMBER/STEAM WORKER** | $16.34 | $16.54 | $16.74 |

(See Appendix "F" for Employer Total Labour Costs)

**Effective May 1, 2021**

May 1, 2021: The parties agree to participate in a "wage re-opener" negotiation to address the gross hourly compensation amount to be implemented on May 1, 2021 (including the allocation of the gross amount). Should the parties be unable to reach agreement on what the "wage re-opener" amount will be, either party has the ability (with thirty (30) days pre-written notice to the other party) to call the Agreement in its entirety and the parties will then immediately commence full negotiations on all terms of the Collective Agreement.

**On Commercial work, the wages for Plumber/Steamfitter Workers shall be:**

Entrance level -------- 40% of Journeyman's rate

Plumber/Steamfitter Workers may be employed in accordance with a ratio of one (1) per shop and one (1) for each additional seven (7) Plumber/Steamfitter Journeymen and Apprentices.

Plumber/Steamfitter Workers shall perform duties assigned in accordance with Appendix "B" attached.

17:2 Apprentices shall take the prescribed courses of the Piping Industry Training Committee of Manitoba. If an apprentice fails to successfully complete each course, he shall not qualify for advancement and shall remain at the same rate of pay until he has successfully completed that course.

17:3 Wages shall be paid weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this Collective Agreement) by cash or cheque, or by direct deposit including all vacation and Statutory Holiday Pay on Thursday, except if a Statutory Holiday falls on Friday, payday will be on Wednesday.

17:4 Vacation Pay allowance will be paid to employees weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this Collective Agreement) on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during the calendar year.

17:5 Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.

17:6 If an employee is laid off or discharged, the Employer will deliver to the Local's office in Winnipeg by courier within three (3) working days of such layoff or discharge, all wages due to the employee. If the Contractor does not deliver such payment within three (3) working days, a fifty dollar ($50.00) per day penalty will be assessed against the Contractor for each day that it is not delivered.

17:7 The Employer agrees to provide each pay period, a complete statement to each employee showing separate totals for the following:

Straight time hours paid
Overtime hours paid
Holiday pay
Union Deductions
and all fund contributions and amounts deducted.

17:8 On industrial work the minimum rate of wages for General Foremen when responsible for three (3) Foreman with thirty-five (35) employees (inclusive of Journeymen and Apprentices) shall be twenty-five percent (25%) above the Journeyman's rate.

17:09 On commercial work the minimum rate of wages for Foremen shall be ten percent (10%) above the journeyman's rate.

17:10 If the employee has not worked long enough to receive any monies on the regular pay day he shall be entitled to a pay advance equal to seventy-five percent (75%) of the salary earned.

## ARTICLE 18 - UNION REPRESENTATION - JOB STEWARD

18:1 When the Union deems it necessary, a Job Steward may be appointed or elected on any job where Union men are working. A Job Steward shall be elected when the crew size reaches eight (8) men. The Steward shall be under the direction of the Local's Business Manager or his designated representative at all times. Local 254 shall notify the Employer and/or his job superintendent by letter, of the name of the Job Steward and he shall put in a regular day's work. He shall be permitted to perform during working hours, such of his duties for the Union that cannot be performed at other times, including those duties assigned to him by the Business Manager or Agent. The Union agrees that such duties will be performed as expeditiously as possible, and the Employer agrees to allow the Steward reasonable time for such duties. There shall be no Union activity on the Employer's time or on the Employer's premises except that which is necessary in the processing of grievances and the administration and enforcement of this Agreement. This shall apply to Job Stewards and Business Agents alike.

18:2 Qualifications

18:2.1 Must be a Journeyman in good standing for one (1) year with Local 254.

18:2.2 Must be a Journeyman of a certified trade of Local Union 254.

18:2.3 The Local Union will endeavour to appoint or elect Job Stewards who are informed in:

1. Labour Laws
2. Union Management Agreements
3. Safety standards set by the Worker's Compensation Board.
4. Occupational Health and Safety Laws including W.H.M.I.S.
5. The Local's Foreman Training Course.

18:3 Duties

18:3.1 To properly execute his dual duties as tradesman and Job Steward.

18:3.2 To investigate complaints brought to him by Local Union 254 members on the job.

18:3.3 To report any apparent violation of an Article of the Agreement or of Labour Legislation to the Management - appointed Project Supervisor and to the Local 254 Business Manager.

18:3.4 To instruct Local Union 254 members on the job of the proper procedures by which the problem will be solved within the terms of the Agreement and the Labour Legislation.

18:3.5 The Steward shall be allowed to keep a record of the workers hired, laid off or discharged.

18:3.6 All new employees reporting to the job shall be introduced to the Job Steward.

No discrimination shall be shown any Steward by an Employer due to the performance of his duties as such.

18:3.7 The Steward shall also help create accountability for other Local 254 Union members in the areas of job-site safety practices, reporting to work on time and taking the appropriate time for coffee and lunch breaks.

18:4 The Job Steward will have seniority on the job until the number of men are reduced to eight (8) men.

18:5 The Employer shall notify the Local Union Manager before a Job Steward is discharged or laid off.

18:6 The Business Representative of the Union, after receiving prior permission from the Employer's main corporate office shall have access to all places where Union men are working provided that:

1. He first reports to a representative of the Contractor, on the job;
2. He conforms to all safety regulations on the job;
3. He does not interfere with progress of the work;
4. He is fully insured against all personal accident and personal injury and it is expressly understood that no claims will be levied against the Contractor for any personal loss or injuries suffered by a U.A. Business Representative while visiting on any of the Contractors projects or premises.

## ARTICLE 19 - MANAGEMENT RIGHTS

19:1 Local 254 acknowledges that each of the Contractors has the exclusive right and power to manage his business, direct the working forces, and to hire, promote, demote, or lay off in accordance with the terms of this Agreement, and to suspend, discharge or otherwise discipline employees for just cause.

## ARTICLE 20 - JOINT CONFERENCE BOARD

20:1 The parties agree to meet on an annual basis (or at the call of the Union Business Manager and the C.L.R.A.M. Executive Director) to review the Manitoba Mechanical Industry and the performance of this Collective Agreement within this industry.

## ARTICLE 21 - GRIEVANCE PROCEDURE

21:1 Employee and Employer Grievances

21:1.1 Should any differences arise between any Employer and any of its employees as to the interpretation, application, administration, or alleged violation of this Agreement, the parties hereto will attempt to settle such differences without any undue delay in the following manner.

It is agreed that any employee may have his Shop Steward or other Union Official present at any stage of the grievance procedure, at his discretion.

21.2 Step 1

21:2.1 Any employee may submit his grievance either orally or in writing to his job Foreman provided only that this is done within ten (10) working days from the time the misunderstanding or complaint occurred. If a satisfactory reply is not received within two (2) working days or if there is no job Foreman on the job site, the employee may then take his grievance to Step 2.

21:2.2 For the purpose of determining the time limit on grievances concerning hours of work, overtime, wages and other monetary allowances the commencement of the limiting time shall begin with the receipt by the employee of the wage data set forth in Article 17:3 of this Agreement.

21:3 Step 2

21:3.1 If the matter is not satisfactorily settled the complaint shall be stated in writing and the employee or a Union Official acting on behalf of the employee, either alone or in the presence of the employee, shall discuss it with his Employer within fifteen (15) working days from the time the misunderstanding or complaint occurred. Preparation of the grievance will be made off the job.

21:3.2 If a satisfactory reply is not received within forty-eight (48) hours or within such longer time as may be agreed by the parties as reasonable in view of the circumstances of the case, the employee may take his grievance to Step 3.

21:3.3 The Construction Labour Relations Association of Manitoba will receive written notification of all contract observance disputes involving its members that are not settled summarily on the job site in Step 1 of the Grievance Procedure. Copies of all Step 2 grievances against Employers shall be delivered to the Construction Labour Relations Association of Manitoba at the same time the grievance is delivered to the Employer involved.

21.4 Step 3

21:4.1 If a decision satisfactory to the party initiating the grievance is not given within the time limits set forth in Step 2 the grievance shall be submitted within five (5) working days to the Joint Conference Board. The grievance shall be stated in writing together with a summary of the facts and a statement of the remedy sought. A copy shall be mailed or delivered to each member of the Joint Conference Board. If a Joint Conference Board fails within seven (7) days following receipt of the grievance, to satisfactorily settle the grievance, either party shall be at liberty to refer the grievance to arbitration.

21:4.2 The Parties to this Agreement shall have the right to process a group grievance or a grievance against the other party by submitting the grievance in writing to the Joint Conference Board as detailed in Step 3.

21:4.3 Any agreement arrived at between the parties during or subsequent to the above steps shall be binding upon both parties and on the persons concerned.

21:4.4 It is agreed that no grievance shall exist unless it is submitted within the time limits specified. If the grievance is not advanced to the next step it shall be considered to have been settled on the basis of the last reply received.

21:4.5 It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until after exhausting the above grievance procedure.

21:4.6 At no time shall any employee leave the job, refuse to do his duties in a satisfactory manner to his Employer or encourage other employees to do likewise unless a legal strike has been declared. Such employee contravening the above clause shall be immediately discharged, at the discretion of the Employer.

## ARTICLE 22 - ARBITRATION PROCEDURE

22:1 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may within five (5) calendar days of exhausting the grievance procedure established in Article 22 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the first party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) calendar days advise the other party of the name of its appointee to the Arbitration Board.

22:2 The two appointees so selected shall within five (5) calendar days of the appointment of the second of them select a third member to the Arbitration Board who shall be the Chairman thereof. If the two (2) appointees are unable to agree upon the third appointee within two (2) weeks, or when the party receiving the notice fails to appoint a member of the Arbitration Board, either party may request the Chief Justice of Court of Queen's Bench or if for any reasons he is unable to act, any Justice of Court of Queen's Bench, to make the appointment or appointments.

22:3 The Arbitration Board shall then hear and determine the difference or allegation and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into, shall comply with the provisions of final settlement contained in the Agreement and shall fulfil all his other obligations under the Agreement.

22:4 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board. The Board of Arbitration shall not have jurisdiction to set provisions of a new Agreement, nor to make any decision inconsistent with the provisions of this Agreement, not by its decisions to change wholly or in part any provision of this Agreement.

22:5 Each of the parties hereto will bear the expense of the Arbitrator appointed by it or for it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board. Proceedings of the Arbitration Board will be expedited by the parties thereto.

## ARTICLE 23 - MONTHLY DUES CHECK-OFF

23:1 Each Employer shall, monthly deduct from the wages of each employee, employed within the scope of the Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues including supplementary field dues payable by each member of the Union, and shall remit the amounts so deducted, monthly, to the Union office, and no later than four (4) weeks from the date of the deduction.

23:2 The Union shall advise the Employer from time to time as to the amount of the regular monthly membership dues and the location of the Union Office.

23:3 The Employer shall inform the Union in writing of the time the regular monthly membership dues are remitted to the Union Office, the names of the employees from whose wages deductions have been made under paragraph 24:1 hereof, and the amounts so deducted from each employee's wages.

23:4 The Employers will record and send to the Building Trades Fund a record of hours worked, by employees covered under this Collective Agreement, on the forms provided by the Union for this purpose. The Funds in question will be remitted by the Union to the Trade Fund, as a portion of the Union dues.

## ARTICLE 24 - PROCEDURE TO BECOME SIGNERS

24:1 The Union agrees that it will make every endeavour to have its members work only for those Employers signatory to this Agreement; whenever a vacancy occurs in any shop then Local Union 254 must be given the first opportunity to fill same.

24:2 Before Union members are dispatched to an Employer who is not signatory to a United Association Agreement and registered in Manitoba for a minimum of two (2) years, such Employer shall be required to sign the current Collective Agreement and deposit a bond in the amount of fifty thousand ($50,000.00) dollars, or an equivalent amount to be determined by the Union, with the legal counsel of the Union for use in default of payment of wages, vacation pay, or any other contribution provided for in the Collective Agreement. When no longer required, such bond by mutual consent of the Union and the Employer concerned shall be terminated, but where mutual consent cannot be achieved, the matter shall be subject to arbitration.

The Union shall notify, in writing, the Construction Labour Relations Association of Manitoba that such financial guarantees, and duration thereof referred to above have been secured.

## ARTICLE 25 - PRE-JOB CONFERENCE

25:1 Any project shall not be started by an out-of-province Contractor until there has been a pre-job conference. The contractor shall arrange a meeting place within the jurisdiction of Local Union 254. The Director of the Labour Relations for the Construction Labour Relations Association of Manitoba shall be notified of the time and place of this meeting requesting him to attend. Plans necessary to the settlement of the jurisdiction problems shall be available at such meetings when notice of all special skills, processes and material be made known.

## ARTICLE 26 - MANITOBA APPRENTICESHIP ACT

26:1 The ratio of Apprentices to Journeymen shall be in accordance with the Apprenticeship Act.

## ARTICLE 27 - SAVINGS CLAUSE

27:1 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of Manitoba.

27:2 Should it later be determined that it would be a violation of any legally effective Dominion or Provincial order or statute to comply with any provision or provisions of this Agreement, the parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial order or statute, and other provisions of this Agreement shall not be affected thereby.

27:3 In the event it is found that any of the Trust Funds as set forth in Article 6 - Piping Industry Trust Funds, is contrary to law, the parties shall meet and mutually agree as to how these hourly amounts are to be used for the benefit of the members of Local 254, U.A. and for the benefit of the members of the Mechanical Trade Division of the Construction Labour Relations Association of Manitoba. If the parties are unable to mutually agree, the matter shall be referred to an Arbitrator for determination. Should the parties be unable to agree upon an Arbitrator, the appointment of same shall be made by the Chief Justice for the Court of Queen's Bench.

## ARTICLE 28 - TERM OF AGREEMENT

28:1 This Agreement shall be in full force and effect from June 2, 2018 to April 30, 2022, and should either party desire to add to, terminate, or revise this Agreement after the expiry date, then the party must give notice in writing to that effect at least thirty (30) days prior to the expiry date.

28:2 If no such notice is given as provided for, then this Agreement shall continue in full force and effect from year to year until such notice is given.

28:3 It is understood that all such Agreements are subject to all laws, rules or regulations and orders now in force and applicable hereto in the Province of Manitoba.

28:4 If the parties have not successfully negotiated a voluntary Collective Agreement by April 30, 2022, the parties will request a 3rd party Mediator to work with them to resolve the issue(s) which have led to the negotiated impasse. The parties will agree on who the mediator shall be, and they shall ask the Mediator to provide them with his recommended settlement of the issue(s) being mediated should the parties be unable to reach a voluntary settlement during the mediation process. Should the parties be unable to agree on who the Mediator shall be by May 15, 2022, the parties will then request the Minister of Labour to appoint the Mediator forthwith. The parties agree to continue the mediation process until either party advises (with four (4) weeks written notice) of their intention to withdraw from the Mediation Process.

The parties agree that, subject to the parties continuing to negotiate in good faith, there shall be a continuation of services to their clients or customers if the current Collective Agreement term expires. All employees shall continue to provide services (new construction & service) and shall receive a minimum adjustment to their base wage rate on May 1, 2022 (the first day after the expired date of the current Collective Agreement) of the percentage change recorded by Statistics Canada for the Manitoba (All Items) Consumer Price Index, March to March.

## ARTICLE 29 – STRIKES AND LOCKOUTS

29:1 It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.

29:2 It is agreed by the Employers that there shall be no lockout during the life of this Agreement or while negotiations for a renewal of the Agreement are in progress.

29:3 Notwithstanding (29:1) or (29:2) above where, following the nominal expiry date in Article 28:1 the parties have made every reasonable effort to conclude a Collective Agreement and no Collective Agreement has been concluded either party may notify the other party in writing of termination of the Collective Agreement. No legal strike or legal lockout shall take place until five (5) days have elapsed following the receipt of the notice referred to herein.

29:4 In the event of an information picket line being established at a job site within the jurisdiction of this Collective Agreement, by any Local of the Manitoba Building Trades or any other Organization, the Union agrees to ensure that appropriate representation of the Local (Business Manager, Business Agent, Local President) is present at the job site to advise that its members cross the information picket line and commence their shift as per the jobs pre-designated start time.

## SIGNING PAGE

SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of the members of the Mechanical Contractors Trade Division at Winnipeg, Manitoba, this 18 day of June, 2018.

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

A. Schleier, Chairman

P. Wightman, Executive Director

J. Derksen, Director Mechanical Trade Division

SIGNED on behalf of Local Union No. 254 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting and Pipefitting Industry of the United States and Canada and its members.

K. Kalcsics, Business Manager

The Members of the Mechanical Contractors Trade Division, Construction Labour Relations Association of Manitoba as of the date of signing of this Agreement are listed below:

Abco Supply & Service Ltd.
Bantrel Constructors
Black & McDonald Limited
Brown & Root Ltd.
Chemco Electric
Cimco Refrigeration Ltd.
Daplex Plumbing & Heating (1970) Limited
Derksen Plumbing & Heating (1984) Ltd.
DMS Industrial Constructors Inc.
E.S. Fox Limited
EIW Construction Services
GMA Industrial
HB Construction Ltd.
Jacobs Industrial Services Ltd.
Mathias & Nicol, Mechanical Division of Commonwealth Construction
Mikkelson-Coward & Company Limited
Northwest Electric Ltd.
Randall Plumbing & Heating Co. Limited
Trotter & Morten

## LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

BETWEEN

THE MECHANICAL CONTRACTORS TRADE DIVISION

OF THE

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 254

OF

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES

OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE

UNITED STATES AND CANADA

RE: COMPRESSED WORK WEEK

By mutual agreement between the Union and the Employer, a compressed work week of four - ten (10) hours days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

Applicable for Zone "B" only, an employee shall receive daily subsistence allowance on the basis of days worked plus one additional day to a maximum of seven (7) days.

If overtime is required on a compressed work week day(s), then meal and breaks as per Article 4:3 will apply with the first overtime meal break commencing at the start of the overtime period.

Should additional day(s) of work be required beyond the scheduled four – ten (10) hour days then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week.

In the event that any Holiday specified in Article 5:1 of the Agreement falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. 3 - ten (10) hour days. Accordingly, the amount of room and board or "subsistence allowance" will be paid as follows:

(a) If the Holiday falls on the first or last work day of a compressed work week the employee shall receive room and board or "subsistence allowance" on a days worked plus one (1) additional day basis.

(b) If the Holiday falls between but not on the first or last work day of a compressed work week the employee shall receive room and board or "subsistence allowance" for five (5) days.

In acceptance of the foregoing, the parties have affixed their signatures this 18 day of June, 2018.

For the Union: U.A. Local 254

K. Kalcsics
Business Manager

For the Employer: C.L.R.A.M.
Mechanical Contractors Trade Division

A. Schleier
Chairman

P. Wightman
Executive Director

J. Derksen
Director, Mechanical Trade Division

LETTER OF UNDERSTANDING #2

BETWEEN

THE MECHANICAL CONTRACTORS TRADE DIVISION

OF THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 254

OF THE UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES

OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

RE: HIRING HALL PROCEDURE

It is agreed that for all work (as defined by the Collective Agreement) the parties agree to a hiring hall procedure as follows:

a) Effective date of signing of this Letter of Understanding, a hiring-hall procedure for new hires of three (3) (Employer name-hires) to one (1) (Union placement off the top of the current out-of-work list) for the first twelve (12) hires and then the parties will continue with a 1:1 ratio going forward per project specific request. The Employer shall have the right to refuse any potential employee referred by the Union as per the principles outlined within 10:2 of the Collective Agreement. It is further agreed that a man may only be transferred to the job in question provided he has been employed for a minimum of two (2) weeks prior to the transfer.

b) Employer Recall Right: The last Employer shall have the unrestricted right to recall their laid-off employee(s) (whose name appears on the Union's out of work list) for a ten (10) working day period from his date of lay-off. Short-term employees, as defined by Local Union 254 Bylaws, are excluded.

Employee Recall Right: If a job is interrupted due to an unforeseen situation (i.e. fire, flood, weather, etc.) or a new phase of the job is delayed, the men who were laid-off shall have first right of recall to that job (or new Phase) for ten (10) working days, when required by the Employer.

c) The selection of Foremen falls outside the hiring hall procedure as described in (a) above.

d) Any member who is referred by the Union and within five (5) working days of initial hire is deemed to be unsatisfactory (as per Article 10:2) by the Employer and is terminated, this individual shall not be eligible for any travel costs and will not be entitled to his subsistence allowance for his last day worked.

e) Immediately upon request of a signatory Contractor, the Union will fax them its current out of work members listing of members eligible for employment.

f) The Union will endeavour to dispatch members to its signatory contractors who have taken safety-training courses that have been sanctioned by Local 254's Piping Industry Training Committee.

In acceptance of the foregoing, the parties have affixed their signatures this 18 day of June, 2018.

For the Union: UA, Local 254

K. Kalcsics
Business Manager

For the Employer: C.L.R.A.M.

A. Schleier
Chairman

P. Wightman
Executive Director

J. Derksen
Director, Mechanical Trade Division

LETTER OF UNDERSTANDING #3
BETWEEN

THE MECHANICAL CONTRACTORS TRADE DIVISION

OF THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 254

OF THE UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES

OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

RE: EXPANSION OF UNION PARTNERSHIP MARKET SHARE

The parties to this Collective Agreement agree that the expansion of the current plumbing/fitting market currently enjoyed by our partnership is a fundamental goal that must be acted upon without delay.

The parties agree that in order to expand our joint market share partnership into a market area that we currently have great difficulty securing work in or into market areas that we have not previously attempted to secure work in, a more cooperative effort must be undertaken with respect to amending terms and conditions of our current Collective Agreement (in a specific targeted fashion) to give our partnership the highest opportunity to secure this work.

To that end, the Contractors commit to meeting with Local 254 (either individually or as a Trade Division) to identify these job opportunities as they occur (i.e. well in advance of tendering deadlines) as well as identifying specific terms and conditions that will need to be altered in order for the Contractor to bid the work in question.

Local 254 will have the sole responsibility of establishing the enabling issues it wishes to provide to the Contractor including the securing of available manpower (i.e. through the Local's available membership or permit workers in compliance with the Collective Agreement).

In acceptance of the foregoing, the parties have affixed their signatures this 18 day of June, 2018.

For the Union: UA, Local 254

K. Kalcsics
Business Manager

For the Employer: C.L.R.A.M.

A. Schleier
Chairman

P. Wightman
Executive Director

J. Derksen
Director, Mechanical Trade Division

LETTER OF UNDERSTANDING #4

BETWEEN

THE MECHANICAL CONTRACTORS TRADE DIVISION OF THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 254 OF THE UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

RE: EMPLOYMENT OF HELMETS TO HARDHATS CANADA REGISTRANTS

Whereas Helmets to Hardhats Canada (H2HC) facilitates veterans of the Canadian Armed Forces and persons planning to transition from service in the Canadian Armed Forces (H2HC registrants) in gaining careers in the construction and maintenance trades and occupations; and

Whereas the Parties are supporting of the efforts of H2HC and assisting in ensuring H2HC registrants are afforded priority opportunities to engage in the construction and maintenance trades and occupations;

Now Therefore It Is Agreed that in addition to the hiring procedures and the Union and employer hiring obligations and prerogatives set out in the current Collective Agreement between the Parties;

1. The Union shall establish protocols to ensure priority dispatch of H2HC registrants in response to employer dispatch requests, in recognition, appreciation and respect for the service to Canada of H2HC registrants and communicate such protocols to the employer or employers bound by the Collective Agreement.

2. The Union, as may be appropriate, shall establish provisions with its apprenticeship intakes to include H2HC registrants.

3. The Employer may directly hire H2HC registrants, subject to the following conditions:

    a) The Union shall be notified of the name and contact information of each person so hired, and of the position/appointment being filled, forthwith upon employing each;

    b) Such direct hires may not exceed 1 hire per calendar year or 5% of all hires in a calendar year (whichever is the greater) within the scope of the Collective Agreement;

    c) Persons so hired must make application to join the Union, which shall make union membership available to the person so hired, and pay the usual dues and assessments required of persons employed pursuant to the Collective Agreement;

    d) The Employer shall forthwith cause the person so hired to be indentured as an apprentice, where it is possible to do so.

e) The employee (members of Local 254) and the Employer shall each contribute 1 cent per hour worked to fund the H2HC program (2 cents in total per hour worked). The two cent ($0.02) hourly funding contribution shall be applied on each payroll period.

4. Additional hires of H2HC registrants may be mutually agreed between the Union and the Employer.

5. This Letter of Understanding shall be effective from the signed date below and shall be attached to and form part of the Collective Agreement.

In acceptance of the foregoing, the parties have affixed their signatures this 18 day of June, 2018.

For the Union: UA, Local 254

Kyle Kalcsics, Business Manager

For the Employer: C.L.R.A.M.

A. Schleier, Chairman

P. Wightman, Executive Director

J. Derksen Director, Mechanical Trade Division

## APPENDIX "A"

For the purpose of this Agreement, an Industrial Plant or Project shall mean Manufacturing, Production and Processing Plants (examples: pulp and paper plants, sawmills, distilleries, breweries, bottling plants (other than plants for carbonated beverages), glass plants, chemical plants, oil refineries, gas or scrubbing plants, fertilizer plants, environmental systems for industrial plants, sewage treatment and water treatment for industrial use, heavy water plants, nuclear and atomic energy plants, etc.); Mining; Transmission Facilities which includes meter stations, valve stations, pumping stations, compressor stations, drilling rigs and tank farms, dams, hydro electric projects, and all facilities used in the generation of electricity including converter stations and switch yards

(a) On Industrial Sites where the Employer is installing only process piping or where the Employer is simultaneously installing process piping, heating, comfort control and/or plumbing piping, then ALL such work shall be classified INDUSTRIAL.

On Industrial Sites where the Employer is installing only utility and plumbing/HVAC (no process piping) then ALL such work shall be classified COMMERCIAL.

(b) If process piping and heating, comfort control systems, or plumbing piping is being installed on the site by more than one Employer (under one Contract), then:

(i) The Employer installing process piping shall have his work classified INDUSTRIAL
(ii) The Employer installing only heating, sprinkler, comfort control systems, and/or plumbing or utility piping shall have his work classified COMMERCIAL

(c) All heating, comfort control systems, and/or plumbing piping on camp and administration buildings shall be classified COMMERCIAL.

(d) Industrial work shall not include MAINTENANCE WORK which shall mean any work performed of a maintenance, repair, or renovation character within the limit of the plant property. The words "repair" and "renovation" in connection with maintenance refer to work required to restore by replacement or by revamping of parts of existing facilities to the former efficient operating conditions. Maintenance work should not be construed to mean changes in the design of an existing plant which would cause to improve or increase the design output or production of an Industrial Plant or Project as this is considered new Industrial work.

## APPENDIX "B"

### Mechanical Plumber/Steamfitter Worker

The Mechanical Plumber/Steamfitter Worker shall not install any piping material or hook up of Mechanical equipment. For example, purposes only, and not limited to the following listing, the "Worker" can perform the following duties:

General housekeeping
Delivery and truck driving of parts or equipment trucks
Material handling
Sleeving (jackhandling)
Diamond drilling
Trenching
Painting supports and pipe
Buffing and buttering bolts

## APPENDIX "C" - EMPLOYER NOTIFICATION FORM

JOB # _____

DATE SUBMITTED BY FACSIMILE: _____

EMPLOYER'S NAME: _____

CONTACT PERSON: _____

EMPLOYER'S ADDRESS: _____

EMPLOYER'S TELEPHONE: _____ FACSIMILE: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

TYPE OF WORK _____ RESIDENTIAL _____ INDUSTRIAL _____ MAINTENANCE

_____ COMMERCIAL/INSTITUTIONAL _____ OTHER

DESCRIPTION OF PROJECT: _____

CLOSING DATE: _____

Est. Mechanical Contract Value: _____ Start Date: _____

Approx. Hours: _____ Completion Date: _____

Known Non U.A. Bidders: _____

THIS PROJECT WILL BE TENDERED THROUGH:

Bid Deposit _____ Phone in Bid _____ Formal Tender _____

INDICATE WHETHER FAIR WAGE WILL APPLY: ____ PROVINCIAL
____ MUNICIPAL

ENABLING REQUEST: (Overtime Issue, Travel Expenses, Subsistence, etc.):

LIST ALL KNOWN BIDDING CONTRACTORS (use extra sheet if necessary)

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PLEASE FORWARD A COPY TO THE C.LR.A.M. TEL: (204) 775-0441 FAX: (204) 783-7270

## APPENDIX "D" - UNITED ASSOCIATION, LOCAL 254 CONFIRMATION FORM

UNITED ASSOCIATION, LOCAL 254
34 HIGGINS AVENUE
WINNIPEG, MANITOBA, R3B 6A5

TELEPHONE: (204) 947-0497
FACSIMILE: (204) 947-1512

JOB # _____

DATE SUBMITTED BY FACSIMILE: _____

UNION CONTACT PERSON: _____

PROJECT NAME: _____

CLOSING DATE: _____

UNION CONFIRMATION TO EMPLOYER RE: ENABLING REQUEST:

The Union will ensure that their Union Confirmation Form will be provided to the members of the C.L.R.A.M. Mechanical Contractors Trade Division no later than 12:00 p.m. (noon) the days prior to the job/tender closing.

LIST ALL KNOWN BIDDING CONTRACTORS (use extra sheet if necessary)

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PLEASE FORWARD A COPY TO C.L.R.A.M. TEL: (204) 775-0441 FAX: (204) 783-7270
701 – 161 Portage Avenue East
Winnipeg, Manitoba, R3B OY4

## APPENDIX "E" - STANDARD FOR EXCELLENCE

The parties agree to adhere to the following Standard for Excellence:

| Member and Local Union Responsibilities | Employer and Management Responsibilities |
|---|---|
| | |
| Arrive on time | Ineffective Management, Superintendents, Journeyperson and Apprentices will be returned to the referral hall. |
| | |
| Adhere to contractual lunch and break times (Personal Cell phones are only used at this time) | Provide worker recognition. |
| | |
| Have required tools. Respect tools and equipment supplied by employer. | Ensure all materials needed are available. |
| | |
| Zero tolerance substance abuse policy. | Provide storage for tools. |
| | |
| Eliminate work disruptions. | Provide leadership to Jobsite Supervisors. |
| | |
| Ensure safe on-time completion of projects. | Ensure leadership takes responsibility for mistakes created by management decisions. |
| | |
| Respect property. | Be consistent and fair with disciplinary action. |
| | |
| Be productive, dress appropriately. | Create and maintain a safe work environment. |
| | |
| Respect and adhere to Employer and customer rules and policies. | Promote and support continued education and training. |
| | |
| Follow management directives. | Have properly manned projects. |
| | |
| Enhance skill level by using local and international training classes and take advantage of the certification system | Treat employees with respect. |
| | Cooperate and communicate with Steward. |
| | |

## APPENDIX "F" – EMPLOYER TOTAL LABOUR COST

| 2-Jun-18 | % to JN | Base Rate | Stat Pay | Vac Pay | H & W | Pension | Training | I.P. | Total |
|---|---|---|---|---|---|---|---|---|---|
| Journeyman | | $40.84 | $1.84 | $2.56 | $0.91 | $6.61 | $0.51 | $0.44 | **$53.71** |
| Industrial General Foreman @ 25% | 125% | $51.05 | $2.30 | $3.20 | $0.91 | $6.61 | $0.51 | $0.44 | **$65.02** |
| Ind/Com G.F @ 15% | 115% | $46.97 | $2.11 | $2.94 | $0.91 | $6.61 | $0.51 | $0.44 | **$60.49** |
| Ind Foreman @ 10% | 110% | $44.92 | $2.02 | $2.82 | $0.91 | $6.61 | $0.51 | $0.44 | **$58.23** |
| Com Foreman @ 10% | 110% | $44.92 | $2.02 | $2.82 | $0.91 | $6.61 | $0.51 | $0.44 | **$58.23** |
| 5th Year Apprentice | 93.5% | $38.19 | $1.72 | $2.39 | $0.91 | $6.18 | $0.51 | $0.44 | **$50.34** |
| 4th Year Apprentice | 80% | $32.67 | $1.47 | $2.05 | $0.91 | $5.29 | $0.51 | $0.44 | **$43.34** |
| 3rd Year Apprentice | 70% | $28.59 | $1.29 | $1.79 | $0.91 | $4.63 | $0.51 | $0.44 | **$38.15** |
| 2nd Year Apprentice | 60% | $24.50 | $1.10 | $1.54 | $0.91 | $3.97 | $0.51 | $0.44 | **$32.97** |
| 1st Year Apprentice | 50% | $20.42 | $0.92 | $1.28 | $0.91 | $3.31 | $0.51 | $0.44 | **$27.78** |
| Plumber/Steamfitter Worker | 40% | $16.34 | $0.74 | $1.02 | $0.00 | $0.00 | $0.00 | $0.44 | **$18.54** |
| | | | | | | | | | |
| 1-May-19 | % to JN | Base Rate | Stat Pay | Vac Pay | H & W | Pension | Training | I.P. | Total |
| Journeyman | | $41.35 | $1.86 | $2.59 | $0.91 | $6.61 | $0.51 | $0.44 | **$54.27** |
| Industrial General Foreman @ 25% | 125% | $51.69 | $2.33 | $3.24 | $0.91 | $6.61 | $0.51 | $0.44 | **$65.72** |
| Ind/Com G.F @ 15% | 115% | $47.55 | $2.14 | $2.98 | $0.91 | $6.61 | $0.51 | $0.44 | **$61.14** |
| Ind Foreman @ 10% | 110% | $45.49 | $2.05 | $2.85 | $0.91 | $6.61 | $0.51 | $0.44 | **$58.85** |
| Com Foreman @ 10% | 110% | $45.49 | $2.05 | $2.85 | $0.91 | $6.61 | $0.51 | $0.44 | **$58.85** |
| 5th Year Apprentice | 93.5% | $38.66 | $1.74 | $2.42 | $0.91 | $6.18 | $0.51 | $0.44 | **$50.87** |
| 4th Year Apprentice | 80% | $33.08 | $1.49 | $2.07 | $0.91 | $5.29 | $0.51 | $0.44 | **$43.79** |
| 3rd Year Apprentice | 70% | $28.95 | $1.30 | $1.81 | $0.91 | $4.63 | $0.51 | $0.44 | **$38.55** |
| 2nd Year Apprentice | 60% | $24.81 | $1.12 | $1.56 | $0.91 | $3.97 | $0.51 | $0.44 | **$33.31** |
| 1st Year Apprentice | 50% | $20.68 | $0.93 | $1.30 | $0.91 | $3.31 | $0.51 | $0.44 | **$28.07** |
| Plumber/Steamfitter Worker | 40% | $16.54 | $0.74 | $1.04 | $0.00 | $0.00 | $0.00 | $0.44 | **$18.76** |
| | | | | | | | | | |
| 1-May-20 | % to JN | Base Rate | Stat Pay | Vac Pay | H & W | Pension | Training | I.P. | Total |
| Journeyman | | $41.86 | $1.88 | $2.62 | $0.91 | $6.61 | $0.51 | $0.44 | **$54.84** |
| Industrial General Foreman @ 25% | 125% | $52.33 | $2.35 | $3.28 | $0.91 | $6.61 | $0.51 | $0.44 | **$66.43** |
| Ind/Com G.F @ 15% | 115% | $48.14 | $2.17 | $3.02 | $0.91 | $6.61 | $0.51 | $0.44 | **$61.79** |
| Ind Foreman @ 10% | 110% | $46.05 | $2.07 | $2.89 | $0.91 | $6.61 | $0.51 | $0.44 | **$59.48** |
| Com Foreman @ 10% | 110% | $46.05 | $2.07 | $2.89 | $0.91 | $6.61 | $0.51 | $0.44 | **$59.48** |
| 5th Year Apprentice | 93.5% | $39.14 | $1.76 | $2.45 | $0.91 | $6.18 | $0.51 | $0.44 | **$51.39** |
| 4th Year Apprentice | 80% | $33.49 | $1.51 | $2.10 | $0.91 | $5.29 | $0.51 | $0.44 | **$44.24** |
| 3rd Year Apprentice | 70% | $29.30 | $1.32 | $1.84 | $0.91 | $4.63 | $0.51 | $0.44 | **$38.94** |
| 2nd Year Apprentice | 60% | $25.12 | $1.13 | $1.57 | $0.91 | $3.97 | $0.51 | $0.44 | **$33.65** |
| 1st Year Apprentice | 50% | $20.93 | $0.94 | $1.31 | $0.91 | $3.31 | $0.51 | $0.44 | **$28.35** |
| Plumber/Steamfitter Worker | 40% | $16.74 | $0.75 | $1.05 | $0.00 | $0.00 | $0.00 | $0.44 | **$18.99** |
| | | | | | | | | | |
| | | | | | | | | | |
| 1-May-21 | | | | | | | | | |
| (As per Article 17:1) | | | | | | | | | |