

COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THE 18th DAY

OF JULY, 2016

BETWEEN

The Association of Commercial and Industrial Contractors of P.E.I.; hereinafter, called the Association;

AND

Local Union No. 721, United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the U.S.A. and Canada; hereinafter, called the Union.

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PURPOSE

The purpose of this Agreement is to maintain harmonious relations and settle conditions of employment between the Association and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, to encourage efficiency in operation and to promote morale, safety and security for all.

ARTICLE 1 - RECOGNITION

- 1.01** Articles of this Agreement made and entered into between the Association of Commercial and Industrial Contractors of P.E.I., hereinafter called the Association and Local Union 721, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S.A. and Canada, hereinafter called the Union.
- 1.02** The Parties agree that this Agreement is binding upon the Association of Commercial and Industrial Contractors of the P.E.I. Labour Relations Board, on behalf of its members who have authorized the committee to conclude a collective agreement on their behalf with Local Union No. 721 and each and every of its members. For the purposes of this Agreement the Association is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of its members. The Union agrees that the Association shall solely represent each and every 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, negotiation or discussion shall take place between individual Association members and the Union, except at the discretion of the Association, or as provided in this Agreement.
- 1.03** The Union agrees that its members will work for Association members who are bound by and to the terms and conditions as set out in this Agreement when work is available. The Association recognizes the Union as the exclusive bargaining agent for all employees bound by and to the terms and condition as set out in this Agreement.
- 1.04** The Employer is any contactor or Association Member, or any person including a partnership or corporation who is party to the Collective Agreement.

ARTICLE 2 - JURISDICTIONAL AREA OF AGREEMENT

- 2.01** This Agreement shall apply to all members of the Plumbing, Pipefitting, Heating, Ventilation and Air Conditioning (HVAC), Industrial, Commercial and Residential Sectors of the Construction Industry in the Province of Prince Edward Island to provide uniform interpretation, application and administration of relationship established.

ARTICLE 3 - UNION SECURITY

- 3.01** It shall be a condition of employment that all employees of the Employers covered by this Agreement be members of the Union in good standing on the effective date of this Agreement and shall remain members in good standing and those who are not members on the effective date of Agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after

its effective date shall become and remain members in good standing of the Union.

3.02 The Association will co-operate with the International Union providing employment for their members, and the Union agrees to assist the Association by all means in their power to secure and supply skilled and competent craftsmen.

3.03 (a) When the Employer requires men, the Employer shall contact the Union Business Agent or Union Office before 4:00 pm of any regular working day and specify the number of Journeymen plumbers, pipe fitters, welders or apprentices required. The Union will name the first choice from out-of-work lists and the employer will name the second choice from out-of-work lists on a continuous basis.

The list will be categorized in three (3) parts being:

1. Journeymen plumbers/pipe fitters
2. Welders
3. Apprentices

(b) If the Union cannot supply the Association Member with qualified and capable men within forty-eight (48) hours, the Association Member may procure men elsewhere. Employees hired by the contractors shall have with them, at the time of hiring, a referral slip signed by the Business Agent of the Union.

(c) An up-to-date list of out-of-work members will be maintained at the Union office. Upon reasonable request the list will be faxed to individual Employers.

3.04 It is mutually agreed that Association Member deduct from the wages of each of his employees weekly dues at the following rates: **3.50%** of the hourly base rate for each hour worked per week upon signing of the authorization card by the employee. This amount is to be sent to the Secretary/Treasurer of the union, together with a list of the employees from whom the deductions are made. All deductions are to be submitted not later than the 15th of the month following. **All hours worked and** deductions shall be shown on and submitted with the Employer Contribution Form. Interest will be charged at the rate of 2% per month on total dues deductions not submitted by the 15th of the month following.

3.05 The Union shall advise the Association Member from time to time as to the amount of the regular monthly membership dues and the location of the Union office.

3.06 On each job a Foreman shall be appointed by written notice to the Union office in accordance with Article 22, One Foreman will not be responsible for more than eight (8) men. After the eighth person is hired, the Foreman shall become a non-working foreman.

3.07 When travel card members are employed and members in good standing of Local 721 become available, travel card members shall be replaced by qualified members of Local 721. When a potential member is employed, the potential member shall not be displaced, if accepted by the Union Executive.

ARTICLE 4 - BUSINESS AGENTS AND STEWARDS

4.01 The Union shall advise the Association Member in writing the name of its current Business Agent or acting Business Agent.

4.02 The Business Agent shall have access to the job site in the performance of his duties in servicing this Agreement, provided he has notified the Association Member's superintendent, or foreman. While on the site the Business Agent shall not interfere in any way with the progress of the work.

4.03 (a) It is agreed that the Union shall notify the Employer in writing, of the appointment of a Steward. The Employer must notify the Union and the Steward immediately when discharging or transferring a Steward. The Union will give consideration to the recommendation of the journeyman and apprentices employed at the Shop/Job for a Steward vacancy.

(b) The Steward shall be recognized at the shop in which he is employed and shall not be discriminated against.

(c) The Steward shall be allowed time to perform his duties and present grievances during working hours, on site or at the shop.

(d) The Steward shall be notified of men working any overtime and shall be given the just opportunity to work the overtime. If the Steward is not working the overtime, he shall appoint a temporary Steward amongst the men working the overtime.

(e) In the shop, the Steward, will be the last man laid-off with the exception of a Foreman and designated Serviceman, equipped for service work with company vehicles.

(f) Stewards on the job will be the last man laid-off with the exception of a Foreman and one (1) Journeyman.

4.04 The Union reserves the right to discipline its members

4.05 The Union reserves the right to bring in representation for negotiations and for grievance procedures.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01** The Union agrees that it is the exclusive function of the Association Member to exercise the usual function of management.
- 5.02** The Right
- (a)** to conduct its business in all respects in accordance with its commitments and responsibilities including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of men required on all operations, to determine kinds and location of machines, tools and equipment to be used and the schedules of jobs and work, to determine the suitability of employees for various types of work and to maintain order, discipline, and efficiency;
 - (b)** to hire, lay-off, transfer, promote, or discharge employees for just and sufficient cause; and
 - (c)** to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.
 - (d)** It is agreed that management rights shall not be exercised in a manner inconsistent with this Agreement.
 - (e)** No agreement different from this Agreement shall be signed by this Union with any other contractor within the scope of this Agreement; or,
 - (f)** The unionized Employers shall have the right to subcontract U.A Local 721 work and the unionized Employer shall make this Contract part of the Contract with the subcontractor and use qualified U.A. Local 721 members.

ARTICLE 6- HOURS OF WORK

- 6.01** **(a)** Forty (40) hours constitutes a week's work beginning Monday at 8:00 am and ending Friday at 4:30 pm and shall be considered a normal work week.
- (b)** Special working hours Monday to Thursday not to exceed forty (40) hours, i.e. 4 x 10 may be brought into effect by 100% agreement of all Parties. Work performed on Friday will be at O.T. as per the Collective Agreement.
- 6.02** The normal workday shall be 8:00 am to 4:30 pm with a 30 minute lunch period.
- 6.03** One (1) morning break and one (1) afternoon break shall be provided to the employees during the normal eight (8) hour working day provided that the employees do not leave the job and that the breaks do not exceed the fifteen (15) minutes. The Foreman and Job Steward will ensure that break times are adhered to. Break periods may be altered in cases of emergency.

- 6.04** In finishing up a job on any regular working day, where the employee is not returning the next day and to finish will take no more than one (1) hours time, it will be done at the regular rate of wages.
- 6.05** (a) **Overtime on service work**, if instructed by the Association Member, shall be paid for at the rate of time and one half of the base rate plus vacation pay and pension contribution, except that when an employee is required to work on a holiday outlined in Article 7, the employee shall be paid at the rate of double time for all hours worked on the holiday calculated on the base rate plus vacation pay and pension contributions;
- (b) **All other overtime**, if instructed by the Association Member, shall be paid at the rate of time and one-half Monday to Saturday and double time on Sundays and holidays, calculated on the base rate plus vacation pay and pension contribution.
- 6.06** All overtime will be strictly on a voluntary basis.
- 6.07** Local 721 men working on a job shall have the right to all overtime on that job.
- 6.08** When shift work is instituted it shall consist of the day shift, the afternoon or second shift and the midnight or third shift. No employee shall work more than one (1) shift in a twenty-four hour period.
- 6.09** Where it is necessary to work two (2) shifts, a full eight (8) hours shall be worked on each shift. For the second shift, the wages for Journeymen and Apprentices shall be ten (10%) percent per hour above the total package as per Appendix "C" and Appendix "E".
- 6.10** Where a third shift is required the rate shall be fifteen (15%) percent per hour above the total package as per Appendix "C" and Appendix "E".
- 6.11** An employee shall not leave the job after starting time without the permission of his Supervisor or Representative.
- 6.12** The Association Member and the Union shall co-operate in trying to eliminate unnecessary absenteeism. An employee who is not reporting for work shall attempt to contact the Association Member prior to starting time of his shift.
- 6.13** Employees shall be on the job site and report to the Foreman at the start of the employee's shift. A reasonable amount of time, as established by the Foreman and Job Steward, shall be allowed at the end of the shift for clean up of tools, materials, etc.
- 6.14** When a man reports to the job at the specified time and is refused work, he will be paid two (2) hours reporting time. If a man reports to a job site and due to inclement weather no work is available, this Article does not apply.

6.15 No member of the Union who is employed under the terms of this Agreement shall do work at his trade or connected work for any other person or persons outside the regular hours as laid down in this Agreement. Employees reported to the Union for violation of this rule and who are working monetary gain shall be disciplined according to the following schedule:

- 1st offence - \$50.00 fine and one (1) week suspension
- 2nd offence - \$100.00 fine and one (1) month suspension
- 3rd offence - Expulsion from the Union for one (1) year

Association Members shall deduct these fines from employees' wages and submit to the Union, Secretary-Treasurer.

6.16 No member of the Union who is employed under the terms of this Agreement shall do any work for any person or persons while on paid vacation by the Association Member. Employees reported to the Union for violation of this rule shall be disciplined to the schedule laid down in Article 6.15

6.17 When an employee is required by the Employer to complete a safety course (WHMIS, Fall Arrest, Safety Orientation, First Aid and Confined Space) the Employer will pay the employee the straight time wage rate for the time the employee is on the course, providing the employee successfully completes the course.

ARTICLE 7 - HOLIDAYS

7.01 (a) The following holidays shall be paid for at double the time the normal rate for work performed. Work hours will not be changed in the week the holiday falls in. Employees shall be compensated for the following holidays as noted in Appendix "C" and Appendix "E".

- | | |
|------------------|----------------|
| *New Year's Day | *Good Friday |
| Victoria Day | *Canada Day |
| *Remembrance Day | *Labour Day |
| Boxing Day | *Christmas Day |
| Thanksgiving Day | *Islander Day |

***Denotes Statutory Holidays**

(b) Holidays will be observed as per the following:

<u>CALENDAR YEAR 2016</u>	<u>DAY FALLS ON</u>	<u>DAY OFF</u>
New Year's Day	Friday, January 1	Friday, January 1
Islander Day	Monday, February 15	Monday, February 15
Good Friday	Friday, March 25	Friday, March 25
Victoria Day	Monday, May 23	Monday, May 23
Canada Day	Friday, July 1	Friday, July 1
Labour Day	Monday, September 5	Monday, September 5
Thanksgiving Day	Monday, October 10	Monday, October 10

Remembrance Day
Christmas Day
Boxing Day

Friday, November 11
Sunday, December 25
Monday, December 26

Friday, November 11
Monday, December 26
Tuesday, December 27

CALENDAR YEAR 2017

New Year's Day
Islander Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

DAY FALLS ON

Sunday, January 1
Monday, February 20
Friday, April 14
Monday, May 22
Saturday, July 1
Monday, September 4
Monday, October 9
Saturday, November 11
Monday, December 25
Tuesday, December 26

DAY OFF

Monday, January 2
Monday, February 20
Friday, April 14
Monday, May 22
Monday, July 3
Monday, September 4
Monday, October 9
Saturday, November 13
Monday, December 25
Tuesday, December 26

CALENDAR YEAR 2018

New Year's Day
Islander Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

DAY FALLS ON

Monday, January 1
Monday, February 19
Friday, March 30
Monday, May 21
Sunday, July 1
Monday, September 3
Monday, October 8
Sunday, November 11
Tuesday, December 25
Wednesday, December 26

DAY OFF

Monday, January 1
Monday, February 19
Friday, March 30
Monday, May 21
Monday, July 2
Monday, September 3
Monday, October 8
Monday, November 12
Tuesday, December 25
Wednesday, December 26

CALENDAR YEAR 2019

New Year's Day
Islander Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

DAY FALLS ON

Tuesday, January 1
Monday, February 18
Friday, April 19
Monday, May 20
Monday, July 1
Monday, September 2
Monday, October 14
Monday, November 11
Wednesday, December 25
Thursday, December 26

DAY OFF

Tuesday, January 1
Monday, February 18
Friday, April 19
Monday, May 20
Monday, July 1
Monday, September 2
Monday, October 14
Monday, November 11
Wednesday, December 25
Thursday, December 26

ARTICLE 8 - TOOLS AND EQUIPMENT

8.01 Employer's tools, materials and equipment can be unloaded or moved away by the Association member during any work stoppage or strike and the necessary arrangements, in the opinion of the Association Member, shall be made for the protection thereof.

- 8.02** All tradesmen at the beginning of their employment shall have tools as outlined in Appendix "A". Tools that are broken or worn out on the job shall be repaired or replaced by the Employer with tools of equal quality.
- 8.03** Tools and equipment supplied by the Association Member shall be issued to an employee who shall sign a receipt for them and be financially responsible for them if lost. When tools or equipment are returned, the receipt shall be returned to the employee.
- 8.04** The Employer shall provide a tool lock-up for an employee's tools.

ARTICLE 9A - WORKING CONDITIONS

- 9.01 (a)** The Association Member shall provide a suitable waterproof place for the purpose of a lunchroom, which shall be heated in cold weather. Fresh drinking water or a water cooler and papers cups will be provided by the Employer, as necessary.
- 9.02 (a)** The Association Members will co-operate with the Union in ensuring sanitary facilities are maintained on the site in accordance with the *Worker's Compensation Act* of Prince Edward Island, and the *Occupational Health and Safety Act and Regulations*, Province of Prince Edward Island.
- 9.03 (a)** A properly equipped First Aid Kit shall be provided on site by the Association Member and in Company vehicles.
- 9.04 (a)** If an employee is injured on the job site and must leave to get medical attention and is advised by his doctor to remain off work the day of his injury, the employer will pay regular rates of pay to the worker for the hours of work lost on the first day of injury.
- 9.05 (a)** If a project is closed down by an authorized inspector under the *Worker's Compensation Act and Regulations* of Prince Edward Island or the *Occupational Health and Safety Act and Regulations*, Province of Prince Edward Island, the result of the Mechanical Employers misfeasance, employees shall be assigned to clean up or other work. Should other work not be available the employee shall be paid for the balance of the regular shift.

ARTICLE 9B—EMPLOYEE NEGOTIATING COMMITTEE AND MEETINGS

- 9.01 (b)** The Negotiating Committee shall be comprised of three (3) representatives from each party and two (2) of the three (3) from each Party will form a quorum.
- 9.02 (b)** Any representative of the Union, who is in the employ of the Employer, shall have the right to attend all meetings with the Employer or the Association, held within working hours, without loss of wages and benefits. The Employer will invoice the Union for the wages and benefits paid to the employees for these meetings. The Union will pay the invoices for these wages and benefits paid to the employees plus an administration fee, the amount of this fee is to be agreed on by both Parties. This Article shall not conflict in any way with Article 4.

ARTICLE 10 - DISPUTES

- 10.01** A Joint Conference Board will be formed by three (3) members of the Association of Commercial and Industrial Contractors and three (3) members of the Union. The Joint Conference Board shall meet every three (3) months or more often if requested by either Party. Two (2) members from each Party will form a quorum.
- 10.02** Minor disputes which occur on the job site or at the shop will be discussed and settled by the Steward and the Association Member's Superintendent.
- 10.03** In the case of any disputes or grievances arising that cannot be settled, the Union Representative or the Association Member superintendent shall contact the Chairman of the Association of Commercial and Industrial Contractors of P.E.I., or the Union Business Manager to negotiate the grievance. If the dispute or grievance remains unsettled, it will be referred to the Joint Conference Board, and the Board shall meet within seventy-two (72) hours. In any case, any grievance that is not submitted in writing to the other Party within fifteen (15) business days shall be deemed abandoned.
- 10.04** If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Board upon it having been considered, then either of the Parties to the dispute or grievance may request arbitration in the manner herein provided for.
- 10.05** A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the Parties and their members.
- 10.06** It is mutually agreed by both Parties there shall be no strike, lock out, picketing, slow down, or stoppage of work, either complete or partial, during the terms of this Agreement. No Union member shall be required to cross a legal picket line.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01** Arbitration shall be commenced by either Party giving notice in writing to the other Party, within seven (7) calendar days, after an answer from the Joint Conference Board setting out and requesting that the matter be referred to Arbitration.
- 11.02** The Arbitration Board shall consist of three (3) persons who shall be selected as follows:
- a. The Association Member shall appoint one (1) member.
 - b. The Union shall appoint one (1) member.
 - c. The above shall be appointed within five (5) days following receipt of written notice requesting arbitration and the members so appointed shall select a third member within ten (10) days after their appointment, who shall be the Chairman.
- 11.03** If either Party refuses or neglects to appoint a member as aforesaid to a Board of Arbitration within five (5) days, the PEI Minister of Provincial Affairs responsible for Labour may be requested by either Party to name a member. In the event that the two (2) members appointed cannot agree on a Chairman, the Minister may appoint the Chairman of the Board.
- 11.04** Hearings of the Board shall commence within fifteen (15) days after the appointment of the Chairman, and shall continue in such a manner that the arbitrators shall make their award in writing not more than one (1) month thereafter. The decision of the majority of the Board shall be final and binding upon the Parties to this Agreement.
- 11.05** The expense and remuneration of the Chairman and any of the staff as he may require, shall be borne in equal shares by the two (2) Parties. The expenses and remuneration of any other parties shall be borne by the parties who appointed them, or for whom the Minister of Environment, Labour and Justice appointed them.
- 11.06** The Arbitration Board shall hear all the Parties concerned and to determine the matter referred to them. Upon determination of the matter, the Board shall make an Order which will provide for the final settlement of the matter.
- 11.07** Every Party to and every Party bound by this Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision for the final settlement and give effect thereto.
- 11.08** All time limits in this Article may be extended by mutual agreement of the Parties thereto.

ARTICLE 12 - LAY-OFF

- 12.01** The Association member is required to give an employee two (2) working days' notice prior to any lay-off, provided notice is given 8:30 am on the day notice of lay-off is given unless the last working day is to be Friday, in which case the Association Member is required to give one (1) days' notice.
- 12.02** In the event of a lay-off, the system in Article 3.03 will work in reverse, one management-selected employee will be laid off and one union selected employee will be laid off on a continuous basis.
- 12.03** Each Employer is entitled to a "Core Group" of four (4) employees, one of whom shall be an apprentice.

ARTICLE 13 - SAVING CLAUSE

- 13.01** 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 Prince Edward Island. Should it be determined that there is a violation of any legally effective Federal or Provincial Order or statute provision concerning any Article of this Agreement, the Parties hereto, agree to renegotiate such provision of this Agreement for the purposes of making them conform to such Federal or Provincial Order or Statute. However, all other provisions of this Agreement shall remain in force.

ARTICLE 14 - DAILY TRAVEL

- 14.01 (a)** The Employer shall have the option to disregard the travel allowance if suitable transportation is provided.

Two (2) "free zones" having a radius of 25 km shall be maintained from the City Halls of Charlottetown and Summerside. Employees traveling to the work site outside the "free zones" shall be paid at the rate of .58 (fifty eight) cents per km.

On projects which are greater than 64 km from the "free zone" the employees shall be paid an additional \$2.00 per day for each 15 km or part thereof over 64 km.

Kilometers are to be determined as road kilometers, using the shortest practical road measurements from the "free zone" perimeter to the job site.

For the purpose of implementation, it is considered that the following companies have their corporate head office in Charlottetown or in other provinces:

Bevan Bros. Limited
Controls & Equipment Ltd.
F. Myers Plumbing & Heating

Halifax Heating & Air Conditioning
MacIntyre Sheet Metal Ltd.
Moncton Plumbing & Heating
Quality Control
Rothmar Manufacturing Limited
Steen Contractors Ltd.
Sunny Corner Heating
Precision Mechanical
Sayers & Associates Limited
Atlantica Industrial Contractors Ltd.
I.C.S. State
Beaulieu Plumbing & Mechanical Inc.
MacKinnon' s Quality Plumbing & Heating

The following companies are considered Summerside Contractors and will operate within the Summerside "free zone".

Inman Plumbing & Heating Ltd.

All out-of-province contractors who do not have their corporate head office in Prince Edward Island shall operate in Charlottetown free zone.

- 14.02** Employees working on a job, one (1) day or less, not informed by 9:00 pm the previous evening that they are working out of town, will be allowed a meal allowance of up to \$20.00. Employees required to work in excess of two (2) hours overtime and who have not been given twenty-four (24) hours notice shall be provided with a meal. Meals shall be provided every four (4) hours; thereafter, of up to \$20.00 per meal. All claims for meals must be the accompanied by a receipt.
- 14.03** Employees sent out of Charlottetown and Summerside to work from whence they do not return daily, shall be paid regular rates of wages. Fares to and from out of town work shall be paid by the Employer. Time traveling to and from such work shall be paid at single time up to a maximum of eight (8) hours in any day. In addition to the above, the room and board of the workman shall be paid.
- 14.04** When the Association Member requires men, and the Union is not able to supply them from within the province, as required in Article 3.02, the Employer shall pay a Board allowance of eighty-five (\$85.00) per day worked effective March 1, 2014.

ARTICLE 15 - WELDERS

- 15.01** In any case of any Journeyman welder, the Association Member can demand that he or she take a welding test. This test is a prerequisite for employment.

15.02 The following articles of working apparel for a Welder shall be supplied to the Welders at no cost to the employee:

- a. Welding mitts;
- b. Welder coat;
- c. Welding hood when required;
- d. Fire extinguisher;
- e. Fire blanket; and
- f. All other requirements as required by the *Occupational Health and Safety Act & Regulations* of Prince Edward Island.

15.03 The Union and Association will endeavor to upgrade the skills of member Welders as it applies to special welding procedures, and quality control. The Employer reserves the right to request in writing a resume of experience on Welding Procedures when hiring a Welder.

ARTICLE 16 - APPRENTICESHIP

16.01 A Committee of equal numbers of Union and Management will periodically check Apprentices on the jobs to determine whether they are being trained in the proper manner. Apprentices will be responsible for updating his/her book and providing proof of qualifications, as well as evidence of attending at least seventy percent (70%) of each plumbing course.

16.02 Apprentices shall be paid the following percentage of the Journeyman hourly rate:

1st year apprentices	0-1000 hours plus completion of a recognized plumbing course plus first block release - 55%
2nd year apprentices	1001-3000 hours plus second block release - 60%
3rd year apprentices	3001-5000 hours plus third block release - 70%
4th year apprentices	5001-7000 hours plus final block release - 80% (until proof of Trades Qualification is obtained.)

16.03 Any employee who has not completed a recognized plumbing course shall begin his apprenticeship at 50% of the Journeyman's rate.

16.04 It is agreed between the Union and the Association member that Apprentices shall work under the supervision of a Journeyman or a man holding a proficiency license.

16.05 When an Apprentice obtains his Trade Qualifications he shall receive Journeyman rates of pay.

- 16.06** A fourth (4th) year apprentice will be allowed two (2) year to qualify as a Journeyman. In the event he does not qualify, his wage scale shall be reduced from 80% of the Journeyman rate to 70% of the Journeyman rate.
- 16.07** If an employer laid off a Third or Fourth year Apprentice, he shall be replaced by a Third or Fourth year Apprentice when rehiring within thirty (30) days.
- 16.08** The permitted ratio of Apprentice to Journeyman in a shop or on a job site shall be according to the ratio approved by the Apprenticeship Advisory Board established under the *Apprenticeship and Trades Qualification Act* of Prince Edward Island. The Association and the Union agree to jointly approach the Apprenticeship Advisory Board from time to time to ensure the ratio is being enforced.

ARTICLE 17 – LABOUR ACT

- 17.01** It is agreed by both Parties that upon signing of a new Collective Agreement, the Agreement will be forwarded to the Labour Relations Division of the Department of **Government responsible for the administration of the Labour Act.**

ARTICLE 18 - EMERGENCY REPAIR

- 18.01** In the event that it is necessary to call a workman from his home for emergency repair work and the job takes less than one (1) hour, the workman shall be paid for a minimum of one (1) hour. The Association Member has the right to designate an employee on a rotating basis to stand by for emergency service, if the employee has placed his name on a Call Out List. This employee will notify his Association Member at the end of each day where he can be reached by phone if needed in an emergency.

ARTICLE 19 - VACATION PAY

- 19.01** In addition to the hourly rate of pay, the Employer shall pay each employee vacation pay as outlined in Appendix "C" and Appendix "E". Vacation pay is to be paid weekly and shown separately on the employee's pay statement.

ARTICLE 20 - BEREAVMENT LEAVE

- 20.01** In the case of death of the father, stepfather, mother, stepmother, spouse, child, brother, sister, step-child, mother-in-law or father-in-law of an employee, the Association Member will compensate such employee for the time lost up to a maximum of three (3) consecutive regular working days at the rate of regular wages, within the interval between the time of death and the time of burial.

20.02 In the event of the death of an employee's grandparent or the grandparent of the employee's spouse, the employee shall be entitled to a one (1) day leave of absence with pay at the rate of the employee's regular wages, within the interval between the time of death and the time of the funeral.

ARTICLE 21 - JOURNEYMAN RATES OF PAY AND PAY DAY

21.01 The Journeyman rate of pay shall be the rates as outlined in Appendix "C" and Appendix "E". The pay period shall be from Sunday to Saturday.

All pay cheques will be distributed or electronically paid by Thursday of each week not later than quitting time. After quitting time on Thursday, if the wages are not paid, the employee shall be given two (2) hours pay for every day or part day that the pay is late. Employees who are laid-off or terminated shall receive their wages and documents, terminations slips, etc. on the next business day before noon. If required to wait any longer period, he shall receive regular rates of pay for all such waiting time.

An earnings statement shall accompany each payment of wages. The statement shall show the particulars of the number of hours worked at the regular rate, overtime rate, the gross amount of wages, the amount of vacation pay, amount of union pension contribution, and health and wellness contribution. If payment is made by cheque, the earnings statement may be the cheque stub if the required information is on the cheque stub.

ARTICLE 22 - FOREMAN RATES OF PAY

22.01 On every commercial and industrial job of between \$100,000.00 to \$250,000.00 labour and material – one journeyman shall be designate Foreman and paid \$1.50 per hour above the rate.

22.02 On every commercial and industrial job of over \$250,000.00 labour and material, a Journeyman shall be designated Foreman and paid \$3.00 per hour above the rate.

ARTICLE 23 - HEALTH AND WELFARE FUND

23.01 The Employer shall submit monthly the amount of money outlined in Appendix "C" and Appendix "E" on behalf of the employee of the Local Union Welfare Trust Fund. If during the term of the Agreement, there are more funds required to maintain the present benefits to the Health and Welfare Plan then these additional funds shall be paid by the Employer to a maximum of \$0.05 cents per hour. The Parties to this Collective Agreement agree that the Trustees of the Trust Fund appointed in accordance with the Trust Agreement shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or

remedies available to either or both Parties hereto to enforce the payment of such contributions and collect overdue contributions. The Employer in question shall be liable for any and all legal expenses incurred in collecting amounts. The Parties to the Collective Agreement agree that any Employer Trustee found to be in violation of the Terms of the Trust Document and/or Collective Agreement shall be removed as a Trustee of the Trust Fund.

ARTICLE 24 - PENSION FUND

24.01 The Employer shall submit monthly the amount of money outlined in Appendix "C" and Appendix "E" on behalf of the employees to the Local Union Pension fund. The fund shall be jointly trusted between the Union and the Association. The Parties to this Collective Agreement agree that the Trustees of the Trust Fund appointed in accordance with the Trust Agreement shall have the authority to enforce the payments and contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the Parties thereto to enforce the payment of such contributions and collect overdue contributions. The employer in question shall be liable for any and legal expenses incurred in collecting amounts.

The Parties to the Collective Agreement agree that any Employer Trustee found to be in violation of the Terms of the Trust Document and/or Collective Agreement shall be removed as a Trustee of the Trust Fund.

ARTICLE 25 - INDUSTRY IMPROVEMENT FUND

25.01 Both Parties agree to the establishment of an Industry Improvement Fund which will be jointly trusted by equal numbers of Employer and employee trustees. The Industry Improvement Fund shall be administered according to terms of the administration agreement made between the Parties to this Collective Agreement.

All Employers must remit each month by the 15th day of the following month as outlined in Appendix C and Appendix E to the Industry Improvement Fund, an amount of twenty-six (0.26) cents effective on signing for each hour paid for the employees covered by this Agreement, and such amounts along with the completed remittance forms provided by the administrator of the Industry Improvement Fund shall be mailed to:

The President
United Association of Journeymen and Apprentices
Of the Plumbing & Pipefitting Industry of the U.S.A. and Canada
326 Patterson Avenue
Charlottetown, PE C1A 8K4
Tel: (902) 894-5404
Fax: (902) 368-2974

The Parties hereto agree that either Party pursuant to the agreement establishing the Industry Improvement Fund shall have the authority to utilize the arbitration procedures set forth therein for the collection of delinquent accounts for an individual contribution required to be made pursuant to this article. Any arbitrator appointed pursuant to this clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages, and all related costs.

Responsibilities and liabilities shall be outlined in the administration agreement. A form provided by the administrator shall include the total hours and be included with the remittances.

ON DATE OF SIGNING	0.08 cents N.S./P.E.I. Training
	0.06 cents A.C.I.C.
	<u>0.12</u> cents Local Union 721
Total	<u>0.26</u> cents

ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement shall become effective on the **18th** day of **July, 2016** and shall remain in full force until the 28th day of February, **2019**.

The Parties to this Agreement may, by mutual consent, in writing at any time while the Agreement is in force; vary or substitute other provisions relating to the terms of this Agreement.

If during the life of this Agreement, Federal or Provincial Legislation is altered so as to affect in anyway any of the provisions of this Agreement, then either Party may within thirty (30) days request negotiations with respect of the Article or Section of the Agreement affected.

Negotiation for renewal of the Agreement shall commence within thirty (30) days when notice is given by either Party. Notice shall not be given more than one hundred twenty (120) days prior to termination of the Collective Agreement.

During the negotiations, upon any proposed revision of this Agreement, the Agreement in its present form shall remain in full force and effect until satisfactory settlement in such negotiations has been reached or until such time as the Parties can legally declare a strike or lockout.

ARTICLE 27 - ENABLING PROVISIONS

27.01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in the jurisdictional area of this Agreement, the terms and conditions in this Agreement may be changed or amended by the Association of Commercial and Industrial Contractors of P.E.I., Mechanical Sector and Local 721 United Association of Journeymen and Apprentices of the Plumbing &

Pipefitting Industry of the U.S.A. and Canada subject to the conditions that such change or amendment shall not be effective unless it has the written agreement of both Parties.

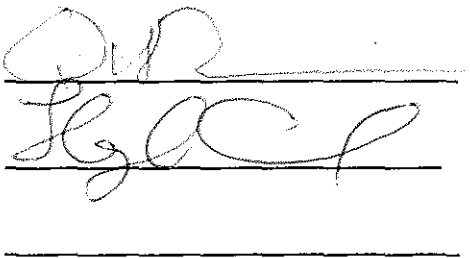
ARTICLE 28 - SIGNATORIES

28.01 THIS AGREEMENT has been finalized between the United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the U.S.A. and Canada, Local 721 and Members of the Association of Commercial and Industrial Contractors of P.E.I., Labour Relations Committee.

SIGNED at Charlottetown this 18th day of July, 2016.

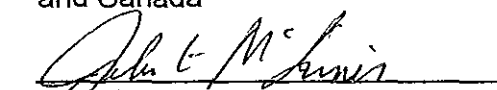
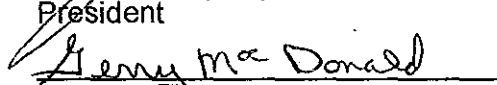
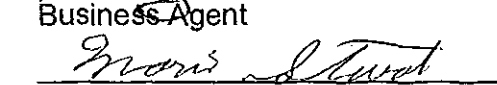
ON BEHALF OF:

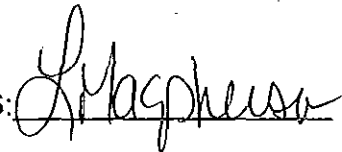
Association of Commercial and Industrial Contractors of P.E.I.



ON BEHALF OF:

Local 721, U.A of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the U.S.A. and Canada


President

Business Agent

Secretary

WITNESS: 

APPENDIX "A"

TOOLS

Employees will have with them on the job the following tools:

1.
 - a. Copper pipe cutters 1/4" – 2"
 - b. One (1) plumb bob
 - c. One (1) tri-square
 - d. One (1) torpedo level
 - e. 10" adjustable wrench
 - f. One (1) 16' measuring tape
 - g. One (1) set of pipe wrenches to 18"
 - h. Two (2) hammers (1 ball peen and 1 claw)
 - i. One (1) hacksaw frame
 - j. One (1) pair of vise grips
 - k. One (1) tool box of adequate size for personal tools
2. A 1st and 2nd year Apprentice shall not be responsible for supplying any tools except a tape measure, pliers and pocket level.
3. The 3rd and 4th year Apprentice shall be responsible for the remaining tools as listed in Appendix "A", as for Journeymen.
4. Welder

Welders are required to provide the following tools in good condition:

- a. One (1) measuring tape
- b. One (1) welding shield

APPENDIX "B"

EMPLOYERS

Bevan Bros. Limited
Controls & Equipment Ltd.
Cottage Mechanical Services Limited
D.B & Jones Inc.
Dufferin Construction Ltd.
ESD Enterprises
F. Myers Plumbing & Heating
Halifax Heating & Air Conditioning
I-Tek Engineering
Inman Plumbing & Heating Ltd.
KFK Construction Limited
MBB Treca Inc.
M M Engineering Limited
MacIntyre Sheet Metal Ltd.
Modern Mechanical Inc.
Moncton Plumbing & Heating
Nelson Good
P.E.I. Mechanical Limited
PFP Installations
Quality Control
Rothmar Manufacturing Limited
Simco
Steen Contractors Ltd.
Sunny Corner Heating
W.L. McKenna
Wilson & Moore Limited
Precision Mechanical
Sayers & Associates Limited
Atlantica Industrial Contractors Ltd.
I.C.S. State
Electrical & Refrigeration Services Inc.
Beaulieu Plumbing & Mechanical Inc.
MacKinnon' s Quality Plumbing & Heating

APPENDIX "C"

WAGE RATES

	Rate/ Hour	H & W	Pension	Training	Vacation & Holiday Pay (8%)	Total Rate
July 17, 2016	28.57	2.27	6.00	0.26	2.29	39.39
March 1, 2017	29.22	2.27	6.00	0.26	2.34	40.09
March 1, 2018	29.82	2.27	6.00	0.26	2.39	40.74

*Vacation and Holiday Pay includes the Statutory Holidays included in Article 7 as per the *Employment Standards Act* plus Vacation Pay as per Article 19.

If during the term of this Agreement, it is decided by the Union that the Benefit increase referring to Pension, Health & Welfare, and Training Fund will be distributed in a different manner, and then at that time, the Agreement shall be opened for distribution of the Benefit increase only.

Industrial Plumbing and Pipefitting means all plumbing and pipefitting work required in or performed as part of on-site fabrication, construction and erection of all heavy industrial developments, including: food processing plants, heating plants, oil refineries, chemical plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, oil terminal complexes, L.N.G. terminals, mining complexes, nuclear fuel manufacturing plants, oil bulk storage plants, industrial pollution control plants, industrial effluent control plants or waste oil refinery recycling plants.

APPENDIX "D"

SERVICE, RESIDENTIAL CONSTRUCTION AND SMALL COMMERCIAL

WHEREAS:

The Employer and the Union are intent on establishing a form of Collective Agreement with respect to Tradesmen engaged in the Plumbing, Ventilation and Heating in the small Commercial and Residential sector of the construction industry as to provide uniform interpretation, application, and administration of relationship established.

ARTICLE 1: PURPOSE

It is acknowledged by the Parties to this Agreement that it is in the best interest of both Parties to work together in finding ways and means of being competitive on projects in service work, residential, and small commercial segments of the Industry.

ARTICLE 2: COVERAGE

- A) Service
- B) Residential Construction
 - a) Small commercial, renovations, and tenant improvement projects up to \$500,000.00 mechanical value.

ARTICLE 3: OVERTIME

All overtime shall be on a voluntary basis. Overtime of two (2) hours per day, Monday through Thursday, may be worked at straight time rates of pay for the following reasons:

- When two (2) extra hours would complete a project on that day.
- When a mechanical system is under test.
- When commissioning a mechanical system.
- When sleeving is required for a concrete pour on the next day.
- When an emergency occurs.
- Unloading of major materials at a job site.
- Plan shut-downs for tie-in purposes.

All other overtime shall be at one and one half (1 1/2) times the regular rates of pay, except holidays as listed in the Collective Agreement which shall be paid at double the regular rates.

ARTICLE 4: HIRING PROCEDURES

Hiring procedures as per Article 3, of the Collective Agreement.

ARTICLE 5: TRAVEL

As per Article 14.01

ARTICLE 6: WAGES

The Journeyman rates of pay shall be as outlined in Appendix "E".

ARTICLE 7: APPRENTICESHIP RATES

All as per Article 16 of the main Agreement.

ARTICLE 8:

It is agreed between both Parties that all other Articles contained in the Agreement between the Association of Commercial and Industrial Contractors of Prince Edward Island, Plumbers Sector, and the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States of America and Canada, Local 721, will apply to this Agreement.

ARTICLE 9: DURATION

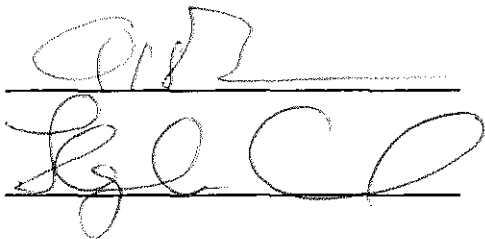
Refer to Article 26 of the Agreement.

THIS AGREEMENT has been finalized between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of U.S.A. and Canada Local 721; and Members of the Association of Commercial and Industrial Contractors of Prince Edward Island.

SIGNED at Charlottetown this 18th day of July, 2016.

ON BEHALF OF:

Association of Commercial and Industrial Contractors of P.E.I.

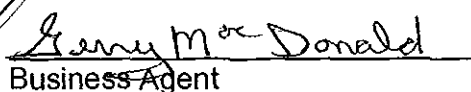


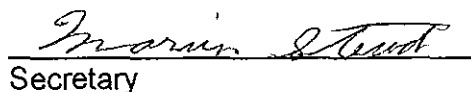
WITNESS: 

ON BEHALF OF:

Local 721, U.A of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the U.S.A. and Canada


President


Business Agent


Secretary

APPENDIX "E"

WAGE RATES

	Rate/ Hour	H & W	Pension	Training	Vacation & Holiday Pay* (8%)	Total Rate
July 17, 2016	25.86	2.27	6.00	0.26	2.07	36.46
March 1, 2017	26.51	2.27	6.00	0.26	2.12	37.16
March 1, 2018	27.11	2.27	6.00	0.26	2.17	37.81

*Vacation and Holiday Pay includes the Statutory Holidays included in Article 7 as per the *Employment Standards Act* plus Vacation Pay as per Article 19.

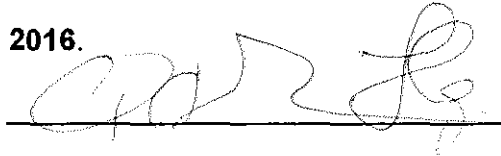
If during the term of this Agreement, it is decided by the Union that the Benefit increase referring to Pension, Health & Welfare, and Training Fund will be distributed in a different manner, then at that time the Agreement shall be opened for distribution of the Benefit increase only.

APPENDIX "F"

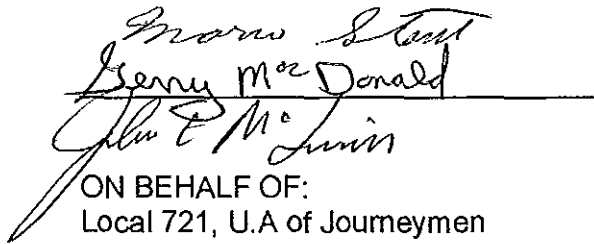
MEMORANDUM OF AGREEMENT – CELL PHONES

In accordance with the provisions of the Standard of Excellence, employees shall not use cell phones while at work on the job site.

SIGNED at Charlottetown this 18th day of July, 2016.



ON BEHALF OF:
Association of Commercial and
Industrial Contractors of P.E.I.



ON BEHALF OF:
Local 721, U.A. of Journeymen
& Apprentices of the Plumbing &
Pipefitting Industry of the U.S.A.
and Canada